

**MEMORANDUM OF UNDERSTANDING BETWEEN
LDG REDWOOD, LP,
HAYS COUNTY WOMEN'S CENTER, INC.
d/b/a HAYS-CALDWELL WOMEN'S CENTER

REDWOOD APARTMENTS**

This Memorandum of Understanding (the "MOU") is made by and among LDG REDWOOD, LP, a Texas limited partnership (the "Partnership") and HAYS COUNTY WOMEN'S CENTER, INC. d/b/a HAYS-CALDWELL WOMEN'S CENTER, a Texas nonprofit corporation ("HCWC"), and is dated effective as of November 19, 2019.

A. The Partnership has been created for the purpose of developing that certain multifamily apartment complex to be known as Redwood Apartments, containing 296 units and to be located at the 1600 Block of Redwood Road, San Marcos, Hays County, Texas (the "Project").

B. The Project is located within the area HCWC provides education, violence prevention services and crisis intervention to victims of family violence.

C. The Partnership and HCWC desire to execute this MOU to further clarify and confirm the agreements made by the Partnership and HCWC regarding the Project.

D. The Partnership will reserve 5 units in the Project to HCWC for qualifying tenants at 30% AMI.

E. The agreements set forth herein will be contingent on the Partnership's completion of the development of the Project Property.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the mutuality, receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. Reservation of Units. The Partnership will reserve 5 units in the Project to HCWC for qualifying tenants at 30% AMI. The Partnership will be permitted to lease any of those 5 units to the general public if HCWC is unable to refer qualifying tenants. While no changes to the tenant qualifications are anticipated, if changes do occur, the Partnership will notify HCWC in writing within 10 days and make a reasonable effort to accommodate HCWC based on these changes.

2. Contingencies and Limitations of MOU. Notwithstanding the foregoing, this MOU is subject to the following:

a. In the event any of the agreements and terms herein violate local, state, or federal laws or any other government regulations, the Partnership shall not be obligated to perform or complete said actions in violation of the laws and/or

regulations but shall inform HCWC in writing.

3. Miscellaneous.

a. This MOU reflects the entire understanding between the Partnership and HCWC and may only be amended in writing, signed by the parties hereto.

b. The parties hereto are each prohibited from assigning any of its interests, benefits, or responsibilities hereunder to any third party or related third party, without the prior written consent of the other parties, such consent not to be unreasonably withheld.

c. This MOU shall continue until terminated upon the occurrence of one of the following conditions:

- i. HCWC and the Partnership sign a mutual consent release to terminate this MOU;
- ii. The Partnership is unable to develop the Project; or

4. Counterparts. This Assignment may be executed in multiple counterparts, each of which shall constitute an original document and all of which together shall constitute one agreement.

[signatures on following page]

EXECUTED on the dates hereafter indicated, but to be effective as of the date above shown.

HAYS COUNTY WOMEN'S CENTER,
INC. d/b/a HAYS-CALDWELL
WOMEN'S CENTER, a Texas nonprofit
corporation

By: Marla R. Johnson
Name: Marla R. Johnson
Title: Executive Director
Date: 12/6/19

LDG REDWOOD, LP, a Texas limited
partnership

By: LDG Redwood GP, LLC, a Texas
limited liability company, its
general partner

By: Jacob P. Brown
Name: Jacob P. Brown
Title: Development Manager
Date: 11/19/19