2020  Multifamily Uniform Application

REVISED January 23, 2020

Application #20093
Brownsville Lofts
1a Applicant Certification
Development Name: Brownsville Lofts

The undersigned hereby makes an Application to Texas Department of Housing and Community Affairs. The Applicant affirms that they have read and understand, as applicable, Title 10, Texas Administrative Code ('10 TAC'), Chapters 1, 8, 11, 12, and 13. Specifically, the undersigned understands the requirements under 10 TAC §11.101 of the Qualified Allocation Plan ('QAP'), Site and Development Requirements and Restrictions, as well as Internal Revenue Code Section 42. By signing this document, Applicant is affirming that all statements and representations made in this certification and application, including all supporting materials, are true and correct under penalty of law, including Chapter 37 of the Texas Penal Code titled Perjury and Other Falsification and subject to criminal penalties as defined by the State of Texas. Applicant is also affirming understanding of 10 TAC §11.1(i) of the QAP, relating to Public Information Requests, specifically that the filing of an Application with the Department is deemed as consent to release any and all information contained therein.

The undersigned further certifies that he/she has the authority to execute this certification.

Brownsville Housing Partners, LP

Applicant Entity Name

By:

Signature of Authorized Representative
Jacob Mooney

Printed Name
Authorized Signer

Title
02 - 10 - 2020

Date

Sworn to and subscribed before me on the 10th day of February, 2020

by Jacob Mooney

(Personalized Seal)

ISABELLE ATKINSON
Notary Public, State of Texas
Comm. Expires 09-22-2020
Notary ID 13082962-9

Notary Public Signature

Notary Public, State of Texas
County of
My Commission Expires:
Date

2/3/20
4% HTC Bond Filing

NOT APPLICABLE
Certification, Acknowledgement, and Consent of Development Owner
The Certification, Acknowledgement, and Consent of Development Owner is included behind this tab.

**The form should be executed, notarized, and included in the full application document.**

The form for the certification will be posted to the Department’s website at [http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm](http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm)

Please indicate whether any of the following required disclosure on the Certification, Acknowledgement, and Consent of Development Owner (to be used for data capture for application processing):

10 TAC §11.101(a)(2) - Undesirable Site Features.

- Development Site is within 300 feet of a junkyard.
- Development Site is within 300 feet of a solid waste facility.
- Development Site is within 300 feet of a sexually-oriented business.
- Development Site has buildings or recreational areas within 100 feet of overhead high voltage transmission lines.
- Development Site is within 500 feet of active railroad tracks.
- Development Site is within 500 feet of heavy industry.
- Development Site is within 10 miles of a nuclear plant.
- Development Site has buildings within accident potential zones or runway clear zones of any airport.
- Development Site contains or is adjacent to an easement that contains pipelines which carry highly volatile liquids.
- Development Site is within 2 miles of refineries capable of refining more than 100,000 barrels of oil per day.

Provide information behind this tab regarding mitigation for any item selected above.


- Development Site is located within a census tract that has a poverty rate above 40% for individuals, or 55% for Developments in regions 11 and 13. Include resolution from Governing Body in the NRFR Packet.
- Development Site is located in a census tract (or for any adjacent census tract) in an Urban Area and the rate of Part I violent crime is greater than 18 per 1,000 persons (annually) as reported on neighborhoodscout.com.
- Development Site is located within 1,000 feet of multiple vacant structures that have fallen into such significant disrepair, overgrowth, and/or vandalism that they would commonly be regarded as blighted or abandoned.
- Development Site is located within the attendance zone of an elementary school, a middle school or a high school that has a 2019 TEA Accountability Rating of D and a 2018 Improvement Required Rating or a 2019 TEA Accountability Rating of F and a 2018 Met Standard Rating.

10 TAC §11.202(1)(M) - Termination of Relationship in an Affordable Housing Transaction

10 TAC §11.202(1)(N) - Voluntary Compliance Agreement

(or any similar agreement resulting from negotiations regarding noncompliance)

10 TAC §11.901(15) - Unused Credit or Penalty Fee

Submit documentation regarding any disclosures behind this Tab.
Development Owner Certification, Acknowledgement and Consent

All defined terms used in this certification and not specifically defined herein have the meanings ascribed to them in Chapter 2306 of the Tex. Gov’t Code, §42 of the Internal Revenue Code, and §11.1(d) of the Qualified Allocation Plan.

The undersigned, in each and all of the following capacities in which it may serve or exist -- Applicant, Development Owner, Developer, Guarantor of any obligation of the Applicant, and/or Principal of the Applicant and hereafter referred to as “Applicant” or “Development Owner,” whether serving in one or more such capacities, is hereby submitting its Application to the Department for consideration of Department funding.

Applicant hereby represents, warrants, acknowledges and certifies to the Department and to the State of Texas that:

The Development will adhere to the Texas Property Code relating to security devices and other applicable requirements for residential tenancies, and will adhere to local building codes or, if no local building codes are in place, then to the most recent version of the International Building Code.

This Application and all materials submitted to the Department constitute records of the Department subject to Tex. Gov’t Code, Chapter 552. Any person signing the certification acknowledges that they have the authority to release all materials for publication on the Department’s website and release them in response to a request for public information, and make other use of the information as authorized by law. This includes all Third Party reports, which will be posted in their entirety on the Department’s website, as they constitute a part of the Application. The Application is in compliance with all requirements related to the eligibility of an Applicant, Application and Development as further defined in 10 TAC §§11.101 and 11.202 of the Qualified Allocation Plan. Any issues of non-compliance have been disclosed.

All representations, undertakings and commitments made by Applicant in the Application process expressly constitute conditions to any Commitment, Determination Notice, Carryover Allocation, or Direct Loan Commitment for such Development which the Department may issue or award, and the violation of any such condition shall be sufficient cause for the cancellation and rescission of such Commitment, Determination Notice, Carryover Allocation, or Direct Loan Award Letter, Commitment or Contract by the Department. To the extent allowed under Tex. Gov’t Code §2306.6720, if any such representations, undertakings and commitments concern or relate to the ongoing features or operation of the Development, they shall be enforceable even
if not reflected in the Land Use Restriction Agreement. All such representations, undertakings and commitments are also enforceable by the Department and the residents of the Development, including enforcement by administrative penalties for failure to perform (consistent with Chapter 2, Subchapter C of the title relating to Administrative Penalties), in accordance with the Land Use Restriction Agreement.

When providing a Pre-Application, Application or other materials to a state representative, local governmental body, Neighborhood Organization, or anyone else to secure support or approval, an Applicant must disclose in accordance with the Department’s rules those aspects of the Development that may not have been determined or selected or may be subject to change, such as changes in the amenities ultimately selected and provided.

The Development Owner is and will remain in compliance with state and federal laws, including but not limited to, fair housing laws, including Chapter 301, Property Code, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), the Fair Housing Amendments Act of 1988 (42 U.S.C. §§3601 et seq.), the Civil Rights Act of 1964 (42 U.S.C. §2000a et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. §§12101 et seq.), the Rehabilitation Act of 1973 (29 U.S.C. §§701 et seq.), Fair Housing Accessibility, the Texas Fair Housing Act; and the Development is designed consistent with the Fair Housing Act Design Manual produced by HUD, and the Texas Accessibility Standards. (§2306.257; §2306.6705(7))

The Development Owner has read and understands the Department’s fair housing educational materials posted on the Department’s website as of the beginning of the Application Acceptance Period.

All Applications proposing Rehabilitation (including Reconstruction unless otherwise provided for in 10 TAC Chapter 11) will be treated as substantial alteration, in accordance with 10 TAC Chapter 1, Subchapter B.

The Development Owner will establish a reserve account consistent with Tex. Gov’t Code §2306.186, and as further described in §11.302(d)(2)(I) of the Qualified Allocation Plan, relating to Replacement Reserve Account requirements.

The Development will operate in accordance with the applicable compliance monitoring requirements found in 10 TAC Chapter 10, Subchapters F and G.

The Development Owner agrees to implement a plan to use Historically Underutilized Businesses (HUB) in the development process consistent with the Historically Underutilized Business Guidelines for contracting with the State of Texas. The Development Owner will be required to submit a report of the success of the plan as part of the cost certification documentation, in order
to receive IRS Forms 8609 or, if the Development does not have Housing Tax Credits, release of retainage.

The Applicant will attempt to ensure that at least 30% of the construction and management businesses with which the Applicant contracts in connection with the Development are Minority Owned Businesses as further described in Tex. Gov’t Code §2306.6734.

The Development Owner will specifically market to veterans through direct marketing or contracts with veteran's organizations. The Development Owner will be required to identify how they will specifically market to veterans and report to the Department in the annual housing report on the results of the marketing efforts to veterans. Exceptions to this requirement must be approved by the Department.

**Accessibility Requirements**

The Development Owner understands that in accordance with Section 504 of the Rehabilitation Act of 1973 and implemented at 24 CFR Part 8, if the Development includes the New Construction or substantial rehabilitation of multifamily units (4 or more units), at least five percent (5%) of all dwelling units will be designed and built to be accessible for persons with mobility impairments. A unit that is on an accessible route and is adaptable and otherwise compliant with the 2010 ADA Standards with the exceptions listed in “Nondiscrimination on the Basis of Disability in Federally Assisted Programs and Activities” (Federal Register 79 FR 29671) meets this requirement. In addition, at least two percent (2%) of all dwelling units will be designed and built to be accessible for persons with hearing or vision impairments.

The Development Owner understands that regardless of building type, all Units accessed by the ground floor or by elevator (“affected units”) must meet the requirements at 10 TAC §11.101(b)(8)(B).

The Development Owner certifies that all accessible Units under 10 TAC Chapter 1, Subchapter B, will be dispersed throughout the Development.

The Development Owner certifies that representations made in the Architect Certification are true and correct, and understands that the Department evaluation of architectural drawings may not include a complete assessment of accessibility. The Development Owner is responsible for any modifications necessary to meet accessibility requirements identified at the final construction inspection.
Unused Credit or Penalty Fee (select one box as applicable)

_____ The Applicant returned a full credit allocation after the Carryover Allocation deadline required for that allocation and is subject to the Unused Credit or Penalty Fee pursuant to §11.901(16) of the Qualified Allocation Plan.

X The Applicant certifies that no disclosure regarding §11.901(15) of the Qualified Allocation Plan is necessary.

Termination of Relationship in an Affordable Housing Transaction (select one box as applicable)

_____ The Applicant has disclosed, in the Application, any Principal or any entity or Person in the Development ownership structure who was or is involved as a Principal in any other affordable housing transaction that has terminated, voluntarily or involuntarily, within the past 10 years or plans to or is negotiating to terminate their relationship with any other affordable housing development. The disclosure identified the person or persons and development involved, the identity of each other development and contact information for the other Principals of each such development, a narrative description of the facts and circumstances of the termination or proposed termination, and any appropriate supporting documents. The Applicant has read and understands §11.202(1)(M) of the Qualified Allocation Plan related to such disclosure.

X The Applicant certifies that no disclosure regarding §11.202(1)(M) of the Qualified Allocation Plan is necessary.

Voluntary Compliance Agreement with any Governmental Agency (select one box as applicable)

_____ The Applicant has disclosed, in the Application, any Principal or any entity or Person in the Development ownership structure who was or is involved as a Principal in any other affordable housing transaction that entered into a voluntary compliance agreement (or similar agreement) with any governmental agency that is the result of negotiation regarding noncompliance of any affordable housing Development with any requirements. The disclosure identified the person or persons and development involved, the identity of each other development, contact information for the other Principals of each such development, a narrative description of the facts and circumstances of the agreement or proposed agreement, and any appropriate supporting documents. The Applicant has read and understands §11.202(1)(N) of the Qualified Allocation Plan related to such disclosure.

X The Applicant certifies that no disclosure regarding §11.202(1)(N) of the Qualified Allocation Plan is necessary.
The Applicant certifies that, for any Development proposing New Construction or Reconstruction and located within the 100 year floodplain as identified by the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps, the Development Site will be developed in full compliance with the National Flood Protection Act and all applicable federal and state statutory and regulatory requirements so that all finished ground floor elevations are at least one foot above the floodplain and parking and drive areas are no lower than six inches below the floodplain, subject to more stringent federal or local requirements. The Applicant certifies that, floodplain maps will be used and the Development Site will comply with regulations as they exist at the time of commencement of construction. Applicant further certifies that, for any Development proposing Rehabilitation (excluding Reconstruction) that is not a HUD or TRDO-USDA assisted property, the Development Site is not located in the 100 year floodplain unless the existing structures already meet the requirements for New Construction or Reconstruction, as certified to by a Third Party engineer, or unless the state or local government has undertaken and can substantiate sufficient mitigation efforts, and such documentation is submitted in the Application.

Undesirable Site Features (select one of the boxes as applicable)

- [X] The Development is not located in an area with undesirable site features as further described in §11.101(a)(2) of the Qualified Allocation Plan.
- [ ] The proposed Development is Rehabilitation (excluding Reconstruction) with ongoing and existing federal assistance from HUD, USDA, or Veterans Affairs (“VA”) and an exemption was requested prior to the filing of an Application or is being requested with the Application in accordance with §11.101(a)(2) of the Qualified Allocation Plan.
- [ ] The proposed Development is Historic Preservation pursuant to §11.9(e)(6) of the Qualified Allocation Plan, is located in an area with an undesirable site feature and an exemption was requested prior to the filing of an Application or is being requested with the Application.
- [ ] The proposed Development is New Construction, is located in an area with an undesirable site feature and a copy of the local ordinance that specifies the proximity of such feature to a multifamily development is included in the Application.
- [ ] The proposed Development is located in an area with an undesirable site feature and mitigation to be considered by staff and the Board is included in the Application (select all that apply):
  - [ ] within 300 feet of junkyards
The Development Owner certifies that the Development is not located in an area with any of the neighborhood risk factors described in §11.101(a)(3) of the Qualified Allocation Plan and that no disclosure is necessary;

The Development Owner certifies that the Development is located in an area with the following neighborhood risk factors and the Neighborhood Risk Factors Report is submitted with the Application (select all that apply):

_____ in a census tract with a poverty rate above 40% for individuals (or 55% for Developments in regions 11 and 13);

_____ in a census tract (or for any adjacent census tract with a boundary less than 500 feet from the proposed Development Site) that is not separated from the Development
Site by a natural barrier such as a river or lake, or an intervening restricted area, such as a military installation) in an Urban Area and the rate of Part I violent crimes is greater than 18 per 1,000 persons (annually) as reported on neighborhoodscout.com; 

_____ is located within 1,000 feet of a blighted or abandoned area as further described in §11.101(a)(3)(B)(iii) of the Qualified Allocation Plan;

_____ is located within the attendance zone of an elementary school, a middle school or a high school that has a 2019 TEA Accountability Rating of D and a 2018 Improvement Required Rating or a 2019 TEA Accountability Rating of F and a 2018 Met Standard Rating by the Texas Education Agency. Elderly Developments, Developments encumbered by a TDHCA LURA on the first day of the Application Acceptance Period or date the pre-application is submitted (if applicable) and Supportive Housing SRO Developments or Supportive Housing Developments where all Units are Efficiency Units are exempt from the requirement to disclose the presence of this characteristic.

The Development will include all of the mandatory Development amenities required in §11.101(b)(4) of the Qualified Allocation Plan at no charge to all residents (market rate and low-income) and written notice of such amenities will be provided to the residents.

The Development will satisfy the minimum point threshold for common amenities as further described in §11.101(b)(5) of the Qualified Allocation Plan. These amenities must be for the benefit of all residents (market rate and low-income), meet accessibility standards, be sized appropriately to serve the proposed Target Population, be made available throughout normal business hours, and be maintained throughout the Affordability Period. The residents must be provided written notice of the amenity elections made by the Development Owner.

The Development will meet the minimum size of Units as further described §11.101(b)(6)(A) of the Qualified Allocation Plan.

The Development (excluding competitive Housing Tax Credit Applications) will include enough unit, development construction, and energy and water efficiency features to meet the minimum number of points as further described in §11.101(b)(6)(B) of the Qualified Allocation Plan.

The Development (excluding competitive Housing Tax Credit Applications) will include enough resident supportive services, at no charge to the residents, be accessible to all residents (market rate and low-income), and maintained throughout the Affordability Period, to meet the required minimum number of points as further described in §11.101(b)(7) of the Qualified Allocation Plan, and offered in accordance with §10.619 of the Uniform Multifamily Rules. The tenant must be provided written notice of the elections made by the Development Owner.
If income averaging is elected, Unit Designations for all units identified as 20%, 30%, 40%, 50%, 60%, 70%, and 80% Units will be dispersed across all Unit Types to the maximum extent feasible in a manner that does not violate fair housing laws, as required by 10 TAC §10.605(c).

If the Applicant is applying for Multifamily Direct Loan funds and the Development consists of New Construction, the Applicant further certifies that the Development meets the Construction Site Standards in 24 CFR §983.57(e)(2) and (3), as applicable.

If the Development has an existing LURA with the Department, the Development Owner will comply with the existing restrictions.

The Development Owner will comply with any and all notices required by the Department.

None of the criteria in subparagraphs (A) – (N) of §11.202(1) of the Qualified Allocation Plan, related to ineligible Applicants, applies to those identified as having Control on the organizational chart for the Applicant, Developer and Guarantor.

The individual whose name is subscribed hereto, in his or her individual capacity, on behalf of Applicant, and in all other related capacities described above, as applicable, expressly represents, warrants, and certifies that all information contained in this certification and in the Application, including any and all supplements, additions, clarifications, or other materials or information submitted to the Department are true and correct and the Applicant has undergone sufficient investigation to affirm the validity of the statements made. Further, the Applicant hereby expressly represents, warrants, acknowledges and certifies that the individual whose name is subscribed hereto has read and understands all the information contained in this form of the Application.

By signing this document, the undersigned, in their individual capacity, on behalf of Applicant, whether formed or to be formed, and in all other related capacities described above, is affirming under penalty of Chapter 37 of the Texas Penal Code titled Perjury and Other Falsification, and subject to criminal penalties as defined by Tex. Penal Code §§37.01 et seq., and subject to any and all other state or federal laws regarding the making of false statements to governmental bodies or the providing of false information in connection with the procurement of allocations or awards, that the Application and all materials relating thereto constitute government documents and that the Application and all materials relating thereto are true, correct, and complete in all material respects.
By:

[Signature]

Jacob Mooney

Printed Name
Authorized Signer

Title

02-10-2020

Date

THE STATE OF Texas

COUNTY OF Travis

Before me, a notary public, on this day personally appeared
Jacob Mooney, known to me to be the person whose name is subscribed
to the foregoing document and, being by me first duly sworn, declared and certified that the
statements therein contained are true and correct.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 10th day of February, 2020

(Seal)

ISABELLE ATKINSON
Notary Public, State of Texas
Comm. Expires 08-22-2020
Notary ID 13082962-9

Notary Public Signature
Applicant Eligibility Certification
The Applicant Eligibility Certification(s) is included behind this tab.

10 TAC §11.202 of the Qualified Allocation Plan identifies situations in which an Application or Applicant may be ineligible for Department funding. Applicants must provide disclosure of all potential instances of ineligibility, along with evidence of appropriate corrective action taken and accepted by the Department or mitigating factors to be considered. Documentation should be attached behind this tab.

The form for the certification will be posted to the Department's website at [http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm](http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm)

Disclosure of all potential instances of ineligibility, along with evidence of appropriate corrective action is included behind this tab.

The form must be executed by all individuals required to be listed on the organizational chart and also meeting the definition of Control under 10 TAC §11.1(d)(30) of the Qualified Allocation Plan.

**The form must be executed, notarized, and included in the full application document.**

The submission may include one copy of the certification along with copies of the signature pages. A signed, dated, and notarized signature page for each individual described above must be included. No hard copy with original signatures is required, only a scanned copy within the final PDF file.
Applicant Eligibility Certification

All defined terms used in this certification and not specifically defined herein have the meanings ascribed to them in Chapter 2306 of the Tex. Gov’t Code, §42 of the Internal Revenue Code, and § 11.1(d) of the Qualified Allocation Plan.

The undersigned, in each and all of the following capacities in which it may serve or exist or be contemplated to bring a new entity into existence—Applicant, Development Owner, Developer, Guarantor of any obligation of the Applicant, and/or Principal of the Applicant and hereafter referred to as “Applicant,” whether serving in one or more such capacities, is hereby submitting its Application to the Department for consideration of multifamily funding.

Applicant hereby represents, warrants, agrees, acknowledges and certifies to the Department and to the State of Texas that:

It has obtained all necessary consents and approvals, and conducted all necessary diligence to enable it to make these certifications and to perform any all agreements and to give all consents provided for or made herein.

All representations, undertakings and commitments made by Applicant in the Application process for a Development, whether with respect to Threshold Criteria, selection criteria or otherwise, expressly constitute conditions to any Commitment, Determination Notice, Carryover Allocation, or Direct Loan Contract for such Development which the Department may issue or award, and the violation of any such condition shall be sufficient cause for the cancellation and rescission of such Commitment, Determination Notice, Carryover Allocation, or Direct Loan Commitment by the Department. To the extent allowed under Tex. Gov’t Code §2306.6720 if any such representations, undertakings and commitments concern or relate to the ongoing features or operation of the Development, they shall each and all shall be enforceable even if not reflected in the Land Use Restriction Agreement. All such representations, undertakings and commitments are also enforceable by the Department and/or the tenants of the Development, including but not limited to enforcement by assessment of administrative penalties for failure to perform, in accordance with the Land Use Restriction Agreement, the entry of orders by the Department’s Governing Board requiring strict performance, or the obtaining of injunctive relief.

The Applicant, Affiliate, Development Owner, Developer, Guarantor or other Related Party have not been or are barred, suspended, or terminated from procurement in a state or Federal program or listed in HUD’s System for Award Management (SAM).

The Applicant, Affiliate, Development Owner, Developer, Guarantor or other Related Party have not been convicted of a state or federal felony crime involving fraud, bribery, theft,
misrepresentation of material fact, misappropriation of funds, or other similar criminal offenses within 15 years preceding the Application submission.

The Applicant, Affiliate, Development Owner, Developer, Guarantor or other Related Party, at the time of Application, are not subject to an enforcement or disciplinary action under state or federal securities law or by the NASD; is subject to a federal tax lien; and/or is the subject of a proceeding in which a Governmental Entity has issued an order to impose penalties, suspend funding, or take adverse action based on an allegation of financial misconduct or uncured violation of material laws, rules, or other legal requirements governing activities considered relevant by the Governmental Entity.

The Applicant, Affiliate, Development Owner, Developer, Guarantor or other Related Party have not breached a contract with a public agency and failed to cure that breach within the timeframe provided or allowed by contract. If such breach is permitted to be cured under the contract, notice of the breach has been given and a reasonable opportunity to cure.

The Applicant, Affiliate, Development Owner, Developer, Guarantor or other Related Party have not represented to a subcontractor the extent to which the Developer has benefited from contracts or financial assistance that has been awarded by a public agency, including the scope of the Developer's participation in contracts with the agency and the amount of financial assistance awarded to the Developer by the agency.

The Applicant, Affiliate, Development Owner, Developer, Guarantor or other Related Party have not been found by the Board to be ineligible based on a previous participation review performed in accordance with 10 TAC Chapter 1 Subchapter C.

The Applicant, Affiliate, Development Owner, Developer, Guarantor or other Related Party is not delinquent in any loan, fee, or escrow payments to the Department in accordance with the terms of the loan, as amended, or is otherwise in default with any provisions of such loans.

The Applicant, Affiliate, Development Owner, Developer, Guarantor or other Related Party has cured any past due fees owed to the Department within the timeframe provided by notice from the Department and at least 10 days prior to the Board meeting at which the decision for an award is to be made.

Neither Applicant, Affiliate, Development Owner, Developer, Guarantor or other Related Party is in violation of a state revolving door or other standard of conduct or conflict of interest statute, including Tex. Gov’t Code §2306.6733, or a provision of Tex. Gov’t Code Chapter 572, that would prohibit the Person from participating in the Application in the manner and capacity they are participating.
The Applicant, Affiliate, Development Owner, Developer, Guarantor or other Related Party have no previous Contracts or Commitments that have been partially or fully de-obligated during the 12 months prior to the submission of the Application due to a failure to meet contractual obligations, and the Person is not on notice that such de-obligation results in ineligibility under 10 TAC Chapter 11.

The Applicant, Affiliate, Development Owner, Developer, Guarantor or other Related Party will not allow previous Contracts or Commitments to be partially or fully de-obligated between the date of Application submission through the date of final allocation or award, due to a failure to meet contractual obligations

Neither Applicant, Affiliate, nor any member of the Development Team has provided false or misleading documentation or made other intentional or negligent material misrepresentations or omissions in or in connection with an Application (and certifications contained therein), Commitment, Direct Loan Contract, or Determination Notice for a Development.

The Applicant, Affiliate, Development Owner, Developer, Guarantor or other Related Party have not been the owner or Affiliate of the owner of a Department assisted rental development for which the federal affordability requirements were prematurely terminated and the affordability requirements have not re-affirmed or Department funds repaid.

Neither Applicant, Affiliate nor any member of the Development Team has participated in the dissemination of misinformation about affordable housing and the persons it serves or about a competing Applicant that would likely have the effect of fomenting opposition to an Application where such opposition is not based on substantive and legitimate concerns that do not implicate potential violations of fair housing laws.

The Applicant will not violate §2306.1113 of the Tex. Gov’t Code relating to Ex Parte Communication and further explained in §11.202(2)(A) of the Qualified Allocation Plan.

For any Development utilizing Housing Tax Credit or Tax-Exempt Bonds, at all times during the two-year period preceding the date the Application Round begins (or for Tax-Exempt Bond Developments any time during the two-year period preceding the date the Application is submitted to the Department), the Applicant or a Related Party is not or has not been a member of the Board or employed by the Department as the Executive Director, Chief of Staff, General Counsel, a Deputy Executive Director, the Director of Multifamily Finance, the Chief of Compliance, the Director of Real Estate Analysis, a manager over the program for which an Application has been submitted, or any person exercising such responsibilities regardless of job title; or in violation of §2306.6733 of the Tex. Gov’t Code.

For any Development utilizing Housing Tax Credits, the Applicant will not propose to replace in
less than fifteen (15) years any private activity bond financing of the Development described by the Application, unless the exceptions in §2306.6703(a)(2) of the Tex. Gov’t Code are met.

All the instances in which any Principal or any entity or Person in the Development ownership structure who was or is involved as a Principal in any other affordable housing transaction, that has terminated voluntarily or involuntarily within the past ten years or is negotiating to terminate their relationship with any other affordable housing development have been fully disclosed pursuant to §11.202(1)(M) of the Qualified Allocation Plan. Applicant understands that failure to disclose is grounds for termination.

All housing developments with which Applicant, Affiliate, Development Owner, Developer, Guarantor and/or Principal thereof participating, are in compliance with: state and federal fair housing laws, including Chapter 301, Property Code, the Texas Fair Housing Act; Title VIII of the Civil Rights Act of 1968 (42 U.S.C. Section 3601 et seq.); and the Fair Housing Amendments Act of 1988 (42 U.S.C. Section 3601 et seq.); the Civil Rights Act of 1964 (42 U.S.C. Section 2000a et seq.); the Americans with Disabilities Act of 1990 (42 U.S.C. Section 12101 et seq.); and the Rehabilitation Act of 1973 (29 U.S.C. Section 701 et seq.).

The making of an allocation or award by the Department does not constitute a finding or determination that the Development is deemed qualified to receive such allocation or award. Applicant agrees that the Department or any of its directors, officers, employees, and agents will not be held responsible or liable for any representations made to the undersigned or its investors; therefore, Applicant assumes the risk of all damages, losses, costs, and expenses related thereto and agrees to indemnify and hold harmless the Department and any of its officers, employees, and agents against any and all claims, suits, losses, damages, costs, and expenses of any kind and of any nature that the Department may hereinafter suffer, incur, or pay arising out of its decisions and actions concerning this Application or the use of information therein.

Applicant, Affiliate, Development Owner, Developer, Guarantor or other Related Party is not subject to any pending criminal proceedings and if any such proceeding or any other charges which would invalidate the certifications are finally adjudicated or otherwise disposed of prior to Carryover, Determination Notice, or Closing, the Applicant will immediately notify the Department. Such notification must be presented to the Board for consideration at the next available Board meeting.

The individual whose name is subscribed hereto, in his or her individual capacity, on behalf of Applicant, and in all other related capacities described above, as applicable, expressly represents, warrants, and certifies that all information contained in this certification and in the Application, including any and all supplements, additions, clarifications, or other materials or information submitted to the Department in connection therewith as required or deemed necessary by the
materials governing the multifamily funding programs are true and correct, and the Applicant has undergone sufficient investigation to affirm the validity of the statements made. The Applicant agrees that the Department may, at its discretion, request additional information and/or documentation in its evaluation of this Application and is authorized but not obligated under this document to conduct its own investigation regarding any information required requested and or provided in relation to the Application or the Development. Further, the Applicant hereby expressly represents, warrants, and certifies that the individual whose name is subscribed hereto has read and understands all the information contained in this form of the Application.

By signing this document, the undersigned, in their individual capacity, on behalf of Applicant, whether formed or to be formed, and in all other related capacities described above, is affirming under penalty of Chapter 37 of the Texas Penal Code titled Perjury and Other Falsification and subject to criminal penalties as defined by the State of Texas. TEX. PENAL CODE ANN. §§37.01 et seq. (Vernon 2011) and subject to any and all other state or federal laws regarding the making of false statements to governmental bodies or the false statements or the providing of false information in connection with the procurement of allocations or awards that the Application and all materials relating thereto constitute government documents and that the Application and all materials relating thereto are true, correct, and complete in all material respects.
By: __________________________

Signature of Authorized Representative

Jacob Mooney

Printed Name

Authorized Signer

Title

02-10-2020

Date

THE STATE OF Texas

COUNTY OF Travis

Before me, a notary public, on this day personally appeared

Jacob Mooney

known to me to be the person whose name is subscribed
to the foregoing document and, being by me first duly sworn, declared and certified that the
statements therein contained are true and correct.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 10th day of February, 2020

(Seal)

ISABELLE ATKINSON
Notary Public, State of Texas
Comm. Expires 09-22-2020
Notary ID 13082962-0

Notary Public Signature
2020 Applicant Eligibility Certification

By: __________________________
Signature of Authorized Representative
Sallie Burchett

Printed Name
HUB Partner, Co-Developer

Title

Date

THE STATE OF _______ Texas _______ §

COUNTY OF _______ Travis _______ §

Before me, a notary public, on this day personally appeared __________________________, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared and certified that the statements therein contained are true and correct.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _______ day of _______ February _______ 2020

(Seal)

__________________________
Notary Public Signature

Page 6 of 6
January 2, 2020
Multifamily Direct Loan Certification

NOT APPLICABLE
Provide the contact information for the Applicant and any staff responsible for Administrative Deficiencies and/or clarifications to the Application.

1. **Applicant Contact Information**

<table>
<thead>
<tr>
<th>Name</th>
<th>Phone</th>
<th>Office</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jacob Mooney</td>
<td>(913) 638-2500</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:jmooney@mrecapital.com">jmooney@mrecapital.com</a></td>
<td>(913) 638-2500</td>
<td></td>
</tr>
<tr>
<td>Mailing Address</td>
<td>10777 Barkley Street, Suite 140</td>
<td></td>
<td></td>
</tr>
<tr>
<td>City</td>
<td>Overland Park</td>
<td>KS</td>
<td>66211</td>
</tr>
<tr>
<td>State</td>
<td>TX</td>
<td>Zip</td>
<td></td>
</tr>
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2. **Second Contact**

<table>
<thead>
<tr>
<th>Name</th>
<th>Phone</th>
<th>Office</th>
<th>Extension</th>
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</thead>
<tbody>
<tr>
<td>Daniel Sailler</td>
<td>(913) 231-8400</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:dsailer@mrecapital.com">dsailer@mrecapital.com</a></td>
<td>(913) 231-8400</td>
<td></td>
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3. **Consultant Contact (if applicable)**

<table>
<thead>
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<th>Name</th>
<th>Phone</th>
<th>Office</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sarah Andre</td>
<td>(512) 698-3369</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:sarah@structuretexas.com">sarah@structuretexas.com</a></td>
<td>(512) 698-3369</td>
<td></td>
</tr>
<tr>
<td>Mailing Address</td>
<td>1301 Chicon Street Suite 101</td>
<td></td>
<td></td>
</tr>
<tr>
<td>City</td>
<td>Austin</td>
<td>TX</td>
<td>78702</td>
</tr>
<tr>
<td>State</td>
<td></td>
<td>Zip</td>
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6a Competitive Housing Tax Credit Selection Self-Score
**Competitive Housing Tax Credit Selection Self-Score-10 TAC §11.9**

This form will self-populate based on scoring selections made throughout the Application. Applicant should refer to this form to ensure that scoring selections are accurate prior to submitting the Application. Corrections must be made in the applicable section(s) of the Application.

### Criteria Promoting Development of High Quality Housing

<table>
<thead>
<tr>
<th>Point Item Description</th>
<th>QAP Reference</th>
<th>Points Selected</th>
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<tbody>
<tr>
<td>Unit Sizes</td>
<td>§11.9(b)(1)(A)</td>
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<tr>
<td>Unit and Development Features</td>
<td>§11.9(b)(1)(B)</td>
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<tr>
<td>Sponsor Characteristics</td>
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High Quality Housing Total 17

### Criteria to Serve and Support Texans Most In Need

<table>
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<tr>
<th>Point Item Description</th>
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<tbody>
<tr>
<td>Income Levels of Residents</td>
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<tr>
<td>Rent Levels of Residents</td>
<td>§11.9(c)(2)</td>
<td>11</td>
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<tr>
<td>Resident Services</td>
<td>§11.9(c)(3)</td>
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<tr>
<td>Opportunity Index</td>
<td>§11.9(c)(4)</td>
<td>7</td>
</tr>
<tr>
<td>Underserved Area</td>
<td>§11.9(c)(5)</td>
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<tr>
<td>Residents with Special Housing Needs</td>
<td>§11.9(c)(6)</td>
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<tr>
<td>Proximity to Job Areas</td>
<td>§11.9(c)(7)</td>
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<tr>
<td>Readiness to Proceed in Disaster Impacted Counties</td>
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Serve and Support Texans Most in Need Total 57

### Criteria Promoting Community Support and Engagement

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<thead>
<tr>
<th>Point Item Description</th>
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<tr>
<td>Local Government Support</td>
<td>§11.9(d)(1)</td>
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<tr>
<td>Commitment of Development Funding by Local Political Subdivision</td>
<td>§11.9(d)(2)</td>
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<tr>
<td>Declared Disaster Area</td>
<td>§11.9(d)(3)</td>
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<tr>
<td>Quantifiable Community Participation</td>
<td>§11.9(d)(4)</td>
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<tr>
<td>Community Support from State Representative</td>
<td>§11.9(d)(5)</td>
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<tr>
<td>Input from Community Organizations</td>
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<tr>
<td>Concerted Revitalization Plan</td>
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Community Support and Engagement Total 11

### Criteria Promoting the Efficient Use of Limited Resources and Applicant Accountability

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<td>Financial Feasibility</td>
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<td>Cost of Development per Square Foot</td>
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<td>Pre-application Participation</td>
<td>§11.9(e)(3)</td>
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<tr>
<td>Leveraging of Private, State, and Federal Resources</td>
<td>§11.9(e)(4)</td>
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<td>Extended Affordability</td>
<td>§11.9(e)(5)</td>
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<td>Historic Preservation</td>
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<td>Right of First Refusal</td>
<td>§11.9(e)(7)</td>
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<td>Funding Request Amount</td>
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Efficient Use of Limited Resources and Applicant Accountability Total 53

### Point Deductions

<table>
<thead>
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<th>Points Selected</th>
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</thead>
<tbody>
<tr>
<td>§11.9(f)</td>
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</tbody>
</table>

Total Application Self Score 138
Multifamily Direct Loan Self-Score

NOT APPLICABLE
Site Info Form Part I
**Site Information Form Part I**

1. **Development Address (All Programs)**
   - 1860 Central Boulevard
   - Address: 11
   - City: Brownsville
   - Region: Urban
   - Zip: 78520
   - County: Cameron
   - Rural/Urban Designation: No

2. **Census Tract Information (All Programs)**
   - 48061013004
   - Median Household Income: 31852
   - Quartile: 3q
   - Poverty Rate: 27.6

   - The poverty rate for the Census Tract is above 40% (55% for Regions 11 or 13), and the Neighborhood Risk Factors Report and required resolution has been submitted behind Tab 2.

3. **Resolutions (Competitive HTC and Tax-Exempt Bonds, if applicable) [10 TAC §11.3]**
   - Check the boxes of true statements below. Resolutions must be provided to demonstrate eligibility for unchecked item.
     - **X** Twice the State Average Per Capita. The proposed Development is NOT located in a municipality or a county that has more than twice the state average of units per capita supported by Tax Credits or Private Activity Bonds. (QAP §11.3(c))
     - **X** One Mile Three Year Rule. The proposed Development is NOT a New Construction or Adaptive Reuse development that will be located one mile or less from a New Construction HTC or Bond Development serving the same type of household and awarded within the applicable three-year period and has not been withdrawn or terminated OR the Development meets one of the exceptions in §11.3(d)(2) of the QAP (provide evidence of exception).
     - **X** Limitations on Developments in Certain Census Tracts. The proposed Development is NOT a New Construction or Adaptive Reuse development that will be located in a census tract that has more than 20% HTC units per total households. (§11.3(e))

4. **Two Mile Same Year Rule (Competitive HTC Only) [10 TAC §11.3(b)]**
   - **X** The Development Site is not located in a county with a population that exceeds one million.
   - The site is located in a municipality with a population of two million or more where a federal disaster has been declared, and the municipality authorized to administer disaster recovery funds as a subgrant recipient.
   - The site is located in a county with a population that exceeds one million and is not located within 2 linear miles of the proposed Development.
   - The site is located in a county with a population that exceeds one million and is located within 2 linear miles of the site of the following eligible Pre-application(s) within the same county:

5. **Proximity of Development Site (Competitive HTC Only) [10 TAC §11.3(g)]**
   - **X** The Development Site is not located in a county with a population less than one million.
   - The site is located in a county with a population less than one million and is not contiguous to or within 1,000 feet of the site for any other eligible Pre-application(s) serving the same Target Population.
   - The site is located in a county with a population less than one million and is contiguous to or within 1,000 feet of the site for the following eligible Pre-application(s) serving the same Target Population:

6. **One Award per Census Tract Limitation (Competitive HTC Only) [10 TAC §11.3(h)]**
   - The Application is not USDA or At-Risk, or is in a Rural Subregion.
   - **na** The Application is not USDA or At-Risk, and the Development Site is located in a census tract in an Urban subregion and the following eligible Pre-application(s) are located in the same census tract:

7. **Zoning [10 TAC §11.204(11)] and Flood Zone Designation [10 TAC §11.101(a)(1)] (All Programs)**
   - Development Site is appropriately zoned? No
   - Zoning Designation: G
   - 4CG per zoning email - bps
   - Flood Zone Designation: X and A
   - Entire Development Site is outside the 100 year floodplain.
   - Farmland Designation: N/A

8. **Site & Neighborhood Standards (New Construction Direct Loan only) [10 TAC §13.2(12)]; [24 CFR 92.202 or 93.150]**
   - Confirm the following supporting documents are provided behind this tab.
   - **na** Statement explaining how the Development will promote greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low-income persons.

---

2/26/20

Children of the proposed development will attend:

<table>
<thead>
<tr>
<th>School Name</th>
<th>Grades X through X</th>
<th>TEA Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>Russell Elementary</td>
<td>PK through 5</td>
<td>MS B</td>
</tr>
<tr>
<td>Stell Middle School</td>
<td>6 through 8</td>
<td>MS B</td>
</tr>
<tr>
<td>Pace Early College High School</td>
<td>9 through 12</td>
<td>MS B</td>
</tr>
</tbody>
</table>

Account for each year for each school.

- School district has no attendance zones and the closest schools are listed.
- The Development Site is located within the attendance zone of an elementary school, a middle school or a high school that has a 2019 TEA rating of D (or Harvey exception applies) and a 2018 IR rating; or a 2019 TEA rating of F (or Harvey exception applies) and a 2018 Met Standard rating, and the Neighborhood Risk Factors Report (“NRFR”) and required documentation has been submitted behind Tab 2 [§11.101(a)(3)(D)(iv)].

10. Waiver of Rules [10 TAC §11.207]

- Applicant requests waiver of rules.
- Documentation to support waiver was previously provided or is attached behind Tab 8 and includes:
  - Documentation establishing how the need for the waiver was not within the control of the Applicant and plans for mitigation or alternate solutions has been submitted (as applicable); and
  - Documentation establishing how, by granting the waiver, it better serves the policies and purposes articulated in referenced sections of Gov’t Code than not granting the waiver.
Supporting Documentation for the Site Information Form Part I

Maps:

- Street Map with Site Drawn and Identified
- Census Tract Map with Development Site Identified

Resolutions:

- Twice the State Average of Units Per Capita Resolution
- One Mile Three Year Resolution or evidence of other exception
- Housing Tax Credit Units per Total Household Resolution

Zoning and Floodplain

- Evidence of Zoning and/or Evidence of Re-Zoning Process
- Evidence of Flood Zone Designation (FIRM or local government documentation)

Farmland Designation

- Information is included in the ESA.
- Information is included behind this tab.

Go to [https://websoilsurvey.nrcs.usda.gov/app/WebSoilSurvey.aspx](https://websoilsurvey.nrcs.usda.gov/app/WebSoilSurvey.aspx) and

- Go to “Quick Navigation”, select address and enter street address, city, and state. If the Development Site does not have a fixed address, enter the street, city, and state.
- Just below where it says “Area of Interest Interactive Map” and to the left of where it says “Legend” is a row of buttons. Two at the end are labeled “AOI” for area of interest. Click the rectangle or triangle button based on the relative shape of the Development Site.
- Outline the Development Site, getting as much within the rectangle or triangle as possible.
- Select the tab for “Soil Data Explorer”, select “Land Classifications”, then select “Farmland Classification”.
- Select “View Rating”. You may need to scroll down to see it.
- In the upper right corner, select “Printable Version”. Name it if you wish, scale to “Fit to page”, printed sheet size ”A landscape (11” x 8.5”). Make sure the box labeled ”show UTM Coordinate Ticks” is checked. Select “View”.

Site and Neighborhood Standards (New Construction Direct Loan Only)

- Statement regarding promoting housing choice explains HOW the Development will promote greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low income persons.

Educational Quality (all Applications)

- School Attendance Zone Map with Development labeled;
NOTE that consideration for Developments within zones considered ineligible by 10 TAC §11.101(b)(1)(C) would only be achieved through the waiver process as outlined in 10 TAC §11.207, and that waiver must be submitted prior to submission of the pre-application (if one is submitted) or the full application. A Neighborhood Risk Factors Report is not acceptable for ineligibility.

**Waiver of Rules**

The waiver request must establish how the need for the waiver was not within the control of the Applicant. Anyone seeking a waiver should include any and all materials they will rely upon to argue that waiver of ineligibility satisfies the waiver standard.

The waiver request must establish how, by granting the waiver, it better serves the policies and purposes articulated in Tex. Gov’t Code, §§2306.001, 2306.002, 2306.359, and 2306.6701, (which are general in nature and apply to the role of the Department and its programs, including the Housing Tax Credit program) than not granting the waiver.
Location Map

Brownsville Lofts
1860 Central Boulevard
Brownsville, Texas
The 2020 Qualified Census Tracts (QCTs) and Difficult Development Areas (DDAs) are effective January 1, 2020. The 2020 designations use data from the 2010 Decennial census and three releases of 5-year tabulations from the American Community Survey (ACS): 2010-2014; 2011-2015; and 2012-2016. The designation methodology is explained in the federal Register notice published September 25, 2019.

Map Options:
- Show Difficult Development Areas (Zoom 7+)
- Color QCT Qualified Tracts (Zoom 7+)
- Show Tracts Outline (Zoom 11+)
- Show FMR Outlines (Zoom 4+)
- Show LIHTC Projects (Zoom 11+)

Select Year
- 2020
- 2019

Click here for full screen map
Census Tract Map
Brownsville Lofts
1860 Central Blvd
Brownsville, Texas
Ms. Burchett,

The City only creates Zoning certification letters based only on the current zoning of the property. We would only be able to respond that the property currently has a General Retail “G” (4CG) Zoning Designation which allows a two story structure with a maximum of 40 dwelling units (consider compliance with landscaping, parking, & additional code regulations). We would not be able to create a zoning certification letter until the zoning change is approved. What I can do for you is respond to your question through this email, but would not count as a formal certification of the zoning. **If approved, the new area classification (“H”) would allow a structure with a maximum height of 3 stories and a maximum density of 80 units based on the size of the property (Area District “H” allows 25 units/acre; Property measures 3.2 acres; 25 units/acre X 3.2 acres = 80 units) (consider compliance with landscaping, parking, & additional code regulations). I hope this information helps. Let me know if you have additional questions.**
Current Zoning for Site is General Retail (4C)
PAYMENT DATE
02/20/2020

COLLECTION STATION
Building Permit NP - Teller A

RECEIVED FROM
MRE CAPITAL, LLC

DESCRIPTION
Zoning App: 235-2020 1860 Central Blvd

PAYMENT CODE RECEIPT DESCRIPTION TRANSACTION AMOUNT
610 ZN31 Zoning App - Commercial/Multifam Zoning App: 235-2020 1860 Central Blvd 01-588-30 Subd. & Zoning Fees Zoning Classification Fee $750.00 $750.00

Payments:

Type Detail Amount
Check 2756 $750.00

MRE CAPITAL, LLC
OVERLAND PARK, KS 66211

Central Bank of the Midwest
P.O. Box 4500
Jefferson City, MO 65102
80-189/1012

PAY TO THE ORDER OF City of Brownsville 750.00

Seven Hundred Fifty and 00/100

City of Brownsville

MEMO Zoning & Parking Variance/Brownsville Lofts B

City of Brownsville

Authorized Signature

Total Amount: $750.00

Customer Copy

Printed by: Julio Castaneda 02/20/2020 04:36:00 PM

Page 1 of 1
Zoning Application

Multi-Family/Office/Commercial/Retail/Industrial

☐ 0-1 Acres $500.00
☐ 1-5 Acres $750.00
☐ 5-10 Acres $1,000.00
☐ 10. and Up $1,500.00
☐ Tentative Date: 03/05/20
☐ Tentative Date: 04/17/20

☑ Planning and Zoning Commission
☑ City Commission

☐ For submittal requirements, see Appendix A: Zoning Processing Fees

Geographic ID #: 01-9330-1040-0071-00
Project Address: 1860 Central Boulevard
Subdivision: BROWNSVILLE LAND & IMP CO SUBD
Lot(s)/Block: LOT 7 BLK DD

Current Area Classification: G
Proposed Area Classification: H
Gross Acreage: 3.2810

Current Zoning: General Retail (4C)
Proposed Zoning: General Retail (4C)

Proposed Used: Multifamily 70 Units
Overlay Districts:

* If property is not subdivided you will need to provide survey map and/or metes and bounds
* If the application is signed by the representative we need a notarized authorization letter from the owner.

Owner Information

Name: Group Sermag LLC
Address: 1500 Los Sabales Drive
City: Brownsville
State: Texas Zip Code: 78520
Telephone:
Fax:
Email: serghcantu@hotmail.com
Signature:

Representative/Agent Information

Name: Chris Nagel, Tan Construction Inc
Address: 1040 Ratliff Street
City: San Benito
State: TX Zip Code: 78586
Telephone: (956) 455-3155
Fax:
Email: chris@tancoinc.net
Signature:

Office Use Only

Date Submitted: Code: Application Fee:
Accepted By: Case Number 235-
February 24, 2020

Sallie Burchett
Brownsville Housing Partners, LP
1301 Chicon Street, Suite 101
Austin, TX 78702

RE: Brownsville Lofts Zoning Change Request Hold Harmless Release

Dear Ms. Burchett:

The City of Brownsville has received your application for a zoning change for the development known as Brownsville Lofts located at 1860 Central Boulevard. The City has also received the release agreeing to hold the City of Brownsville harmless in the event the zoning change is denied.

Please contact me if you have any further questions.

Sincerely,

[Signature]

Martin Vega
Senior Planner - City of Brownsville
Planning and Redevelopment Department
This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards.

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 1/20/2020 at 3:29:41 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.
Elementary School Map

Brownsville Lofts
1860 Central Boulevard
Brownsville, Texas

🌟 Brownsville Lofts

Russell Elementary Attendance Zone
Middle School Map

Brownsville Lofts
1860 Central Boulevard
Brownsville, Texas

- Brownsville Lofts
- Stell Middle Attendance Zone
High School Map

Brownsville Lofts
1860 Central Boulevard
Brownsville, Texas

- Pace Early College High Attendance Zone
- Brownsville Lofts
# Texas Education Agency

## 2019 Accountability Ratings Overall Summary

**RUSSELL EL (031901110) - BROWNSVILLE ISD**

### Accountability Rating Summary

<table>
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<th>Score</th>
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<tr>
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<td>85</td>
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<td><strong>Student Achievement</strong></td>
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<tr>
<td>STAAR Performance</td>
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<td>C</td>
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<td>College, Career and Military Readiness</td>
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<td>Academic Growth</td>
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<tr>
<td>Relative Performance (Eco Dis: 94.7%)</td>
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<td>86</td>
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<td><strong>Closing the Gaps</strong></td>
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<td>86</td>
<td>81</td>
</tr>
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### Identification of Schools for Improvement

This campus is NOT identified for comprehensive support and improvement, targeted support and improvement, or additional targeted support.

### Distinction Designations

- ELA/Reading: Not Earned
- Mathematics: Not Earned
- Science: Not Earned
- Social Studies: Not Eligible
- Comparative Academic Growth: Not Earned
- Postsecondary Readiness: Earned
- Comparative Closing the Gaps: Earned
## Texas Education Agency
### 2018 Accountability Ratings Overall Summary
#### RUSSELL EL (031901110) - BROWNSVILLE ISD

<table>
<thead>
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<tr>
<td>Graduation Rate</td>
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<td>School Progress</td>
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<td>88</td>
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<tr>
<td>Academic Growth</td>
<td>74</td>
<td>79</td>
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<tr>
<td>Relative Performance (Eco Dis: 100.0%)</td>
<td>51</td>
<td>88</td>
<td>Met Standard</td>
</tr>
<tr>
<td>Closing the Gaps</td>
<td>92</td>
<td>87</td>
<td>Met Standard</td>
</tr>
</tbody>
</table>

### Distinction Designations
- ELA/Reading: Earned
- Mathematics: Not Earned
- Science: Not Earned
- Social Studies: Not Eligible
- Comparative Academic Growth: Not Earned
- Postsecondary Readiness: Earned
- Comparative Closing the Gaps: Earned
## Texas Education Agency

### 2019 Accountability Ratings Overall Summary

**STELL MIDDLE (031901044) - BROWNSVILLE ISD**

### Accountability Rating Summary

<table>
<thead>
<tr>
<th>Component</th>
<th>Score</th>
<th>Scaled Score</th>
<th>Rating</th>
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</thead>
<tbody>
<tr>
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<tr>
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<td>Graduation Rate</td>
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<tr>
<td><strong>School Progress</strong></td>
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<tr>
<td>Academic Growth</td>
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### Identification of Schools for Improvement

This campus is identified for targeted support and improvement.

### Distinction Designations

- ELA/Reading: Earned
- Mathematics: Not Earned
- Science: Not Earned
- Social Studies: Earned
- Comparative Academic Growth: Not Earned
- Postsecondary Readiness: Earned
- Comparative Closing the Gaps: Not Earned
### Texas Education Agency

#### 2018 Accountability Ratings Overall Summary

**STELL MIDDLE (031901044) - BROWNSVILLE ISD**

<table>
<thead>
<tr>
<th>Component</th>
<th>Score</th>
<th>Scaled Score</th>
<th>Rating</th>
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<tbody>
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<td>17</td>
<td>63</td>
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</table>

#### Distinction Designations

- ELA/Reading: Earned
- Mathematics: Not Earned
- Science: Not Earned
- Social Studies: Not Earned
- Comparative Academic Growth: Not Earned
- Postsecondary Readiness: Not Earned
- Comparative Closing the Gaps: Not Earned
Texas Education Agency
2019 Accountability Ratings Overall Summary
PACE EARLY COLLEGE H S (031901003) - BROWNSVILLE ISD

Accountability Rating Summary

<table>
<thead>
<tr>
<th>Component</th>
<th>Score</th>
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<tbody>
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<td>78</td>
<td>83</td>
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</table>

Identification of Schools for Improvement
This campus is NOT identified for comprehensive support and improvement, targeted support and improvement, or additional targeted support.

Distinction Designations

<table>
<thead>
<tr>
<th>Component</th>
<th>Rating</th>
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<tbody>
<tr>
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<tr>
<td>Postsecondary Readiness</td>
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</tr>
<tr>
<td>Comparative Closing the Gaps</td>
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## Texas Education Agency
### 2018 Accountability Ratings Overall Summary
#### PACE EARLY COLLEGE H S (031901003) - BROWNSVILLE ISD

<table>
<thead>
<tr>
<th>Component</th>
<th>Score</th>
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<tbody>
<tr>
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<td>Student Achievement</td>
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<td>Relative Performance (Eco Dis: 99.7%)</td>
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</table>

### Distinction Designations

- ELA/Reading: Not Earned
- Mathematics: Not Earned
- Science: Not Earned
- Social Studies: Not Earned
- Comparative Academic Growth: Not Earned
- Postsecondary Readiness: Not Earned
- Comparative Closing the Gaps: Not Earned
Site Info Form Part II
### Site Information Form Part II

**Self Score Total:** 138

1. **Opportunity Index (Competitive HTC and Direct Loan Applications Only) [10 TAC §11.9(c)(4) and 10 TAC §13.6(l)]**

   - Development Site is located entirely within a census tract that has a poverty rate that is less than 20% that is less than the median poverty rate for the region, whichever is higher.
   - The census tract has a median household income rate in the two highest quartiles within the region (2 points).
   - The census tract has a median household income in the third quartile within the region and is contiguous to a census tract in the first or second quartile without physical barriers such as (but not limited to) highways or rivers between and the Development Site is no more than 2 miles from the boundary between the census tracts. A map showing the Development Site, location of the border, scale showing distance, and other applicable evidence is included (1 point).

   **Contiguous Census Tract #** 48061012900  **Contiguous Tract Quartile** 2nd

   - Development is Urban and Development Site is within the required radius of eligible amenities and/or services, pursuant to §11.9(c)(4)(B)(i) of the QAP. A map showing the Development Site, scale showing radius, location of the amenities, and evidence that the amenity meets all requirements of the rule, as applicable, is included.

   - Full service grocery store (1 point)(1 mile)
   - Pharmacy (1 point)(1 mile)
   - Health-related facility (1 point)(3 miles)
   - Licensed center serving children (1 point)(2 miles)
   - Public library (1 point)(1 mile)
   - University or community college (1 point)(5 miles)
   - Census tract with ≥27% associate degree adults ≥25 (1 point)

   - Development is Rural or USDA and Development Site is within the required distance of eligible amenities and/or services pursuant to §11.9(c)(4)(B)(ii) of the QAP. A map showing the Development Site, scale showing radius, location of the amenities, and evidence that the amenity meets all requirements of the rule, as applicable, is included.

   - Indoor recreation facility available to public (1 point)(1 mile)
   - Outdoor recreation facility available to public (1 point)(1 mile)
   - A or B-rated public school (1 point)

   - No members of the Applicant or Affiliates had an ownership position in a selected amenity or served on the board or staff of a nonprofit that owned or managed a selected amenity within the year preceding the Pre-Application Final Delivery Date.

   - Entirely within the boundaries of an Economically Distressed Area (1 point); Yes
   - Entirely within a census tract that does not have another Development that was awarded less than 30 years ago according to the Department’s property inventory tab of the Site Demographic Characteristics Report (4 points):

   - For areas that did not score above, entirely within a census tract that does not have another Development that was awarded less than 20 years ago according to the Department’s property inventory tab of the Site Demographic Characteristics Report (3 points);

2. **Underserved Area (Competitive HTC and Direct Loan Applications Only) [10 TAC §11.9(c)(5) and 10 TAC §13.6(3)]**

   Applications may qualify for up to five (5) points for proposed Developments located in one of the following areas:

   - Wholly or partially within a Colonia (2 points);
     (Note: Not eligible if application qualifies for Opportunity Index points)
   - Entirely within the boundaries of an Economically Distressed Area (4 points);
     (Note: Not eligible if application qualifies for Opportunity Index points)
   - Entirely within a census tract that does not have another Development that was awarded less than 30 years ago according to the Department’s property inventory tab of the Site Demographic Characteristics Report (4 points):
     For areas that did not score above, entirely within a census tract that does not have another Development that was awarded less than 30 years ago according to the Department’s property inventory tab of the Site Demographic Characteristics Report (3 points);

   - Entirely within a census tract that does not have another Development that was awarded less than 20 years ago according to the Department’s property inventory tab of the Site Demographic Characteristics Report (3 points);

   - Entirely within a census tract that does not have another Development that was awarded less than 10 years ago according to the Department’s property inventory tab of the Site Demographic Characteristics Report (2 points);

   - Entirely within a census tract that is adjacent to an Economically Distressed Area (1 point);

   - Entirely within a census tract that is adjacent to a census tract that is contiguous to an Economically Distressed Area (2 points);

   - Entirely within a census tract that is adjacent to a census tract that is contiguous to a census tract that is contiguous to an Economically Distressed Area (3 points);

   - For areas that did not score above, entirely within a census tract that is adjacent to an Economically Distressed Area (1 point);

   - For areas that did not score above, entirely within a census tract that is adjacent to a census tract that is contiguous to an Economically Distressed Area (2 points);

   - For areas that did not score above, entirely within a census tract that is adjacent to a census tract that is contiguous to a census tract that is contiguous to an Economically Distressed Area (3 points);

   - For areas that did not score above, entirely within a census tract that is adjacent to a census tract that is adjacent to an Economically Distressed Area (2 points);

   - For areas that did not score above, entirely within a census tract that is adjacent to a census tract that is adjacent to a census tract that is contiguous to an Economically Distressed Area (3 points);

   - For areas that did not score above, entirely within a census tract that is adjacent to a census tract that is adjacent to a census tract that is adjacent to an Economically Distressed Area (4 points);

   - For areas that did not score above, entirely within a census tract that is adjacent to a census tract that is adjacent to a census tract that is adjacent to a census tract that is contiguous to an Economically Distressed Area (5 points);

   - For areas that did not score above, entirely within a census tract that is adjacent to a census tract that is adjacent to a census tract that is adjacent to a census tract that is adjacent to an Economically Distressed Area (6 points).

   **Application is seeking points for Opportunity Index.**

   **Total Points Claimed:** 7

   **If necessary, provide a brief summary of how the Development Site is justifying the points selected:**

   "The Development Site is located in a census tract with a median household income in the third quartile within the region and is contiguous to a census tract in the first or second quartile without physical barriers such as highways or rivers between. A map showing the Development Site, location of the border, scale showing distance, and other applicable evidence is included."
For areas that did not score above, entirely within a census tract that does not have another Development that was awarded less than 15 years ago according to the Department’s property inventory tab of the Site Demographic Characteristics Report (2 points);

Entirely within a census tract whose boundaries are wholly within an incorporated area and the census tract itself and all of its contiguous census tracts do not have another Development that was awarded less than 15 years ago according to the Department’s property inventory tab of the Site Demographic Characteristics Report. This item will apply in Places with a population of 100,000 or more, and not apply in the At-Risk Set-Aside (5 points):

- Contiguous Census Tract #
- Contiguous Census Tract #
- Contiguous Census Tract #

Entirely within a census tract where, according to American Community Survey 5-year Estimates, the population share of persons below the 200% federal poverty level decreased by 10% or more and where the total number of persons at or above the 200% poverty level increased by 15% or more from 2010 to 2017. This measure is referred to as the Affordable Housing Needs Indicator in the Site Demographic Characteristics Report (3 points);

An At-risk or USDA Development placed in service 25 or more years ago, that is still occupied, and that has not yet received federal funding, or LIHTC equity, for the purposes of Rehabilitation for the Development. (3 points)

3. Proximity to Job Areas (Competitive HTC Applications Only) [10 TAC §11.9(c)(7)]
   - **X** Application is not in the At-Risk Set-Aside; AND
   - **A. Proximity to the Urban Core**
     - Population of Place is 190,000-749,999 and Development is located w/in 2 miles of the main municipal government administration building. (6 points)
     - Population of Place is 750,000 or more and Development is located w/in 4 miles of the main municipal government administration building. (6 points)
     - OR
   - **B. Proximity to Jobs (select one)**
     - The Development is located within 1 mile of 16,500 jobs. (6 points)
     - The Development is located within 1 mile of 13,500 jobs. (5 points)
     - The Development is located within 1 mile of 10,500 jobs. (4 points)
     - The Development is located within 1 mile of 7,500 jobs. (3 points)
     - The Development is located within 1 mile of 4,500 jobs. (2 points)
     - The Development is located within 1 mile of 2,000 jobs. (1 point)

4. Concerted Revitalization Plan (Competitive HTC Applications Only) [10 TAC §11.9(d)(7)]
   - Region: 11 Urban
   - **No** Application is claiming points for a Concerted Revitalization Plan ("CRP"). (up to 7 points)
   - No points were claimed for Opportunity Index
   - Applicant has selected amenities in the Opportunity Index section and included documentation in the CRP packet.
   - The CRP Packet has been completed and is included behind Tab 10

5. Declared Disaster Area (Competitive HTC Applications ONLY) [10 TAC §11.9(d)(3)]
   - **X** Development is located in an area that qualifies as a Declared Disaster Area as defined in §11.9(d)(3). (10 points)

6. Readiness to Proceed in Disaster Impacted County (Competitive HTC Applications ONLY) [10 TAC §11.9(c)(8)]
   - **X** Application meets all of the following requirements: (5 points)
     - Application is for a proposed Development located in a county declared by FEMA to be eligible for individual assistance within the previous 3 years preceding December 1, 2019.
     - Application includes a certification that the Applicant will close all financing on or before the last business day in November, 202
     - Application includes acknowledgement from all lenders and the syndicator of the required closing date.
     - Application includes a certification that the Applicant will fully execute the construction contract on or before the last business day...
Application includes evidence that appropriate zoning will be in place at award.

Application includes a DETAILED narrative description of each piece of evidence provided that is not specifically requested and that evidence proves that the Applicant will have appropriate zoning at award and will close all financing and fully execute the construction contract on or before the last business day of November, 2020.

Applicant understands that failure to close all financing and/or fully execute the construction contract on or before the last business day in November, 2019 will result in penalty under 10 TAC §11.9(f), as determined solely by the Board.

<table>
<thead>
<tr>
<th>Application is seeking points for Readiness to Proceed.</th>
<th>Total Points Claimed:</th>
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<tbody>
<tr>
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Site Info Part II – Supporting Documents
Supporting Documentation for the Site Information Form Part II

Opportunity Index (Competitive HTC and Direct Loan Only)

- Map with Development Site boundaries indicated, relative to census tract boundaries
- Map with Development Site boundaries indicated, relative to census tract boundaries; and contiguous census tract with evidence of no physical barriers between the tracts
- Map(s) of Community Assets with Development, radius, and each asset labeled
- Distances are measured from the nearest boundary of the Development Site to the nearest boundary of the property or easement containing the facility, unless otherwise noted. All measurements include ingress/egress and any easements
- For each amenity, supporting documentation to evidence how the amenity meets each requirement of the rules.

NOTE: Per the rule, regular and recurring substantive services provided by community, civic or service organization must be beyond exclusively congregational or member-affiliated activities. For this item, you must evidence the organization’s service activity in the community.

Print-out from DFPS website confirming daycare licensed to serve relevant age groups
(http://www.dfps.state.tx.us/Child_Care/Search_Texas_Child_Care/ppFacilitySearchDayCare.asp)

Crime rate information for census tract from Neighborhood Scout or local data source dated after October 1, 2019, including the computation to determine the crime rate
(https://www.neighborhoodscout.com)

Print-out from THECB website confirming accreditation of university or community college
http://www.txhighereddata.org/Interactive/Institutions.cfm

Evidence amenity is operational or has started site work (for instance: website postings, newspaper ads, etc.); evidence of costs or membership fees, age restrictions, as applicable

Evidence of Underserved Area (Competitive HTC and Direct Loan Only)

For Colonia:
- Evidence from Attorney General of Colonia boundaries and
  https://www.texasattorneygeneral.gov/cpd/colonias
- Letter from the appropriate local government official or other evidence that the colonia lacks infrastructure and the Development will enable the current dwellings to connect to such infrastructure
- Map showing development site boundaries, relative to Colonia boundaries, and distance from Rio Grande river border.


- Documentation indicating the boundaries of the EDA and evidence of a Texas Water Development Board award within the last five years
- Map showing development site boundaries, relative to EDA boundaries.

For other items:
- Development must be awarded January 1, 2005 or earlier for 15-year threshold, January 1, 2000 or earlier for the 20-year threshold, and January 1, 1990 or earlier for 30-year threshold, as listed in the "Board Approval" column of the Property Inventory tab of the Site Demographic Characteristics Report posted on the Department’s website at http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm
- Map with Development Site boundaries indicated, relative to census tract boundaries
- Map with census tract boundaries indicated, relative to boundaries of incorporated area, if applicable.
- Map with all contiguous census tracts, if applicable
- Evidence Development was placed in service 25 or more years ago
- Evidence Development is still occupied. Submit any rent roll separate from the Application
- Evidence or statement that Development has not received federal funding or LIHTC equity for Rehab

Proximity to Job Areas (Competitive HTC Only)

Proximity to Urban Core
- Map with the appropriate radius, City Hall location, and evidence of meetings regularly scheduled for City Council, City Commission, or similar governing body.

OR

Proximity to Jobs
- US Census’ OnTheMap report, the 2017 data set, indicating date data was retrieved is as of October 1 before Pre-Application Final Delivery Date. (See the 2020 Application Manual for directions)

Concerted Revitalization Plan (Competitive HTC Only)

na
CRP Packet, including backup documentation for amenities is inserted behind this tab.

Declared Disaster Area: (Competitive HTC Only)

The county in which the Development Site is located is listed on the 2020 List of Declared Disaster Areas (no further documentation is required).

The List of Declared Disaster Areas is posted on the Department’s website at [http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm](http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm).

Applicant believes the county in which the Development Site is located was omitted from the list and should be listed. Application includes evidence that the Development Site is located in an area declared to be a disaster area under Tex. Gov’t Code §418.014 at any time within the two-year period preceding the date of Application submission.

Readiness to Proceed (Competitive HTC Only)

Evidence Development Site is located in a county declared by FEMA to be a disaster area eligible for individual assistance at some point since December 1, 2016 (only required if county is not included on the list and Applicant believes it should be).

Certification regarding closing deadline

Acknowledgement(s) of closing deadline from lenders and syndicator

Certification regarding construction contract signing deadline

Evidence that appropriate zoning will be in place at award (July 23, 2020).

Each piece of evidence provided that is not listed above must be accompanied by a detailed narrative describing how that piece of evidence allow the Applicant to meet the requirements.
Census Tract Map

Brownsville Lofts
1860 Central Blvd
Brownsville, Texas
Brownsville Lofts is adjacent to a Q2 census tract.
Tract Boundary Image - Central Boulevard in front of the HEB at 1628 Central Boulevard
Community Assets

Brownsville Lofts

1860 Central Boulevard
Brownsville, Texas

Grocery: HEB
Pharmacy: Walgreens
Health: Valley Baptist Medical Center
Childcare: Happy Little Faces Academy
Library: Brownsville Public Library
University: University of Texas Rio Grande Valley
Associates: 31.76%
Indoor Rec: Planet Fitness
Outdoor Rec: Joe and Tony Oliviera Park
Rated School: Pace Early College High
Boca Chica and Central Blvd H-E-B

1628 CENTRAL BLVD
BROWNSVILLE, TX 78520-8327
Corporate #263

Mon-Sun 06:00 AM - 12:00 AM
Store Phone: (956) 541 - 4816
Pharmacy Phone: (956) 542 - 0934

Weekly Ad Coupons Make My H-E-B Store

Pharmacy
Pharmacy Phone: (956) 542 - 0934
Compounding
Drive Thru
Immunizations
Pharmacy
Prescription Delivery

Mon-Fri 09:00 AM - 09:00 PM
Sat 06:00 PM - 05:00 PM
Sun 10:00 AM - 06:00 PM

Available Store Services
Drug and General Merchandise
Beauty
Flower Shop
Floral
Wedding Service
Meat Market
Custom Meat Cutting
Seafood
Fish Market
Gulf Shrimp
Salmon Burgers
Sushi
Store Services
Gas Station

Store Details
Make My H-E-B Store

Paredes and Torres H-E-B plus!
2155 PAREDES LINE RD
BROWNSVILLE, TX 78521-1609
Store Phone: (956) 574 - 9701
Store Hours: Mon-Sun 06:00 AM - 01:00 AM
Pharmacy
(956) 574 - 9707
Phone: Pharmacy Mon-
Hours: Fri 09:00
AM - 09:00 PM
Pharmacy

Store & Shopping
Open until 10pm
- Mon - Sat: 7am - 10pm
- Sun: 9am - 9pm

Search Products
Search by keyword or item ID

View deals
Weekly Ad
Discover this week's deals, savings, and bonus buys at this store.

Coupons
Now you can save even more with coupons that clip straight to your Balance® Rewards card.

Directions
Make this your store

Pharmacy
Open until 8pm
- Mon - Fri: 9am - 9pm
- Sat: 9am - 6pm
- Sun: 10am - 6pm

Drive-thru service available

Prescriptions
116 years of experience and still innovating how you fill prescriptions

Refill prescriptions

Other Pharmacy Services
Travel Health Consultations
Health Tests: Blood Pressure

Ask About Prescription Flavoring
Our prescription flavoring service, FLAVORx, is available for $2.99 at all Walgreens and Duane Reade pharmacies. Flavoring masks unpleasant tastes and can help children take their medicine.¹
Learn more
¹ Not all prescriptions can be flavored. Ask your local Walgreens pharmacy teams for more details.

Vaccinations
Schedule an appointment or walk in
- Flu
- Pneumonia
- Tdap

See all vaccinations at this store
Emergency Room

Emergency Room Check-in

<- Select facility ->

Emergency Care, Close to Home

Life doesn't stick to a schedule, so we're ready whenever you need us. Whether you're suffering from chest pain, shortness of breath, abdominal pain or any number of potentially life-threatening conditions, our emergency care is available. Whenever emergency strikes, Valley Baptist Medical Center's emergency departments are here for you — 24 hours a day, seven days a week.

Emergency Room Services

ER Check In Online
Have a non-life threatening medical issue? Don't wait in the hospital emergency room. Check in online.

Pediatric ER
Details on Valley Baptist Health System's dedicated pediatric emergency room.

Senior ER
Valley Baptist Brownsville offers the outstanding, compassionate care you expect, along with a special Emergency Room, d...
Find a Doctor or Location

Physician
Your search found no results. You may search again by adjusting your search criteria.

New Search

Location

Filter by Location Type
All

Filter by Service Provided
All

Filter by Distance Use My Current Location
Enter Your Address

Within Distance
Within 50+ Miles

Relevance
Sort By Relevance

Find Location

VBMC-Brownsville
1040 West Jefferson ST.
Brownsville, TX 78520
(956) 698-5400
### Operation Details

You may click on the question mark image (?) to view the Frequently Asked Questions (FAQ) page.

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<tr>
<td>Program Provided</td>
<td>Child Care Program</td>
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<tr>
<td>Operation/Caregiver Name</td>
<td>Happy Little Faces Academy</td>
</tr>
<tr>
<td>Location Address</td>
<td>2035 N CORIA ST STE 1 BROWNsville, TX 78520</td>
</tr>
<tr>
<td>Mailing Address</td>
<td>184 STAR AVE BROWNsville, TX 78520</td>
</tr>
<tr>
<td>Phone Number</td>
<td>956-504-1400</td>
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<td>Website Address</td>
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<td>Email Address</td>
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<tr>
<td>Administrator/Director Name</td>
<td>Bianca Gamboa</td>
</tr>
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<td>Type of Issuance</td>
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<td>Conditions on Permit?</td>
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<td>Accepts Child-Care Subsidies?</td>
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<td>Hours of Operation</td>
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<td>Temporarily Closed</td>
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### Five Year Inspection Summary

- Inspectors routinely monitor compliance with Licensing standards, rules and law. At a minimum, licensed and certified operations are inspected at least once a year; Registered Child Care Homes are inspected at least once every two years. Listed Family Homes are inspected only if there is a report of abuse/neglect or if we receive a report that the home is caring for too many children.

- When operations have serious deficiencies or a significant number of deficiencies, repeat deficiencies, or fail to make corrections timely, they are inspected more frequently by licensing staff, to ensure the health and safety of children in care.

- In the last five years, Licensing conducted the following:
27 - Inspections?
0 - Assessments?
0 - Self Reported Incidents?
2 - Reports?

Click on the inspection type to see additional details related to each inspection.

- There are many standards that an operation must comply with; the total number varies for each type of operation. An operation or home is generally given an opportunity to correct deficiencies and has the right to request a review of a deficiency. Deficiencies pending review are not included in the Five year history.

Five Year Compliance Summary
- During the last five years, 4029 standards were evaluated for compliance at this operation.

- Of the standards evaluated 57 deficiencies were cited.?

Click on the number of deficiencies to see additional details.

- Each standard is assigned a weight. The weight ensures all inspectors consider standard violations in the same way, and represents the potential impact a deficiency might have on children. Review the inspection reports to learn more about each citation. It's important to remember, weights are not assigned to an individual operation, inspection, or circumstance and are not intended to result in a ranking of operations or score.

- The weights of the standard deficiencies cited in the past five years are as follows:

8 were weighted as High
27 were weighted as Medium - High
20 were weighted as Medium
0 were weighted as Medium - Low
2 were weighted as Low

Click on the weight to see additional details about each deficiency.
Home › Government › Departments A - K › Brownsville Public Library System › I Want To... › Contact Us

Contact Us

Have a question or comment? Need help? Contact us and let us know. You can do so by emailing us at info@bpl.us or filling out the contact us form. Otherwise feel free to reach us by phone or postal correspondence at either of our locations.

Main Branch Library

Physical Address
2600 Central Boulevard
Brownsville, TX 78520

Phone: 956-548-1055
Fax: 956.548.0684

Hours
Monday - Thursday
10:00 AM - 9:00 PM

Friday
10:00 AM - 6:00 PM

Sunday
1 PM - 8:00 PM

Southmost Branch Library

Physical Address
4320 Southmost Blvd.
Brownsville, TX 78520

Phone: 956-548-1055 ext. 2203
Fax: 956-544-4336

Hours
Monday - Thursday
12:00 PM - 9:00 PM

Friday
12:00 PM - 6 PM

Saturday - Sunday
1:00 PM - 7:00 PM

Department Extensions
- Administration: 2102
- Reference & ILLs: 2110
- Circulation: 2115
- Children's: 2114
- Public Computing Center: 2111
- Technical Services: 2118

Department Extensions
- Administration: 2206
- Reference: 2203
- Circulation: 2201
- Children's: 2204
- Internet Resource Center (IRC): 2205
- Reader's Mark Cafe: 2208
<table>
<thead>
<tr>
<th>Institution</th>
<th>Administrative Officer</th>
<th>Main Telephone</th>
</tr>
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<tbody>
<tr>
<td>Angelo State University</td>
<td>Brian J. May</td>
<td>(325) 942-2073</td>
</tr>
<tr>
<td>Lamar University</td>
<td>Kenneth Evans</td>
<td>(409) 880-7611</td>
</tr>
<tr>
<td>Midwestern State University</td>
<td>Suzanne Shipley</td>
<td>(940) 397-4000</td>
</tr>
<tr>
<td>Prairie View A&amp;M University</td>
<td>Ruth J. Simmons</td>
<td>(938) 857-3311</td>
</tr>
<tr>
<td>Sam Houston State University</td>
<td>Dana G. Hoyt</td>
<td>(866) 294-1111</td>
</tr>
<tr>
<td>Stephen F. Austin State U</td>
<td>Steve Westbrook</td>
<td>(512) 488-2011</td>
</tr>
<tr>
<td>Sul Ross State University</td>
<td>William (Bill) Kibler</td>
<td>(830) 278-3339</td>
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<tr>
<td>Sul Ross State University Rio Grande College</td>
<td>William (Bill) Kibler</td>
<td>(830) 278-3339</td>
</tr>
<tr>
<td>Tarleton State University</td>
<td>F. Dominic Dottavio</td>
<td>(254) 968-9000</td>
</tr>
<tr>
<td>Texas A&amp;M International University</td>
<td>Pablo Arellano</td>
<td>(956) 326-2001</td>
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<tr>
<td>Texas A&amp;M University 2011 TAMU</td>
<td>Michael K. Young</td>
<td>(979) 845-3211</td>
</tr>
<tr>
<td>Texas A&amp;M University Galveston</td>
<td>Col. Michael E. Fossam</td>
<td>(877) 322-4443</td>
</tr>
<tr>
<td>Texas A&amp;M University System</td>
<td>John Sharp</td>
<td>(979) 458-6000</td>
</tr>
<tr>
<td>Texas A&amp;M University-Central Texas</td>
<td>Marc Niglazio</td>
<td>(254) 619-5400</td>
</tr>
<tr>
<td>Texas A&amp;M University-Commerce</td>
<td>Mark Rudin</td>
<td>(903) 886-5014</td>
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<tr>
<td>Texas A&amp;M University-Corpus Christi</td>
<td>Kelly M. Quintermilla</td>
<td>(361) 625-5700</td>
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<tr>
<td>Texas A&amp;M University-Kingsville</td>
<td>Mark A. Hussey</td>
<td>(361) 693-3207</td>
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<tr>
<td>Texas A&amp;M University-San Antonio</td>
<td>Cynthia Terriente-Mauz</td>
<td>(210) 932-2099</td>
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<tr>
<td>Texas A&amp;M University-Texarkana</td>
<td>Emily F. Culver</td>
<td>(903) 233-3000</td>
</tr>
<tr>
<td>Texas Southern University</td>
<td>Austin A. Lane</td>
<td>(713) 313-7011</td>
</tr>
<tr>
<td>Texas State University</td>
<td>Denise Trauth</td>
<td>(512) 245-2111</td>
</tr>
<tr>
<td>Texas State University System</td>
<td>Brian McCall</td>
<td></td>
</tr>
<tr>
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<tr>
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</tr>
<tr>
<td>Texas Tech University</td>
<td>2500 Broadway, Lubbock, TX 79409</td>
<td>President</td>
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<tr>
<td>Texas Tech University System</td>
<td>P.O. Box 42013, Lubbock, TX 79409</td>
<td>Chancellor</td>
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<tr>
<td>Texas Woman's University</td>
<td>304 Administration Drive, Denton, TX 76204-5889</td>
<td>President/Chancellor</td>
</tr>
<tr>
<td>The University of Texas at Arlington</td>
<td>701 S. Niederman Drive, Arlington, TX 76019</td>
<td>President</td>
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<tr>
<td>The University of Texas at Austin</td>
<td>University Station, Austin, TX 78712</td>
<td>Chancellor</td>
</tr>
<tr>
<td>The University of Texas at Dallas</td>
<td>800 W. Campbell Road, Richardson, TX 75080-3021</td>
<td>President</td>
</tr>
<tr>
<td>The University of Texas at El Paso</td>
<td>500 West University Avenue, El Paso, TX 79968</td>
<td>President</td>
</tr>
<tr>
<td>The University of Texas at San Antonio</td>
<td>One UTSA Circle, San Antonio, TX 78249-0001</td>
<td>President</td>
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<tr>
<td>The University of Texas at Tyler</td>
<td>3900 University Boulevard, Tyler, TX 75799</td>
<td>President</td>
</tr>
<tr>
<td>The University of Texas Permian Basin</td>
<td>4901 East University, Odessa, TX 79762</td>
<td>President</td>
</tr>
<tr>
<td>The University of Texas Rio Grande Valley</td>
<td>1201 W. University Drive, Edinburg, TX 78541</td>
<td>President</td>
</tr>
<tr>
<td>The University of Texas System</td>
<td>801 Colorado, Austin, TX 78760-2882</td>
<td>Chancellor</td>
</tr>
<tr>
<td>University of Houston</td>
<td>4600 Calhoun Road, Houston, TX 77204</td>
<td>President</td>
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<tr>
<td>University of Houston System</td>
<td>3100 Cullen Boulevard Suite 200, Houston, TX 77204-6001</td>
<td>President</td>
</tr>
<tr>
<td>University of Houston-Clear Lake</td>
<td>2700 Bay Area Boulevard, Houston, TX 77058-1096</td>
<td>President</td>
</tr>
<tr>
<td>University of Houston-Downtown</td>
<td>One Main Street, Houston, TX 77002</td>
<td>President</td>
</tr>
<tr>
<td>University of Houston-Victoria</td>
<td>3007 N. Ben Wilson, Victoria, TX 77901-6731</td>
<td>President</td>
</tr>
<tr>
<td>University of North Texas</td>
<td>1156 Union Circle #31277, Denton, TX 76203</td>
<td>President</td>
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<tr>
<td>University of North Texas at Dallas</td>
<td>7300 University Hills Boulevard, Dallas, TX 75241</td>
<td>President</td>
</tr>
<tr>
<td>University of North Texas System</td>
<td>1901 Main Street, Dallas, TX 75201</td>
<td>Chancellor</td>
</tr>
<tr>
<td>UNT Dallas College of Law</td>
<td>1901 Main Street, Dallas, TX 75201</td>
<td>Dean</td>
</tr>
<tr>
<td>West Texas A&amp;M University</td>
<td>2501 4th Avenue, Canyon, TX 79016</td>
<td>President</td>
</tr>
</tbody>
</table>
2019 Undergraduate Programs

With personalized mentorship from world class faculty, leading edge facilities and technology, opportunities for significant research, and a setting in the Rio Grande Valley that delivers unparalleled learning outlets for everything from aerospace, to international business, to cultural border studies, to marine biology, UTRGV's undergraduate learning experience is focused entirely on student success.

In addition to the depth and breadth of knowledge you'll gain from our core curriculum, majors, and minors, you'll also benefit from the kind of hands-on, active learning that brings that knowledge to life and applies it in meaningful ways. Internships, Service learning, Study abroad, Research, Field and lab work, Capstone experiences. And our Honors College will offer even greater academic challenges and learning opportunities.

You can also review the General Education Core.

Together, all of it combines to form a powerful pathway towards your successful career. We offer the following undergraduate majors:

Learn more about our undergraduate majors by calling 888.882.4026 or 956.882.8983 or emailing admissions@utrgv.edu.

Robert C. Vackar College of Business and Entrepreneurship
Bachelor Degrees

- Accountancy (BBA)
- Economics (BA) and (BBA)
  - Economics (BA)
  - Economics (BBA)
- Entrepreneurship and Innovation (BBA)
- Finance (BBA)
- Hospitality and Tourism Management (BS)
- Information Systems (BBA)
- International Business (BBA)
- Management (BBA)
- Marketing (BBA)
- Materials Management and Logistics (BS)

- Minors
- Minors
  - Business Administration
  - Economics
  - Entrepreneurship
  - Global Logistics
  - Human Resource Management
  - Hospitality and Tourism Management
  - Information Systems

College of Education and P-16 Integration

**Bachelor Degrees**

- Early Care and Early Childhood (BS)
  - Early Care and Early Childhood
  - Early Care and Early Childhood (Teacher Certification)
- Interdisciplinary Studies (BIS)
  - Elementary Education (Teacher Certification - Bilingual Education)
  - Elementary Education (Teacher Certification - English as a Second Language)
  - Elementary Education (Teacher Certification - Special Education)

- Minors
  - All-Level/Secondary Education
  - Early Care And Early Childhood Studies
  - Educational Technology
  - Leadership Studies

College of Engineering and Computer Science

**Bachelor Degrees**

- Civil Engineering (BS)
- Computer Engineering (BSCE)
- Computer Science (BSCS)
- Electrical Engineering (BSEE)
- Engineering Technology (BS)
- Manufacturing Engineering (BSMFGE)
- Mechanical Engineering (BSME)

- Minors
  - Computer Engineering
  - Computer Science
  - Electrical Engineering
  - Engineering Physics
  - Manufacturing Engineering
  - Mechanical Engineering
**Educational Attainment Data (§11.9(c)(5) of the 2020 Qualified Allocation Plan)**

The educational attainment for the population 25 years and over data is from table S1501 2013 - 2017 5-year American Community Survey (ACS). This data corresponds with the Opportunity Index scoring item at §11.9(c)(4) of the 2020 Qualified Allocation Plan (QAP). The QAP can be found at http://www.tdhca.state.tx.us/multifamily/hoas-rules.htm. Please contact jason.burr@tdhca.state.tx.us with any questions.

<table>
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<th>Census Tract</th>
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<td>Census Tract 130.04, Cameron County, Texas</td>
<td>1785</td>
<td>567</td>
<td>31.76%</td>
</tr>
</tbody>
</table>
Join for 25¢ down, $10 a month! Hurry, offer ends February 13

BROWNSVILLE, TX

PLANET FITNESS
1601 E Price Rd
Brownsville, TX 78521
United States
(956) 435-0661

CLUB HOURS
Open and Staffed 24 Hours, 7 Days a Week!

+ Holiday Hours

ABOUT

We strive to create a workout environment where everyone feels accepted and respected. That's why at Planet Fitness Brownsville, TX we take care to make sure our club is clean and welcoming, our staff is friendly, and our certified trainers are ready to help. Whether you're a first-time gym user or a fitness veteran, you'll always have a home in our Judgement Free Zone™.

→ Employment Opportunities
→ Member Survey
→ Find us on Facebook

MEMBERSHIPS

Select the right membership for you

Have a Promo Code?

Enter Promo Code Here

Apply

Check out our affordable gym memberships. Tons of cardio and strength equipment. Join now!
Indoor Recreation

**PF BLACK CARD®**

Get the PF Black Card!

$22.99/mo
plus taxes and fees

Select

Offer Expires February 13th!

**WHAT YOU GET**

- Unlimited Access to Home Club
- Free Fitness Training
- Use of Any Planet Fitness Worldwide
- Bring a Guest Anytime
- Use of HydroMassage
- Use of Tanning
- Use of Total Body Enhancement
- Use of Massage Chairs
- 50% Off Drinks
- PF Black Card® Key Tag
- Worldwide Travel Deals
- 20% off Reebok products
- WiFi

**HOW YOU GET IT**

Startup Fee $0.25
Monthly Dues $22.99
Annual Fee $39.00
Commitment no

Plus applicable taxes. Billed monthly to a checking account. Annual Membership Fee of $39.00 plus applicable taxes will be billed on or shortly after April 1st. State and local restrictions on tanning frequency apply. This offer has no monthly commitment.

**CLASSIC**

Flip Over this Deal! Only 25 cents to Join!

$10.00/mo
plus taxes and fees

Select

Offer Expires February 13th!

**WHAT YOU GET**

- Unlimited Access to Home Club
- Free Fitness Training
- Use of Any Planet Fitness Worldwide
- Bring a Guest Anytime
- Use of HydroMassage
- Use of Tanning
- Use of Total Body Enhancement
- Use of Massage Chairs
- 50% Off Drinks
- PF Black Card® Key Tag
- Worldwide Travel Deals
- 20% off Reebok products
- WiFi

**HOW YOU GET IT**

Startup Fee $0.25
Monthly Dues $10.00
Annual Fee $39.00
Commitment no

Plus applicable taxes. Billed monthly to a checking account. Annual Membership Fee of $39.00 plus applicable taxes will be billed on or shortly after April 1st. Membership can only be used at this location. This offer has no monthly commitment.
AMENITIES

USE OF ANY PLANET FITNESS WORLDWIDE
As a PF Black Card® member, you’ll have the ability to use any of our 1,800+ locations.

BRING A GUEST ANYTIME
Working out is better with a buddy. PF Black Card® members can bring a guest for free!

USE OF HYDROMASSAGE
One of our most popular PF Black Card® benefits, HydroMassage beds offer a relaxing massage experience.

USE OF TANNING
An exclusive benefit for PF Black Card® members.

USE OF TOTAL BODY ENHANCEMENT
This all-natural red and infrared light therapy treatment is a benefit for PF Black Card® members.

USE OF MASSAGE CHAIRS
With a PF Black Card® membership, you can relax and unwind after your workout (or before – we don’t judge).

50% OFF DRINKS
Staying hydrated is key to a great workout. PF Black Card® members get 50% off select beverages.

PF BLACK CARD® KEY TAG
Use your key tag to access exclusive PF Black Card® amenities.

WORLDWIDE TRAVEL DEALS
PF Black Card® Members can access discounted travel through our partnership with Leisure Time Passport®

20% OFF REEBOK PRODUCTS
PF Black Card® members receive 20% off select products.

WIFI
Because we know how important it is to stay connected.

UNLIMITED ACCESS TO HOME CLUB
Come in anytime, as often as you like.

FREE FITNESS TRAINING
Take a small group fitness class, check out our 30-minute express circuit or create a customized workout plan. It’s all free!
About this Park

Located in West Brownsville, this outdoor park if full of surprises. Avid bird watchers have sighted red-crowned, yellow-headed, lilac-crowned and red-ored parrots. This park also offers an area for children with special needs. In May of 2013 a skate park was added on the existing basketball court.

Amenities available at this 24- acre park include outdoor playing fields, basketball and tennis courts, children’s playgrounds and concessions. A recreation building with a multi-purpose gymnasium.

Enjoy a leisurely walk in the park, a game of basketball with friends on the courts, host a picnic. There is lots to do at the park!
School rated A or B by TEA in 2019

Texas Education Agency
2019 Accountability Ratings Overall Summary
PACE EARLY COLLEGE H S (031901003) - BROWNSVILLE ISD

<table>
<thead>
<tr>
<th>Accountability Rating Summary</th>
<th>Component Score</th>
<th>Scaled Score</th>
<th>Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall</td>
<td>89</td>
<td>B</td>
<td></td>
</tr>
<tr>
<td>Student Achievement</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>STAAR Performance</td>
<td>90</td>
<td>A</td>
<td></td>
</tr>
<tr>
<td>College, Career and Military Readiness</td>
<td>54</td>
<td>82</td>
<td></td>
</tr>
<tr>
<td>Graduation Rate</td>
<td>83</td>
<td>96</td>
<td></td>
</tr>
<tr>
<td>School Progress</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Academic Growth</td>
<td>92</td>
<td>A</td>
<td></td>
</tr>
<tr>
<td>Relative Performance (Eco Dis: 92.0%)</td>
<td>80</td>
<td>90</td>
<td>A</td>
</tr>
<tr>
<td>Closing the Gaps</td>
<td>78</td>
<td>83</td>
<td>B</td>
</tr>
</tbody>
</table>

Identification of Schools for Improvement
This campus is NOT identified for comprehensive support and improvement, targeted support and improvement, or additional targeted support.

Distinction Designations

<table>
<thead>
<tr>
<th>Subject</th>
<th>Distinction</th>
</tr>
</thead>
<tbody>
<tr>
<td>ELA/Reading</td>
<td>Not Earned</td>
</tr>
<tr>
<td>Mathematics</td>
<td>Not Earned</td>
</tr>
<tr>
<td>Science</td>
<td>Not Earned</td>
</tr>
<tr>
<td>Social Studies</td>
<td>Not Earned</td>
</tr>
<tr>
<td>Comparative Academic Growth</td>
<td>Earned</td>
</tr>
<tr>
<td>Postsecondary Readiness</td>
<td>Not Earned</td>
</tr>
<tr>
<td>Comparative Closing the Gaps</td>
<td>Not Earned</td>
</tr>
</tbody>
</table>
Underserved Area Map

48061013004 has no HTC Developments

Brownsville Lofts
1860 Central Boulevard
Brownsville, Texas
Brownsville Lofts Census Tract Site Demo Search

Census Tract 48061013004 has no HTC developments
Development Schedule and Project Execution Plan

February 2020: Apply for re-zoning (district change)
March 2020: Obtain Zoning Comments
April 2020: Submit revised Zoning Plans
May 2020: Zoning Approved
May 1, 2020: Submit final site plan to City for initial review
May 31, 2020: Receive comments from initial review and revise plans accordingly, (2nd submission occurs)
June 2020: Site plan acceptance by City
June 2020, Lender and Equity Due Diligence Complete
July 2020: Tax Credit Award
July 2020: Permit submission to the City for initial review; receive comments from initial review and revise accordingly
August 1, 2020: Second permit submission to the City
August 2020: Sign MOU with Management Company
August 31, 2020: Permit Plan acceptance and Permit Ready letter issued by the City
September 15, 2020: Organization documents finalized with Equity Partner
Loan documents finalized with Lender
Sept 15-Sept 30, 2020: Transaction coordination with Debt, Equity and Title Team (i.e., finalization of closing draw, document execution)
October 2020 – Contract Negotiations Complete and Signed
October 31, 2020: Permit Fees Paid and Permits Released
November 4, 2020: Final Closing
November 15, 2020: Construction to Begin
November 2021: First building placed in service
April 20, 2022: Construction Complete
The CensusOnTheMap coordinates shown above extend 5 decimal places. The Applicant entered the following 6 digit coordinates in the online tool: -97.509149 25.930654
Counts and Density of Primary Jobs in Work Selection Area in 2017

All Workers

Map Legend

<table>
<thead>
<tr>
<th>Job Density [Jobs/Sq. Mile]</th>
<th>Job Count [Jobs/Census Block]</th>
</tr>
</thead>
<tbody>
<tr>
<td>5 - 849</td>
<td>1 - 13</td>
</tr>
<tr>
<td>850 - 3,381</td>
<td>14 - 199</td>
</tr>
<tr>
<td>3,382 - 7,602</td>
<td>200 - 1,007</td>
</tr>
<tr>
<td>7,603 - 13,510</td>
<td>1,008 - 3,182</td>
</tr>
<tr>
<td>13,511 - 21,108</td>
<td>3,183 - 7,768</td>
</tr>
</tbody>
</table>

Selection Areas

Analysis Selection
Primary Jobs for All Workers by Total in 2017
Employed in Selection Area

<table>
<thead>
<tr>
<th>Total Primary Jobs</th>
<th>2017 Count</th>
<th>Share</th>
</tr>
</thead>
<tbody>
<tr>
<td>16,509</td>
<td>100.0</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>2017</td>
<td>Count</td>
</tr>
<tr>
<td>-----------------------</td>
<td>------</td>
<td>-------</td>
</tr>
<tr>
<td>Total Primary Jobs</td>
<td></td>
<td>16,509</td>
</tr>
</tbody>
</table>
## Additional Information

### Analysis Settings

<table>
<thead>
<tr>
<th>Analysis Type</th>
<th>Area Profile</th>
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<tbody>
<tr>
<td>Selection area as</td>
<td>Work</td>
</tr>
<tr>
<td>Year(s)</td>
<td>2017</td>
</tr>
<tr>
<td>Job Type</td>
<td>Primary Jobs</td>
</tr>
<tr>
<td>Labor Market Segment</td>
<td>All Workers</td>
</tr>
<tr>
<td>Selection Area</td>
<td>Selection Area Freehand Drawing buffered 1.00 miles</td>
</tr>
<tr>
<td>Selected Census Blocks</td>
<td>237</td>
</tr>
<tr>
<td>Analysis Generation Date</td>
<td>01/07/2020 17:11 - OnTheMap 6.6</td>
</tr>
<tr>
<td>Code Revision</td>
<td>d7f8a300c9f4e458f61bc73d3099ca2cb8f8f6aa</td>
</tr>
<tr>
<td>LODES Data Version</td>
<td>20170818</td>
</tr>
</tbody>
</table>

### Data Sources


### Notes

1. Race, Ethnicity, Educational Attainment, and Sex statistics are beta release results and are not available before 2009.
2. Educational Attainment is only produced for workers aged 30 and over.
3. Firm Age and Firm Size statistics are beta release results for All Private jobs and are not available before 2011.
4. Data on Federal employment are not available after 2015.
# 2020 FEMA Declared Disaster Areas

Counties Eligible under §11.9(d)(8) of the 2020 QAP

**Readiness to Proceed in Disaster Impacted Counties As of January 22, 2020**

<table>
<thead>
<tr>
<th>Aransas</th>
<th>Fayette</th>
<th>Jefferson</th>
<th>Orange</th>
</tr>
</thead>
<tbody>
<tr>
<td>Austin</td>
<td>Fort Bend</td>
<td>Jim Wells</td>
<td>Polk</td>
</tr>
<tr>
<td>Bastrop</td>
<td>Galveston</td>
<td>Karnes</td>
<td>Refugio</td>
</tr>
<tr>
<td>Bee</td>
<td>Goliad</td>
<td>Kleberg</td>
<td>Sabine</td>
</tr>
<tr>
<td>Brazoria</td>
<td>Gonzales</td>
<td>Lavaca</td>
<td>San Jacinto</td>
</tr>
<tr>
<td>Caldwell</td>
<td>Grimes</td>
<td>Lee</td>
<td>San Patricio</td>
</tr>
<tr>
<td>Calhoun</td>
<td>Hardin</td>
<td>Liberty</td>
<td>Tyler</td>
</tr>
<tr>
<td><strong>Cameron</strong></td>
<td>Harris</td>
<td>Matagorda</td>
<td>Victoria</td>
</tr>
<tr>
<td>Chambers</td>
<td>Hidalgo</td>
<td>Montgomery</td>
<td>Walker</td>
</tr>
<tr>
<td>Colorado</td>
<td>Jackson</td>
<td>Newton</td>
<td>Waller</td>
</tr>
<tr>
<td>DeWitt</td>
<td>Jasper</td>
<td>Nueces</td>
<td>Willacy</td>
</tr>
</tbody>
</table>
Readiness to Proceed Certifications

The Applicant, Brownsville Housing Partners, LP is seeking five (5) Readiness to Proceed points for its 2020 Tax Credit Application, Application #20001, per the guidelines laid out in the 2020 QAP. The undersigned, acting as the authorized signer for Brownsville Housing Partners, LP, hereby certifies the following:

1. The application is for a proposed Development located in a county declared by FEMA to be eligible for individual assistance within two years preceding December 1, 2018. Specifically, the project is located in Cameron County, which is included on the TDHCA list of FEMA-declared eligible counties.
2. The lender and syndicator letters for this application each include an acknowledgement of the required closing date.
3. Brownsville Housing Partners, LP will close all financing on or before the last business day of November 2020.
4. Brownsville Housing Partners, LP will fully execute the construction contract on or before the last business day of November 2020.
5. The site has applied for zoning to allow the proposed development and evidence of that is included in the full application. Per City of Brownsville officials, the timeframe for zoning completion is 60-90 days.
6. Brownsville Housing Partners, LP understands that failure to close all financing and/or fully execute the construction contract on or before the last business day of November 2020 will result in a penalty under 10 TAC §11.9(f), as determined solely by the Board of Directors of TDHCA.

A detailed narrative describing the project timeline and path to timely closing is attached.

Signature

By: Jacob Mooney
Authorized Signer
READINESS TO PROCEED

If awarded, the Applicant is prepared to close all financing and fully execute the construction contract on or before the last business day of November 2020.

Zoning
The site is zoned General Retail, which actually allows for the multifamily apartments. However, we have applied for an area district change from G to H, which allows for greater density on the site, allowing the development as proposed and zoning will be in place prior to Award.

Financing Partner Readiness
The lender and equity provider have received information regarding the development plans and proforma. The developer has closed more than a dozen transactions with this finance team and partnership documents have already been negotiated. This will allow us to move quickly to closing. As demonstrated by the acknowledgements provided, the financial partners are prepared to close on the loan/partnership by the last business day of November 2020.

Acquisition
The site is vacant and has direct access from the Right of Way. The Applicant and the property Seller are prepared to close on the land as soon as possible following approval from the financial partners and local development entities, but no later than the last day of business in November 2020. We do not anticipate any issues with the transfer of ownership.

Design, Approvals and Construction
MRE Capital has used the same design and engineering team for the past six years. Weekly meetings of all members of the development team help us ensure that every team member is attuned to the most recent information regarding site development and design. The development design for Brownsville Lofts is very similar to another development that this team built and MRE Capital operates in Missouri. Completed construction plans will available in August of this year. Permits should be available from the City of Brownsville within 4-6 weeks of plan submittal. We are using a local contractor, TAN Construction, based in nearby San Benito. TAN was a subcontractor on our Harlingen project and has an extensive network of contacts in the City of Brownsville. TAN has experience locally with permitting, inspections and construction subs. To date, their local knowledge has already saved the project time and money.
11 Site Info Form Part III
1. **Site Acreage**

   Please identify site acreage as listed in each of the following exhibits/documents.

<table>
<thead>
<tr>
<th>Site Control</th>
<th>Site Plan</th>
<th>Appraisal</th>
<th>ESA</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.281</td>
<td>3.281</td>
<td>NA</td>
<td>3.281</td>
</tr>
</tbody>
</table>


   (*) Should equal acreage indicated in site control documents less acreage intended to be dedicated, sold or used for public purpose and not to be encumbered by LURA (net acreage). The net acreage will be used for calculating density for all purposes.

   **Please provide an explanation of any discrepancies in site acreage below:**

   Describe any reductions except as a result of dedication of land for roadways, easements or other changes that may occur during development. Explain ALL factors that may affect the probability of the engineer’s or architect’s site plan actually being the final size of the development site.

2. **Site Control [10 TAC §11.204(10)]**

   The current owner of the Development Site is (If scattered site & more than one owner refer to Tab 13):

<table>
<thead>
<tr>
<th>Group Sermag, LLC</th>
<th>Sergio Cantu</th>
</tr>
</thead>
<tbody>
<tr>
<td>Entity Name</td>
<td>Contact Name</td>
</tr>
<tr>
<td>1500 Los Sabales Drive</td>
<td></td>
</tr>
<tr>
<td>Address</td>
<td></td>
</tr>
<tr>
<td>Brownsville</td>
<td>TX</td>
</tr>
<tr>
<td>City</td>
<td>State</td>
</tr>
<tr>
<td>1500</td>
<td>78520-8441</td>
</tr>
<tr>
<td>Zip</td>
<td>2013</td>
</tr>
</tbody>
</table>

   Is the seller affiliated with the Applicant, Principal, sponsor, or any Development Team member, as described in §11.302(e)(1)(B) (Identity of Interest)?

   If "Yes," please explain: No

   If "Yes", the Application must include the documentation required by 10 TAC §11.302(e)(1)(B)(ii), as applicable.

   Did the seller acquire the property through foreclosure or deed in lieu of foreclosure? No

   Identify all of the sellers of the proposed property for the 36 months prior to the first day of the Application Acceptance Period and their relationship, if any, to members of the Development Team:

<table>
<thead>
<tr>
<th>Name: None - the current owners purchased the property in 2013</th>
<th>Relationship: NA</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

   Site Control is in the form of:

   - X Contract for sale.
   - na If Direct Loan funds are requested, contract includes required language in 10 TAC §13.5(e).
   - Recorded Warranty Deed with corresponding executed closing/settlement statement.
   - Contract for lease.

   Expiration of Contract or Option: 12/20/20  Anticipated Closing Date: 11/30/20

   Title Commitment or Title Policy is included behind this tab (per 10 TAC §11.204(12)).

   The Property has the following encumbrance(s):

   If the property will be subject to any kind of ownership other than fee simple ownership by the Applicant upon closing on financing, please explain in the box below:

   [Ground lease, condominium, master lease, etc..]

3. **Ingress/Egress and Easements [10 TAC §11.204(10)(D)]**
If ingress and egress to a public right of way are not part of the Property described in the site control documentation, the Applicant must provide:

- Evidence of an easement, leasehold, or similar documented access; and
- Evidence that the fee title owner of the property agrees that the LURA may extend to the access easement.

4. **Re-platting or Vacating Requirement [10 TAC §11.204(10)(E)]**

- Control of the entire proposed Development Site requires that a plat or right of way be vacated, and evidence that the vacation/re-platting process has started is included.

5. **30% increase in Eligible Basis "Boost" (9% and 4% HTC Only) [10 TAC §11.4(c)]**

Development qualifies for the boost for:
- Qualified Census tract that has less than 20% HTC Units per household
- New Construction or Adaptive Reuse Development is in a QCT with 20% or greater Housing Tax Credit Units per household, and a resolution from the Governing Body of the appropriate municipality or county allowing the construction of the Development is included behind Tab 8.†*
  
  † Rehabilitation Developments located in a QCT with 20 percent or greater Housing Tax Credit Units per total households are eligible to qualify for the boost and are not required to obtain such a resolution from the Governing Body.

- Development is located in a Small Area Difficult Development Area (SADDA)
- Rural Development *(Competitive HTC only)*
- Development is entirely Supportive Housing *(Competitive HTC Only)*
- Development meets the criteria for the Opportunity Index as identified in §11.9(c)(4) of the Qualified Allocation Plan *(Competitive HTC only)*
- Development elects to restrict 10% of units at 30% AMI. These units may not be used to meet any scoring criteria, or used to meet any Multifamily Direct Loan program requirement. *(Competitive HTC only)*
- Development is in an area covered by a concerted revitalization plan and elects and is eligible for points under 10 TAC §11.9(d)(7), is not Elderly, and is not located in a QCT. *(Competitive HTC only)*
- Development is located in a Qualified Opportunity Zone designated under the Bipartisan Budget Act of 2018 (H.R. 1892). *(Competitive HTC only)*

If a revised form is submitted, date of submission: ________________________

---

2/10/20
Site Info Part III – Supporting Documents
Support Documentation from Site Information Part III Should be Included Behind this Tab.

Site Control Documentation

- Evidence of Site Control as described in 10 TAC §11.204(10)
  - Recorded warranty deed, includes corresponding executed settlement statement (or functional equivalent).
  - Contract or option for lease (must include language required by 10 TAC §13.5(e) if requesting Direct Loan funds).
  - Contract for sale or option for purchase (must include language required by 10 TAC §13.5(e) if requesting Direct Loan funds).
  - If Identity of Interest, includes documentation described in 10 TAC §11.302(e)(1)(B)(ii), as applicable.

Ingress/Egress and Easements

- Documentation required by 10 TAC §11.204(10)(D) is included, as applicable.

Re-platting or Vacating Requirement

- Documentation required by 10 TAC §11.204(10)(E) is included, as applicable.

Title Commitment or Policy

- Documentation required by 10 TAC §11.204(12) is included.

Increase in Eligible Basis (30% Boost)

- Resolution from the Governing Body of the appropriate municipality or county allowing the construction of the Development, if applicable.
- Census tract map that includes the 11-digit census tract number and clearly shows that the proposed Development is located within a QCT, if applicable.
- SADDA map clearly showing the Development is located within the boundaries of a SADDA, if applicable.
- Census tract map that includes the 11-digit census tract number and clearly shows that the proposed Development is located within the boundaries of a Qualified Opportunity Zone, if applicable.

List of Opportunity Zones can be found at:

https://www.cdfifund.gov/Documents/Copy%20of%20Designated%20QOZs.6.14.18.xlsx
ASSIGNMENT OF REAL ESTATE CONTRACT

Interstate Holdings, LLC, a Missouri limited liability company, the undersigned Assignor, pursuant to rights granted, does hereby grant, assign, transfer and convey unto Brownsville Housing Partners, LP, a Texas limited partnership, its successors and assigns, as Assignee, all of its rights, title and interest in and to the Real Estate Contract (the “Purchase Agreement”) dated November 11, 2019 between Group Sermag, LLC, as seller, and Interstate Holdings, LLC, as buyer, in the amount of $1,100,000.00, as adjusted pursuant to the Purchase Agreement or as amended by the parties, for the sale and purchase of the real estate described in the Purchase Agreement. Pursuant to section 13 of the Purchase Agreement, the Purchase Agreement may be freely assigned by Buyer.

Assignee hereby assumes all of Assignor’s duties and obligations under said Purchase Agreement and agrees to fulfill all terms, conditions, and contingencies of said Purchase Agreement and to perform as required in good faith and within any time periods established by said Purchase Agreement. Assignee shall have all right, title or interest in or to any down payment, earnest money deposit and other sums at any time paid or to be paid by Assignor with respect to the Purchase Agreement.

Assignor and its affiliates make no warranty, expressed or implied, regarding either the Purchase Agreement or the real estate or other assets described therein.

This Assignment shall be governed by and construed in accordance with the laws of the State of Texas.

IT WITNESS WHEREOF, the undersigned have executed this Assignment this 4th day of December, 2019.

BROWNSVILLE HOUSING PARTNERS, LP, a Texas limited partnership

By its General Partner:
BROWNSVILLE HOUSING, LLC, a Texas limited liability company

By: ____________________________
    Daniel Sailler, III, Manager

INTERSTATE HOLDINGS, LLC, a Missouri limited liability company

By: ____________________________
    Daniel Sailler III, Member and Manager
REAL ESTATE CONTRACT

SELLER: Group Sermag, LLC
1500 Los Sabales Dr.
Brownsville, Texas 78520-8441

BUYER: Interstate Holdings, LLC,
a Missouri limited liability company
10777 Barkley St., Suite 140
Overland Park, Kansas 66211

TITLE COMPANY: Independence Title
ATTN: Dan Phares
5900 Shepherd Mountain Cove
Bldg. 2, Suite 200
Austin, Texas 78730

EFFECTIVE DATE: November 11, 2019

1. Sale and Purchase. Seller is the fee simple owner of approximately 3.281 acres of real estate and improvements (the “Property”) located in Brownsville, Cameron County, Texas, legally described as Lot 7, Block DD, Brownsville Land & Improvement Co Subdivision, Property Identification Number 34186, Geographic ID# 01-9330-1040-0071-00. The final legal description to be determined by survey.

2. Purchase Price and Payment. Seller shall sell and Buyer shall purchase the Property, subject to the terms and conditions set forth herein. The purchase price is $1,100,000.00 ("Purchase Price"), paid as follows: $1,000,000 ("Earnest Money") deposited with the Title Company designated above within five (5) business days and the remainder paid at Closing subject to adjustments and conditions herein.

3. Due Diligence. Buyer intends to apply for federal low-income housing tax credits and other incentives ("Tax Credits") in approximately January, 2020, with tax credits typically awarded on a competitive basis several months after application ("Tax Credit Award Date"). Buyer shall have the period beginning on the Effective Date, and ending 150 days after the Tax Credit Award Date (the "Due Diligence Period") to determine to Buyer's satisfaction the viability of the Property for its intended use. Buyer, in its sole discretion, can terminate this Contract by giving notice to Seller on or before the expiration of the Due Diligence Period if Buyer determines the Property is not viable for its intended use or Buyer is unable to secure satisfactory financing. Buyer shall have access to the Property during the Due Diligence Period to make or cause to be made tests, studies, inspections and investigations. Seller shall make the Property available to Buyer and its representatives. If Buyer terminates this Contract during the Due Diligence Period, all Earnest Money shall be returned to Buyer. Seller shall deliver to Buyer within 15 days after the Effective Date any existing site plans, surveys, soil studies, plans and specifications, environmental studies, and other plans, diagrams or studies of any kind in Seller’s possession or control which affect the Property ("Seller’s Documents"). In the event Buyer does not purchase the Property, Buyer will provide to Seller copies of any survey, title commitment and other documents prepared for the Property.

4. Title Insurance. Buyer may obtain at Buyer’s expense a current commitment from the Title Company to issue a title insurance policy (the “Title Commitment”). In addition, Buyer shall have the right to obtain at its own expense a current survey of the Property (“Buyer’s Survey”). Buyer shall have the Due Diligence Period in which to notify Seller in writing of any objections Buyer has to any matters shown or referred to in the Title Commitment, Buyer’s Survey or Seller’s Documents. Any matters which are set forth in the Title Commitment and Buyer’s Survey and to which Buyer does not object prior to Closing shall be deemed to be permitted exceptions to the status of Seller’s title (the “Permitted Exceptions”). Seller shall remove at the Closing any mortgages, deeds of trust, liens or encumbrances on the Property. Seller shall have ten (10) days after receipt of Buyer’s objections in which to advise Buyer of Seller’s intent to not cure any other objections. If Seller advises Buyer that Seller is unwilling to cure the other objections, Buyer shall have the right to terminate this Contract. If Seller has not so advised Buyer within such ten (10) day period, Seller shall cure the objections.

5. Taxes and Assessments. Seller shall pay all real estate taxes, impositions and special assessments for the Property for the period prior to Closing. Such real estate taxes and special assessment for the year of closing...
shall be prorated between Seller and Buyer. If the actual amount of current general real estate taxes is not known, the amount to be prorated shall be the amount of general real estate taxes for the next preceding tax year.

6. Condemnation and Risk of Loss. If, prior to the Closing Date, the Property or any of the improvements on the Property shall be damaged, this Contract may be terminated by Buyer. If any portion of the Property shall be taken or threatened to be taken under the power of eminent domain, Seller shall immediately give Buyer notice of same and the nature and extent thereof and Buyer may terminate this Contract. If Buyer does not terminate this Contract, this Contract shall remain in full force and effect and Buyer shall receive all condemnation proceeds payable by reason of such taking with respect to the Property.

7. Seller’s Warranties, Covenants and Representations. Seller warrants, covenants and represents the following to Buyer as of the Effective Date and as of Closing, each of which shall survive Closing and not be merged into the deed: Seller owns fee simple title to the Property and the undersigned is authorized to execute this Agreement on behalf of the Seller; no work has been performed and no materials have been furnished to the Property which might give rise to a mechanic’s, materialmen’s or other similar lien against the Property; there are no existing agreements, options or commitments granting to any person or entity the right to acquire Seller’s right, title or interest in or to any part or all of the Property; Seller has received no knowledge of any health, safety, pollution, environmental, toxic waste, zoning, or other condition or violation of law in respect to the Property or any part thereof; and there are no pollutants or hazardous substances on, in or under the Property.

8. Closing, Possession. Closing shall take place within thirty (30) days after the expiration of the Due Diligence Period on a date selected by Buyer. Buyer may extend the Closing in one month increments for up to eight additional months by the payment of $2,500 for each monthly extension which shall be non-refundable, but applicable to the Purchase Price. At Closing, Seller shall execute and deliver to Buyer and/or Title Company, as appropriate, a Warranty Deed, transferring and conveying to Buyer marketable fee simple title to the Property, subject only to such exceptions, liens and encumbrances acceptable to Buyer and expressly identified to Seller in writing (“Permitted Exceptions”); a customary owner’s title affidavit as may be required by the Title Company, and other documents required by the Title Company, in order to issue the owner’s and lender’s policies of title insurance. Seller shall pay the cost for the Title Commitment and one-half (1/2) of any escrow charges or fees charged by the Title Company and other closing costs typically paid by sellers in the county in which the Property is located. Possession of the Property shall be delivered to Buyer at Closing. Buyer shall pay the premium cost for the owner’s policy of title insurance, for any endorsements to the title insurance policy, one-half (1/2) of any escrow charges or fees charged by the Title Company and other closing costs typically paid by buyers in the county in which the Property is located. Notwithstanding any other provision, Closing is subject to Buyer obtaining Tax Credits, equity and debt financing satisfactory to Buyer.

9. Default and Remedies. If Seller fails to perform any of the covenants and/or agreements contained herein which are to be performed by Seller, Buyer may, at its option, either (i) specifically enforce this Contract, or (ii) terminate this Contract by giving written notice of termination to Seller and receive a full refund of any money deposited. If Buyer fails to close the transaction contemplated hereunder, then, as Seller’s exclusive remedy, Seller may retain the Earnest Money.

10. Brokerage Relationship Disclosure. Brokerage Relationship Disclosure. Buyer represents and warrants that it is not represented by an agent or broker. Seller represents and warrants that it is represented by Coastal Realty as its agent or broker. Seller shall be responsible for payment of a commission of any commission to Seller’s agent. Seller agrees to indemnify Buyer and hold Buyer harmless from any loss, liability, damage, cost or expense (including court costs and reasonable attorneys’ fees) incurred by Buyer by reason of any claim to any broker’s, finder’s or other fee in connection with this transaction by any party claiming by, through or under Seller. Buyer agrees to indemnify Seller and hold Seller harmless from any loss, liability, damage, cost or expense (including court costs and reasonable attorneys’ fees) incurred by Seller by reason of any claim to any broker’s, finder’s or other fee in connection with this transaction by any party claiming by, through or under Buyer.

11. Time of Essence. TIME AND EXACT PERFORMANCE ARE OF THE ESSENCE UNDER THIS CONTRACT.

12. Notices. All notices shall be mailed, addressed, sent or delivered, to the parties at the addresses first written above or such other address as may be specified by notice given pursuant hereto. Notices may be transmitted by: (i) certified United States mail addressed to the other party’s Notice Address specified above; or (ii) a nationally
recognized overnight delivery service addressed to the other party’s Notice Address specified above; or (iii) personal delivery to a person authorized to accept notices at the other party’s Notice Address specified above. Delivery shall be as follows: notice given by certified United States mail, on the second regular postal day next following the date of mailing; notice by nationally recognized expedited overnight service on the first business day after delivery to the service; or by personal delivery upon actual receipt of such notice. Notices may also be given by e-mail to an address commonly used by a party, including any e-mail address disclosed by a party herein. Notice given by e-mail shall be deemed given when the e-mail is sent. Notices may also be given by facsimile machine to a number commonly used by a party, including any facsimile number disclosed by a party herein. Notice by facsimile shall be deemed given when the facsimile is sent.

13. Miscellaneous. This Contract shall be binding upon and inure to the parties and their respective heirs, executors, administrators, successors and assigns. Buyer may freely assign this Contract to an affiliated entity. Any other assignment shall require the Seller’s written approval, which approval will not be unreasonably withheld, conditioned or delayed. This Contract shall be governed by the laws of the state in which the Property is located. Both parties shall do and perform such other and further acts as are reasonably necessary so as to effectuate their intentions as herein expressed. The failure of either party to insist upon strict performance by the other party of this Contract shall not be deemed a waiver of any of such party’s rights or remedies and shall not be deemed a waiver of any subsequent breach or default by the other party. This Contract constitutes the entire understanding between the parties hereto and supersedes any and all prior agreements, arrangements and understandings between the parties hereto. This Contract may be amended only by a writing signed by both Buyer and Seller.

14. Counterpart Execution. This Contract may be signed in any number of counterparts, each of which shall be an original for all purposes, but all of which taken together shall constitute only one agreement. For purposes of this Contract, a document (or signature page thereto), other than a document for which original documents or signatures are required including the deed, that is signed and transmitted by facsimile machine, telecopier, or email of a PDF copy, shall be treated as an original document. Except as otherwise provided herein, the signature of any party thereon, for purposes hereof, shall be considered an original signature, and the document transmitted shall be considered to have the same binding effect as an original signature on an original document.

15. Section 1031 Exchange. The buyer intends to complete this transaction as a part of an exchange of like-kind properties in accordance with Section 1031 of the Internal Revenue Code, as amended. All expenses in connection with the contemplated exchange will be paid by the exchanging party. The other party will not incur any expense or liability with respect to the exchange. The parties agree to cooperate fully and in good faith to arrange and consummate the exchange so as to comply to the maximum extend feasible with the provisions of Section 1031 of the Internal Revenue Code. The other provisions of this contract will not be affected in the event the contemplated exchange fails to occur.

IN WITNESS WHEREOF, the parties have executed this instrument effective as of the date first written above.

SELLER: GROUP SER MAG, LLC,
a Texas limited liability company

By: ________________ Title: ________________

E-mail: sergh4cantu@hotmail.com

BUYER: INTERSTATE HOLDINGS, LLC,
a Missouri limited liability company

By: ________________ Title: Manager

E-mail: lmooney@murecapital.com
dsailler@murecapital.com
Good Morning,

Attached is a true, correct and complete copy of the Real Estate Contract for the above referenced transaction as said contract was received by the title company today, Dec. 6, 2019. Thanks to all for the opportunity to be of service; I look forward to working with you.

Attached are wiring instructions for use in delivery of the $1,000 earnest money. The title company will forward a separate notice once the earnest money has been received.

We will open title later today and will provide the title commitment once the title evidence has been received.

I will be your primary contact for title insurance and escrow matters. Please direct e-mail communications to me, with copy to Whitney White and Rachel Egan (copied herein).

Thanks

Dan

Dan Phares, CTIP

Senior Vice President - Commercial Group

Independence Title

5900 Shepherd Mountain Cove

Bldg. 2, Suite 200

Austin, Texas 78730

Direct: 512 279 7273

Office: 512 454 4500

Direct Fax: 512 767 6350

Cell: 512 569 0412

E-mail: dphares@independencetitle.com

BE CAUTIOUS IF YOU CHOOSE TO WIRE FUNDS
Deposit Receipt

File No. 1950103-COM
Group Sermag LLC to Interstate Holdings, LLC
Lot 7. Block DD, Brownsville Land & Improvement Co. Subdivision

This is to confirm Independence Title has received funds in the amount of $1,000 via wire transfer on December 9, 2019 representing the Earnest Money in accordance with Section 2 of the Real Estate Contract for the above-referenced transaction.

Confirmation of outgoing wire is attached hereto as Exhibit “A”

Received this day December 9, 2019, by

Authorized Signatory
TEXAS CAPITAL BANK

Incoming Wire Transfer Advice

E-mail Receipt

Dear Customer: SECURED LAND TRANSFERS LLC

This e-mail notification serves as immediate notification that the following incoming wire transfer CREDIT will be posted to your account number ********5115. If you have any questions, please contact the wire department at 844-426-9320.

~~~~~~~~~~~  Incoming Wire Transfer Information  ~~~~~~~~~~~

Beneficiary: INDEPENDENCE TITLE ESCROW ACCOUNT

Amount: $1,000.00

Sender:
Name  CENTRAL BANK
ABA #  086500634
Reference #  20191209K1B7041C00036612091005FT01
Senders Reference  0022
Date  2019-12-09
Time  09:06:00

Originating Bank  CENTRAL BANK OF THE MIDWEST
By Order Of  MRE CAPITAL LLC

Receiver:
Confirmation #  20191209K1B7041C00036612091005FT01
Beneficiary  INDEPENDENCE TITLE ESCROW ACCOUNT

Intermediary Bank  :

Beneficiary Bank  :

Reference for Beneficiary :

Originator to Beneficiary : ESCROW PAYMENT FILE NO 1950103-COM GROUP SERMANG/INTERSTATE HOLDINGS

Bank to Bank Information :

Exhibit A
COMMITMENT FOR TITLE INSURANCE (Form T-7)

Issued by
TITLE RESOURCES GUARANTY COMPANY

We, Title Resources Guaranty Company, will issue our title insurance policy or policies (the Policy) to You (the proposed insured) upon payment of the premium and other charges due, and compliance with the requirements in Schedule C. Our Policy will be in the form approved by the Texas Department of Insurance at the date of issuance, and will insure your interest in the land described in Schedule A. The estimated premium for our Policy and applicable endorsements is shown on Schedule D. There may be additional charges such as recording fees, and expedited delivery expenses.

This Commitment ends ninety (90) days from the effective date, unless the Policy is issued sooner, or failure to issue the Policy is our fault. Our liability and obligations to you are under the express terms of this Commitment and end when this Commitment expires.

THE FOLLOWING COMMITMENT FOR TITLE INSURANCE IS NOT VALID UNLESS YOUR NAME AND THE POLICY AMOUNT ARE SHOWN IN SCHEDULE A, AND OUR AUTHORIZED REPRESENTATIVE HAS COUNTERSIGNED BELOW.

Title Resources Guaranty Company

An Authorized Signature

By: 

Executive Vice President

Secretary

Form T-7: Commitment for Title Insurance

Effective 1/03/2014
COMMITMENT FOR TITLE INSURANCE  T-7

ISSUED BY

TITLE RESOURCES GUARANTY COMPANY

SCHEDULE A

Effective Date:  February 2, 2020, 08:00 am  
Commitment No. 1950103-BOM, issued January 2, 2020

1. The policy or policies to be issued are:
   
   a. OWNER'S POLICY OF TITLE INSURANCE (Form T-1)
      (Not applicable for improved one-to-four family residential real estate)
      Policy Amount:  $1,100,000.00
      PROPOSED INSURED:  Brownsville Housing Partners, LP***
      ***See Schedule C for requirements

   b. TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE
      ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)
      Policy Amount:
      PROPOSED INSURED:

   c. LOAN POLICY OF TITLE INSURANCE (Form T-2)
      Policy Amount:
      PROPOSED INSURED:
      Proposed Borrower:

   d. TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)
      Policy Amount:
      PROPOSED INSURED:
      Proposed Borrower:

   e. LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)
      Binder Amount:
      PROPOSED INSURED:
      Proposed Borrower:

   f. OTHER
      Policy Amount:
      PROPOSED INSURED:

2. The interest in the land covered by this Commitment is:  Fee Simple

3. Record title to the land on the Effective Date appears to be vested in:
   Group Sermag, LLC, a Texas limited liability company
4. Legal description of land:

Being that certain tract of land described as containing 3.281 acre, more or less, out of Block "DD", and a portion of an unsubdivided tract in the Brownsville Land and Improvement Company Subdivision, Cameron County, Texas, according to the map or plat thereof recorded in Volume 1, Page 18, Map Records, Cameron County, Texas, as said 3.281 acre tract is more particularly described in metes and bounds description in deed dated Aug. 20, 2013 recorded in Vol. 19602 Page 199, Official Public Records, Cameron County, Texas, as said deed was corrected under Re-Recording Affidavit recorded in Vol. 19656 Page 302 Official Public Records, reference to which is hereby made for all purposes, including the incorporation herein of said description by reference.

Note: The Company is prohibited from insuring the area or quantity of land described herein. Any statement in the above legal description is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override or alter the insuring provisions of Item two of Schedule “B” hereof.
SCHEDULE B
EXCEPTIONS FROM COVERAGE

In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorney's fees, and expenses resulting from:

1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):

   Item 1 of Schedule B is hereby deleted.

2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.

3. Homestead or community property or survivorship rights, if any of any spouse of any insured. (Applies to the Owner's Policy only.)

4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
   a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
   b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
   c. to filled-in lands, or artificial islands, or
   d. to statutory water rights, including riparian rights, or
   e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area. (Applies to the Owner's Policy only.)

5. Standby fees, taxes and assessments by any taxing authority for the year 2020, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year ___ and subsequent years.")

6. The terms and conditions of the documents creating your interest in the land.

7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)

8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy (T-2) only.)

9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only.) Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance (T-2R).
10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):

.1 Right-of-Way Easement granted to County of Cameron, by Mabel H. McInnis, dated June 16, 1954, filed for record in the Office of the County Clerk of Cameron County, Texas in Volume 578, Page 358, Deed Records, Cameron County, Texas.

.2 Inclusion of any portion of the land within Resaca as shown on plat recorded Vol. 1 page 18, Map Records, Cameron County, Texas and as referenced in deed to Sermag, LLC as recorded in Vol. 19602 Page 199, as corrected in Vol. 19656 Page 302, Official Public Records, Cameron County, Texas.

.3 Any visible and/or apparent unrecorded easement, public or private, located in, on, over or across the land.

End of Schedule B.
SCHEDULE C

Your Policy will not cover loss, costs, attorneys' fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.

2. Satisfactory evidence must be provided that:
   a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
   b. all standby fees, taxes, assessments and charges against the property have been paid,
   c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
   d. there is legal right of access to and from the land,
   e. (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.

3. You must pay the seller or borrower the agreed amount for your property or interest.

4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.

5. Requirement is made that a satisfactory assignment be made from Interstate Holdings, LLC, a Missouri limited liability company to Brownsville Housing Partners, LP of the buyer's interest in the current purchase contract.

6. Requirement is made that satisfactory documentation be provided as to the authority, authorization and capacity of the person(s)/entity(ies) executing documents on behalf of Brownsville Housing Partners, LP, a Texas limited partnership, and that said entity has been duly formed and registered with the Texas Secretary of State.

7. Requirement is made that satisfactory documentation be provided as to the authority, authorization and capacity of the person(s)/entity(ies) executing documents on behalf of Group Sermag, LLC a Texas limited liability company.

8. Company requires current titleholders to execute a satisfactory closing affidavit confirming what encumbrances on the property to be insured are known to the current titleholder as of the date of closing.

9. Good Funds in an amount equal to all disbursements must be received, deposited and collected before any funds may be disbursed. Partial disbursements prior to the receipt, deposit and collection of good funds are not permitted. Good Funds means cash, wire transfer, certified checks, cashier's checks and teller checks.
10. ARBITRATION: The Owner Policy of Title Insurance (Form T-1) and the Loan Policy of Title Insurance (Form T-2) contain an arbitration provision. It allows the Insured or the Company to require arbitration if the amount of insurance is $2,000,000 or less. If the Insured wants to retain the right to sue the Company in case of a dispute over a claim, the Insured must request deletion of the arbitration provision before the Policy is issued. The Insured may do this by signing the Deletion of Arbitration Provision form and returning it to the Company at or before the closing of the real estate transaction or by writing to the Company. (The Arbitration Provision may not be deleted on the Texas Residential Owner Policy of Title Insurance (Form T-1R).)

Countersigned / Independence Title

By: ________________________________
Authorized Signatory
COMMITMENT FOR TITLE INSURANCE

SCHEDULE D

GF No. 1950103-COM Effective Date: Feb. 2, 2020 @ 08:00 am

Pursuant to the requirements of Rule P-21, Basic Manual of Rules, Rates and Forms for the writing of Title Insurance in the State of Texas, the following disclosures are made:

1. The following individuals are directors and/or officers, as indicated, of the Title Insurance Company issuing this Commitment:

   **Title Resources Guaranty Company**, is a corporation whose shareholders owning or controlling, directly or indirectly, 10% or more of said corporation, directors, and officers are listed below:

   **Shareholders:**
   Title Resource Group LLC.

   **Directors:**
   Donald J. Casey; Michael P. Gozdan; Sriram Someshwara; J. Scott McCall; Thomas N. Rispoli; Donald W. Evans, Jr.; Marilyn J. Wasser

   **Officers:**
   J. Scott McCall-President/CEO, E. Paul McNutt, Jr-EVP, Jason Bragg-SVP; Michael P. Gozdan- Secretary, Charlotte C. Simonelli -Treasurer

2. The following disclosures are made by the Title Insurance Agent Secured Land Transfers, LLC dba Independence Title issuing this commitment:

   (a) A listing of each shareholder, owner, partner, or other person having, owning or controlling one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium.

      **TRG Maryland Holdings LLC**

   (b) A listing of each shareholder, owner, partner, or other person having, owning or controlling 10 percent (10%) or more of an entity that has, owns or controls one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium.

      **Title Resource Group LLC**

   (c) If the Agent is a corporation: (i) the name of each director of the Title Insurance Agent, and (ii) the names of the President, the Executive or Senior Vice-President, the Secretary and the Treasurer of the Title Insurance Agent are as follows:

      Scott Storck, President; Donald J. Casey, Chief Executive Officer; Sriram Someshwara, Senior Vice President and Chief Financial Officer; Michael P. Gozdan, Senior Vice President and Secretary; Marilyn J. Wasser, Executive Vice President and Assistant Secretary; Donald W. Evans, Jr., Senior Vice President; Robert Fitzpatrick, Senior Vice President; Lynette K. Gladdis, Senior Vice President and Assistant Secretary; Timothy B. Gustavson, Senior Vice President; Deborah Higgins, Senior Vice President; Thomas N. Rispoli, Senior Vice President and Assistant Secretary; Seth I. Truwiit, Senior Vice President and Assistant Secretary; Walter Patrick Mullen, Senior Vice President; Brian Alan Pitman, Vice President; Jay Fitzgerald, Vice President.

   (d) The name of any person who is not a full-time employee of the Title Insurance Agent and who receives any portion of the title insurance premium for services performed on behalf of the Title Insurance Agent in connection with the issuance of a title insurance form; and, the amount of premium that any such person shall receive is disclosed in paragraph 3.

   (e) For purposes of this paragraph 2, “having, owning, or controlling” includes the right to receipt of a percentage of net income, gross income, or cash flow of the Agent or entity in the percentage stated in subparagraphs (a) or (b).
3. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving a portion of the premium from the settlement of this transaction will be disclosed on the closing or settlement statement.

You are further advised that the estimated title premium is:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Owner's Policy</td>
<td>$0.00</td>
</tr>
<tr>
<td>Loan Policy</td>
<td>$0.00</td>
</tr>
<tr>
<td>Endorsement Charges</td>
<td>$0.00</td>
</tr>
<tr>
<td>Other</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$0.00</strong></td>
</tr>
</tbody>
</table>

Of this total amount: 15% will be paid to the policy issuing Title Insurance Company; 85% will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

<table>
<thead>
<tr>
<th>Amount</th>
<th>To Whom</th>
<th>For Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>P-24 Agreement</td>
<td>Sierra Title Insurance Guaranty Company, Inc.</td>
<td>Title Evidence</td>
</tr>
</tbody>
</table>

"The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance."
DELETION OF ARBITRATION PROVISION
(Not applicable to the Texas Residential Owner's Policy)

Arbitration is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of insurance is $2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the closing of your real estate transaction or by writing to the Company.

The arbitration provision in the Policy is as follows:

"Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service or benefit furnished or to be furnished under the policy, any controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is $2,000,000 or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of $2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction."

__________________________________________________________________________
SIGNATURE

__________________________________________________________________________
DATE
INDEPENDENCE TITLE COMPANY

PRIVACY NOTICE

You have chosen to do business with Independence Title Company and we are obligated to honor the relationship with great care, beginning with the confidential information that may come into our possession during the course of your transaction with us. We believe that your privacy should not be compromised and are committed to maintaining the confidentiality of that information.

You can be assured that we are respecting your privacy and safeguarding your "nonpublic personal information". Nonpublic personal information is information about you that we collect in connection with providing a financial product or service to you. Nonpublic personal information does not include information that is available from Public sources, such as telephone directories or government records.

We collect nonpublic personal information about you from the following sources:

- Information we receive from you on applications or other forms
- Information about your transaction with us
- Information about your transactions with nonaffiliated third parties
- Information we receive from a consumer-reporting agency

We respect the privacy of our customers, and we will not disclose nonpublic personal information about our customers or former customers to anyone, except as permitted by law.

We restrict access to nonpublic personal information about you to those employees who need that information to provide products or services to you.

We maintain physical, electronic, and procedural safeguards that comply with federal standards to guard your nonpublic personal information.

We will not disclose nonpublic personal information about our customers or former customers to nonaffiliated third parties, except as permitted by law.

Independence Title Company recognizes and respects the privacy expectations of our customers. We want our customers to understand our commitment to privacy in our use of customer information. Customers who have any questions about this Privacy Policy or have any questions about the privacy of their customer information should call Independence Title Company at (512) 454-4500.
TEXAS TITLE INSURANCE INFORMATION

Title Insurance insures you against loss resulting from certain risks to your title.

The commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to completely understand it before your closing date.

El seguro de título le asegura en relación a pérdidas resultantes de ciertos riesgos que pueden afectar el título de su propiedad.

El Compromiso para Seguro de Título es la promesa de la compañía aseguradora de emitir la póliza de seguro de título. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo completamente antes de la fecha para finalizar su transacción.

Your Commitment for Title Insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a policy subject to the Commitment’s terms and requirements.

Before issuing a Commitment for Title Insurance (the Commitment) or a Title Insurance Policy (the Policy), the Title Insurance Company (the Company) determines whether the title is insurable. This determination has already been made. Part of that determination involves the Company’s decision to insure the title except for certain risks that will not be covered by the Policy. Some of these risks are listed in Schedule B of the attached Commitment as Exceptions. Other risks are stated in the Policy as Exclusions. These risks will not be covered by the Policy. The Policy is not an abstract of title nor does a Company have an obligation to determine the ownership of any mineral interest.

Minerals and Mineral Rights may not be covered by the Policy. The Company may be unwilling to insure title unless there is an exclusion or an exception as to Minerals and Mineral Rights in the Policy. Optional endorsements insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase. If the title insurer issues the title policy with an exclusion or exception to the minerals and mineral rights, neither this Policy, nor the optional endorsements, ensure that the purchaser has title to the mineral rights related to the surface estate.

Another part of the determination involves whether the promise to insure is conditioned upon certain requirements being met. Schedule C of the Commitment lists these requirements that must be satisfied or the Company will refuse to cover them. You may want to discuss any matters shown in Schedules B and C of the Commitment with an attorney. These matters will affect your title and your use of the land.

When your Policy is issued, the coverage will be limited by the Policy’s Exceptions, Exclusions and Conditions, defined below.

- EXCEPTIONS are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also be added if you do not comply with the Conditions section of the Commitment. When the Policy is issued, all Exceptions will be on Schedule B of the Policy.

- EXCLUSIONS are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.

- CONDITIONS are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-800-528-8018 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

You can also get a brochure that explains the policy from the Texas Department of Insurance by calling 1-800-252-3439.

Before the Policy is issued, you may request changes in the policy. Some of the changes to consider are:

- Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner’s Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company’s other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.

- Allow the Company to add an exception to "rights of parties in possession." If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.
1 IMPORTANT NOTICE

To obtain information or make a complaint:

2 You may contact your Title Resources Guaranty Company at 1-800-526-8018.

3 You may call Title Resources Guaranty Company toll-free telephone number for information or to make a complaint at:

1-800-526-8018

4 You may also write to Title Resources Guaranty Company at:
8111 LBJ Freeway, Suite 1200
Dallas, TX, 75251

5 You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

6 You may write the Texas Department of Insurance:
P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

7 PREMIUM OR CLAIM DISPUTES:
Should you have a dispute concerning your premium or about a claim you should contact the agent or company (agent or the company) first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

8 ATTACH THIS NOTICE TO YOUR POLICY:
This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener información o para someter una queja:

Puede comunicarse con su Title Resources Guaranty Company al 1-800-526-8018.

Usted puede llamar al número de teléfono gratis de Title Resources Guaranty Company para información o para someter una queja al:

1-800-526-8018

Usted también puede escribir a Title Resources Guaranty Company al:
8111 LBJ Freeway, Suite 1200
Dallas, TX, 75251

Puede comunicarse con el Departamento de Seguros de Texas para obtener información acerca de compañías, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:
P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:
Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el (agente) (la compañía) (agente o la compañía) primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA:
Este aviso es solo para propósito de información y no se convierte en parte o condición del documento adjunto.
13 Multiple Site Information Form

NOT APPLICABLE
14 Elected Officials
Elected Officials

- Elected officials **were identified in the Pre-Application**, and there have been no changes. (If box above is checked, the rest of the form may be left BLANK.)

- Elected officials have **changed since the Pre-Application was submitted**, and information regarding notifications or re-notifications is entered below.

- **No Pre-Application was submitted**.

Please identify all elected officials which represent the Development Site.

**US Representative**

State Senator

Support Letter

City Mayor

School Superintendent

Presiding officer of Board of Trustees

** While Applicants are not required to notify US Representatives, the Department is required to notify them. Therefore, Applicant must identify the appropriate US Representative of the district containing the Development.

<table>
<thead>
<tr>
<th><strong>US Representative</strong></th>
<th>District</th>
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<tbody>
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<table>
<thead>
<tr>
<th>State Senator</th>
<th>District</th>
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<tr>
<th>Support Letter</th>
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<table>
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<tr>
<th>City Mayor</th>
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<table>
<thead>
<tr>
<th>School Superintendent</th>
<th>District Name</th>
<th>Email</th>
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<table>
<thead>
<tr>
<th>Presiding officer of Board of Trustees</th>
<th>Email</th>
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</table>

**While Applicants are not required to notify US Representatives, the Department is required to notify them. Therefore, Applicant must identify the appropriate US Representative of the district containing the Development.**
Neighborhood Organizations
Organizations were identified in the Pre-Application, and there have been no changes.
(If above is checked, the rest of the form may be left BLANK)

Organizations have changed since the Pre-Application was submitted, and information regarding notifications or re-notifications is entered below. Insert an explanation behind this tab.

No Pre-Application was submitted.

Identify all Neighborhood Organizations on record with the county or Texas Secretary of State as of the beginning of the Application Acceptance Period whose boundaries include the Development Site.

<table>
<thead>
<tr>
<th>Name of Organization</th>
<th>Contact Name</th>
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<tbody>
<tr>
<td></td>
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</tr>
<tr>
<td>Address</td>
<td>City</td>
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<td>Zip</td>
<td>Phone</td>
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<td></td>
<td>Fax or Email</td>
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<th>Name of Organization</th>
<th>Contact Name</th>
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<td>Fax or Email</td>
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<td>Fax or Email</td>
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<th>Name of Organization</th>
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<td>Phone</td>
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<td>Fax or Email</td>
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<td>Zip</td>
<td>Phone</td>
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<tr>
<td></td>
<td>Fax or Email</td>
</tr>
</tbody>
</table>

Neighborhood Organizations (Continued)
Certification of Notifications
CERTIFICATION OF NOTIFICATIONS (ALL PROGRAMS)

Pursuant to 10 TAC §11.203 of the Qualified Allocation Plan, evidence of notifications includes this sworn affidavit, and the Elected Officials and Neighborhood Organizations Forms. All Applicants must complete Parts 1 through 4 below:

Part 1. Notifications made at Pre-Application (Competitive HTC only):

I (We) certify that the pre-application included evidence of these notifications pursuant to 10 TAC §11.203, the pre-application met all threshold requirements, and no additional notifications were required with this full Application.

Re-notifications made at Application (Competitive HTC only):

I (We) certify that the pre-application for this full Application met all threshold requirements, but all required entities were re-notified as required by 10 TAC §11.203.

Notifications made at Application:

- No pre-application was submitted, and I (We) certify that the all required entities were notified as required by 10 TAC §11.203.
- One or more persons holding a position or role described changed between the submission of the pre-application and the Application, and I (We) certify that the new entity was notified as required by 10 TAC §11.203.

As applicable, all re-notifications or notifications made at Application are indicated in the Application on the Elected Officials and/or Neighborhood Organizations Form(s).

Part 2. Notifications - Form and Content:

X I (we) certify that the notifications are not older than 3 months from the first day of the Application Acceptance Period for Competitive HTC Applications and not older than three (3) months prior to the date the complete Application is submitted for Tax Exempt Bond Developments, and not older than three (3) months prior to the date the Application is submitted for all other Applications.

X I (we) certify that the notifications do not contain any false or misleading statements. Without limiting the generality of the foregoing, the notification does not create the impression that the proposed Development will serve a Target Population exclusively or as a preference without such targeting or preference being documented in the Application and is or will be in full compliance with all applicable state and federal laws, including state and federal fair housing laws.

X I (we) certify that the notifications or any other communications do not contain any statement that violates Department rules, statute, code, or federal requirements.

X I (We) certify that, in addition to all of the required neighborhood organizations, the following entities were notified in accordance with 10 TAC §11.203. The notifications were in the format provided in the Application Notification Template. All of the following entities were notified and are correctly listed on the Elected Officials Form and Neighborhood Organizations Form:

- Superintendent of the school district containing the Development;
- Presiding officer of the board of trustees of the school district containing the Development;
- Mayor of any municipality containing the Development;
- All elected members of the Governing Body of any municipality containing the Development;
- Presiding officer of the Governing Body of the county containing the Development;
- All elected members of the Governing Body of the county containing the Development;
- State senator of the district containing the Development; and
- State representative of the district containing the Development.

X While not required to be submitted in this Application, I have kept evidence of all notifications made and this evidence may be requested by the Department at any time during the Application review.

Part 3. Neighborhood Organizations (competitive HTC only):

X Pursuant to 10 TAC §11.203, I (We) certify that a reasonable search for applicable entities has been conducted and all Neighborhood Organizations for which this Application would be eligible to receive points under 10 TAC §11.9(d)(4) of the QAP or for which notification is required have been listed in the pre-application and/or the Application.

Certify on next page
CERTIFICATION OF NOTIFICATIONS (continued)

Part 4. Certification

By: [Signature]

Signature of Applicant/Development Owner

Jacob Mooney

Printed Name

[Texas]

Notary Public, State of

Travis

County of

My Commission expires

09-22-2020

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that name is signed to the foregoing statement, and who is known to be one in the same, has acknowledged before me on this date, that being informed of the contents of this statement, executed the same voluntarily on the date same foregoing statement bears.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 10th day of February, 2020

[Notary Public Signature]

ISABELLE ATKINSON
Notary Public, State of Texas
Comm. Expires 09-22-2020
Notary ID 13032968-3

2/4/20
Development Narrative
1. **The proposed Development is:** *(Check all that apply)*

   - **New Construction**
     - (adaptive reuse select New Construction here and adaptive reuse in next box)
   - **and/or:**
     - **NOTE: Definition of “Adaptive Reuse” has changed. Review 10 TAC §11.1(d)(1) to ensure compliance.**
     - **Previous TDHCA #**
     - **If applicable**
     - **If Acquisition/Rehab or Rehab, original construction year:**

   If Reconstruction,
   - **Units Demolished**
   - **Units Reconstructed**

2. **The Target Population will be:**

   - **General**
     - **NOTE: If “Elderly Development”, review 10 TAC §11.1(d)(47) to ensure compliance.**
     - If Elderly is selected (10 TAC §11.1(d)(47)):
       - Development meets the requirements of the Housing for Older Persons Act under the Fair Housing Act.
       - Development receives federal funding that has a requirement for a preference or limitation for elderly persons or households, but must accept qualified households with children.
       - Selection is based on funding from (select from list):
         - Development will receive other funding that has a requirement for a preference or limitation with regard to the population(s) served. If so, please explain in the box below.

   **Certification for Supportive Housing Applications**

   If Supportive Housing is selected (10 TAC §11.1(d)(122)), the Applicant or General Partner confirms that:
   - The proposed Development is intended for and targets occupancy for households in need of specialized and specific non-medical services in order to maintain housing or transition into independent living.
   - Supportive services are tailored for members of a household with specific non-medical needs (select all that apply):
     - Homeless or Persons at-risk of homelessness
     - Persons with physical, intellectual, and/or developmental disabilities
     - Youth aging out of foster care
     - Persons eligible to receive primarily non-medical home or community-based services
     - Persons transitioning out of institutionalized care
     - Persons unable to secure permanent housing elsewhere due to high barrier:
     - Persons with Special Housing Needs (alcohol and/or drug addictions, VAWA protections, HIV/AIDS, Veterans with Disabilities
     - Other target populations that are served by a federal or state housing program (provide documentation behind this Tab)
       - Describe:

   - Services will be provided by the Applicant or an Affiliate of the Applicant.
   - Services will be provided by a Third Party provider and evidence that the provider has at least a three-year record of providing substantive services similar to those proposed in the subject Application in residential settings is provided behind this Tab.

   - Supportive services will meet the minimum requirements provided in clauses (i) –(iv) of §11.1(d)(122)(D) of the Qualified Allocation Plan.

   - Documentation that the Applicant or General Partner has secured or will secure sufficient funds necessary to maintain the Supportive Housing Development's operations throughout the entire Affordability Period is included behind this Tab.

   - Evidence of the Applicant’s or General Partner’s history of fundraising activities reasonably deemed to be sufficient to address any unanticipated operating losses is included behind this Tab.

   - As a condition of the Underwriting Report, the Applicant or General Partner will provide a fully executed guaranty agreement whereby the Applicant or its Affiliate assume financial responsibility of any outstanding operating deficits, as they arise, and throughout the entire Affordability Period.
Development is not financed, except for construction financing, with debt containing foreclosure provisions or debt that contains must-pay repayment provisions (including cash-flow debt).

Development has permanent foreclosable, must-pay debt sourced from federal funds.

Development has permanent foreclosable, cash flow debt provided by an Affiliate that was originally sourced from charitable contributions or pass-through local government, non-federal funds.

If the Development is financed with debt that does not meet the requirements above, Application must include:

Evidence of project-based rental or operating subsidies for a minimum of 25% of Units;

Documentation of how resident feedback has been incorporated into Development design;

Evidence that the Development is located less than ½ mile from regularly-scheduled public transportation, including evening and weekend service;

Evidence that at least 10% of the Units in the proposed Development meet the 2010 ADA standards with the exceptions listed in "Nondiscrimination on the Basis of Disability in Federally Assisted Programs and Activities" 79 Federal Register 29671 for persons with mobility impairments;

and the Applicant or General Partner confirms that:

Multiple systems will be in place for residents to provide feedback to Development staff;

A resident is or will be a member of the Development Owner or service provider board of directors;

The Development’s Tenant Selection Criteria will include a clear description of any credit, criminal conviction, or prior eviction history that may disqualify a potential resident. The disqualification cannot be a total prohibition, unless such a prohibition is required by federal statute or regulation (i.e. the Development must have an appeal process for non federally required criteria;

The Development will have a comprehensive written eviction prevention policy that includes an appeal process; and

The Development will have a comprehensive written services plan that describes the available services, identifying whether they are provided directly or through referral linkages, by whom, and in what location and during what days and hours. A copy of the services plan will be readily accessible to residents.

3. Staff Determinations regarding definitions of development activity obtained?

If a determination under 10 TAC §11.1(k) was made prior to Application submission, provide a copy of such determination behind this tab.

4. Narrative

The Development will not provide continual or frequent nursing, medical or psychiatric services to the residents.

The Development does not violate the general public use requirement of Treasury Regulation §1.42-9 regarding units for use by the general public.

The Development does not violate the Department’s Integrated Housing Rule under 10 TAC §1.15 regarding restricting occupancy to persons with disabilities or in combination with other populations with special needs.

Briefly describe the proposed Development, including any relevant information not already identified above. If Adaptive Reuse, Additional Phase, or Scattered Site, or if any of the three main boxes above are not checked, include detailed information below.

Brownsville Lofts is a new construction development for the general population. There will be 70 units, with a mix of 1, 2 and 3 bedroom units as shown on the rent schedule. The development consists of 2 3-story buildings and community amenities are located on the ground floor of one of the buildings. The development is seeking a zoning change to allow for more units than is currently allowed. A portion of the site is in the floodplain. None of the buildings are in the floodplain and all construction will meet TDHCA standards for being at least 1 foot above the floodplain, or parking no more than 6 inches below. We will also have some underground detention. This has been accounted for in the budget and is labeled on the site plan. Finally, the zoning allows for residential construction but not at the density required for the proposed development. We are seeking a change in classification from G to H, both under the zoning category General Retails (4C). This application has been turned in to the City of Brownsville and is included in this application.

5. Funding Request:

Complete the table below to describe this Application’s funding request. If applying for Multifamily Direct Loan funds, please select only one type of loan.
### 6. Set-Aside (For Competitive HTC (10 TAC §11.5) and/or Multifamily Direct Loan (10 TAC §13.4(a)) Applications Only)

Identify any and all set-asides the application will be applying under with an "x".

Set-Asides can not be added or dropped from pre-application to full Application for Competitive HTC Applications.

<table>
<thead>
<tr>
<th>Department Funds applying for with this Application</th>
<th>Requested Amount</th>
<th>If funds will be in the form of a Direct Loan by the Department or for Private Activity Bonds, the terms will be:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Interest Rate (%)</td>
</tr>
<tr>
<td><strong>Multifamily Direct Loan: Const. to Perm. (Repayable)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Multifamily Direct Loan: Construction Only (Repayable)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Multifamily Direct Loan: Const. to Perm. (Soft Repayable)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CHDO Operating Expenses Grant</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Housing Tax Creditsographics</td>
<td>$ 1,283,000</td>
<td></td>
</tr>
<tr>
<td>Private Activity Mortgage Revenue</td>
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<td></td>
</tr>
</tbody>
</table>

By selecting the set-aside above, I, individually or as the general partner(s) or officers of the Applicant entity, confirm that I (we) are applying for the above-stated Set-Aside(s) and Allocations. To the best of my (our) knowledge and belief, the Applicant entity has met the requirements that make this Application eligible for this (these) Set-Aside(s) and Allocations and will adhere to all requirements and eligibility standards for the selected Set-Aside(s) and Allocations.

### 7. Previously Awarded State and Federal Funding

Has this site/activity previously applied for TDHCA funds? No

Has this site/activity previously received TDHCA funds? No

If "Yes" Enter Project Number: [ ] and TDHCA funding source: [ ]

Has this site/activity previously received non-TDHCA federal funding? No

If yes, source: [ ] Will this site/activity receive non-TDHCA federal funding for costs described in this Application? No

### 8. Qualified Low Income Housing Development Election (HTC Applications only)

Pursuant to §42(g)(1)(A) - (C), the term "qualified low income housing development" means any project for residential rental property, if the Development meets one of the requirements below, whichever is elected by the taxpayer. Once an election is made, it is irrevocable. Select only one:

- [ ] At least 20% or more of the residential units in such development are both rent restricted and occupied by individuals whose income is 50% or less of the area median gross income, adjusted for family size.
- [X] At least 40% or more of the residential units in such development are both rent restricted and occupied by individuals whose income is 60% or less of the median gross income, adjusted for family size.

Applicant elects to use the Average Income for the Development.

If a revised form is submitted, date of submission: [ ]
Development Activities
Development Activities I

1. **Common Amenities (ALL Multifamily Applications) [10 TAC §11.101(b)(5)]**

<table>
<thead>
<tr>
<th># of Units</th>
<th>Points</th>
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<tbody>
<tr>
<td>70</td>
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</table>

Development will provide sufficient common amenities to qualify for the number of points indicated above, pursuant to 10 TAC §11.101(b)(5).

Applications for scattered site developments should refer to 10 TAC §11.101(b)(5)(B).

2. **Unit Requirements (ALL Multifamily Applications) [10 TAC §11.101(b)(6)(A) and (B)]**

   **A. Unit Sizes**

   - Development is New Construction or Reconstruction and will meet the minimum Unit Size requirements:

<table>
<thead>
<tr>
<th>Bedroom Size</th>
<th>Square Footage</th>
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<tbody>
<tr>
<td></td>
<td>500</td>
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<tr>
<td></td>
<td>600</td>
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<td></td>
<td>800</td>
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<tr>
<td></td>
<td>1,000</td>
</tr>
<tr>
<td></td>
<td>1,200</td>
</tr>
</tbody>
</table>

   **OR:**

   - Development is proposing Rehabilitation (excluding Reconstruction) or Supportive Housing, and is not required to meet the size requirements above.

   **B. Unit Requirements For Competitive HTC Applications, see Tab 19 for Unit and Development Features scoring**

   - Application is a **Tax Exempt Bond Development** and will meet a minimum of nine (9) points as outlined in 10 TAC §11.101(b)(6)(B).

   - Application is requesting **Direct Loan and not concurrently layered with Housing Tax Credits** and will meet a minimum of four (4) points as outlined in 10 TAC §11.101(b)(6)(B).

   ****Rehabilitation Developments and Supportive Housing Developments will start with a base score of five (5) points.**

3. **Resident Supportive Services (For Competitive HTC Applications and Direct Loan Applications seeking to qualify for points under 10 TAC §13.6(2), see Tab 19 for Resident Services scoring elections)**

   - Application is a **Tax Exempt Bond Development** and will meet a minimum of eight (8) points as outlined in 10 TAC §11.101(b)(7).

   - Application is a **Direct Loan not layered with Housing Tax Credits** and will meet a minimum four (4) points as outlined in 10 TAC §11.101(b)(7).

4. **Development Accessibility Requirements (ALL Multifamily Applications) [10 TAC §1.207]; [10 TAC §11.101(b)(8)]**

   - Development will meet all specifications and accessibility requirements reflected in the Certification of Development Owner form pursuant to 10 TAC §11.101(b)(8).

   **Yes**

   All Units accessed by the ground floor or by elevator ("affected units") comply with the visitability requirements in clauses (i) – (iii) of 10 TAC §11.101(b)(8)(B).

   **Yes**

   Development has a minimum of 5% of all units in the development set aside for the mobility impaired and an additional 2% set aside for the hearing and/or visually impaired.

Regardless of building type, **ALL Units accessed by the ground floor or by elevator ("affected units") must comply with the visitability requirements in clauses (i) – (iii) of 10 TAC §11.101(b)(8)(B).**
Development Activities Continued
### Development Activities II

#### Development is Rehabilitation (excluding Reconstruction), Supportive Housing, or USDA financed

- **Points claimed:** 6

<table>
<thead>
<tr>
<th>Bedroom Size</th>
<th>0</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Square Footage</td>
<td>550</td>
<td>650</td>
<td>850</td>
<td>1,050</td>
<td>1,250</td>
</tr>
</tbody>
</table>

- **Specific amenities and quality features will be provided in every Unit at no extra charge to the resident; Development will maintain the points selected and associated with those amenities as outlined in 10 TAC §11.101(b)(6)(B).** *(9 points)*

*Direct Loan applicants proposing new construction or rehabilitation should be prepared to comply with requirements of 81 FR 92626, which requires installation of broadband infrastructure at the time of new construction or substantial rehabilitation of multifamily rental housing that is funded or supported by HUD.*

#### Rent Levels of Residents and Tiebreaker (Direct Loan Applications only) [10 TAC §13.6(5) and (6)]

- **Direct Loan Points Claimed:** 0

<table>
<thead>
<tr>
<th>Development is Supportive Housing proposed by a Qualified Nonprofit (6 points)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Development is NOT Supportive Housing proposed by a Qualified Nonprofit (up to 15 pts)</td>
</tr>
</tbody>
</table>

#### Subsidy Per Unit (Direct Loan Applications only) [10 TAC §11.9(b)(1)]

- **Points claimed:** 9

**Application is seeking points for Size and Quality of Units**

- **Direct Loan Points Claimed:** 0

**Application is seeking points for Rent Levels of Residents.**

- **Direct Loan Points Claimed:** 0

**Application is seeking points for Subsidy Per Unit.**

- **Direct Loan Points Claimed:** 0

**Application is seeking points for Income Levels of Residents.**

- **Direct Loan Points Claimed:** 0

- **Total Number of Units at 50% or less of AMGI**

- **Number of 30% Units used under §11.9(c)(2)*

- **Percentage used for calculation of eligible points under §11.9(c)(1)**

**A. Development located in Non-Rural Area of Dallas, Fort Worth, Houston, San Antonio or Austin MSA, and Development is Supportive Housing proposed by a Qualified Nonprofit**

**B. Development proposed in all other areas:**

- **Development is Supportive Housing proposed by a Qualified Nonprofit (16 points)**

**OR** *(DO NOT COMPLETE BOTH)*

- **Development is NOT Supportive Housing proposed by a Qualified Nonprofit (up to 15 pts)**

**C. Development located in Non-Rural Area of Dallas, Fort Worth, Houston, San Antonio or Austin MSA**

- **The Average Income for the proposed Development will be >4% or lower (12 points).**

- **The Average Income for the proposed Development will be 55% or lower (13 points).**

- **The Average Income for the proposed Development will be 56% or lower (11 points).**

**D. Development proposed in all other areas.**

- **The Average Income for the proposed Development will be 55% or lower (15 points).**

- **The Average Income for the proposed Development will be 56% or lower (13 points).**

---

*30% boost Units and 30% Units used for other scoring items must not be included in the units needed to achieve the Application’s scoring elections here.*

*Applicants electing to restrict units at 30% AMGI for Competitive HTC or income averaging purposes may not count those same units for scoring points under §13.6(5). However, units restricted to 30% AMGI for HTC purposes that are layered with 30% AMGI units for Direct Loan purposes may count for point scoring under §13.6(5). Points claimed here will appear on the MFDL Self Score tab.*

---

### Income Levels of Residents [Competitive HTC Applications only] [10 TAC §11.9(c)(1)]

- **Average Income from Tab 24: 0.00**

**Points claimed here will appear on the MFDL Self Score tab.**

---

### Development Activities III

**Self Score Total: 138**

---

2/8/20
Application is seeking points for Income Levels of Residents.  Points Claimed 15

5. Rent Levels of Residents (Competitive HTC Applications only) [§11.9(c)(2)]

If selecting points from §11.9(c)(1)(A) or §11.9(c)(1)(B), these levels are in addition to those committed under paragraph (1) of this subsection. If selecting points from §11.9(c)(1)(C) or §11.9(c)(1)(D), these levels are included in the income average calculation under paragraph (1) of this subsection. These units must be maintained at this rent level throughout the Affordability Period regardless of the Average Income calculation. Mark only one box below:

- Development is Supportive Housing provided by a Qualified Nonprofit and at least 20% (less Units used for boost or in A or B above) of all low-income Units are restricted at 30% or less of AMGI; or (13 points)
- Development is Urban, and at least 10% (less Units used for eligibility for boost or in A or B above) of all low-income Units are restricted at 30% or less of AMGI; or (11 points)
- Development is Rural, and at least 7.5% (less Units used for eligibility for boost or in A or B above) of all low-income Units are restricted at 30% or less of AMGI; or (11 points)
- At least 5% (less Units used for eligibility for boost or in A or B above) of all low-income Units at 30% or less of AMGI. (7 points)

Application is seeking points for Rent Levels of Residents.  Points Claimed 15

6. Resident Services (Competitive HTC Applications and Direct Loan Applications) [§11.9(c)(3) and §13.6(2)]

- Development will provide a combination of supportive services as identified in §11.101(b)(7) and those services will be recorded in the Development’s LURA. (10 points)
- Applicant certifies that the Development will contact local service providers, and will make Development community space available to them on a regularly-scheduled basis to provide outreach services and education to the tenants. (1 point)

Application is seeking points for Resident Services.  Points Claimed 11

7. Residents with Special Housing Needs (Competitive HTC Applications only) [§11.9(c)(6)]

A. Applicant elects to commit at least 5% of the total Units for Persons with Special Housing Needs. The Units identified for this scoring item may not be the same Units identified previously for the Section 811 PRA Program. The Development Owner agrees to specifically market these units to Persons with Special Housing Needs. The Department will require an initial minimum twelve-month period during which Units not be occupied by Persons with Special Housing Needs or held vacant, unless the units receive HOME funds from any source. (2 points)

B. Applicant elects to commit at least an additional 2% of the total Units to Persons referred from the Continuum of Care or local homeless service providers to be made available for those experiencing homelessness. Applications in the At-risk or USDA set-asides are not eligible for this scoring item. Applications are not eligible under this paragraph unless points have also been selected under A above. The Development Owner agrees to specifically market the 2% of Units through the Continuum of Care and other homelessness providers located in the Development Site. In addition, the Department will require an initial minimum twelve-month period in Urban subregions, and an initial six-month period in Rural subregions, during which Units must either be occupied by Persons referred from the Continuum of Care or local homeless service providers, or held vacant, unless the Units receive HOME funds from any source. (1 point)

Application is seeking points for Residents with Special Housing Needs.  Points Claimed 3

8. Pre-Application Participation (Competitive HTC Applications only) [§11.9(e)(3)]

- Development is requesting Pre-Application Points. (6 points)

9. Extended Affordability (Competitive HTC Applications only) [§11.9(e)(5)]

- Development will maintain a 35 year Affordability Period. (4 points)
- Development will maintain a 40 year Affordability Period. (4 points)
- Development will maintain a 45 year Affordability Period. (4 points)

Application is seeking points for Extended Affordability.  Points Claimed 4

10. Historic Preservation (Competitive HTC Applications only) [§11.9(e)(6)]

- Application requests points for Historic Preservation.
- Application contains a letter from the Texas Historical Commission (THC) determining preliminary eligibility for federal or state historic rehabilitation tax credits.
- Application includes documentation from the THC that the property is currently a Certified Historic Structure or determining preliminary eligibility for such a Certified Historic Structure.
- Application includes evidence that the THC received the request for determination of preliminary eligibility and supporting information on or before February 1 of the current year.
- Development will be able to document receipt of historic tax credits by the time Forms 8609 are issued.
- At least 75% of the residential units will be within the Certified Historic Structure.

- Attached behind this tab are the THC letter and other documentation described above.

- Application is eligible for five (5) points.

11. Right of First Refusal (Competitive HTC Applications only) [§11.9(e)(7)]

- Development Owner agrees to provide a Right of First Refusal to purchase the Development upon or following the end of the Compliance Period. (1 point)

12. Funding Request Amount (Competitive HTC Applications only) [§11.9(e)(8)]
Application reflects funding request for no more than 100% of the amount available in the subregion or set-aside as of 12/2/2019.
Existing Development Information

NOT APPLICABLE
21 Occupied Developments

NOT APPLICABLE
22 Architectural Drawings
Architectural Drawings Must be Submitted Behind this Tab [§11.204(b)(9)]
(If development is scattered site, consult staff.)

In order to reduce the file size and speed review of drawings, Applicants are encouraged to submit plans as 300dpi images. Follow these steps in Adobe Acrobat to convert most plans: File > Print > Printer: Adobe PDF > Advanced > Settings: Custom > [√] Print As Image 300dpi > OK Properties > Adobe PDF Settings > Default Settings: High Quality Print

Site Plan which:

- states the size of the site on its face;
- includes a unit and building type table matrix that is consistent with the Rent Schedule and Building and Unit Configuration forms in labeling the buildings and Units, stating sizes, etc.;
- includes a table matrix specifying the square footage of Common Area space on a building by building basis;
- identifies all residential and common buildings, in place on the Development Site, and labels them consistently with the Building/Unit Type Configuration form;
- shows the locations (by unit and floor) of mobility and hearing/visual accessible units (unless included in residential building floor plans);
- indicates the location and number of parking spaces, garages and carports, as applicable;
- indicates the location and number of accessible parking spaces, including van accessible spaces;
- includes information regarding local parking requirements, as applicable;
- indicates compliant accessible routes or, if a route is not accessible, a cite to the provision in the Fair Housing Design Manual providing for its exemption;
- indicates placement of detention/retention pond(s) or states there are no detention ponds;
- clearly delineates the flood plain boundary lines or states there is no floodplain;
- describes, if applicable, how flood mitigation or other required mitigation will be accomplished;
- identifies all pipeline easements on or adjacent to the Development Site §11.101(2)(l)); and
- identifies all Amenities.

Residential Building floor plans should include the following, building by building:

- separate tabulation of the square footage of each of these areas: breezeways, corridors, utility closets, balconies, porches and patios, and any other square footage not included in NRA; and
- location of accessible units (unless included on Site Plan).

Common Building floor plans should include tabulations of the square footage of the following spaces that are outside of Net Rentable Area, whether conditioned or unconditioned, building by building:

- spaces that are accessible to tenants, e.g., offices for tenant/management contact, resident services offices, clubrooms, kitchens, community restrooms, exercise rooms, laundries, porches, patios, mailbox areas, etc. (state each area separately);
- spaces that are restricted to employees, only, e.g., administrative offices, maintenance areas, equipment rooms, storage areas, etc. (state each area separately); and

For Supportive Housing only, specification of space to be used for 75 sq. ft./unit common space. NOTE: In order to qualify for points under 10 TAC §11.9(e)(2), of the 75 square feet, at least 50 square feet must be conditioned space.

Unit floor plans for each type of Unit:

- must include the square footage of each type of Unit; and
- must include floor plans for the accessible Units.

Elevations for each side of each building type which include:

- a percentage estimate of the exterior composition of each elevation; and
- roof pitch.

For Supportive Housing only, specification of space to be used for 75 sq. ft./unit common space. NOTE: In order to qualify for points under 10 TAC §11.9(e)(2), of the 75 square feet, at least 50 square feet must be conditioned space.
<table>
<thead>
<tr>
<th>UNIT LABEL</th>
<th>A</th>
<th>B</th>
<th>TOTAL # OF RESIDENTIAL BUILDINGS</th>
</tr>
</thead>
<tbody>
<tr>
<td>NUMBER OF STORIES</td>
<td>3</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>NUMBER OF BUILDINGS</td>
<td>1</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>UNIT TYPE</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>UNIT LABEL</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td># OF BEDROOMS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td># OF BATHS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SQ FT PER UNIT</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>NUMBER OF UNITS PER BUILDING</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL # OF UNITS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL SQ FT FOR UNIT TYPE</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>I-BR ACCESSIBLE</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>I-BR A/V</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>I-BR TYP</td>
<td>1</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>2-BR ACCESSIBLE</td>
<td>2</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>2-BR A/V</td>
<td>2</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>2-BR TYP</td>
<td>2</td>
<td>2</td>
<td>9</td>
</tr>
<tr>
<td>3-BR ACCESSIBLE</td>
<td>3</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>3-BR TYP</td>
<td>3</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>COMMUNITY (NON NRA)</td>
<td>N/A</td>
<td>N/A</td>
<td>1</td>
</tr>
<tr>
<td>TOTAL UNITS PER BLDG</td>
<td>34</td>
<td>36</td>
<td>10</td>
</tr>
<tr>
<td>TOTAL NRA</td>
<td>2,669</td>
<td>2,669</td>
<td>71,136</td>
</tr>
</tbody>
</table>

PROJECT SUMMARY SHEET
Specifications and Building/Unit Type Configuration
### SPECIFICATIONS AND BUILDING/UNIT TYPE CONFIGURATION

Unit types should be entered from smallest to largest based on "# of Bedrooms" and "Sq. Ft. Per Unit." "Unit Label" should correspond to the unit label or name used on the unit floor plan. "Building Label" should conform to the building label or name on the building floor plan. The total number of units per unit type and totals for "Total # of Units" and "Total Sq. Ft. for Unit Type" should match the rent schedule and site plan. If additional building types are needed, they are available by un-hiding columns T through AF.

#### Specifications and Amenities (check all that apply)

<table>
<thead>
<tr>
<th>Building Configuration</th>
<th>Single Family Construction</th>
<th>SRO</th>
<th>Transitional (per §42(i)(3)(B))</th>
<th>Duplex</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Scattered Site</td>
<td>Fourplex</td>
<td># &gt; 4 Units Per Building</td>
<td>Townhome</td>
</tr>
</tbody>
</table>

#### Development will have:

- [x] Fire Sprinklers
- [ ] Elevators
- [0] # of Elevators
- [ ] Wt. Capacity

### Free / Paid

<table>
<thead>
<tr>
<th>Number of Parking Spaces (consistent with Architectural Drawings):</th>
</tr>
</thead>
<tbody>
<tr>
<td>[ ] Shed or Flat Roof Carport Spaces</td>
</tr>
<tr>
<td>[ ] Attached Garage Spaces</td>
</tr>
<tr>
<td>[109] Uncovered Spaces</td>
</tr>
<tr>
<td>[ ] Structured Parking Garage Spaces</td>
</tr>
</tbody>
</table>

### Floor Composition/Wall Height:

<table>
<thead>
<tr>
<th>% Carpet/Vinyl/Resilient Flooring</th>
<th>Ceiling Height</th>
</tr>
</thead>
<tbody>
<tr>
<td>100</td>
<td>8</td>
</tr>
<tr>
<td>% Ceramic Tile</td>
<td>Upper Floor(s) Ceiling Height (Townhome Only)</td>
</tr>
<tr>
<td>% Other</td>
<td>Describe:</td>
</tr>
</tbody>
</table>

#### You are not required to distinguish the HC or AV Units from other Units that are the same size/floorplan.

<table>
<thead>
<tr>
<th>Unit Type</th>
<th>Number of Buildings</th>
<th>Number of Stories</th>
<th># of Bathrooms</th>
<th>Number of Units Per Building</th>
<th>Total # of Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Acc</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>1 AV</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>1 TYP</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>12</td>
<td>12</td>
</tr>
<tr>
<td>2 Acc</td>
<td>2</td>
<td>2</td>
<td>2</td>
<td>0</td>
<td>2</td>
</tr>
<tr>
<td>2 AV</td>
<td>2</td>
<td>2</td>
<td>2</td>
<td>0</td>
<td>2</td>
</tr>
<tr>
<td>2 TYP</td>
<td>2</td>
<td>2</td>
<td>2</td>
<td>12</td>
<td>12</td>
</tr>
<tr>
<td>3 Acc</td>
<td>3</td>
<td>3</td>
<td>3</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>3 TYP</td>
<td>3</td>
<td>3</td>
<td>3</td>
<td>19</td>
<td>19</td>
</tr>
<tr>
<td>Totals</td>
<td>34</td>
<td>36</td>
<td>-</td>
<td>-</td>
<td>70</td>
</tr>
</tbody>
</table>

If a revised form is submitted, date of submission: __________________________

Net Rentable Square Footage from Rent Schedule: 71,436

**Common Area Square Footage (as specified on Architect Certification)**

- **Total development Common Area as specified on Architect Certification:**
  - Note that in order to qualify for points under 10 TAC §11.9(e)(2), at least 50 square feet of each 75 square of Common Area claimed must be conditioned space.
  - Ensure that this number matches your architectural drawings.
  - The additional square footage allowed for Supportive Housing per 11.9(e)(2) is:
  - The lesser of these two numbers added to NRA:
  - Use this number to figure points under 11.9(e)(2)
Accessible Mobility Units Calculation
### Accessible Mobility Units Calculation

Include this worksheet in the Application (or a signed and certified worksheet provided by your accessibility professional that shows the calculations).

To the maximum extent feasible and subject to reasonable health and safety requirements, accessible units must be:
1. Distributed throughout the Unit types AND the Development; and
2. Made available in a sufficient range of sizes and amenities so that the choice of living arrangements of qualified persons with Disabilities is, as a whole, comparable to that of other persons eligible for housing assistance under the same program.

Multifamily Housing Developments covered by 10 TAC 11.101(b)(8)(A) must have a minimum of 5% of all units in the development set aside for the mobility impaired and an additional 2% must be set aside for the hearing and/or visually impaired.

<table>
<thead>
<tr>
<th>Mobility</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit Description</td>
<td>70</td>
<td>5%</td>
<td>3.5</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>1/1</td>
<td>24</td>
<td>5%</td>
<td>1.2</td>
<td>1.2</td>
<td>1</td>
</tr>
<tr>
<td>2/2</td>
<td>24</td>
<td>5%</td>
<td>1.2</td>
<td>1.2</td>
<td>2</td>
</tr>
<tr>
<td>3/2</td>
<td>22</td>
<td>5%</td>
<td>1.1</td>
<td>1.1</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td></td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td></td>
<td>70</td>
<td>3.5</td>
<td>3.5</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**NOTE:** If total is more than what is required, Applicant will select which Unit(s) not to include Under "Units Proposed"

---

### EXAMPLE:

<table>
<thead>
<tr>
<th>Unit Description</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/1 (874sqft &amp; 806)</td>
<td>68</td>
<td>5%</td>
<td>3.4</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>2/2 (950 sqft &amp; 100)</td>
<td>36</td>
<td>5%</td>
<td>1.8</td>
<td>1.8</td>
<td>2</td>
</tr>
<tr>
<td>3/2 (1120 sqft &amp; 11)</td>
<td>4</td>
<td>5%</td>
<td>0.2</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>D</td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>E</td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>68</td>
<td>3.4</td>
<td>4.2</td>
<td>4</td>
<td></td>
</tr>
</tbody>
</table>

**NOTE:** Required is 4, but calculation yields 4.2. Applicant selected which to round down Under "Units Proposed"

By signing below, I (WE) certify that the information above meets the requirements in Section 504 of the Rehabilitation Act of 1973 and implemented at 24 C.F.R. Part 8 as described in 10 TAC Chapter 1, Subchapter B. At least five percent (5%) of all dwelling units will be designed and built to be accessible for persons with mobility impairments.

**By:** [Signature]

**Michael J Kleffner**
Printed Name

**2/14/2020**
Date

**Wallace Architects, LLC**
Firm Name (If applicable)
Accessible Hearing/Visual Units Calculation
# Accessible Hearing/Visual Units Calculation

Include this worksheet in the Application (or a signed and certified worksheet provided by your accessibility professional that shows the calculations).

To the maximum extent feasible and subject to reasonable health and safety requirements, accessible units must be:

(1) Distributed throughout the Unit types AND the Development; and
(2) Made available in a sufficient range of sizes and amenities so that the choice of living arrangements of qualified persons with Disabilities is, as a whole, comparable to that of other persons eligible for housing assistance under the same program.

Multifamily Housing Developments covered by 10 TAC 11.101(b)(8)(A) must have a minimum of 5% of all units in the development set aside for the mobility impaired and an additional 2% must be set aside for the hearing and/or visually impaired.

<table>
<thead>
<tr>
<th>Hearing/Visual</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required (Rounded)</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit Description</td>
<td>70</td>
<td>2%</td>
<td>1.4</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>1/1</td>
<td>24</td>
<td>2%</td>
<td>0.48</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>2/2</td>
<td>24</td>
<td>2%</td>
<td>0.48</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>3/2</td>
<td>22</td>
<td>2%</td>
<td>0.44</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td></td>
<td>70</td>
<td></td>
<td>1.4</td>
<td>3</td>
<td>2</td>
</tr>
</tbody>
</table>

*NOTE: If total is more than what is required, Applicant will select which to include under "Units Proposed"

## EXAMPLE

<table>
<thead>
<tr>
<th>Hearing/Visual</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required (Rounded)</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit Description</td>
<td>68</td>
<td>2%</td>
<td>1.36</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>1/1</td>
<td>28</td>
<td>2%</td>
<td>0.56</td>
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<td>1</td>
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<tr>
<td>2/2</td>
<td>36</td>
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<tr>
<td>3/3</td>
<td>4</td>
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<td>0.08</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>D</td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>E</td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td>0</td>
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<tr>
<td></td>
<td>68</td>
<td></td>
<td>1.36</td>
<td>3</td>
<td>2</td>
</tr>
</tbody>
</table>

*NOTE: Required is 2, but calculation yields 3. Applicant selected which Unit(s) to include under "Units Proposed"

By signing below, I (WE) certify that the information above meets the requirements in Section 504 of the Rehabilitation Act of 1973 and implemented at 24 C.F.R. Part 8 as described in 10 TAC Chapter 1, Subchapter 8. At least two percent (2%) of all dwelling units will be designed and built to be accessible for persons with hearing and/or visual impairment.

By: [Signature]
Michael J Kleffner
Printed Name
Date: 2/14/2020
Wallace Architects, LLC
Firm Name (If applicable)
Accessible Parking Calculation
# Accessible Parking Calculation

This worksheet is applicable to cases where ADA applies and all parking spaces are within a single parking lot. In cases where this worksheet cannot be used, create a certification specifying the types and numbers of parking spaces applicable, including standard and accessible parking for dwelling units and for amenities (e.g., office, mail kiosk, dumpster, pool, playground, etc.), and for each type of parking (e.g., surface spaces, carports, garages, etc.) for staff review. When creating your own parking certification, it is essential to state the number of standard parking spaces and APs for dwelling units and for amenities and for each type of parking. Staff cannot review the proposal without this information.

Submit this worksheet or a comparable document certified by an accessibility professional.

## Instructions for Submitting Accessible Parking Information

### When the number of parking spaces for Units is equal to or greater than the number of Units:

If the number of parking spaces (surface spaces, carports, garages, etc.) that serve residential Units (as opposed to those for amenities and/or employees/visitors) is equal to or greater than the number of Units and are all on a single, unified parking lot, i.e., all spaces can be accessed without driving through a gate or over a public right of way and therefore into a separate parking lot, provide information for all sections of this form. With the exception of parking lots that are separated by limited access gates between an office/clubhouse lot and a dwelling lot, parking lots that are connected by accessible routes can be considered a single, unified lot.

### When the number of parking spaces for Units is less than the number of Units:

If the number of parking spaces that serve residential Units (as opposed to those for amenities and/or employees/visitors) is less than the number of Units, create your own parking certification or use only the last section of this Accessible Parking Calculation form, i.e., "Distribution of APs Among the Various Types of Parking". For each type of parking space (surface spaces, carports, garages, etc.), the number of accessible parking spaces required will be the number indicated by ADA table 208.2, and the number of van accessible parking will be one for every six (6) of the accessible spaces required. These calculations must be made independently for each type of parking space.

### When parking spaces are in more than one parking lot:

If parking spaces are in separate lots (e.g., inside and outside a gate, on different Development Sites, or on the same Development Site but only accessible to each other by driving or outside the Development Site to drive into the other lot) that are not connected by accessible routes, use whichever set of instructions above applies to each of the lots. These calculations must be made independently for each such parking lot. Use as many copies of this form as needed to create your parking certification.

Although Fair Housing Standards may apply in unusual circumstances, ADA Standards typically determine the required number of Accessible Parking Spaces (APs). The links to the applicable accessibility rules are provided below:


## Accessible Parking for Facilities and Amenities

Determining the number of APs that serve the dwelling units requires accounting for APs that do not serve dwelling units. In the yellow spaces below, identify the individual amenities served by an AP and/or groups of amenities in close proximity that share a single AP. In the space to the right, state the number of APs designated to serve the amenity or group identified. If parking is provided near dumpsters, at least 2 dumpster must have an AP. The total will be subtracted from the total of all types of parking spaces to determine the number of spaces that serve the dwelling units. **DO NOT INCLUDE PARKING SPACES THAT SERVE DWELLING UNITS IN THIS AMENITY SECTION.**

<table>
<thead>
<tr>
<th>Amenity:</th>
<th>Identification of amenity, or amenities of a group, that the APS serves</th>
<th>APSs:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Office, etc.:</td>
<td>Clubhouse</td>
<td>1</td>
</tr>
<tr>
<td>Amenity 1:</td>
<td>Playground</td>
<td>1</td>
</tr>
<tr>
<td>Amenity 2:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amenity 3:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amenity 4:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amenity 5:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total of Accessible Parking Spaces that Do Not Serve Dwelling Units: 2
## Accessible Parking for Residential Units

Enter the information indicated below.

| Total dwelling Units in the Development: | 70 |
| Total surface parking spaces (including non-residential): | 109 |
| Total carports (including non-residential): | 0 |
| Total garages (including non-residential): | 0 |
| Total parking spaces of all types: | Calculated from above: 109 |
| Total APSs that serve non-residential purposes (i.e. office, amenities, etc.): | Calculated on prior page: 2 |
| Total of all types of parking spaces that serve dwelling units: | Calculated from above: 108 |
| APSs for mobility accessible units (5% of unit count, if spaces are sufficient): | Calculated from above: 4 |
| Parking spaces that serve dwelling units in excess of one per unit (if applicable): | Calculated from above: 38 |
| APSs required in excess of one per mobility accessible unit: | Calculated from above: 1 |
| Total APSs required (including dwelling units and facilities/amenities): | Calculated from above: 6 |

### Distribution of APSs Among the Various Types of Parking

All Developments, including those having fewer than one parking space serving each dwelling unit, should use this portion of the worksheet. Enter the number of APSs indicated by ADA Table 208.2 for the total of each type of parking space, i.e., surface spaces, carports, etc., including both amenity spaces and dwelling unit spaces.

| Minimum number of surface parking spaces (include dwelling unit and amenity spaces) that must be APSs: | 6 |
| Minimum number of carports that must be APSs: | 0 |
| Number of garages that must be APSs: | 0 |

### APSs that Must Be Van Spaces

| Total Van APSs required, including all types of spaces: | Calculated from above: 1 |
| Minimum number of surface parking spaces that must be van APSs: | Calculated from above: 1 |
| Minimum number of carports that must be van APSs: | Calculated from above: 0 |
| Minimum number of garages that must be van APSs: | Calculated from above: 0 |

By signing below, I (WE) certify that the information above meets the requirements in the 2010 ADA Standards for Accessible Design Title III regulations at 28 CFR part 36, subpart D, and the 2004 ADA Accessibility Guidelines at 36 CFR part 1191, appendices B and D. There will be at least one accessible parking space per accessible unit located on the closest route to the accessible unit. For every 6 or fraction of 6 accessible spaces required, at least one will be van accessible. Accessible spaces will be dispersed amongst the parking types provided. Where parking for amenities or non-residents is provided, a sufficient number of accessible spaces will be provided.

### Signature

Michael J Kleffner

### Date

2/14/2020
Accessible Parking Calculation

This worksheet is applicable to cases where ADA applies and all parking spaces are within a single parking lot. In cases where this worksheet cannot be used, create a certification specifying the types and numbers of parking spaces applicable, including standard and accessible parking for dwelling units and for amenities (e.g., office, mail kiosk, dumpster, pool, playground, etc.), and for each type of parking (e.g., surface spaces, carports, garages, etc.) for staff review. When creating your own parking certification, it is essential to state the number of standard parking spaces and APSs for dwelling units and for amenities and for each type of parking. Staff cannot review the proposal without this information.

Instructions for Submitting Accessible Parking Information

When the number of parking spaces for Units is equal to or greater than the number of Units:

If the number of parking spaces (surface spaces, carports, garages, etc.) that serve residential Units (as opposed to those for amenities and/or employees/visitors) is equal to or greater than the number of Units and are all on a single, unified parking lot, i.e., all spaces can be accessed without driving through a gate or over a public right of way and therefore into a separate parking lot, provide information for all sections of this form. With the exception of parking lots that are separated by limited access gates between an office/clubhouse lot and a dwelling lot, parking lots that are connected by accessible routes can be considered a single, unified lot.

When the number of parking spaces for Units is less than the number of Units:

If the number of parking spaces that serve residential Units (as opposed to those for amenities and/or employees/visitors) is less than the number of Units, create your own parking certification or use only the last section of this Accessible Parking Calculation form, i.e., "Distribution of APSs Among the Various Types of Parking". For each type of parking space (surface spaces, carports, garages, etc.), the number of accessible parking spaces required will be the number indicated by ADA table 208.2, and the number of van accessible parking will be one for every six (6) of the accessible spaces required. These calculations must be made independently for each type of parking space.

When parking spaces are in more than one parking lot:

If parking spaces are in separate lots (e.g., inside and outside a gate, on different Development Sites, or on the same Development Site but only accessible to each other by driving outside the Development Site to drive into the other lot) that are not connected by accessible routes, use whichever set of instructions above applies to each of the lots. These calculations must be made independently for each such parking lot. Use as many copies of this form as needed to create your parking certification.

Although Fair Housing Standards may apply in unusual circumstances, ADA Standards typically determine the required number of Accessible Parking Spaces (APSs). Links to the applicable accessibility rules are provided below.


Accessible Parking for Facilities and Amenities

Determining the number of APSs that serve the dwelling units requires accounting for APSs that do not serve dwelling units. In the yellow spaces below, identify the individual amenities served by an APS and/or groups of amenities in close proximity that share a single APS. In the space to the right, state the number of APSs designated to serve the amenity or group identified. If parking is provided near dumpsters, at least 1 dumpster must have an APS. The total will be subtracted from the total of all types of parking spaces to determine the number of spaces that serve the dwelling units. **DO NOT INCLUDE PARKING SPACES THAT SERVE DWELLING UNITS IN THIS AMENITY SECTION.**

<table>
<thead>
<tr>
<th>Amenity:</th>
<th>Identification of amenity, or amenities of a group, that the APS serves</th>
<th>APSs:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Office, etc.:</td>
<td>Clubhouse and Office</td>
<td>1</td>
</tr>
<tr>
<td>Amenity 1:</td>
<td>Playground</td>
<td>1</td>
</tr>
<tr>
<td>Amenity 2:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amenity 3:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amenity 4:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amenity 5:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total of Accessible Parking Spaces that Do Not Serve Dwelling Units:** 2

5/13/2020
# Accessible Parking for Residential Units

Enter the information indicated below.

- **Total dwelling Units in the Development:** 70
- **Total surface parking spaces (including non-residential):** 109
- **Total carports (including non-residential):** 0
- **Total garages (including non-residential):** 0
- **Total parking spaces of all types:** 109
- **Total APSSs that serve non-residential purposes (i.e. office, amenities, etc.):** 2
- **Total of all types of parking spaces that serve dwelling units:** 107
- **APSSs for mobility accessible units (5% of unit count, if spaces are sufficient):** 4
- **Parking spaces that serve dwelling units in excess of one per unit (if applicable):** 37
- **APSSs required in excess of one per mobility accessible unit:** 1
- **Total APSSs required (including dwelling units and facilities/amenities):** 7

## Distribution of APSSs Among the Various Types of Parking

All Developments, including those having fewer than one parking space serving each dwelling unit, should use this portion of the worksheet. Enter the number of APSSs indicated by ADA Table 208.2 for the total of each type of parking space, i.e., surface spaces, carports, etc., including both amenity spaces and dwelling unit spaces.

- **Minimum number of surface parking spaces (include dwelling unit and amenity spaces) that must be APSSs:** 7
- **Minimum number of carports that must be APSSs:** 0
- **Number of garages that must be APSSs:** 0

## APSs that Must Be Van Spaces

- **Total Van APSSs required, including all types of spaces:** 2
- **Minimum number of surface parking spaces that must be van APSSs:** 2
- **Minimum number of carports that must be van APSSs:** 0
- **Minimum number of garages that must be van APSSs:** 0

By signing below, I (WE) certify that the information above meets the requirements in the 2010 ADA Standards for Accessible Design Title III regulations at 28 CFR part 36, subpart D, and the 2004 ADA Accessibility Guidelines at 36 CFR part 1191, appendices B and D. There will be at least one accessible parking space per accessible unit located on the closest route to the accessible unit. For every 6 or fraction of 6 accessible spaces required, at least one will be van accessible. Accessible spaces will be dispersed amongst the parking types provided. Where parking for amenities or non-residents is provided, a sufficient number of accessible spaces will be provided.

Signature: Michael J. Kleffner  
Date: 5/13/2020  
Printed Name: Michael J. Kleffner  
Firm Name (if applicable): Wallace Architects, LLC
Rent Schedule
**Rent Schedule**

Unit types must be entered from smallest to largest based on "# of Bedrooms" and "Unit Size". If MFDL only or MFDL is the only permanent financing, there cannot be ANY market rate Units.

If a revised form is submitted, date of submission: 2/20/20

<table>
<thead>
<tr>
<th>HTC Units</th>
<th>MFDL - NHTF Units</th>
<th>AMF (AMLI) Units</th>
<th>TOPOCA AMFI Units</th>
<th>AMFI Subsidy Units</th>
<th># of Units</th>
<th># of Bedrooms</th>
<th>Unit Size (Ft.)</th>
<th>Rentable Sq. Ft.</th>
<th>Total NHTF Rentable Sq. Ft.</th>
<th>Rent Type</th>
<th>Total Rent</th>
<th>Tenant Paid Utility Allow.</th>
</tr>
</thead>
<tbody>
<tr>
<td>TC 60%</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>752</td>
<td>1,504</td>
<td>2,008</td>
<td>60%</td>
<td>240</td>
<td>120</td>
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<tr>
<td>TC 50%</td>
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<td>1</td>
<td>1</td>
<td>752</td>
<td>752</td>
<td>1,504</td>
<td>60%</td>
<td>2,008</td>
<td>2,000</td>
<td>50%</td>
<td>400</td>
<td>100</td>
</tr>
<tr>
<td>TC 40%</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>752</td>
<td>752</td>
<td>1,504</td>
<td>40%</td>
<td>2,000</td>
<td>2,000</td>
<td>40%</td>
<td>400</td>
<td>100</td>
</tr>
<tr>
<td>TC 30%</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>752</td>
<td>752</td>
<td>1,504</td>
<td>30%</td>
<td>2,000</td>
<td>2,000</td>
<td>30%</td>
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<td>100</td>
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<tr>
<td>TC 20%</td>
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<td>1</td>
<td>1</td>
<td>752</td>
<td>752</td>
<td>1,504</td>
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<td>2,000</td>
<td>2,000</td>
<td>10%</td>
<td>400</td>
<td>100</td>
</tr>
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<td>TC 5%</td>
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<td>1</td>
<td>752</td>
<td>752</td>
<td>1,504</td>
<td>5%</td>
<td>2,000</td>
<td>2,000</td>
<td>5%</td>
<td>400</td>
<td>100</td>
</tr>
</tbody>
</table>

**Budget Summary**

- Non Rentable Income: $13,00 per unit/month for Rent Deposits, Late Fees, Application Fees: $1,000
- Total Nonrental Income: $15,00 per unit/month
- Total Gross Monthly Income: $44,971
- Provision for Vacancy & Collection Loss: % of Potential Gross Income: 7.500%

**Rent Limits**

- TC 60%: $91.45 per unit/month
- TC 50%: $76.33 per unit/month
- TC 40%: $61.40 per unit/month
- TC 30%: $51.36 per unit/month
- TC 20%: $41.06 per unit/month
- TC 10%: $31.40 per unit/month
- TC 5%: $21.45 per unit/month

**Other**

- Total OT Units: 0
- Direct Loan Total: 0
- MFDL Total: 0
- MFDL - NHTF Units: 0
- MFDL Subsidy Units: 0
- MFDL - NHTF Units Total: 0
- MFDL Subsidy Units Total: 0
- MFDL - NHTF Units (B) x (C): 15,300
- MFDL - NHTF Units (A) x (B) = 70
- MFDL - NHTF Units Total (A) x (B): 70
- MFDL - NHTF Units Total (B) x (C): 15,300
- MFDL - NHTF Units Total (A) x (B) x (C): 70

**Rent Schedule (Continued)**

<table>
<thead>
<tr>
<th>HOUSING</th>
<th>% of Li</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>TC20%</td>
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<td>TC30%</td>
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<tr>
<td>MLI Total</td>
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<table>
<thead>
<tr>
<th>MORTGAGE REVENUE</th>
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<tbody>
<tr>
<td>BOND</td>
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<table>
<thead>
<tr>
<th>% of Li</th>
<th>% of Total</th>
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</thead>
<tbody>
<tr>
<td>MLB20%</td>
<td>5%</td>
</tr>
<tr>
<td>MLB30%</td>
<td>4%</td>
</tr>
<tr>
<td>MLB40%</td>
<td>3%</td>
</tr>
<tr>
<td>MLB50%</td>
<td>2%</td>
</tr>
<tr>
<td>MLB60%</td>
<td>1%</td>
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<tr>
<td>MLB70%</td>
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</tr>
<tr>
<td>MLB80%</td>
<td>0%</td>
</tr>
<tr>
<td>MLI Total</td>
<td>0%</td>
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<tr>
<td>MLBTotal</td>
<td>0%</td>
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</table>

<table>
<thead>
<tr>
<th>DIRECT LOAN (HOME TCRF, and/or NSP1 PI)</th>
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</thead>
</table>

<table>
<thead>
<tr>
<th>% of Li</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>MLB20%</td>
<td>5%</td>
</tr>
<tr>
<td>MLB30%</td>
<td>4%</td>
</tr>
<tr>
<td>MLB40%</td>
<td>3%</td>
</tr>
<tr>
<td>MLB50%</td>
<td>2%</td>
</tr>
<tr>
<td>MLB60%</td>
<td>1%</td>
</tr>
<tr>
<td>MLB70%</td>
<td>0%</td>
</tr>
<tr>
<td>MLB80%</td>
<td>0%</td>
</tr>
<tr>
<td>MLI Total</td>
<td>0%</td>
</tr>
<tr>
<td>MLBTotal</td>
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</table>

**Rent Schedule (Continued)**

<table>
<thead>
<tr>
<th>BEDROOMS</th>
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<th>Cost Per Sq. Ft.</th>
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<tr>
<td>5</td>
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<td>$118.83</td>
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<tr>
<td>MLI Total</td>
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<td>0%</td>
</tr>
<tr>
<td>MLI Total</td>
<td>0%</td>
<td>0%</td>
</tr>
</tbody>
</table>

ACQUISITION + HARD

<table>
<thead>
<tr>
<th>Cost Per Sq. Ft.</th>
<th>Cost Per Sq. Ft.</th>
</tr>
</thead>
<tbody>
<tr>
<td>$118.83</td>
<td>$118.83</td>
</tr>
</tbody>
</table>

HARD

<table>
<thead>
<tr>
<th>Cost Per Sq. Ft.</th>
<th>Cost Per Sq. Ft.</th>
</tr>
</thead>
<tbody>
<tr>
<td>$118.83</td>
<td>$118.83</td>
</tr>
</tbody>
</table>

BUILDING

<table>
<thead>
<tr>
<th>Cost Per Sq. Ft.</th>
<th>Cost Per Sq. Ft.</th>
</tr>
</thead>
<tbody>
<tr>
<td>$91.45</td>
<td>$91.45</td>
</tr>
</tbody>
</table>

**Rent Schedule (Continued)**

DO NOT USE THIS CALCULATION TO SCORE POINTS UNDER 11.6(p)(1). At the end of the Development Cost Schedule, you will have the ability to adjust your eligible costs to qualify. Points will be entered there.
Utility Allowances
### Utility Allowances [§10.614]

**Applicant must attach documentation to this form to support the “Utility Allowance” estimate used in completing the Rent Schedule provided in the Application. Where the Applicant uses any method that requires Department review, such review must have been requested prior to submission of the Application. Please see 10 TAC §10.614(k).** This exhibit must clearly indicate which utility costs are included in the estimate.

If tenants will be required to pay any other mandatory fees (e.g. renter’s insurance) please provide an estimate, description and documentation of those as well.

<table>
<thead>
<tr>
<th>Utility</th>
<th>Who Pays</th>
<th>Energy Source</th>
<th>0BR</th>
<th>1BR</th>
<th>2BR</th>
<th>3BR</th>
<th>4BR</th>
<th>Source of Utility Allowance &amp; Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Heating</td>
<td>Tenant</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>UA Pro February 2020 as approved</td>
</tr>
<tr>
<td>Cooking</td>
<td>Tenant</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Electric</td>
<td>Tenant</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Air Conditioning</td>
<td>Tenant</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water Heater</td>
<td>Tenant</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water</td>
<td>Tenant</td>
<td></td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>by THDCA (see attached behind this)</td>
</tr>
<tr>
<td>Sewer</td>
<td>Tenant</td>
<td></td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Trash</td>
<td>Landlord</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Flat Fee</td>
<td>Tenant</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td>Tenant</td>
<td></td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>Same as above</td>
</tr>
<tr>
<td>Total Paid by Tenant</td>
<td></td>
<td></td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
</tbody>
</table>

**Other (Describe)**

- Other is an all-in electricity calculation provided by UA Pro

If a revised form is submitted, date of submission: 

---

2/8/20
February 13, 2020

Isabelle Atkinson
Structure Development
Austin, TX
isabelle@structuretexas.com

RE: 2020 HTC Application – proposed site located in Brownsville, Texas  Application #  20093

Dear Ms. Atkinson:

The Texas Department of Housing and Community Affairs has received a request submitted for proposed a 2020 Housing Tax Credit (HTC), located in Brownsville, to calculate the utility allowance using the Energy Consumption Model in accordance with 10TAC§10.614(k). This allowance is calculated based on the following representations:

1. That the buildings are not HUD-Regulated;
2. That the building(s) are not RHS assisted or have RHS assisted tenants; and,
3. That the residents are financially responsible for electricity, water and sewer and that the utilities are not paid to or through the owner of the building based on an allocation formula or RUBS.

In accordance with Treasury Regulation §1.42-10, the utility allowance for those units occupied by Section 8 voucher holders remains the applicable Public Housing Authority utility allowance established from where the resident receives the assistance.

Please see attached allowance calculated by 2RW Consultants, Inc. dated February 3, 2020. This allowance can be used for underwriting purposes. If you are successful in obtaining an allocation, to utilize the Energy Consumption Model to establish the initial utility allowance for the Development, the Owner must submit utility allowance documentation for Department approval, at minimum, 90 days prior to the commencement of leasing activities.

If you have any further questions, please contact Cara Pollei toll free in Texas at (800) 643-8204, directly at (512) 475-3821, or email: cara.pollei@tdhca.state.tx.us.

Sincerely,

Cara Pollei
Compliance Monitor
# ALLOWANCES FOR TENANT-FURNISHED UTILITIES & OTHER SERVICES

**REPORT DATE:** 2020-02-03  
**PROPERTY:** Brownsville Lofts  
**LOCATION:** Brownsville, TX

## TABLE 1: MONTHLY UTILITY ALLOWANCES

<table>
<thead>
<tr>
<th>Unit Type</th>
<th>Electricity</th>
<th>Water</th>
<th>Sewer</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 BR</td>
<td>$60</td>
<td>$16</td>
<td>$14</td>
<td>$90</td>
</tr>
<tr>
<td>2 BR</td>
<td>$71</td>
<td>$17</td>
<td>$16</td>
<td>$104</td>
</tr>
<tr>
<td>3 BR</td>
<td>$81</td>
<td>$18</td>
<td>$19</td>
<td>$118</td>
</tr>
</tbody>
</table>

## TABLE 2: MONTHLY UTILITY CONSUMPTION

<table>
<thead>
<tr>
<th>Unit Type</th>
<th>Electricity (kWh)</th>
<th>Water/Sewer (kGal)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 BR</td>
<td>482</td>
<td>1.80</td>
</tr>
<tr>
<td>2 BR</td>
<td>586</td>
<td>2.51</td>
</tr>
<tr>
<td>3 BR</td>
<td>681</td>
<td>3.23</td>
</tr>
</tbody>
</table>

UApro+™ is compliant with IRS regulation 26 CFR 1.42-10. See technical documentation for further details on compliance, methodology, and additional data.

UApro+™ is a trademark of 2RW Consultants, Inc.
Annual Operating Expenses
# ANNUAL OPERATING EXPENSES

## General & Administrative Expenses

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounting</td>
<td>$8,000</td>
</tr>
<tr>
<td>Advertising</td>
<td>$2,500</td>
</tr>
<tr>
<td>Legal fees</td>
<td>$2,000</td>
</tr>
<tr>
<td>Leased equipment</td>
<td>$6,000</td>
</tr>
<tr>
<td>Postage &amp; office supplies</td>
<td>$2,000</td>
</tr>
<tr>
<td>Telephone</td>
<td>$2,000</td>
</tr>
<tr>
<td>Other</td>
<td>$2,500</td>
</tr>
<tr>
<td><strong>Computer Software &amp; Subscriptions, Training</strong></td>
<td>$2,500</td>
</tr>
<tr>
<td><strong>Other</strong></td>
<td>$0</td>
</tr>
<tr>
<td><strong>Total General &amp; Administrative Expenses:</strong></td>
<td>$25,000</td>
</tr>
</tbody>
</table>

## Payroll, Payroll Tax & Employee Benefits

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Management</td>
<td>$35,360</td>
</tr>
<tr>
<td>Maintenance</td>
<td>$19,968</td>
</tr>
<tr>
<td><strong>Taxes and Benefits at 20% of payroll</strong></td>
<td>$11,066</td>
</tr>
<tr>
<td><strong>Total Payroll, Payroll Tax &amp; Employee Benefits:</strong></td>
<td>$66,394</td>
</tr>
</tbody>
</table>

## Repairs & Maintenance

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elevator</td>
<td>$4,000</td>
</tr>
<tr>
<td>Exterminating</td>
<td>$10,000</td>
</tr>
<tr>
<td>Make-ready</td>
<td>$10,000</td>
</tr>
<tr>
<td>Pool</td>
<td>$10,000</td>
</tr>
<tr>
<td>Other</td>
<td>$7,500</td>
</tr>
<tr>
<td><strong>Contract Services</strong></td>
<td>$0</td>
</tr>
<tr>
<td><strong>Total Repairs &amp; Maintenance:</strong></td>
<td>$41,500</td>
</tr>
</tbody>
</table>

## Utilities (Enter Only Property Paid Expense)

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electric</td>
<td>$13,500</td>
</tr>
<tr>
<td>Natural gas</td>
<td>$5,000</td>
</tr>
<tr>
<td>Trash</td>
<td>$5,000</td>
</tr>
<tr>
<td>Water/Sewer</td>
<td>$5,000</td>
</tr>
<tr>
<td>Other</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Total Utilities:</strong></td>
<td>$23,500</td>
</tr>
</tbody>
</table>

## Annual Property Insurance

- **Rate per net rentable square foot:** $0.84
- **Total:** $60,000

## Property Taxes:

- **Published Capitalization Rate:** 8.5-9.5%
- **Source:** Cameron CAD
- **Annual Property Taxes:** $50,025
- **Payments in Lieu of Taxes:** $0
- **Total Property Taxes:** $50,025
- **Reserve for Replacements:** $250
- **Annual reserves per unit:** $17,500

## Other Expenses

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cable TV</td>
<td>$0</td>
</tr>
<tr>
<td>Supportive Services (Staffing/Contracted Services)</td>
<td>$0</td>
</tr>
<tr>
<td>TDHCA Compliance fees ($40/HTC unit)</td>
<td>$2,560</td>
</tr>
<tr>
<td>TDHCA Direct Loan Compliance Fees ($34/MDL unit)</td>
<td>$0</td>
</tr>
<tr>
<td>TDHCA Bond Compliance Fees (TDHCA as Bond Issuer Only - $25/MRB unit)</td>
<td>$0</td>
</tr>
<tr>
<td>Bond Trustee Fees (ALL Tax-Exempt Bond Developments)</td>
<td>$0</td>
</tr>
<tr>
<td>Security</td>
<td>$0</td>
</tr>
<tr>
<td>Other</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Total Other Expenses:</strong></td>
<td>$2,560</td>
</tr>
</tbody>
</table>

## TOTAL ANNUAL EXPENSES

- **Expense per unit:** $4520
- **Total:** $316,429
- **Expense to Income Ratio:** 63.39%

## NET OPERATING INCOME (before debt service)

- **Total:** $182,749

## Annual Debt Service

- **First Mortgage**
- **TDHCA Bond-Issuer Admin Fee (0.10%)**
- **TOTAL ANNUAL DEBT SERVICE**: $155,942
- **Debt Coverage Ratio:** 1.17

## NET CASH FLOW

- **Total:** $26,807

---

If a revised form is submitted, date of submission: [Blank]
15 Year Rental Housing Operating Pro Forma
15 Year Rental Housing Operating Pro Forma (All Programs)

The pro forma should be based on the operating income and expense information for the base year (first year of stabilized occupancy using today’s best estimates of market rents, restricted rents, rental income and expenses), and principal and interest debt service. The Department uses an annual growth rate of 2% for income and 3% for expenses. Written explanation for any deviations from these growth rates or for assumptions other than straight-line growth made during the proforma period should be attached to this exhibit.

<table>
<thead>
<tr>
<th>INCOME</th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>POTENTIAL GROSS ANNUAL RENTAL INCOME</td>
<td>$527,052</td>
<td>$537,593</td>
<td>$548,345</td>
<td>$559,312</td>
<td>$570,498</td>
<td>$629,876</td>
<td>$695,434</td>
</tr>
<tr>
<td>Secondary Income</td>
<td>$12,600</td>
<td>$12,852</td>
<td>$13,109</td>
<td>$13,371</td>
<td>$13,639</td>
<td>$15,058</td>
<td>$16,625</td>
</tr>
<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$539,652</td>
<td>$550,445</td>
<td>$561,454</td>
<td>$572,683</td>
<td>$584,137</td>
<td>$644,934</td>
<td>$712,059</td>
</tr>
<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>($40,474)</td>
<td>($41,283)</td>
<td>($42,190)</td>
<td>($42,951)</td>
<td>($43,810)</td>
<td>($48,370)</td>
<td>($53,404)</td>
</tr>
<tr>
<td>Rental Concessions</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>EFFECTIVE GROSS ANNUAL INCOME</td>
<td>$499,178</td>
<td>$509,162</td>
<td>$519,235</td>
<td>$529,732</td>
<td>$540,326</td>
<td>$596,564</td>
<td>$658,655</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>EXPENSES</th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>General &amp; Administrative Expenses</td>
<td>$25,000</td>
<td>$25,750</td>
<td>$26,523</td>
<td>$27,318</td>
<td>$28,138</td>
<td>$32,619</td>
<td>$37,815</td>
</tr>
<tr>
<td>Management Fee</td>
<td>$29,951</td>
<td>$30,550</td>
<td>$31,161</td>
<td>$31,784</td>
<td>$32,420</td>
<td>$35,794</td>
<td>$39,519</td>
</tr>
<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$66,394</td>
<td>$68,385</td>
<td>$70,437</td>
<td>$72,550</td>
<td>$74,727</td>
<td>$86,629</td>
<td>$100,426</td>
</tr>
<tr>
<td>Repairs &amp; Maintenance</td>
<td>$41,500</td>
<td>$42,745</td>
<td>$44,027</td>
<td>$45,348</td>
<td>$46,709</td>
<td>$54,148</td>
<td>$62,772</td>
</tr>
<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$13,500</td>
<td>$13,905</td>
<td>$14,322</td>
<td>$14,752</td>
<td>$15,194</td>
<td>$17,614</td>
<td>$20,420</td>
</tr>
<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$10,000</td>
<td>$10,300</td>
<td>$10,609</td>
<td>$10,927</td>
<td>$11,255</td>
<td>$13,048</td>
<td>$15,126</td>
</tr>
<tr>
<td>Annual Property Insurance Premiums</td>
<td>$60,000</td>
<td>$61,800</td>
<td>$63,654</td>
<td>$65,564</td>
<td>$67,531</td>
<td>$78,286</td>
<td>$90,755</td>
</tr>
<tr>
<td>Property Tax</td>
<td>$50,025</td>
<td>$51,526</td>
<td>$53,072</td>
<td>$54,664</td>
<td>$56,304</td>
<td>$65,271</td>
<td>$75,667</td>
</tr>
<tr>
<td>Reserve for Replacements</td>
<td>$17,500</td>
<td>$18,025</td>
<td>$18,566</td>
<td>$19,123</td>
<td>$19,696</td>
<td>$22,834</td>
<td>$26,470</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>$2,560</td>
<td>$2,637</td>
<td>$2,716</td>
<td>$2,797</td>
<td>$2,881</td>
<td>$3,340</td>
<td>$3,872</td>
</tr>
<tr>
<td>TOTAL ANNUAL EXPENSES</td>
<td>$316,429</td>
<td>$325,623</td>
<td>$335,086</td>
<td>$344,827</td>
<td>$354,854</td>
<td>$409,583</td>
<td>$472,844</td>
</tr>
<tr>
<td>NET OPERATING INCOME</td>
<td>$182,749</td>
<td>$183,539</td>
<td>$184,259</td>
<td>$184,905</td>
<td>$185,474</td>
<td>$186,981</td>
<td>$185,811</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DEBT SERVICE</th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Deed of Trust Annual Loan Payment</td>
<td>$155,942</td>
<td>$155,942</td>
<td>$155,942</td>
<td>$155,942</td>
<td>$155,942</td>
<td>$155,942</td>
<td>$155,942</td>
</tr>
<tr>
<td>Second Deed of Trust Annual Loan Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Third Deed of Trust Annual Loan Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Annual Required Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Annual Required Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ANNUAL NET CASH FLOW</td>
<td>$26,807</td>
<td>$27,597</td>
<td>$28,317</td>
<td>$28,963</td>
<td>$29,531</td>
<td>$31,039</td>
<td>$29,869</td>
</tr>
<tr>
<td>CUMULATIVE NET CASH FLOW</td>
<td>$26,807</td>
<td>$54,404</td>
<td>$82,721</td>
<td>$111,684</td>
<td>$141,215</td>
<td>$292,638</td>
<td>$444,907</td>
</tr>
<tr>
<td>Debt Coverage Ratio</td>
<td>1.17</td>
<td>1.18</td>
<td>1.18</td>
<td>1.19</td>
<td>1.19</td>
<td>1.20</td>
<td>1.19</td>
</tr>
</tbody>
</table>

By signing below I (we) are certifying that the above 15 Year pro forma is consistent with the unit rental rate assumptions, total operating expenses, net operating income, and debt service coverage based on the bank’s current underwriting parameters and consistent with the loan terms indicated in the term sheet and preliminarily considered feasible pending further diligence review. The debt service for each year maintains no less than a 1.15 debt coverage ratio. (Signature only required if using this pro forma for points under §11.9(e)(1) relating to Financial Feasibility)

Signature, Authorized Representative, Construction or Permanent Lender

Signed version behind Tab 35

Signature, Authorized Representative, Syndicator

Phone: Email: Phone: Email:

Date: Date: 2/20/20

If a revised form is submitted, date of submission: 2/20/20
Off-Site Cost Breakdown
**Off-Site Cost Breakdown**

This form must be submitted with the Development Cost Schedule if the development has offsite costs, whether those costs are included in the budget as a line item, embedded in the acquisition costs, referenced in utility provider letters. Therefore, the total costs listed on this worksheet may or may not exactly correspond with those off-site costs indicated on the Development Costs Schedule. However, costs listed here should be able to be justified in another place in the application.

**Column A:** The offsite activity reflected here should correspond to the offsite activity reflected in the Development Cost Schedule or other supporting documentation.

**Columns B and C:** In determining actual construction costs, two different methods may be used:

**Column D:** To arrive at total construction costs in Column D:

**Column E:** Any proposed activity involving the acquisition of real property, easements, rights-of-way, etc., must have the projected costs of this acquisition for the activity.

**Column F:** Engineering/architectural costs must be broken out by the offsite work activity.

**Column G:** Figures for Column G, Total Activity Cost, are obtained by adding together Columns D, E, and F to get the total costs.

**ALL contingency must be included in the Contingency line item on the Development Cost Schedule and NOT on this form**

This form must be completed by a professional engineer licensed to practice in the State of Texas. His or her signature and registration seal must be on the form.

<table>
<thead>
<tr>
<th>A.</th>
<th>B.</th>
<th>C.</th>
<th>D.</th>
<th>E.</th>
<th>F.</th>
<th>G.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Activity</td>
<td>Labor or Unit Price</td>
<td>Materials or # of Units</td>
<td>Total Construction Cost</td>
<td>Acquisition Costs</td>
<td>Engineering / Architectural Costs</td>
<td>Total Activity Costs</td>
</tr>
<tr>
<td>NA No Offsite</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$ -</td>
</tr>
</tbody>
</table>

Signature of Registered Engineer responsible for Budget Justification

Printed Name

Date

If a revised form is submitted, date of submission: 2/22/20
Site Work Cost Breakdown
This form must be submitted with the Development Cost Schedule as justification of Site Work costs.

**Column A:** The Site Work activity reflected here must match the Site Work activity reflected in the Development Cost Schedule.

**Columns B and C:** In determining actual construction cost, two different methods may be used:
- The construction costs may be broken into labor (Column B) and materials (Column C) for the activity.
- The use of unit price (Column B) and the number of units (Column C) data for the activity.

**Column D:** To arrive at total construction costs in Column D:
- If based on labor and materials, add Column B and Column C together to arrive at total construction costs.
- If based on unit price measures, Column B is multiplied by Column C to arrive at total construction costs.

**Column E:** Any proposed activity involving the acquisition of real property, easements, rights-of-way, etc., must have the projected costs of this acquisition for the activity.

**Column F:** Engineering/architectural costs must be broken out by the Site Work activity.

**Column G:** Figures for Column G, Total Activity Cost, are obtained by adding together Columns D, E, and F to get the total costs.

**This form must be completed by a Third-Party engineer licensed to practice in the State of Texas. His or her signature and registration seal must be on the form.**

For Site Work costs that exceed $15,000 per Unit and are included in Eligible Basis, a CPA letter allocating which portions of those site costs should be included in Eligible Basis and which ones may ineligible must be submitted behind this tab.

<table>
<thead>
<tr>
<th>Activity</th>
<th>B. Labor or Unit Price</th>
<th>C. Materials or # of Units</th>
<th>D. Total Construction Costs</th>
<th>E. Acquisition Costs</th>
<th>F. Engineering / Architectural Costs</th>
<th>G. Total Activity Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rough grading</td>
<td>$311,027.00</td>
<td>1</td>
<td>$311,027.00</td>
<td>-</td>
<td>-</td>
<td>$311,027</td>
</tr>
<tr>
<td>Fine grading</td>
<td>$58,396.00</td>
<td>1</td>
<td>$58,396.00</td>
<td>-</td>
<td>-</td>
<td>$58,396</td>
</tr>
<tr>
<td>On-site concrete</td>
<td>$33,691.00</td>
<td>1</td>
<td>$33,691.00</td>
<td>-</td>
<td>-</td>
<td>$33,691</td>
</tr>
<tr>
<td>On-site electrical</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>On-site paving</td>
<td>$218,115.00</td>
<td>1</td>
<td>$218,115.00</td>
<td>-</td>
<td>-</td>
<td>$218,115</td>
</tr>
<tr>
<td>On-site utilities</td>
<td>$270,946.00</td>
<td>1</td>
<td>$270,946.00</td>
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<td>-</td>
<td>$270,946</td>
</tr>
<tr>
<td>Decorative masonry</td>
<td>$28,000.00</td>
<td>1</td>
<td>$28,000.00</td>
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<td>-</td>
<td>$28,000</td>
</tr>
<tr>
<td>Bumper stops, striping &amp; signs</td>
<td>-</td>
<td>1</td>
<td>-</td>
<td>$28,000</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Underground detention</td>
<td>$250,000.00</td>
<td>1</td>
<td>$250,000.00</td>
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<td>-</td>
<td>$250,000</td>
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<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$1,170,175</td>
</tr>
</tbody>
</table>

---

Signature of Registered Engineer

Printed Name

Date

If a revised form is submitted, date of submission:
Site Work Cost Breakdown

This form must be submitted with the Development Cost Schedule as justification of Site Work costs.

Column A: The Site Work activity reflected here must match the Site Work activity reflected in the Development Cost Schedule.

Columns B and C: In determining actual construction cost, two different methods may be used:
- The construction costs may be broken into labor (Column B) and materials (Column C) for the activity.
- The use of unit price (Column B) and the number of units (Column C) data for the activity.

Column D: To arrive at total construction costs in Column D:
- If based on labor and materials, add Column B and Column C together to arrive at total construction costs.
- If based on unit price measures, Column B is multiplied by Column C to arrive at total construction costs.

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Column F: Engineering/architectural costs must be broken out by the Site Work activity.

Column G: Figures for Column G, Total Activity Cost, are obtained by adding together Columns D, E, and F to get the total costs.

**This form must be completed by a Third-Party engineer licensed to practice in the State of Texas. His or her signature and registration seal must be on the form.**

For Site Work costs that exceed $15,000 per Unit and are included in Eligible Basis, a CPA letter allocating which portions of those site costs should be included in Eligible Basis and which ones may ineligible must be submitted behind this tab.

<table>
<thead>
<tr>
<th>A. Activity</th>
<th>B. Labor or Unit Price</th>
<th>C. Materials or # of Units</th>
<th>D. Total Construction Costs</th>
<th>E. Acquisition Costs</th>
<th>F. Engineering / Architectural Costs</th>
<th>G. Total Activity Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rough grading</td>
<td>$311,027.00</td>
<td>1</td>
<td>$311,027.00</td>
<td>$</td>
<td>$</td>
<td>$311,027</td>
</tr>
<tr>
<td>Fine grading</td>
<td>$58,396.00</td>
<td>1</td>
<td>$58,396.00</td>
<td>$</td>
<td>$</td>
<td>$58,396</td>
</tr>
<tr>
<td>On-site concrete</td>
<td>$33,691.00</td>
<td>1</td>
<td>$33,691.00</td>
<td>$</td>
<td>$</td>
<td>$33,691</td>
</tr>
<tr>
<td>On-site electrical</td>
<td>$218,115.00</td>
<td>1</td>
<td>$218,115.00</td>
<td>$</td>
<td>$</td>
<td>$218,115</td>
</tr>
<tr>
<td>On-site paving</td>
<td>$270,946.00</td>
<td>1</td>
<td>$270,946.00</td>
<td>$</td>
<td>$</td>
<td>$270,946</td>
</tr>
<tr>
<td>Decorative masonry</td>
<td>$28,000.00</td>
<td>1</td>
<td>$28,000.00</td>
<td>$</td>
<td>$</td>
<td>$28,000</td>
</tr>
<tr>
<td>Bumper stops, striping &amp; signs</td>
<td>$250,000.00</td>
<td>1</td>
<td>$250,000.00</td>
<td>$</td>
<td>$</td>
<td>$250,000</td>
</tr>
<tr>
<td>Underground detention</td>
<td>$250,000.00</td>
<td>1</td>
<td>$250,000.00</td>
<td>$</td>
<td>$</td>
<td>$250,000</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$</td>
<td>$1,170,175</td>
</tr>
</tbody>
</table>

Signature of Registered Engineer: [Signature]

Printed Name: Timothy D. Crockett

Date: 2/25/20

If a revised form is submitted, date of submission: 2/25/20
Texas Department of Housing and Community Affairs  
P.O. Box 13941  
Austin, TX 78711-3941

To whom it may concern,

We are writing this letter in accordance with TAC §11.204(8)(E)(i) to state that we have reviewed the site work costs for Brownsville Housing Partners, LP and determined that the following costs should be included in the eligible basis calculation.

<table>
<thead>
<tr>
<th>Activity</th>
<th>Labor or Unit Price</th>
<th>Eligible Costs</th>
<th>Ineligible Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rough grading</td>
<td>$311,027</td>
<td>$73,950</td>
<td>$237,077</td>
</tr>
<tr>
<td>Fine grading</td>
<td>$58,396</td>
<td>$58,396</td>
<td>-</td>
</tr>
<tr>
<td>On-site concrete</td>
<td>$33,691</td>
<td>$33,691</td>
<td>-</td>
</tr>
<tr>
<td>On-site paving</td>
<td>$218,115</td>
<td>$218,115</td>
<td>-</td>
</tr>
<tr>
<td>On-site utilities</td>
<td>$270,946</td>
<td>$270,946</td>
<td>-</td>
</tr>
<tr>
<td>Decorative masonry</td>
<td>$28,000</td>
<td>$28,000</td>
<td>-</td>
</tr>
<tr>
<td>Underground detention</td>
<td>$250,000</td>
<td>$250,000</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$1,170,175</strong></td>
<td><strong>$933,098</strong></td>
<td><strong>$237,077</strong></td>
</tr>
</tbody>
</table>

Should you have any further questions, please contact Jeanne-Marie Smith at (205) 271-5520.

Sincerely,

Tidwell Group, LLC  
Birmingham, Alabama  
February 26, 2020
Development Cost Schedule
This Development Cost Schedule must be consistent with the Summary Sources and Uses of Funds Statement. All Applications must complete the Total Cost column. Direct Loan Applicants should review costs ineligible for reimbursement with Direct Loan funds in 10 TAC §13.3(e), while all HTC Applicants must complete the Eligible Basis columns and the Requested Credit calculation below:

### ACQUISITION

<table>
<thead>
<tr>
<th>Description</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Site acquisition cost</td>
<td>1,100,000</td>
</tr>
<tr>
<td>Existing building acquisition cost</td>
<td>0</td>
</tr>
<tr>
<td>Closing costs &amp; acq. legal fees</td>
<td>0</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td>0</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td>0</td>
</tr>
</tbody>
</table>

**Subtotal Acquisition Cost:** $1,100,000

### OFF-SITES

<table>
<thead>
<tr>
<th>Description</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Off-site concrete</td>
<td>0</td>
</tr>
<tr>
<td>Storm drains &amp; devices</td>
<td>0</td>
</tr>
<tr>
<td>Water &amp; fire hydrants</td>
<td>0</td>
</tr>
<tr>
<td>Off-site utilities</td>
<td>0</td>
</tr>
<tr>
<td>Sewer lateral(s)</td>
<td>0</td>
</tr>
<tr>
<td>Off-site paving</td>
<td>0</td>
</tr>
<tr>
<td>Off-site electrical</td>
<td>0</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td>0</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td>0</td>
</tr>
</tbody>
</table>

**Subtotal Off-Sites Cost:** $0

### SITE WORK

<table>
<thead>
<tr>
<th>Description</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Demolition</td>
<td></td>
</tr>
<tr>
<td>Asbestos Abatement (Demolition Only)</td>
<td></td>
</tr>
<tr>
<td>Detention</td>
<td></td>
</tr>
<tr>
<td>Rough grading</td>
<td>311,027</td>
</tr>
<tr>
<td>Fine grading</td>
<td>56,396</td>
</tr>
<tr>
<td>On-site concrete</td>
<td>33,691</td>
</tr>
<tr>
<td>On-site electrical</td>
<td></td>
</tr>
<tr>
<td>On-site paving</td>
<td>218,115</td>
</tr>
<tr>
<td>On-site utilities</td>
<td>270,946</td>
</tr>
<tr>
<td>Decorative masonry</td>
<td>28,000</td>
</tr>
<tr>
<td>Bumper stops, striping &amp; signs</td>
<td></td>
</tr>
<tr>
<td>Underground detention</td>
<td>250,000</td>
</tr>
</tbody>
</table>

**Subtotal Site Work Cost:** $1,170,175

### SITE AMENITIES

<table>
<thead>
<tr>
<th>Description</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Landscaping</td>
<td>117,694</td>
</tr>
<tr>
<td>Pool and decking</td>
<td>117,694</td>
</tr>
<tr>
<td>Athletic court(s), playground(s)</td>
<td>50,000</td>
</tr>
<tr>
<td>Fencing</td>
<td>74,009</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td>0</td>
</tr>
</tbody>
</table>

**Subtotal Site Amenities Cost:** $241,703

### BUILDING COSTS*

<table>
<thead>
<tr>
<th>Description</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Concrete</td>
<td>496,493</td>
</tr>
<tr>
<td>Masonry</td>
<td>200,000</td>
</tr>
<tr>
<td>Metals</td>
<td>207,000</td>
</tr>
<tr>
<td>Woods and Plastics</td>
<td>1,767,968</td>
</tr>
<tr>
<td>Thermal and Moisture Protection</td>
<td>312,375</td>
</tr>
<tr>
<td>Roof Covering</td>
<td>134,960</td>
</tr>
<tr>
<td>Doors and Windows</td>
<td>404,555</td>
</tr>
<tr>
<td>Finishes</td>
<td>961,978</td>
</tr>
<tr>
<td>Specialties</td>
<td>84,713</td>
</tr>
<tr>
<td>Equipment</td>
<td>284,952</td>
</tr>
<tr>
<td>Furnishings</td>
<td>17,805</td>
</tr>
<tr>
<td>Special Construction</td>
<td>246,223</td>
</tr>
<tr>
<td>Conveying Systems (Elevators)</td>
<td>613,817</td>
</tr>
<tr>
<td>Mechanical (HVAC, Plumbing)</td>
<td>799,890</td>
</tr>
</tbody>
</table>

**Subtotal Site Amenities Cost:** $241,703

---

**Self Score Total:** 138

---

**ALL OFF-SITE COSTS REQUIRE DOCUMENTATION. THOSE ENTERED IN BASIS REQUIRE MORE DOCUMENTATION!!! SEE 10 TAC §11.204(8)(E)(ii).**
<table>
<thead>
<tr>
<th>Item</th>
<th>Before 11.9(e)(2)</th>
<th>$</th>
<th>After 11.9(e)(2)</th>
<th>$</th>
<th>Voluntary Eligible *</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>Detached Community Facilities/Building</td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Carports and/or Garages</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Lead-Based Paint Abatement</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Asbestos Abatement (Rehabilitation Only)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Structured Parking</td>
<td></td>
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</tr>
<tr>
<td>Commercial Space Costs</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
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</tr>
<tr>
<td><strong>Subtotal Building Costs</strong></td>
<td>$6,532,729</td>
<td>$0</td>
<td>$6,532,729</td>
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</tr>
<tr>
<td><strong>Voluntary Eligible Building Costs (After 11.9(e)(2))</strong></td>
<td>$81.89 psf</td>
<td>$5,849,894</td>
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<td></td>
</tr>
</tbody>
</table>

If NOT seeking to score points under §11.9(e)(2), E77:E78 should remain BLANK. True eligible building cost should be entered in line items E33:E74. If requesting points under §11.9(e)(2) related to Cost of Development per Square Foot, enter the true or voluntarily limited costs in E77:E78 that produces the target cost per square foot D77:D78. Enter Requested Score for §11.9(e)(2) at the bottom of the schedule in D202.

**SOFT COSTS**

<table>
<thead>
<tr>
<th>Item</th>
<th>Before 11.9(e)(2)</th>
<th>$</th>
<th>After 11.9(e)(2)</th>
<th>$</th>
<th>Voluntary Eligible *</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>Architectural - Design fees</td>
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<tr>
<td>Architectural - Supervision fees</td>
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</tr>
<tr>
<td>Engineering fees</td>
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<td>100,000</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Real estate attorney/other legal fees</td>
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<td>Accounting fees</td>
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<tr>
<td>Impact Fees</td>
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<td>100,000</td>
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<td></td>
</tr>
<tr>
<td>Building permits &amp; related costs</td>
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<td>Environmental assessment</td>
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<td>Soils report</td>
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<td>Survey</td>
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<td>Marketing</td>
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<tr>
<td>Hazard &amp; liability insurance</td>
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</tr>
<tr>
<td>Real property taxes</td>
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<tr>
<td>Personal property taxes</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Tenant Relocation</td>
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<tr>
<td>FF&amp;E</td>
<td>50,000</td>
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<td>50,000</td>
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<tr>
<td>PPB</td>
<td>92,335</td>
<td></td>
<td>92,335</td>
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<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
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</tr>
<tr>
<td><strong>Subtotal Soft Cost</strong></td>
<td>$1,130,985</td>
<td>$0</td>
<td>$1,080,985</td>
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</tbody>
</table>

**FINANCING:**

**CONSTRUCTION LOAN(S)**

<table>
<thead>
<tr>
<th>Item</th>
<th>Before 11.9(e)(2)</th>
<th>$</th>
<th>After 11.9(e)(2)</th>
<th>$</th>
<th>Voluntary Eligible *</th>
<th>$</th>
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<tbody>
<tr>
<td>Interest</td>
<td>430,000</td>
<td>248,196</td>
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<tr>
<td>Loan origination fees</td>
<td>86,000</td>
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<td>86,000</td>
<td></td>
<td></td>
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<tr>
<td>Title &amp; recording fees</td>
<td>97,030</td>
<td></td>
<td>97,030</td>
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<td></td>
</tr>
<tr>
<td>Closing costs &amp; legal fees</td>
<td>50,000</td>
<td></td>
<td>50,000</td>
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<td></td>
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</tr>
<tr>
<td>Inspection fees</td>
<td>29,000</td>
<td></td>
<td>29,000</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Credit Report</td>
<td>Other (specify) - see footnote 1</td>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>---------------</td>
<td>----------------------------------</td>
<td>----------------------------------</td>
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</tr>
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</table>

### PERMANENT LOAN(S)

<table>
<thead>
<tr>
<th>Loan origination fees</th>
<th>25,500</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title &amp; recording fees</td>
<td></td>
</tr>
<tr>
<td>Closing costs &amp; legal</td>
<td>20,000</td>
</tr>
<tr>
<td>Bond premium</td>
<td></td>
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<td>Credit report</td>
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<td>Discount points</td>
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<tr>
<td>Credit enhancement fees</td>
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</tr>
<tr>
<td>Prepaid MIP</td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
</tr>
</tbody>
</table>

### BRIDGE LOAN(S)

| Interest |        |
| Loan origination fees |        |
| Title & recording fees |        |
| Closing costs & legal fees |        |
| Other (specify) - see footnote 1 |        |
| Other (specify) - see footnote 1 |        |

### OTHER FINANCING COSTS

| Tax credit fees | 55,779 |
| Tax and/or bond counsel |        |
| Payment bonds |        |
| Performance bonds |        |
| Credit enhancement fees |        |
| Mortgage insurance premiums |        |
| Cost of underwriting & issuance |        |
| Syndication organizational cost | 30,000 |
| Tax opinion |        |
| Refinance (existing loan payoff amt) |        |
| Other (specify) - see footnote 1 |        |
| Other (specify) - see footnote 1 |        |

Subtotal Financing Cost $823,309 0 $510,226

### DEVELOPER FEES

| Housing consultant fees | 4 |
| General & administrative |        |
| Profit or fee | 1,500,000 1,500,000 |

Subtotal Developer Fees 13.62% $1,500,000 0 $1,500,000 14.86%

### RESERVES

| Rent-up - new funds |        |
| Rent-up - existing reserves* |        |
| Operating - new funds | 230,000 |
| Operating - existing reserves* |        |
| Replacement - new funds | 17,500 |
| Replacement - existing reserves* |        |
| Escrows - new funds |        |
| Escrows - existing reserves* |        |

Subtotal Reserves $247,500 0 0

*Any existing reserve amounts should be listed on the Schedule of Sources.*

### TOTAL HOUSING DEVELOPMENT COSTS

$14,258,080 0 $11,594,619

The following calculations are for HTC Applications only.

**Deduct From Basis:**

Federal grants used to finance costs in Eligible Basis
Non-qualified non-recourse financing
Non-qualified portion of higher quality units §42(d)(5)
Historic Credits (residential portion only)

Total Eligible Basis $0 $11,594,619

**High Cost Area Adjustment (100% or 130%)**

2/26/20
<table>
<thead>
<tr>
<th>Description</th>
<th>Amount 1</th>
<th>Amount 2</th>
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</thead>
<tbody>
<tr>
<td>Total Adjusted Basis</td>
<td>$0</td>
<td>$15,073,005</td>
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<tr>
<td>Applicable Fraction</td>
<td>100%</td>
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</tr>
<tr>
<td>Total Qualified Basis</td>
<td>$15,073,005</td>
<td>$0</td>
</tr>
<tr>
<td>Applicable Percentage</td>
<td>9.00%</td>
<td></td>
</tr>
<tr>
<td>Credits Supported by Eligible Basis</td>
<td>$1,356,570</td>
<td>$0</td>
</tr>
<tr>
<td>Credit Request (from 17. Development Narrative)</td>
<td></td>
<td>$1,283,000</td>
</tr>
<tr>
<td>Requested Score for 11.9(e)(2)</td>
<td>12</td>
<td></td>
</tr>
</tbody>
</table>

*11.9(c)(2) Cost Per Square Foot: DO NOT ROUND. Applicants are advised to ensure that the figure is not rounded down to the maximum dollar figure to support the elected points.

Name of contact for Cost Estimate: **Chris Nagel**

Phone Number for Contact: **(956) 399-1115**

If a revised form is submitted, date of submission: [ ]
Financing Narrative and Summary of Sources and Uses
## Sources of Funds and Financing Narrative

The information provided throughout the Application (i.e., Financing Narrative, Term Sheets and Development Cost Schedule) must be consistent with all other documentation in this section. Provide sufficient detail to identify the source and explain the use (in terms of the timing and any specific uses) of each type of funds to be contributed. In addition, describe/explain replacement reserves. Finally, describe/explain operating items. The narrative must include rents, operating subsidies, project based assistance, and all other sources of funds for operations. In the foregoing discussion of both development and operating funds, specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments.

### Total Uses of Funds

- **Total Uses of Funds**: $14,258,080

### Total Sources of Funds

- **Total Sources of Funds**: $9,729,427

### Schedule of Sources of Funds and Financing Narrative

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Construction Period</th>
<th>Permanent Period</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Lien Position</td>
<td>Lien Position</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
</tr>
<tr>
<td>Bank of Oklahoma</td>
<td>Conventional Loan</td>
<td></td>
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<tr>
<td></td>
<td>$8,600,000</td>
<td>5.00%</td>
<td></td>
</tr>
<tr>
<td></td>
<td>$2,695,000</td>
<td>5.00%</td>
<td>40</td>
</tr>
<tr>
<td></td>
<td>$14,258,080</td>
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<td></td>
</tr>
</tbody>
</table>

### Third Party Equity

- **Raymond James**: $1,283,000, $1,128,927, $11,289,271, 0.88

### Other

- **City of Brownsville Contribution**: $500

### Total Sources of Funds

- **Total Sources of Funds**: $9,729,427
- **Total Uses of Funds**: $14,258,080

---

### INSTRUCTIONS

Describe the sources of funds that will finance Development. The description must include construction, permanent, and bridge loans, and all other types of funds to be used for development. The information must be consistent with all other documentation in this section. Provide sufficient detail to identify the source and explain the use (in terms of the timing and any specific uses) of each type of funds to be contributed. In addition, describe/explain replacement reserves. Finally, describe/explain operating items. The narrative must include rents, operating subsidies, project based assistance, and all other sources of funds for operations. In the foregoing discussion of both development and operating funds, specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments.

Describe the sources and uses of funds (specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments). For Direct Loan or Tax-Exempt Bond Applications that contemplate an FHA-insured loan, this includes the anticipated date that FHA application will be submitted to HUD (if not already submitted).

Bank of Oklahoma will provide construction financing for the development in the amount and at the terms shown above in the worksheet. Cedar Rapids Bank and Trust will provide permanent financing in the amount and at the terms shown above. Raymond James will provide equity to the development in the amount shown above, they will be using a rate of .88 per $1 of tax credits. The City of Brownsville has committed to providing a fee waiver construction of $500. Finally, if sources are less than uses, the developer has committed to defer fee in the amount shown above. This amount can be paid from cash flow in less than 15 years.

Describe the replacement reserves. Are there any existing reserve accounts that will transfer with the property? If so, describe what will be done with these funds.

Replacement reserves are scheduled at $250 per unit per year as shown in the Operating Expense worksheet. There are no existing accounts that will be transferred - the development is new construction.

Describe the operating items (rents, operating subsidies, project based assistance, etc., and specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments.

Operating costs were estimated with input from our management company, historical expenses at other properties in the developer’s portfolio, actual bids from providers and other properties in the region. We anticipate a staff of 2 persons, one full-time manager and a part-time maintenance person. The developer has another development nearby and can share maintenance staff pro rata if necessary. The management company charges 6% of EGI. MRE Capital can verify this fee with an MOU if needed. Finally, we have worked with our insurance provider to define the unique requirements in Brownsville due to wind and the estimate included came from our provider.

By signing below I acknowledge that the amounts and terms of all anticipated sources of funds as stated above are consistent with the assumptions of my institution as one of the providers of funds.

---

**Signature, Authorized Representative, Construction or Permanent Lender**  
**Printed Name**  
**Date**

**Telephone:**  
**Email address:**

If a revised form is submitted, date of submission:  

---

**2/22/20**
Financial Capacity (MFDL Only)

NOT APPLICABLE
33 Match Funds (MFDL Only)

NOT APPLICABLE
Finance Scoring
## Finance Scoring (for Competitive HTC Applications ONLY)

### 1. Commitment of Development Funding by Local Political Subdivision (§11.9(d)(2))

<table>
<thead>
<tr>
<th>Name of the Local Political Subdivision providing the funding:</th>
<th>City of Brownsville</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>x</strong> A letter from an official of the political subdivision stating that the political subdivision will provide a loan, grant, reduced fees or contribution of other value type, and the terms under which it will be provided is in the application.</td>
<td></td>
</tr>
<tr>
<td><strong>x</strong> The dollar value of the contribution must be in the letter and must equal $500 or more if Urban and $250 or more if Rural or USDA.</td>
<td></td>
</tr>
<tr>
<td><strong>x</strong> The commitment of development funding is reflected in the Application as a financial benefit to the Development, i.e. reported as a source of funds on the Sources and Uses Form and/or reflected in a lower cost in the Development Cost Schedule, such as notation of a reduction in building permits and related costs.</td>
<td></td>
</tr>
<tr>
<td><strong>Total Points Claimed:</strong></td>
<td>1</td>
</tr>
</tbody>
</table>

### 2. Financial Feasibility (§11.9(e)(1))

| Eligible Pro-Forma and letter stating the Development is financially feasible. | 0 |
| Eligible Pro-Forma and letter stating Development and Principals are acceptable. | 26 |
| **Total Points Claimed:** | 26 |

### 3. Leveraging of Private, State, and Federal Resources (§2306.6725(a)(3); §11.9(e)(4))

| Percent of Units restricted to serve households at or below 30% of AMGI | 10.00% |
| HTC funding request as a percent of Total Housing Development Cost | 8.9464% |

#### Eligibility for points:

| Development Leverages CDBG Disaster Recovery, HOPE VI, RAD or Choice Neighborhood Funding | 0 |
| Housing Tax Credit Request | 3 |
| Housing Tax Credit Request | 2 |
| Housing Tax Credit Request | 1 |

* Be sure no more than 50% of Developer fees are deferred.

| **Total Points Claimed:** | 3 |
35 Supporting Documents
ALL SUPPORTING DOCUMENTS MUST BE CONSISTENT WITH THE SOURCES AND USES

- Executed Pro Forma from Permanent or Construction Lender
- Letter from lender regarding approval of Principals (consistent with Template)
- Evidence of all Permanent and Construction Financing (term sheets, loan agreements)

**NOTE:** Term sheets and/or loan documents from debt and equity providers must include a statement confirming they are aware the Applicant intends to elect income averaging. If the term sheet speaks to unit designations, ensure those unit designations are consistent with the rent schedule and site plan.

- Evidence of any Gap Financing, terms included
- Evidence of any Owner Contributions, with financial support if required
- Evidence of Equity Financing (HTC applications only)
- Letter from Texas Historical Commission (THC) indicating preliminary eligibility for historic (rehabilitation) tax credits and documentation of Certified Historic Structure status as detailed in QAP §11.9(e)(6) was submitted behind TAB 19.
- Letter from Local Political Subdivision evidencing a loan, grant, reduced fees or contribution of other value to benefit the Development. [QAP§11.9(d)(2)]
- Evidence of Rental Assistance/Subsidy
February 26, 2020

Mr. Jacob Mooney  
Maple Street Housing Partners, LP  
10777 Barkley Street, Suite 140  
Overland Park, KS 66211

Mr. Mooney,

I have received and reviewed the 15 year pro forma for Brownsville Lofts located in Brownsville, Texas. The attached pro forma, which has been reviewed and executed by an authorized representative of BOK Financial is consistent with the unit rental rate assumptions, total operating expenses, net operating income, and debt service coverage based on BOK Financial’s current underwriting parameters and consistent with the loan terms indicated in the term sheet.

The attached pro forma indicates that the development would maintain no less than a 1.15 debt coverage ratio throughout the initial fifteen years. These projections, which indicate that the Development is expected to be feasible for fifteen years, are made based upon the preliminary information provided by the borrower to this point, and are subject to BOK Financial’s due diligence review.

Additionally, BOK Financial has performed a preliminary review of the credit worthiness of MRE Capital, Brownsville Housing Partners, LP, and Jacob Mooney. At this time, BOK Financial has no reservation with any of the Principals of the borrower. We anticipate no additional guarantors or financial strength will be needed to facilitate a loan to this Borrower, other than those requirements disclosed herein.

Best Regards,

Lisa E. Albers

Attachment: 15-year Proforma
# 15 Year Rental Housing Operating Pro Forma (All Programs)

The pro forma should be based on the operating income and expense information for the base year (first year of stabilized occupancy using today’s best estimates of market rents, restricted rents, rental income and expenses), and principal and interest debt service. The Department uses an annual growth rate of 2% for income and 3% for expenses. Written explanation for any deviations from these growth rates or for assumptions other than straight-line growth made during the pro forma period should be attached to this exhibit.

## INCOME

<table>
<thead>
<tr>
<th></th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>POTENTIAL GROSS ANNUAL RENTAL INCOME</td>
<td>$527,395</td>
<td>$537,952</td>
<td>$548,435</td>
<td>$559,838</td>
<td>$570,261</td>
<td>$579,458</td>
<td>$602,681</td>
</tr>
<tr>
<td>Secondary Income</td>
<td>$12,600</td>
<td>$12,852</td>
<td>$13,109</td>
<td>$13,371</td>
<td>$13,639</td>
<td>$15,058</td>
<td>$16,625</td>
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<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$539,652</td>
<td>$550,404</td>
<td>$561,645</td>
<td>$572,209</td>
<td>$584,197</td>
<td>$604,516</td>
<td>$619,309</td>
</tr>
<tr>
<td>Rental Concessions</td>
<td>$0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>EFFECTIVE GROSS ANNUAL INCOME</td>
<td>$499,178</td>
<td>$509,162</td>
<td>$519,535</td>
<td>$529,258</td>
<td>$540,326</td>
<td>$559,564</td>
<td>$658,655</td>
</tr>
</tbody>
</table>

## EXPENSES

<p>| | | | | | | | |</p>
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<th></th>
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<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>General &amp; Administrative Expenses</td>
<td>$25,000</td>
<td>$25,750</td>
<td>$26,523</td>
<td>$27,318</td>
<td>$28,138</td>
<td>$32,619</td>
<td>$37,815</td>
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<tr>
<td>Management Fee</td>
<td>$29,951</td>
<td>$30,550</td>
<td>$31,161</td>
<td>$31,784</td>
<td>$32,420</td>
<td>$35,794</td>
<td>$39,519</td>
</tr>
<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$66,394</td>
<td>$68,385</td>
<td>$70,437</td>
<td>$72,550</td>
<td>$74,727</td>
<td>$86,629</td>
<td>$100,426</td>
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<tr>
<td>Repairs &amp; Maintenance</td>
<td>$41,500</td>
<td>$42,745</td>
<td>$44,027</td>
<td>$45,348</td>
<td>$46,709</td>
<td>$54,148</td>
<td>$62,772</td>
</tr>
<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$13,500</td>
<td>$13,905</td>
<td>$14,322</td>
<td>$14,752</td>
<td>$15,194</td>
<td>$17,614</td>
<td>$20,420</td>
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<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$10,000</td>
<td>$10,300</td>
<td>$10,609</td>
<td>$10,927</td>
<td>$11,255</td>
<td>$13,048</td>
<td>$15,126</td>
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<tr>
<td>Annual Property Insurance Premiums</td>
<td>$60,000</td>
<td>$61,800</td>
<td>$63,654</td>
<td>$65,564</td>
<td>$67,531</td>
<td>$78,286</td>
<td>$90,755</td>
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<tr>
<td>Property Tax</td>
<td>$50,025</td>
<td>$51,526</td>
<td>$53,072</td>
<td>$54,664</td>
<td>$56,304</td>
<td>$65,271</td>
<td>$75,667</td>
</tr>
<tr>
<td>Reserve for Replacements</td>
<td>$17,500</td>
<td>$18,025</td>
<td>$18,566</td>
<td>$19,123</td>
<td>$19,696</td>
<td>$22,834</td>
<td>$26,470</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>$2,560</td>
<td>$2,637</td>
<td>$2,716</td>
<td>$2,797</td>
<td>$2,881</td>
<td>$3,340</td>
<td>$3,872</td>
</tr>
<tr>
<td>TOTAL ANNUAL EXPENSES</td>
<td>$316,429</td>
<td>$325,623</td>
<td>$335,086</td>
<td>$344,827</td>
<td>$354,854</td>
<td>$364,583</td>
<td>$472,844</td>
</tr>
<tr>
<td>NET OPERATING INCOME</td>
<td>$182,749</td>
<td>$183,539</td>
<td>$184,259</td>
<td>$184,905</td>
<td>$185,473</td>
<td>$186,981</td>
<td>$185,811</td>
</tr>
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</table>

## DEBT SERVICE

<p>| | | | | | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>First Deed of Trust Annual Loan Payment</td>
<td>$155,942</td>
<td>$155,942</td>
<td>$155,942</td>
<td>$155,942</td>
<td>$155,942</td>
<td>$155,942</td>
<td>$155,942</td>
</tr>
<tr>
<td>Second Deed of Trust Annual Loan Payment</td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Third Deed of Trust Annual Loan Payment</td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Annual Required Payment</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Annual Required Payment</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ANNUAL NET CASH FLOW</td>
<td>$26,807</td>
<td>$27,597</td>
<td>$28,317</td>
<td>$28,963</td>
<td>$29,531</td>
<td>$31,039</td>
<td>$29,869</td>
</tr>
<tr>
<td>CUMULATIVE NET CASH FLOW</td>
<td>$26,807</td>
<td>$54,404</td>
<td>$82,721</td>
<td>$111,684</td>
<td>$141,215</td>
<td>$292,638</td>
<td>$444,907</td>
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<tr>
<td>Debt Coverage Ratio</td>
<td>1.17</td>
<td>1.18</td>
<td>1.18</td>
<td>1.19</td>
<td>1.19</td>
<td>1.20</td>
<td>1.19</td>
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<td>Other (Describe)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (Describe)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

By signing below I (we) are certifying that the above 15 Year pro forma, is consistent with the unit rental rate assumptions, total operating expenses, net operating income, and debt service coverage based on the bank’s current underwriting parameters and consistent with the loan terms indicated in the term sheet and preliminarily considered feasible pending further diligence review. The debt service for each year maintains no less than a 1.15 debt coverage ratio. (Signature only required if using this pro forma for points under §11.9(e)(1) relating to Financial Feasibility)

[Signature, Authorized Representative, Construction or Permanent Lender]

[Printed Name]

[Date]

[Phone: 918-588-4428]

[Email: taterspecker@com]

[Signature, Authorized Representative, Syndicator]

[Printed Name]

[Date]

If a revised form is submitted, date of submission: 2/20/20
## Schedule of Sources of Funds and Financing Narrative

Describe all sources of funds. Information must be consistent with the information provided throughout the Application (i.e., Financing Narrative, Term Sheets and Development Cost Schedule).

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Construction Period</th>
<th>Len Position</th>
<th>Permanent Period</th>
<th>Len Position</th>
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</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
</tr>
<tr>
<td>Debt</td>
<td>TDHCA Direct Loan Const.</td>
<td>$0</td>
<td>-</td>
<td>0.00%</td>
<td>30</td>
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<tr>
<td></td>
<td>TDHCA Direct Loan Const. Only</td>
<td>$0</td>
<td>0.00%</td>
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<tr>
<td></td>
<td>TDHCA Multifamily Direct Loan (EGF)</td>
<td>$0</td>
<td>0.00%</td>
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<tr>
<td></td>
<td>TDHCA Mortgage Revenue Bond</td>
<td>$0</td>
<td>0.00%</td>
<td>-</td>
<td>0</td>
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<tr>
<td></td>
<td>Bank of Oklahoma Conventional Loan $8,600,000</td>
<td>5.00%</td>
<td>1</td>
<td>$2,695,000</td>
<td>5.00%</td>
</tr>
<tr>
<td></td>
<td>Cedar Rapids Bank and Trust</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Third Party Equity**

- **Raymond James** HTC $1,283,000 $1,128,927 $11,289,271 0.88

**Grant**

- $11,9649275 Contribution

**Deferred Developer Fee**

- Deferred Developer Fee $273,309 2

**Other**

- **City of Brownsville Contribution** $500 $500

**Total Sources of Funds** $9,729,427 $14,258,080

**Total Uses of Funds** $14,258,080

### INSTRUCTIONS

Describe the sources of funds that will finance Development. The description must include construction, permanent, and bridge loans, and all other types of funds to be used for development. The information must be consistent with all other documentation in this section. Provide sufficient detail to identify the source and explain the use (in terms of the timing and any specific uses) of each type of funds to be contributed. In addition, describe/explain replacement reserves. Finally, describe/explain operating items. The narrative must include rents, operating subsidies, project based assistance, and all other sources of funds for operations. In the following discussion of both development and operating funds, specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments.

Describe the sources and uses of funds (specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments). For Direct Loan or Tax-Exempt Bond Applications that contemplate an FHA-insured loan, this includes the anticipated date that FHA application will be submitted to HUD (if not already submitted).

Bank of Oklahoma will provide construction financing for the development in the amount and at the terms shown above in the worksheet. Cedar Rapids Bank and Trust will provide permanent financing in the amount and at the terms shown above. Raymond James will provide equity to the development in the amount shown above, they will be using a rate of .88 per $1 of tax credits. The City of Brownsville has committed to providing a fee waiver construction of $500. Finally, if sources are less than uses, the developer has committed to defer fee in the amount shown above. This amount can be paid from cash flow in less than 15 years.

Describe the replacement reserves. Are there any existing reserve accounts that will transfer with the property? If so, describe what will be done with these funds.

Replacement reserves are scheduled at $250 per unit per year as shown in the Operating Expense worksheet. There are no existing accounts that will be transferred - the development is new construction.

Describe the operating items (rents, operating subsidies, project based assistance, etc., and specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments.

Operating costs were estimated with input from our management company, historical expenses at other properties in the developer's portfolio, actual bids from providers and other properties in the region. We anticipate a staff of 2 persons, one full-time manager and a part-time maintenance person. The developer has another development nearby and can share maintenance staff pro-rata if necessary. The management company charges 6% of GNI. MRE Capital can verify this fee with an MOU if needed. Finally, we have worked with our insurance provider to define the unique requirements in Brownsville due to wind and the estimate included came from our provider.

By signing below I acknowledge that the amounts and terms of all anticipated sources of funds as stated above are consistent with the assumptions of my institution as one of the providers of funds.

**Signature, Authorized Representative, Construction or Permanent Lender**

**LISA AUBERT**

**Date**

2/25/2020

Telephone: 919-588-6420

Email address: main@aubert.com

If a revised form is submitted, date of submission: 2/22/20
February 24, 2020

Mr. Jacob Mooney
Maple Street Housing Partners, LP
10777 Barkley Street, Suite 140
Overland Park, KS 66211

Jacob,

On behalf of BOKF, N.A. dba Bank of Texas (the Bank) it is our pleasure to offer the following financing terms for the new construction of the 70-unit development in Brownsville, Texas named Brownsville Lofts. The terms presented below are indicative of a loan structure we would like to pursue and are based on the information provided by you and our underwriting assumptions.

**Borrower:** Brownsville Lofts

**Loan Amount:**
- **Construction Loan:** $8,600,000 non-revolving advancing line of credit. This is based on the following factors occurring prior to funding: a project budget of $14,258,080 and receipt of an allocation of 9% Low Income Housing Tax Credits from the Texas Department of Housing and Community Development (TDHCA).

**Maturity:**
- **Construction Loan:** Twenty-four (24) months from closing. Monthly interest payments will be due during construction.

**Collateral:** First mortgage on the project which consists of 70-units; the assignment of all leases and rents, contracts, plans and specifications of the project.

**Interest Rate:** $8,600,000 will float at LIBOR plus 300bps, for underwriting purposes 5.00% is being utilized. This tranche will be interest only and will be completely paid off when the loan converts to the permanent loan.

**Origination Fee:**
- **Construction Loan:** A non-refundable fee of 1% of the construction loan will be payable at closing.

**Payment Terms:**
- **Construction Loan:** Monthly interest payments will be due during construction.

Services provided Bank of Albuquerque, Bank of Arizona, Bank of Arkansas, Bank of Kansas City, Bank of Oklahoma, Bank of Texas, Colorado State Bank and Trust, doing business as BOKF, NA.
Prepayment Penalty:

Tranche 1: The greater of yield maintenance or one percent (1%) of the prepaid amount

Tranche 2: None

Guaranty:

Construction Loan: The General Partners, MRE Capital, Brownsville Housing Partners LP, and Jacob Mooney will provide an unlimited guaranty of payment, completion, environmental and other indemnities.

Permanent Loan: None, except for standard fraud carve outs.

Sources of Funds: Proceeds from the sale of an allocation of 9% LIHTC funds from the Syndicator, of which a minimum of fifteen percent (15%) must be payable at closing. The identity of the equity investor and pay-in schedule must be disclosed and acceptable to the Bank.

The Bank acknowledges the amounts and terms of the other anticipated sources of funds.

Use of Loan Proceeds: The Loan proceeds will be used exclusively to construct the 70 units at the project located in Brownsville, Texas.

Disbursement Of Loan Funds: Disbursement of Loan proceeds will occur no more than monthly, following the Bank’s receipt and acceptance of written advance requests. Requests should be based on the final approved project budget and the progress of the construction of the Project, and subject to a third party inspecting review. Advance requests shall be accompanied by support documentation, lien waivers, and date down endorsements.

Appraisal: Funding is contingent on the Bank’s receipt of an acceptable self-contained appraisal report stating the Market Value of the Project, prepared by a Bank-approved MAI. The loan amount is subject to a maximum 75% loan-to-value.

Environmental Report(s): Prior to closing, Borrower will provide the Bank with a Phase I environmental audit, prepared by a licensed environmental engineer, approved by the Bank, reflecting the Project’s real property to be free and clear of any environmental hazard on, under, or around the subject.

Mortgage Title Insurance: Prior to closing, the Bank requires receipt of a commitment for mortgage title insurance in an amount equal to the maximum loan amount, issued by a Bank-approved title insurance company, listing no liens other than those which are to be paid off prior to or at closing. There are to be no exceptions other than routine
utility easements and restrictions, and the current year’s taxes not yet due. The Bank shall be named as the insured mortgagee.

Survey:
Prior to closing, the Bank requires receipt of a minimum ALTA survey of the Project, in form and content acceptable to the Bank, showing all easements, encroachments or any other item which may affect the Bank’s lien position. The survey must be satisfactory to delete the survey exception in the mortgage title insurance commitment.

A foundation survey must be received prior to the commencement of any vertical improvements.

All surveys are to be performed by a Texas registered land surveyor acceptable to the Bank. All surveys must be certified as true and correct to the Bank, title insurance company and the Borrower.

Flood Insurance:
If any improvements (existing and/or proposed) on the Project are or will be located in an area identified by the U. S. Department of Housing and Urban Development (H.U.D.) as an area having "special flood hazards", flood insurance must be purchased and maintained in the amount of the Loan.

Insurance:
At or before closing, all Real Estate Secured Properties must be covered by Property, Casualty and General Liability insurance coverage and in some cases may require other property specific coverage. Construction loans must, also, be covered by Builder’s Risk coverage including Worker’s Compensation. Insurance policies must be provided by companies meeting a criterion of being, at minimum, A.M. Best rated A, size category VII or being Lloyd's of London or be covered under a FAIR plan, if it is the only coverage available at a reasonable cost. The named insured is to be the Borrower and in all cases the Bank (Mortgagee) shall be named as an additional insured and Loss Payee.

Governmental Approvals:
Borrower shall provide the Bank with evidence of all necessary governmental approvals for the Project, including but not limited to, zoning and building permits.

Utilities:
Borrower shall provide evidence to Bank of the availability, at the Project, of all utilities service necessary for the construction and operation of the Project including, but not limited to water, electric, natural gas, telephone and sanitary sewer.

Plans & Specifications:
Prior to Closing, Bank requires copies of all Borrower’s final building plans and specifications with architect’s certification. The Borrower agrees that no changes will be made in the plans and specifications without the prior written consent of the Bank.
General Contractor: The general contractor to be used to construct the Project shall be subject to the approval of the Bank, prior to Loan closing.

Construction Contract: A certified copy of the final fixed price construction contract will be provided to the Bank prior to closing.

Property Notices: In the state of Texas, a Notice of Commencement is required to be recorded by the General Contractor prior to the funding of the first draw for Hard Costs. A Notice of Completion must also be recorded before retainage will be released.

Assignment of Project Documents: As additional collateral the Borrower will assign to the Project Funding Sources, which will include the Bank, the Borrower’s interest in the architect’s drawings, other plans and specifications and the construction contract.

Inspecting Architect: The Bank will engage an independent project architect approved by the Bank, to perform a pre-construction review and cost analysis in addition to monthly construction progress and draw request reviews during the construction of the Project. All costs for services rendered by the inspecting architect are to be paid for by the Borrower.

Other Encumbrances: No other encumbrances will be placed on the collateral without the prior written approval of the Bank.

Assignment: This commitment can not be assigned without the prior written consent of the Bank.

Guarantor Financial Statements: Guarantors will provide Bank with annual financial statements, including balance sheet including contingent liabilities, income and expense statement, tax returns and any additional supporting information reasonably requested by the Bank.

Pending Litigation: Borrower shall certify to Bank that no litigation or proceedings are pending or threatened which might adversely affect the Borrower’s or the Guarantor’s ability to perform under the terms of this agreement or the loan documents.

Ownership Change: Ownership of the Borrower shall not change during the term of the Loan without the prior written consent of the bank, which shall not be unreasonably withheld.
Representation of Fact: This commitment is subject to the accuracy of all information and representations submitted with or in support of the application for the Loan.

Opinion of Counsel: Prior to or at closing, the Bank requires a legal opinion of Borrower’s counsel which will provide a legal opinion confirming that all matters pertaining to the Project and Loan are valid, enforceable and in accordance with the intended terms and do not violate any laws.

Preparation of Loan Documents: The Bank’s legal counsel will prepare the loan documents at the expense of the Borrower.

Take-Out Assurances: Prior to closing of the Construction Loan, written assurances, which obligate a funding source to pay-down the Construction Loan, must be in place. The assurances will obligate the funding source to restrict proceeds in the amount of the required pay-down and set forth a date no later than the maturity date of the Construction Loan in which the proceeds will be funded to the Bank.

Developer Fee: A portion of the Developer Fee may be paid at closing. The remaining will be funded once the equity installment is paid.

Related Deposit Accounts: The related deposit accounts for this project will be maintained at the Bank, this will include:

- Construction Account
- Operating Account
- Lease Up Reserve
- Replacement Reserve
- Operating Reserve

Expenses: Borrower will pay all expenses associated with the Loan. The expenses shall include but not be limited to; attorney’s fees, lender’s title insurance policy, appraisal, environmental report, survey and mortgage tax (where allowed by law), and engineer or inspector fees. Any costs incurred for this financing will be the responsibility of the Borrower to pay. Please be advised that it is the Borrower’s sole responsibility to pay these costs irrespective of whether the loan closes or not.

Readiness to Proceed: Based on the Application Log published by TDHCA around the first of June 2020, the Developer will decide whether to proceed with engaging third party vendors based on the competitiveness of the referenced application. If it is determined
there will be ample tax credits to fund this development the Lender will engage the Appraisal and the Architectural Plan and Cost review.

At the July Board meeting when the reservation of tax credits is received, the Lender's Legal Counsel will be engaged to prepare loan documents.

This time line shall be ample to close the Partnership and Construction Loan by November 30, 2020 in accordance with the 2020 Qualified Allocation Plan.

Other Requirements:

The subject requirements are intended to set out the primary terms and conditions of the Loan, but are not all-inclusive. This commitment is subject to review by the Bank's legal counsel, and the Bank reserves the right to reasonable require other mutually agreeable conditions and documents necessary to establish, perfect, and maintain the contemplated Loan, including but not limited to loan agreement, note, mortgage, assignment of leases and security agreement.

According to the Bank Secrecy Act, the Bank is required to obtain, verify and record certain identifying information as part of our due diligence process. To comply with this we must ask for specific identifying information including Name, Address and other information that will allow us to verify your identity. Additionally, we may request other identifying documents in order to meet the verification requirements.

The terms and conditions of this letter will expire December 31, 2020. Thank you for the opportunity to consider financing this project. Please let me know if I can answer any additional questions.

Best Regards,

Lisa E. Albers
RESOLUTION NUMBER 2020-011

RESOLUTION OF THE CITY OF BROWNSVILLE, TEXAS SUPPORTING THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS APPLICATION FOR A PROPOSED AFFORDABLE HOUSING COMMUNITY KNOWN AS BROWNSVILLE LOFTS TO BE LOCATED AT 1860 CENTRAL BOULEVARD, BROWNSVILLE, CAMERON COUNTY, TEXAS; PROVIDING FOR CITY OF BROWNSVILLE FINANCIAL SUPPORT, AND AUTHORIZING SUCH OTHER ACTIONS NECESSARY OR CONVENIENT TO CARRY OUT THIS RESOLUTION.

WHEREAS, Brownsville Housing Partners, LP has proposed a development for affordable rental housing at 1860 Central Boulevard named Brownsville Lofts in the City of Brownsville; and,

WHEREAS, Brownsville Housing Partners, LP has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs (TDHCA) for 2020 Competitive 9% Housing Tax Credits for Brownsville Lofts; and,

WHEREAS, the City of Brownsville confirms it will provide reduced permit fees in the amount of $500 for the benefit of the Project.

NOW THEREFORE, BE IT RESOLVED, that the City of Brownsville, acting through its governing body, hereby confirms that it supports the TDHCA application for the proposed Brownsville Lofts development located at 1860 Central Boulevard, and that this formal action has been taken to put on record the opinion expressed by the City Commission of the City of Brownsville on February 18, 2020; and,

BE IT FURTHER RESOLVED that the City of Brownsville, acting through its governing body, hereby authorizes the City Manager of the City of Brownsville, Texas to grant a five hundred dollars ($500) permit fee reduction for Brownsville Lofts to meet program criteria; and,

BE IT FURTHER RESOLVED that the City of Brownsville, acting through its governing body, hereby authorizes, empowers, and directs the City Manager of the City of Brownsville, Texas to certify this resolution to the Texas Department of Housing and Community Affairs.

DULY PASSED, ADOPTED AND APPROVED by the City Commission of the City of Brownsville, Texas on the 18th day of February 2020.

Juan "Trey" Mendez III, Mayor
City of Brownsville, Texas

ATTEST:

Griselda Rosas, Interim City Secretary
City of Brownsville, Texas
APPROVED AS TO FORM AND LEGALITY:

[Signature]

Approved as to legality and form this 3rd day of January, 2000.

Name: [Signature]

Title: Deputy City Attorney

Office of the City Attorney
1001 E. Elizabeth Street
Brownsville, TX 78520
Phone (956) 546-6011
Fax (956) 546-4291
2/25/2019

Mr. Jacob Mooney  
Brownsville Lofts Housing Partners, LP  
10777 Berksley Street, Suite 140  
Overland Park, KS 66211

Mr. Mooney,

I have received and reviewed the 15 year pro forma for Brownsville Lofts located in Brownsville, Texas. The attached pro forma, which has been reviewed and executed by an authorized representative of Specialty Finance Group is consistent with the unit rental rate assumptions, total operating expenses, net operating income, and debt service coverage based on Specialty Finance Group's current underwriting parameters and consistent with the loan terms indicated in the term sheet.

The attached pro forma indicates that the development would maintain no less than a 1.15 debt coverage ratio throughout the initial fifteen years. These projections, which indicate that the Development is expected to be feasible for fifteen years, are made based upon the preliminary information provided by the borrower to this point and are subject to Specialty Finance Group's due diligence review.

Additionally, Specialty Finance Group has performed a preliminary review of the credit worthiness of MRE Capital, Brownsville Housing Partners, LP, and Jacob Mooney. At this time, Specialty Finance Group has no reservation with any of the Principals of the borrower. We anticipate no additional guarantors or financial strength will be needed to facilitate a loan to this Borrower, other than those requirements disclosed herein.

Finally, it is our understanding that the Brownsville Lofts tax credit application is seeking Readiness to Proceed points. We are ready to begin our review of due diligence immediately and will be able to close on or before the last business day of November, 2020.

If you have any questions or need additional information regarding the contents of this letter, please let me know.

Sincerely,

[Signature]

Adam O'Sullivan  
Senior Vice President  
Specialty Finance Group

Attachment: 15-year Proforma
### 5-Year Rental Housing Operating Pro Forma (All Programs)

The pro forma should be based on the operating income and expense information for the base year (first year of stabilized occupancy using today's best estimates of market rents, restricted rents, rental income and expenses), and principal and interest debt service. The Department uses an annual growth rate of 2% for income and 3% for expenses. Written explanations for any deviations from these growth rates or for assumptions other than straight-line growth made during the pro forma period should be attached to this exhibit.

#### Income

<table>
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<tr>
<th></th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
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<tbody>
<tr>
<td><strong>POTENTIAL GROSS ANNUAL RENTAL INCOME</strong></td>
<td>$527,052</td>
<td>$537,593</td>
<td>$548,345</td>
<td>$559,312</td>
<td>$570,498</td>
<td>$629,876</td>
<td>$695,434</td>
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<tr>
<td>Secondary Income</td>
<td>$12,600</td>
<td>$12,852</td>
<td>$13,109</td>
<td>$13,371</td>
<td>$13,639</td>
<td>$15,058</td>
<td>$16,625</td>
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<tr>
<td><strong>POTENTIAL GROSS ANNUAL INCOME</strong></td>
<td>$539,652</td>
<td>$550,445</td>
<td>$561,454</td>
<td>$572,683</td>
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<tr>
<td>Rental Concessions</td>
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<td>0</td>
<td>0</td>
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<tr>
<td><strong>EFFECTIVE GROSS ANNUAL INCOME</strong></td>
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#### Expenses

<p>| | | | | | | | |</p>
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<tr>
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<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>General &amp; Administrative Expenses</td>
<td>$25,000</td>
<td>$25,750</td>
<td>$26,523</td>
<td>$27,318</td>
<td>$28,138</td>
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<td>Management Fee</td>
<td>$29,951</td>
<td>$30,550</td>
<td>$31,161</td>
<td>$31,784</td>
<td>$32,420</td>
<td>$35,794</td>
<td>$39,519</td>
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<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$66,394</td>
<td>$68,385</td>
<td>$70,437</td>
<td>$72,550</td>
<td>$74,727</td>
<td>$86,029</td>
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<tr>
<td>Repairs &amp; Maintenance</td>
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<td>$42,745</td>
<td>$44,027</td>
<td>$45,348</td>
<td>$46,709</td>
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<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$13,500</td>
<td>$13,905</td>
<td>$14,322</td>
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<td>$15,194</td>
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<td>Water, Sewer &amp; Trash Utilities</td>
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<td>$10,300</td>
<td>$10,609</td>
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<td>Annual Property Insurance Premiums</td>
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<td>$61,800</td>
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<td>Property Tax</td>
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<td>Reserve for Replacements</td>
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<td>$18,025</td>
<td>$18,566</td>
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<td>Other Expenses</td>
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<td>$2,716</td>
<td>$2,797</td>
<td>$2,881</td>
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<td><strong>TOTAL ANNUAL EXPENSES</strong></td>
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<td>$357,623</td>
<td>$373,196</td>
<td>$389,827</td>
<td>$404,854</td>
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<td><strong>NET OPERATING INCOME</strong></td>
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<td>$196,149</td>
<td>$199,509</td>
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#### Debt Service

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<tr>
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</thead>
<tbody>
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<td>$155,942</td>
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<td>$155,942</td>
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<tr>
<td>Second Deed of Trust Annual Loan Payment</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Third Deed of Trust Annual Loan Payment</td>
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<tr>
<td>Other Annual Required Payment</td>
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<td>Other Annual Required Payment</td>
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<tr>
<td><strong>ANNUAL NET CASH FLOW</strong></td>
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<td>$27,597</td>
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<td>$28,963</td>
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<td>$31,039</td>
<td>$29,869</td>
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<tr>
<td><strong>CUMULATIVE NET CASH FLOW</strong></td>
<td>$26,807</td>
<td>$54,404</td>
<td>$82,721</td>
<td>$111,684</td>
<td>$141,215</td>
<td>$292,688</td>
<td>$444,507</td>
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<tr>
<td>Debt Coverage Ratio</td>
<td>0.24</td>
<td>0.26</td>
<td>0.29</td>
<td>0.32</td>
<td>0.34</td>
<td>0.37</td>
<td>0.39</td>
</tr>
</tbody>
</table>

**Other (Describe):**

By signing below, each party certifying that the above 5-Year projections are consistent with the underwriting assumptions, total operating expenses, net operating income, debt service coverage based on the bank's guidelines, and underwriting assumptions and are consistent with the loan terms indicated in this pro forma and preliminarily considered feasible pending further due diligence review. The debt service for each year maintains no less than a 1.25 debt coverage ratio.

*Signature, Authorized Representative, Construction or Permanent Lender*

**Printed Name**: Adam O'Sullivan  
**Phone**: 417-793-3557  
**Email**: aosullivan@crf67.com

**Date**: 2/25/20

By signing below, each party certifying that the above 5-Year projections are consistent with the underwriting assumptions, total operating expenses, net operating income, debt service coverage based on the bank's guidelines, and underwriting assumptions and are consistent with the loan terms indicated in this pro forma and preliminarily considered feasible pending further due diligence review. The debt service for each year maintains no less than a 1.25 debt coverage ratio.

*Signature, Authorized Representative, Syndicator*

**Printed Name**:  
**Date**: 2/20/20

If a revised form is submitted, date of submission:  
**Date**:  

---

*Note: The form is intended for use in feasibility studies and financial planning for rental housing projects.*
**Sources of Funds Sheet and Permanent Narrative**

Describe all sources of funds. Information must be consistent with the information provided throughout the Application (i.e., Financing Narrative, Term Sheets and Development Cost Schedule).

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Construction Period</th>
<th>Permanent Period</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Lien Position</td>
</tr>
<tr>
<td><strong>DEVELOPER</strong></td>
<td><strong>MF Direct Loan</strong></td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Fatig. (Repayable)</strong></td>
<td>0.00%</td>
<td></td>
</tr>
<tr>
<td><strong>TDHCA</strong></td>
<td><strong>Multi-family Loan (Soft)</strong></td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Bank of Oklahoma</td>
<td>Conventional Loan</td>
<td>$8,600,000</td>
<td>5.00%</td>
</tr>
<tr>
<td>Cedar Rapids Bank and</td>
<td>Conventional/FHA</td>
<td>$2,695,000</td>
<td></td>
</tr>
<tr>
<td>Trust</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**INSTRUCTIONS:**

Describe the sources of funds that will finance Development. The description must include construction, permanent, and bridge loans, and all other types of funds to be used for development. The information must be consistent with all other documentation in this section. Provide sufficient detail to identify the source and explain the use (in terms of the timing and any specific uses) of each type of funds to be contributed. In addition, describe/explain replacement reserves. Finally, describe/explain operating items. The narrative must include rents, operating subsidies, project based assistance, and all other sources of funds for operations. In the foregoing discussion of both development and operating funds, specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments.

Describe the sources and uses of funds (specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments). For Direct Loan and Tax-Exempt Bond Applications that contemplate an FHA-insured loan, this includes the anticipated date that FHA application will be submitted to HUD (if not already submitted).

Bank of Oklahoma will provide construction financing for the development in the amount and at the terms shown above in the worksheet. Cedar Rapids Bank and Trust will provide permanent financing in the amount and at the terms shown above. Raymond James will provide equity to the development in the amount shown above, they will be using a rate of 8.8 per $1 of tax credits. The City of Brownsville has committed to providing a fee waiver construction of $500. Finally, if sources are less than uses, the developer has committed to defer fee in the amount shown above. This amount can be paid from cash flow in less than 15 years.

Describe the replacement reserves. Are there any existing reserve accounts that will transfer with the property? If so, describe what will be done with these funds.

Replacement reserves are scheduled at $250 per unit per year as shown in the Operating Expense worksheet. There are no existing accounts that will be transferred - the development is new construction.

Describe the operating items (rents, operating subsidies, project based assistance, etc., and specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments.

Operating costs were estimated with input from our management company, historical expenses at other properties in the developer's portfolio, actual bids from providers and other properties in the region. We anticipate a staff of 2 persons, one full-time manager and a part-time maintenance person. The developer has another development nearby and can share maintenance staff pro rata if necessary. The management company charges 6% of GCI. MRC Capital can verify this fee with an MOU if needed. Finally, we have worked with our insurance provider to define the unique requirements in Brownsville due to wind and the estimate included came from our provider.

The information provided indicates that the amounts and terms of all anticipated sources of funds stated above are consistent with the assumptions of my institution as one of the providers.

Signed, Authorized Representative, Construction or Permanent Lender

**Printed Name:** Adam O'Sullivan

**Date:** 2/25/20

**Telephone:** 417-738-3559

**Email address:** aosullivan@crbt.com

If a revised form is submitted, date of submission: 2/22/20

SFG - CRB&T
**Schedule of Sources of Funds and Financing Narrative**

Describe all sources of funds. Information must be consistent with the information provided throughout the Application (i.e., Financing Narrative, Term Sheets and Development Cost Schedule).

<table>
<thead>
<tr>
<th>Financing Participants</th>
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<th>Permanent Period</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
</tr>
<tr>
<td>Debt</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. to Perm. (Repayable)</td>
<td>$0</td>
<td>-</td>
<td>0.00%</td>
<td>$0</td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. Only (Repayable)</td>
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<td>0.00%</td>
<td>-</td>
<td>$0</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Multifamily Direct Loan (EGI) (Repayable)</td>
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<td>0.00%</td>
<td>-</td>
<td>$0</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Mortgage Revenue Bond</td>
<td>$0</td>
<td>0.00%</td>
<td>-</td>
<td>$0</td>
</tr>
<tr>
<td>Bank of Oklahoma</td>
<td>Conventional Loan</td>
<td>$8,600,000</td>
<td>5.00%</td>
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<td>5.00%</td>
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<td>5.00%</td>
</tr>
<tr>
<td>Third Party Equity</td>
<td>Raymond James</td>
<td>HTC</td>
<td>$1,283,000</td>
<td>$1,128,927</td>
<td>$11,289,271</td>
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<tr>
<td>Grant</td>
<td></td>
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<tr>
<td></td>
<td>$11,960(2)LP5 Contribution</td>
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<tr>
<td>Deferred Developer Fee</td>
<td>Deferred Developer Fee</td>
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<td></td>
<td>$273,309</td>
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<tr>
<td>Other</td>
<td>Direct Loan Match</td>
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<td></td>
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</tr>
<tr>
<td>City of Brownsville Contribution</td>
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<td>$500</td>
<td>$500</td>
<td></td>
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<tr>
<td>Total Sources of Funds</td>
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<td>$14,258,080</td>
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<tr>
<td>Total Uses of Funds</td>
<td></td>
<td>$14,258,080</td>
<td></td>
<td></td>
<td></td>
</tr>
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By signing below I acknowledge that the amounts and terms of all anticipated sources of funds as stated above are consistent with the assumptions of my institution as one of the providers of funds.

**Signature, Authorized Representative, Construction or Permanent Lender:**

**Printed Name:**

**Date:**

**Telephone:**

**Email address:**

If a revised form is submitted, date of submission:

2/22/20
2/20/2019

Mr. Jacob Mooney  
Brownsville Lofts Housing Partners, LP  
10777 Berkley Street, Suite 140  
Overland Park, KS 66211

Dear Jake:

Thank you for giving us this opportunity to provide you with this 9% LIHTC term bond/loan term sheet for Brownsville Lofts project located in Brownsville, TX. The following outlines the general loan terms and conditions for your review and consideration:

9% LIHTC Taxable Term Loan

Borrower:  Brownsville Lofts Housing Partners, LP

Loan Amount:  Lesser of (a) $2,695,000; or (b) the amount necessary to provide a 1.15 to 1.00 debt service coverage ratio with respect to the Project measured at the funding of the Loan (includes debt from TIF bond below); or (c) the amount such that the loan amount along with the TIF bond amount listed below will not exceed 90% of the As Completed Stabilized Appraised Value.

Purpose:  Provide permanent term loan takeout financing to pay off the construction loan.

Interest Rate:  The interest rate as of 2/19/2020 is 5.00%. The interest rate shall be fixed by a SWAP Agreement that is calculated to include a 24-month forward rate lock, with the underlying Loan accruing interest at LIBOR + 2.50% per annum.

Rate estimates above will continue to fluctuate based on the market until such time that the swap documentation is executed. Upon commencing the swap and locking your fixed interest rate, if the loan is cancelled for any reason, you will be 100% responsible for paying any and all of the make whole fees charged to CRBT resulting from unwinding the SWAP per the terms of the executed SWAP Documents along with all of CRBT’s credit underwriting, legal, or other out of pocket expenses. Lender will require collateral for the forward rate lock in the form of Guarantees and a 2nd mortgage on the property. Collateral must be approved by CRBT prior to locking the rate and executing the SWAP documentation.

Loan Fee:  $25,500

Maturity Date:  15 years
Repayment Terms: Amortize the loan over 40 years, with all unpaid principal and interest due at maturity of the 15-year term.

Collateral: First Real Estate Mortgage on the real property for the project referred to as Brownsville Lofts located in Brownsville, TX, assignment of the development agreement, and an assignment of rents and leases of the real property.

Guarantors: Non-Recourse Carve out Guarantees from the Developer/Owners and the General Partner.

Prepayment: Standard SWAP “Make Whole or In the Money” prepayment provisions will apply as specified in the SWAP Documents.

Loan Agreements: Borrower’s loans shall be governed by loan documents which will contain terms and conditions that will be satisfactory to both the Borrower and Bank. All loan documents will be prepared by CRBT’s legal counsel, Winthrop & Weinstine in Minneapolis, MN.

Due Diligence: The Lender will need as part of necessary due diligence, and as a condition to making the Credit Facility available, the following, but not limited to:

(i) Appraisal including a Market and Feasibility Study
(ii) Borrower, General Partner, Sponsor and Guarantors Financial Statements and Tax Returns;
(iii) Phase I environmental report;
(iv) Reservation and Carryover Agreement issued by the allocating agency with respect to the Project;
(v) Financial statements of Investor, if requested by Lender;
(vi) Organizational documents and operating agreements of Borrower, General Partner, Corporate Guarantor, in form and substance acceptable to Lender;
(vii) Documents evidencing Investor’s obligation to contribute the Tax Credit Equity to Borrower in form and substance acceptable to Lender;
(viii) Lender’s Title Insurance commitment and pro-forma policy in a form and substance acceptable to Lender;
(ix) An ALTA survey of the Project;
(x) The Borrower and all related entities obtaining all necessary approvals and making all necessary filings to obtain the Tax Credits;
(xi) The receipt of insurance coverage for the Project acceptable to Lender;
(xii) Any general information concerning the Borrower, the sponsor, the Project, and financing that has not already been provided to Lender, such as the following:
   1. Developer resume/biography;
   2. Previous Tax Credit Development Experience;
   3. Project Overview;
   4. Discussion and details of ownership structure for Project;
   5. Project timeline;
   6. Overall sources and uses for entire Project;
   7. Detailed breakdown of Tax Credits;
   8. Identification and background/resume of architect;
   9. Any agreements with the city where the Project is located (e.g., development agreements, etc.); and
(xiii) Other items as requested during further review.
GENERAL CONDITIONS PRECEDENT TO CLOSING:

If the Borrower accepts the terms of this proposal letter and CRBT formally credit underwrites and approves this loan, the closing and funding of the loans would be subject to, but not limited to the following conditions and requirements:

1. The execution of all loan and security documents prepared by CRBT in such form and containing such terms, conditions and provisions that CRBT or its legal counsel deems reasonably necessary.
2. Evidence of the Borrower’s organization, good standing, capacity, and authority to borrow and to execute the loan documents, and to operate its business in the jurisdictions where it does so. These documents to include but are not limited to, the Borrower’s articles of organization, operating agreement and borrowing resolution.
3. The Borrower, Bank, and Tax Credit Investor will establish a mutually DSCR covenant which has yet to be determined, but at a minimum will include a 1.15 DSCR used to size the loan, but will not represent an immediate material event of default if the covenant is not met. The Bank reserves the right request monthly financial statements in the event the Borrowers DSCR falls below 1.05.
4. Draw monitoring and inspections will be required with each draw request and this expense will be paid for by the borrower.
5. For the conversion of the project to occur, a minimum occupancy of 90% and a DSCR of 1.00 for 90 consecutive days must be achieved prior to CRBT agreeing to close/fund the term loan and payoff the construction loan/lender. This would also require the approval of the Tax Credit Investor. Notwithstanding the foregoing, obligations under the Swap Agreement will commence 24-months from the date the rate is locked whether or not the Project is in a position to convert to the permanent note.
7. Reserve Accounts required for this project/loan will be required to be opened and maintained at CRBT.
8. The Borrower shall reimburse Lender and its participants for all reasonable out-of-pocket legal and documentation expenses incurred in connection with the transaction.
9. A $10,000 good faith deposit/commitment fee is required with this signed term sheet. In the event the bank does not credit approve the loan, the $10,000 will be fully refunded to the Borrower. In the event the Borrower does not close the loan for any reason after it is formally credit approved, the $10,000 will be fully retained by CRBT to offset our credit underwriting expenses. If the loan is approved and funded, the $10,000 can either be applied to closing costs or returned to the Borrower if requested.

This proposal letter outlines the basic structure and terms of the credit facilities requested by Borrower. It is not a commitment letter and may not reflect the final loan terms and conditions as required in our final loan credit approval. The terms contained herein are subject to formal credit underwriting and approval. If the borrower finds the general terms contained herein acceptable, please return a signed and accepted copy to CRBT. This Term Sheet of Principal Terms will expire if not signed by 3/15/2020 and will also expire if the Loan Facility is not closed by 8/15/2020.

If you have any questions or need additional information regarding the contents of this letter, please let me know.

Sincerely,

Adam O’Sullivan
Senior Vice President
Specialty Finance Group

Accepted by: ___________________________ Date: 8-25-20

Title: ___________________________
February 25, 2020

Jake Mooney
MRE Capital
10777 Barkley Street, Suite 140
Overland Park, KS 66211

Re: Partnership: Brownsville Housing Partners, LP
Property Name: Brownsville Lofts
City/State: Brownsville, TX

Dear Jake:

This letter will confirm our agreement (“Agreement”) whereby Raymond James Tax Credit Funds, Inc. (“RJTCF”) shall attempt to effect a closing (“Closing”) of an investment by a Fund sponsored by RJTCF (the “RJTCF Fund”) in the above named partnership (“Partnership”) on the assumptions, terms, and conditions contained in this letter, or such other assumptions, terms and conditions as are acceptable to you, RJTCF and the RJTCF Fund.

Raymond James Tax Credit Funds, Inc. hereby acknowledges that Brownsville Housing Partners, LP has applied for Readiness to Proceed points under the 2020 QAP and must close on or before the last business day of November in order to retain these points.

CURRENT ASSUMPTIONS:

I. DESCRIPTION OF THE PROJECT AND THE INVESTMENT.

A. Project:

1. New Construction.
2. Units: 70.
4. Estimated Construction Completion Date: January 2022.
5. Estimated 100% Occupancy Date: July 2022.
6. Set-aside Requirements: Seven of the units must be leased at 30% or less than median income, thirteen of the units must be leased at 50% or less than median income, forty-four of the units must be leased at 60% or less than median income and six of the units may be leased as market rate.
7. Rental Assistance:
   a. Number Of Units: N/A.
   b. Amount: N/A.
   c. Term: N/A.
   d. Source: N/A.
8. Management:
   a. Company: TBD.
   b. Management Fee: 6% of gross collected rents (estimate).
B. Tax Credit Information:

1. Estimated Partnership Annual Credits: $1,283,000.
2. RJTCF Fund’s Share of Partnership Annual Credits: 99.99%
3. Estimated RJTCF Fund Annual Credits: $1,282,872.
4. Applicable Fraction: 100%.
5. Applicable Percentage: 9.00%.
6. First Credit Year: 2022.

C. Equity Investment:

1. Estimated $0.88 per dollar of the RJTCF Fund Total Credits (“Credit Price”), subject to market conditions and availability of funds.

2. Estimated RJTCF Fund Total Capital: $11,289,271 for Federal LIHTC.
   Note that actual contributions are based on actual credits delivered. If actual RJTCF Fund Total Credits are less than the estimated amount, RJTCF Fund Total Capital will be reduced by the shortfall times the Credit Price. The foregoing adjuster will apply if actual credits are less than the estimate for any reason. If actual RJTCF Fund Total Credits are greater than the estimated amount (“Excess Credits”), then the RJTCF Fund Total Capital will be increased by an amount equal to the Excess Credits times the Credit Price, but RJTCF Fund Total Capital shall not exceed 105% of the Estimated RJTCF Fund Total Capital except as provided below. The RJTCF Fund will specify the terms, if any, under which it will purchase any Excess Credits attributable to an additional reservation of Credits, and/or those that would otherwise cause capital contributions to exceed 105% of the Estimated Total Capital. If those terms provide for a credit price less than the Credit Price, the General Partners can accept or reject those terms. Any Excess Credits that the RJTCF Fund is unwilling to buy or that the General Partners are unwilling to sell at the price specified by the RJTCF Fund shall be allocated to the General Partners.

3. Installment Payment of Estimated RJTCF Fund Total Capital:
   a. 10% at Closing, of which $30,000 shall be paid directly to RJTCF in payment of its due diligence fee
   b. 70% at later of January 1, 2022 or Construction Completion
   c. 20% at later of October 1, 2022 or Stabilized Operations (“Stabilization Capital Contribution”), of which 5% of Total Capital may be held back and paid when all required tax filing information and Forms 8609 are received.

   All payments will be subject to various deliveries required by the RJTCF Fund as described in the definitive documents, including without limitation, updates of representations and warranties previously given to the RJTCF Fund.

4. Timing Adjusters:
   The capital contribution of the RJTCF Fund shall be reduced by 50% of the shortfall between the Credits actually delivered and the Credits estimated to be delivered in 2022 and 2023. Currently, it is estimated that the Partnership will deliver, $750,000 of Credits in 2022 and the Maximum Amount of Credits in
The capital contribution of the RJTCF Fund shall be adjusted if and to the extent that the RJTCF Fund is admitted after Credits have begun to run.

In the event that the actual Credits with respect to the first Credit Year are more than the Credits projected for such years, then the capital contribution of the RJTCF Fund to the Partnership shall be increased by an amount (the "Upward Timing Adjustment") equal to 30% of such excess; provided, that any such increase is subject to the overall limitation that RJTCF Fund Total Capital cannot exceed 105% of estimated RJTCF Total Capital without RJTCF Fund consent. The Upward Timing Adjustment shall be made and applied to increase the Stabilization Capital Contribution. It is understood and agreed that the Upward Timing Adjustment is intended to address any acceleration in the delivery of the first year of the Credit Period from the projected Credit amounts during such year where the total projected Credits for the entire Credit Period is not affected and that the Upward Timing Adjustment may be decreased if the RJTCF Fund determines in the exercise of its sole and absolute discretion that a smaller Upward Timing Adjustment must be paid in order to maintain the expected return on investment of its investors.

D. Allocation of Distributions:

1. **Asset Management Fee:** The RJTCF Fund shall receive an annual asset management fee of $5,000, increasing at 3% per year prior to any cash distributions. The Asset Management Fee shall begin once the Project has been placed in service and shall be prorated for the year that the Project is placed in service. The fee shall be cumulative to the extent unpaid in any year and shall be payable from sale proceeds of the property to the extent not previously paid.

2. **Cash From Operations:** Cash available to be distributed after paying Partnership expenses (including the Asset Management Fee), funding the Replacement Reserve, and maintaining working capital reserves. Cash From Operations shall be allocated in the following order:

   a. To the RJTCF Fund to the extent of any amounts owed, including amounts to be paid under Tax Credit Guaranty;
   b. To pay any accrued but unpaid Asset Management Fee;
   c. To replenish the Operating Reserve if the balance therein is less than the Operating Reserve Minimum;
   d. To the Developer to pay any unpaid Deferred Development Fee;
   e. To the General Partners or Guarantors to repay any loans due under the Operating Deficit Guaranty;
   f. 89.99% to the General Partners as an incentive management fee;
   g. The balance 0.01% to the General Partners, and 99.99% to the RJTCF Fund.

In all events, the RJTCF Fund must receive at least 10% of the amount available for distributions to partners and payment of incentive management fees to the General Partners.
3. **Cash From Sale or Refinancing:** Proceeds available after paying all debts and liabilities and establishing any required reserves shall be allocated in accordance with capital accounts, in the following order:

   a. To the RJTCF Fund to the extent of any amounts owed, including unpaid amounts under Tax Credit Guaranty;
   b. To pay any accrued but unpaid Asset Management Fee;
   c. To the Developer to pay any unpaid Deferred Development Fee;
   d. To the General Partners or Guarantors to repay any loans due under the Operating Deficit Guaranty;
   e. The balance, 90% to the General Partners and 10% to the RJTCF Fund

The distribution of Cash From Sale or Refinancing shall be subject to the requirement of the Internal Revenue Code that liquidating distributions be made in accordance with capital accounts.

E. **Allocations of Profits and Losses:**

1. Operating Profits and Losses: 99.99% RJTCF Fund; 0.01% General Partner.
2. Credits and Depreciation: 99.99% RJTCF Fund; 0.01% General Partner.
3. Gain or Loss on Sale: So as to bring the capital accounts into the ratios that will allow Proceeds of Sale to be distributed 90% to the General Partners and 10% to the RJTCF Fund, to the extent possible given the requirements of the Internal Revenue Code and the Treasury Regulations.
4. Operating Income and Losses Prior to Credit Delivery: At the discretion of the RJTCF Fund, Operating Income and Losses attributable to the period prior to the start of Credit delivery may be specially allocated to the General Partners.

F. **Developer and Development Fee:**

1. Developer: MRE Capital, LLC or its affiliate
2. Estimated Development Fee: $1,500,000.
3. Development Fee is currently estimated to be paid as follows:
   a. The current paid fee at stabilization.

   If necessary, part of the development fee, not to exceed $350,000, will be deferred beyond the date of the RJTCF Fund’s final capital contribution installment, without interest, and shall be paid in accordance with the terms of allocations of Cash From Operations and Cash from Sale or Refinancing or, if not paid within 12 years after placed-in-service date, from General Partners’ capital as described below. Any development fee that cannot be paid by the time of the final capital contribution of the RJTCF Fund or deferred in accordance with the foregoing limitation shall be paid as an excess cost under the Completion Guaranty. It is currently estimated that there will be a deferred development fee in the amount of $273,309.

G. **Reserves:**

1. Replacement Reserve: $17,500 at the stabilization capital contribution and $17,500 per year beginning at the earlier of six months after completion of construction or the first month of Stabilized Operations, increased by 3% per
year thereafter. In the aggregate, no more than $10,000 will be withdrawn from the Replacement Reserve in any calendar year without the approval of the RJTCF Fund.

2. Operating Reserve: $230,000, to be funded into the operating reserve account (the “Operating Reserve Account”) at the time of the funding of the Stabilization Capital Contribution. Such Operating Reserve Account shall be maintained for the duration of the Compliance Period (after which, funds on deposit may be released and distributed as Net Cash Flow) and shall be used exclusively to pay for Operating Deficits incurred by the Partnership after the date of the Stabilization Capital Contribution; provided however, that all withdrawals from the Operating Reserve Account that would cause aggregate draws in any one fiscal year to exceed $10,000 shall be made only with the Consent of the RJTCF Fund, which shall not be unreasonably withheld, delayed or conditioned. Operating Deficits shall be funded 50% from the Operating Reserve and 50% under the Operating Deficit Guaranty; provided, that, notwithstanding anything to the contrary contained herein, the Operating Reserve Account may not be drawn down below $120,000 (“the Operating Reserve Minimum”) unless the General Partners have fully funded their obligations under the Operating Deficit Guaranty. Operating Deficits shall be funded 100% from the Operating Reserve once the General Partners have fully funded their obligations under the Operating Deficit Guaranty. Should the balance in the Operating Reserve Account fall below the Operating Reserve Minimum, Net Cash Flow on each Payment Date will be deposited in the Operating Reserve Account to maintain such minimum balance.

H. Obligations of General Partners:

1. General Partners: Brownsville Housing, LLC.
2. General Partners’ Capital: $0 (estimate).
3. The General Partners agree that to the extent any deferred development fee has not been repaid from cash flow at the end of twelve years from the date the property is placed in service (or at the time of removal of the General Partners), they will contribute sufficient capital so that the Partnership can pay any amount of the deferred fee outstanding at that time.
4. The General Partners will provide the following guaranties:
   a. Completion Guaranty – The General Partners will guarantee lien-free completion of the Property and will pay any of the below costs that are in excess of the allowed sources of funds (including any allowed deferred development fee). Such costs include costs to:

      (1) acquire the Property and complete construction substantially in accordance with plans and specifications and free from any defects;
      (2) pay all acquisition and construction costs, including any construction period interest, costs, fees, and reserves; and
      (3) pay all operating expenses, debt service and capital maintenance items that exceed rental and other income through the date the RJTCF Fund makes its final capital contribution.

Any excess costs will not be considered loans or capital contributions. However, the General Partners will also advance funds as needed during
construction if proceeds of financing and/or capital contributions are not yet available to pay such costs. Such advances will be repaid, without interest, once such sources of funds become available.

The General Partners will also guarantee that the permanent financing will close and that the debt service on the permanent financing will not exceed an amount that would allow the Partnership to achieve Stabilized Operations within a reasonable time. Any reduction in principal amount of, or interest rate on, the permanent financing necessary to achieve Stabilized Operations will be considered an excess cost to be funded under the Completion Guaranty.

In the event that certain events occur, the RJTCF Fund shall have the right to require the General Partners to repurchase the RJTCF Fund's interest for a price that returns 110% of its investment to date plus interest and any tax liability attributable to such payment. Examples of such events include failure to complete construction, achieve breakeven operations or achieve Stabilized Operations by agreed-upon dates, failure to replace withdrawn commitments for, or close, permanent financing, loss of rental assistance, failure to qualify for at least seventy (70%) of the expected Credits, etc.

b. **Tax Credit Guaranty** – Guaranty that expected Credits will be available to the RJTCF Fund and Credits taken will not be recaptured. If the actual annual Credits available to the RJTCF Fund in any year are lower than the Credits expected, the General Partners shall reimburse the RJTCF Fund for the shortfall on a dollar for dollar basis. If it is determined that the shortfall in Credits will apply to future years as well, General Partners will refund an amount equal to the present value of those future credits. If the RJTCF Fund is subject to recapture (including disallowance of credits) of previously claimed credits, the General Partners shall reimburse the RJTCF Fund for its recapture amount. To the extent that payments in respect of the Tax Credit Guaranty are taxable, the payments shall be grossed-up to reimburse the RJTCF Fund for the tax liability.

This guaranty shall apply to a period that ends at the end of the LIHTC compliance period.

The General Partners will not be obligated if the reduction in the amount of Credits or recapture is a result of a change in the tax law or the disposition by the RJTCF Fund of its interest.

To the extent that the General Partners have no obligation to compensate the RJTCF Fund for reduced or recaptured Credits or fail to make payments due to the RJTCF Fund under the Tax Credit Guaranty, the amounts necessary to compensate the RJTCF Fund, plus interest, will be paid as a priority from all available cash, including Cash From Operations or Sale Proceeds. In the case in which the General Partners are obligated to make payments under the Tax Credit Guaranty but fail to do so, such cash distributions shall not reduce the General Partners’
obligations except to the extent that cash distributions paid to the RTJCF Fund would have otherwise been paid to the General Partners.

c. **Operating Deficit Guaranty** – Guaranty that the Partnership will have sufficient funds to remain current in its obligations during a specified period and that General Partners will make subordinated, interest-free loans to the Partnership to the extent necessary to meet obligations, including Asset Management Fee, debt service and the funding of reserves, for the period beginning with the Stabilization Capital Contribution and ending on the December 31st which (i) is at least five years following the Stabilization Capital Contribution and on which each of the following is true:

1. In each of the three preceding calendar years, the Partnership has achieved a 1.15:1 debt service coverage ratio, determined on an annual basis as shown in the audited financial statements for such years;
2. The General Partners have not been required to make any payments or loans to the Partnership under the Operating Deficit Guaranty in the preceding three calendar years;
3. The Partnership is current with regards to all liabilities;
4. The Partnership's Replacement Reserve account balance is an amount equal to 80% of the Annual Replacement Reserve times the length of time since completion of construction or rehabilitation; and
5. The General Partners have not been obligated to make any payments under the Tax Credit Guaranty within the preceding three calendar years.
6. The balance in the Operating Reserve Account must not be less than the Operating Reserve Minimum.

Notwithstanding any termination of the Operating Deficit Guaranty Period or any limitation on the maximum liability of the General Partners under the Operating Deficit Guaranty, the General Partners shall also be responsible throughout the entire Compliance Period for deficits attributable to the failure to obtain or the loss of any property tax abatement expected to be received by the Project.

Notwithstanding any termination of the Operating Deficit Guaranty Period or any limitation on the maximum liability of the General Partners under the Operating Deficit Guaranty, the General Partners shall also be responsible throughout the entire Compliance Period for deficits attributable to the failure to obtain or the loss of any rental assistance contract or agreement expected to be received by the Project.

Operating deficit loans shall not bear interest and shall be payable on a subordinated basis from available cash, including Cash from Operations and Sale Proceeds.

The maximum obligations of the General Partners under this Operating Deficit Guaranty will not exceed $250,000.
5. The General Partners shall pledge their interests in the Partnership to secure their obligations under the Partnership Agreement.

I. Obligations of the Guarantors:

1. Guarantors: The General Partners and MRE Capital, LLC, Daniel Sailler III and Jacob Mooney.

2. Guarantors unconditionally guarantee that the General Partners will perform all of their obligations under the partnership agreement, including, without limitation, guaranties, repurchase obligations and the obligation to make a capital contribution as and when required to pay deferred development fee and that the developer will perform all of its obligations under the Development Agreement.

3. Guarantors shall provide such due diligence information as is necessary for RJTCF to ascertain their ability to perform under the guaranty of the General Partner’s and Developer’s obligations. Such information may include, without limitation, organizational and authority documentation for entity Guarantors, financial and tax return information, industry experience, references, credit inquiries and similar information. By execution of this letter, Guarantors agree to provide this information and authorize RJTCF to make third-party inquiries with respect to such matters.

J. Intentionally Deleted.

K. Financing:

1. Construction Financing
   a. Lender: TBD.
   b. Amount: $8,600,000.
   c. Rate: 5.00% (estimate).
   d. Terms: 24 months.
   e. Maturity: TBD.

2. Permanent Financing - First Mortgage
   a. Not to Exceed Amount: $2,695,000.
   b. Lender: Specialty Finance Group.
   c. Funds at stabilization.
   d. Non recourse.
   e. Not tax-exempt bond financed.
   f. Term (years): 15.
   g. Amortization period (years): 40.
   h. Interest rate: 5.00%.
      i. Fixed.
      ii. Annual payment: Not to exceed $155,942.
   i. Prepayment provisions None (penalties, etc.)
   j. Other provisions: None.

Raymond James Tax Credit Funds, Inc. acknowledges the amounts and terms of all other anticipated sources of funds.
L. **Additional Financing.**

1. City of Brownsville Contribution - $500 during construction.

M. **Schedules.**

The following preliminary schedules have been prepared by RJTCF to reflect its understanding of the transaction. These schedules will be finalized based on due diligence and become a part of the definitive documentation described below:

1. Sources and Uses of Funds schedule (reflecting conditions at completion) is attached as Schedule A.
2. Construction Sources and Uses of Funds is attached as Schedule B.
3. Pro Forma Operating Budget is attached as Schedule C.

N. **Definitive Documents**

All of the terms and conditions of the investment shall be set forth in definitive documents to be negotiated by the parties including but not limited to an Amended and Restated Agreement of Limited Partnership, together with certain closing exhibits (including various Guaranty Agreements). Such documents shall be consistent with the terms and conditions set forth in this letter with such changes as the parties may agree are appropriate. Once executed, the definitive documents shall supersede this letter, which shall be of no further force or effect. RJTCF will begin preparation of the definitive documents upon the completion of our due diligence to our satisfaction, as determined in our sole discretion.

II. **INFORMATION REQUIRED BY THE RJTCF FUND – DUE DILIGENCE AND REPORTING REQUIREMENTS**

The specific information required by the RJTCF Fund prior to Closing, as a condition of making its capital contribution, and on an ongoing basis throughout the term of the Partnership, are as follows:

A. Before closing, the RJTCF Fund will require receipt of those items set forth in Appendix A.
B. Before making its various capital contribution installments, the RJTCF Fund will require receipt of those items set forth in Appendix B.
C. The RJTCF Fund will require reports from time to time, as described in Appendix C.

III. **THE RJTCF FUND EXIT RIGHTS**

The RJTCF Fund shall have the right to require the General Partners to acquire its interest after the end of the compliance period for a price equal to the amount the RJTCF Fund would receive if the Partnership sold the Project at fair market value, paid its debts and distributed the remaining assets in accordance with the provisions relating to distribution of sales proceeds. If the General Partners fail to acquire the RJTCF Fund’s interest, then the RJTCF Fund shall have the right, without the concurrence of the General Partners, to order a sale of the Project.

IV. **OTHER ASSUMPTIONS TO CLOSING**
1. Prior to Closing, there shall have been no changes in tax laws or Treasury pronouncements, or changes in interpretations of existing tax issues that would materially and adversely affect this investment.

2. In the event an investment in the Partnership requires HUD Previous Participation Certification (HUD Form 2530), the RJTCF Fund and its investor members are willing and able to request and obtain HUD 2530 approval in accordance with the filing requirements promulgated by HUD.

3. RJTCF and the RJTCF Fund's review and approval in its sole discretion of all due diligence materials, including the construction and permanent loan commitments, proposed extended use agreement, real estate, plans and specifications, market study (including any additional market studies determined by the RJTCF Fund and the fund to be necessary - at the Partnership's expense), basis for the Credits, operating budgets, construction and lease-up budgets, current financial statements of the General Partners, other guarantors and their affiliates, verification of background information to be provided by the General Partners and their affiliates, and references to be provided by the General Partners.

4. Satisfactory inspection of the property by RJTCF and the RJTCF Fund investors.

5. Approval by the Investment Committee of RJTCF and the RJTCF Fund investors of the terms and conditions of the investment in their sole discretion based on then current market conditions.

6. Availability of investment funds.

7. The negotiation of definitive documents as described herein (and this Agreement shall terminate if all such documents are not executed and delivered by the Closing date).

8. During underwriting and due diligence, RJTCF will review the rental assistance agreement and market conditions, and may in its sole discretion determine that a Rental Assistance Transition Reserve or Rental Assistance Loss Guarantee be required as a requirement of Closing.

V. Term

The initial term of this Agreement shall be for a period from the date of this letter, with a closing (Closing Date) no later than January 30, 2021, providing that RJTCF may terminate this Agreement by giving at least 10 days written notice if it determines, in the exercise of its sole discretion, that the conditions to closing are unlikely to be met. RJTCF may extend the term of this Agreement up to 90 days beyond the initial term and both parties can agree in writing to an extension beyond that date. If due diligence activities and negotiation of definitive documents continue beyond termination of this Agreement, the parties shall not be bound hereunder, but only to the extent provided in definitive documents or other written agreements that are actually executed and delivered.

VI. Exclusivity

You acknowledge that the RJTCF Fund will expend significant effort and expense, and may forego other investment opportunities, in connection with its best efforts to effect a Closing. You agree that you will not solicit or entertain any offers by other parties to acquire an equity interest in the Partnership during the Term of this Agreement. Furthermore, you agree to pay the RJTCF Fund its $30,000 due diligence/legal reimbursement fee and to reimburse it for the due diligence expenses described below, up to a maximum of $10,000, regardless of whether or not the Investment closes, unless such failure to close was due to RJTCF inability to obtain Investment Committee or Investor approval.
VII. DUE DILIGENCE FEES

At the Closing, the Partnership shall pay $30,000 or greater negotiated amount to the RJTCF Fund as a due diligence/legal reimbursement fee in respect of the costs associated with the due diligence process and preparation of Partnership documents and legal opinions. A higher amount may be appropriate, for example, if the RJTCF Fund undertakes significant work to obtain the title policy, close complicated financings, etc. Such additional charges are subject to negotiation and no amount greater than $30,000 will be incurred or due to the RJTCF Fund from the Partnership without your agreement. You will be responsible for payment of the $30,000 or greater agreed upon due diligence/legal reimbursement fee whether or not the Investment closes, unless such failure to close was due to RJTCF inability to effect the Closing.

VIII. DUE DILIGENCE EXPENSES

Due diligence expenses for third party reports (described in Appendix A hereto) ordered by RJTCF shall be paid by the Partnership regardless of whether the Partnership has separately obtained such reports, including without limitation: appraisal, environmental reports, subsurface investigation report, preconstruction review and construction inspections. Generally, such expenses shall be paid by the Partnership in connection with the Closing. If and to the extent that these expenses are paid by RJTCF, they shall be reimbursed by the Partnership regardless of whether or not the Investment closes, unless such failure to close was due to RJTCF inability to effect the Closing.

The Partnership must provide at its expense a legal opinion acceptable to RJTCF. If required by an Investor in connection with its admission to the RJTCF Fund subsequent to the Closing of the Investment, such opinion must be updated and reissued at Partnership expense.

IX. CONFIDENTIALITY

This letter is delivered to you with the understanding that neither it nor its substance shall be disclosed to any third party except those who are in a confidential relationship with you, or where the same is required by law.
X. ACCEPTANCE

If these terms and conditions are acceptable to you, please sign and return one copy of this memorandum. **If not accepted by March 24, 2020, this offer shall terminate.**

By acceptance of this letter, you authorize Raymond James Tax Credit Funds, Inc. to make any credit inquiries that we may deem necessary as part of our underwriting process. These credit inquiries may be performed on the General Partners, Guarantors, or any significant business operation of General Partners or Guarantors. This authorization also applies to follow-up credit inquiries that we may deem necessary after our admission to the Partnership.

For more than 30 years Raymond James Tax Credit Funds and our affiliates have been involved with the development of affordable housing. We have provided equity for more than 2,100 properties nationwide. We look forward to working with you again.

Sincerely,

[Signature]

James Dunton
Managing Director of Acquisitions – Midwest Region
Raymond James Tax Credit Funds, Inc.

Accepted:

[Signature]

By: General Partner

Date: 2-25-20
### 15 Year Rental Housing Operating Pro Forma (All Programs)

The pro forma should be based on the operating income and expense information for the base year (first year of stabilized occupancy using today’s best estimates of market rents, restricted rents, rental income and expenses), and principal and interest debt service. The Department uses an annual growth rate of 2% for income and 3% for expenses. Written explanation for any deviations from these growth rates or for assumptions other than straight-line growth made during the proforma period should be attached to this exhibit.

<table>
<thead>
<tr>
<th>INCOME</th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>POTENTIAL GROSS ANNUAL RENTAL INCOME</td>
<td>$527,052</td>
<td>$537,593</td>
<td>$548,345</td>
<td>$559,312</td>
<td>$570,498</td>
<td>$629,876</td>
<td>$695,434</td>
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<tr>
<td>Secondary Income</td>
<td>$12,600</td>
<td>$12,852</td>
<td>$13,109</td>
<td>$13,371</td>
<td>$13,639</td>
<td>$15,058</td>
<td>$16,625</td>
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<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$539,652</td>
<td>$550,445</td>
<td>$561,454</td>
<td>$572,683</td>
<td>$584,137</td>
<td>$644,934</td>
<td>$712,059</td>
</tr>
<tr>
<td>Rental Concessions</td>
<td>$0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>EFFECTIVE GROSS ANNUAL INCOME</td>
<td>$499,178</td>
<td>$509,162</td>
<td>$519,345</td>
<td>$529,732</td>
<td>$540,326</td>
<td>$596,564</td>
<td>$658,655</td>
</tr>
</tbody>
</table>

| EXPENSES | | | | | | | |
| General & Administrative Expenses | $25,000 | $25,750 | $26,523 | $27,318 | $28,138 | $32,619 | $37,815 |
| Management Fee | $29,951 | $30,550 | $31,161 | $31,784 | $32,420 | $35,794 | $39,519 |
| Payroll, Payroll Tax & Employee Benefits | $66,394 | $68,385 | $70,437 | $72,550 | $74,727 | $86,629 | $100,426 |
| Repairs & Maintenance | $41,500 | $42,745 | $44,027 | $45,348 | $46,709 | $54,148 | $62,772 |
| Electric & Gas Utilities | $13,500 | $13,905 | $14,322 | $14,752 | $15,194 | $17,614 | $20,420 |
| Water, Sewer & Trash Utilities | $10,000 | $10,300 | $10,609 | $10,927 | $11,255 | $13,048 | $15,126 |
| Annual Property Insurance Premiums | $60,000 | $61,800 | $63,654 | $65,564 | $67,531 | $78,286 | $90,755 |
| Property Tax | $50,025 | $51,526 | $53,072 | $54,664 | $56,304 | $65,271 | $75,667 |
| Reserve for Replacements | $17,500 | $18,025 | $18,566 | $19,123 | $19,696 | $22,834 | $26,470 |
| Other Expenses | $2,560 | $2,637 | $2,716 | $2,797 | $2,881 | $3,340 | $3,872 |
| TOTAL ANNUAL EXPENSES | $316,429 | $325,623 | $335,086 | $344,827 | $354,854 | $409,583 | $472,844 |

| NET OPERATING INCOME | $182,749 | $183,539 | $184,259 | $184,905 | $185,473 | $186,981 | $185,811 |

| DEBT SERVICE | | | | | | | |
| First Deed of Trust Annual Loan Payment | $155,942 | $155,942 | $155,942 | $155,942 | $155,942 | $155,942 | $155,942 |
| Second Deed of Trust Annual Loan Payment | | | | | | | |
| Third Deed of Trust Annual Loan Payment | | | | | | | |
| Other Annual Required Payment | | | | | | | |
| Other Annual Required Payment | | | | | | | |
| ANNUAL NET CASH FLOW | $26,807 | $27,597 | $28,317 | $28,963 | $29,531 | $31,039 | $29,869 |
| CUMULATIVE NET CASH FLOW | $26,807 | $54,404 | $82,721 | $111,684 | $141,215 | $292,638 | $444,907 |
| Debt Coverage Ratio | 1.17 | 1.18 | 1.18 | 1.19 | 1.19 | 1.20 | 1.19 |

By signing below I (we) are certifying that the above 15 Year pro forma, is consistent with the unit rental rate assumptions, total operating expenses, net operating income, and debt service coverage based on the bank’s current underwriting parameters and consistent with the loan terms indicated in the term sheet and preliminarily considered feasible pending further diligence review. The debt service for each year maintains no less than a 1.15 debt coverage ratio. (Signature only required if using this pro forma for points under §11.9(e)(1) relating to Financial Feasibility)

Signature, Authorized Representative, Construction or Permanent Lender

Signature, Authorized Representative, Syndicator

Phone: __________________________ Email: __________________________

Date: __________________________

Signature, Authorized Representative, Construction or Permanent Lender

Signature, Authorized Representative, Syndicator

Date: __________________________

If a revised form is submitted, date of submission: __________________________
Sponsor Characteristics
Pursuant to §11.9(b)(2) of the Qualified Allocation Plan, an Application may qualify to receive up to two (2) points provided the ownership structure meets one of the following requirements in parts DR 2 below;

1. Application is attempting to score as a Qualified Nonprofit or certified HUB with ownership interest and material participation and meets the criteria below:

   - If attempting to score as a Qualified Nonprofit, Application is applying under the Nonprofit Set-Aside
   - If attempting to score as a certified HUB, evidence of the HUB’s existence from the Texas Comptroller of Accounts is provided behind this Tab
   - Yes The Qualified Nonprofit or certified HUB has some combination of ownership interest, cash flow from operations, and developer fee which taken together are at least 50% and no less than 5% for any category.
     
     Ownership Interest: 30.00%
     Cash flow from operations: 30.00%
     Developer Fee: 30.00%
     Total: 90.00% (Must equal at least 50% regardless of structure)
   - Yes The Qualified Nonprofit or certified HUB will materially participate in the Development and the operation of the Development throughout the Compliance Period.
   - Yes A detailed narrative describing how that material participation will be achieved is included.
   - Yes The Qualified Nonprofit or certified HUB has experience directly related to the housing industry.
   - Yes A detailed narrative describing experience in each category is included.

   Mark all that apply
   
   - Property Management
   - Construction
   - Development
   - Financing
   - Compliance

   - No Principals of the Qualified Nonprofit or HUB are related Parties to or Affiliates of any other Principals of the Applicant or Developer.
   - X Evidence of experience in the housing industry and a statement regarding material participation are provided behind this tab.

   Points Claimed: 2

2. Application is attempting to score as a participating Nonprofit or certified HUB and meets the criteria below:

   A certified HUB will participate in Development Services or provide onsite tenant services, and evidence of the HUB’s existence from the Texas Comptroller of Accounts is provided behind this Tab.

   A nonprofit will participate in Development Services or provide onsite tenant services, and evidence from a state or federal source of the organization’s non-profit status is provided behind this Tab.

   Evidence of experience in the provision of Development Services or in the provision of on-site tenant services as well as a detailed narrative describing how the HUB or Nonprofit will provide such services must be included behind this tab.

   Points Claimed: 0

   Total Points Claimed: 2
The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority-, woman- and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process. The CPA has established Memorandums of Agreement with other organizations that certify minority-, woman- and service disabled veteran-owned businesses that meet certification standards as defined by the CPA. The agreements allow for Texas-based minority-, woman- and service disabled veteran-owned businesses that are certified with one of our certification partners to become HUB certified through one convenient application process.

In accordance with the Memorandum of Agreement between the City of Austin (COA) and the Texas Comptroller of Public Accounts (CPA), the CPA hereby certifies that DIVA IMAGING LLC has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate, printed 01-MAY-2019, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business' application for registration/certification into the COA's program, you must immediately (within 30 days of such changes) notify the COA's program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility. If your firm ceases to remain certified in the COA's program, you must apply and become certified through the State of Texas HUB program to maintain your HUB certification.

In accordance with the Memorandum of Agreement between the City of Austin (COA) and the Texas Comptroller of Public Accounts (CPA), the CPA hereby certifies that DIVA IMAGING LLC has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate, printed 01-MAY-2019, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business' application for registration/certification into the COA's program, you must immediately (within 30 days of such changes) notify the COA's program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility. If your firm ceases to remain certified in the COA's program, you must apply and become certified through the State of Texas HUB program to maintain your HUB certification.

Laura Cagle-Hinojosa, Statewide HUB Program Manager
Statewide Support Services Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (https://mycpa.cpa.state.tx.us/tpasscmblssearch/index.jsp) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.
Ms. Burchett has worked in the land development field for over 25 years in both the public and private sectors as city planner, construction manager, and developer. She has been performing site due diligence and entitlement for Housing Tax Credit developments since 2014. She has worked with over 2 dozen cities across the state including Kerrville, Lakeway, Westlake Hills, Dripping Springs, Round Rock, and Nolanville reviewing development and recommending land use policies.

The following is a list of Diva Imaging LLC developed and owned multifamily developments and units:

- Metro Tower Lofts Lubbock, TX | 89
- Farmhouse Row Slaton, TX | 48
- Clyde Ranch Clyde, TX | 40
- Baxter Lofts Harlingen, TX | 24
- Old Dowlen Cottages Beaumont, TX | 72
- Rachael Commons McGregor, TX | 48
- The Estates of Lampasas Lampasas, TX | 78
- Bishop Gardens Justin, TX | 72
- Cypress Place Beaumont, TX | 76
- The Residences of Solms Village New Braunfels, TX | 80
- Chaparral Townhomes Allen, TX | 126

Ms. Burchett has authored, collected data, and performed geospatial analysis for the multiple projects across the State of Texas including the following:

- Affordable Housing in Transit Oriented Developments, City of Austin
- ADA Sidewalk Compliance, City of Austin
- FHWA Sign Compliance, City of Austin
- Bus Stop Inventory, Capital Metropolitan Transportation Authority
- Annexation Plan, City of West Lake Hills
- Zoning Ordinance, City of Nolanville
- AT&T Stadium Parking Analysis, City of Arlington

Sallie is a member of the American Institute of Certified Planners and an advocate for great places to live, work, learn, and play.
Diva Imaging HUB Participation
Brownsville Lofts

Diva Imaging LLC is a member of the General Partner, Brownsville Housing, LLC, and Co-Developer of Brownsville Lofts. Diva Imaging’s material participation in the development and the operating of the project is on a consistent, regular, and substantial basis.

Diva Imaging LLC is owned and operated solely by myself, Sallie Burchett.

Material participation in the development and operation of the development by Diva Imaging LLC includes the following:

- Provide local coordination and interaction with development team members, specifically with site plan approval and zoning.
- Participate in closing of partnership and financial transactions.
- Assist with submission of tax credit milestones including carryover, 10% test, periodic construction consulting and reports, inspection requests, LURA requests and recording, and cost certification.
- Interact with local property management staff as needed.
- Interact with TDHCA staff as needed.
- Compliance training.
- Review monthly financials.
- Offer and discuss solutions that may arise regarding security, occupancy, and marketing.

Please feel free to reach out to me if you have any questions.

Sincerely,

Sallie Burchett
Diva Imaging LLC
sallie.burchett@divaimaging.com
Owner and Developer Organization Charts
Owner and Developer Organization Charts

Applicants should note that subsequent changes to the Development Ownership structure presented in this section will require the written consent of Department.

Pursuant to §11.204(13)(A) of the QAP, submit three separate charts. One showing the complete organizational structure of each of the following entities: Development Owner, Developer, and Guarantor.

The organization charts must include:

- [ ] The names and ownership percentages of all Persons having an ownership interest in the Development Owner, Developer, and/or Guarantor.

- Nonprofit entities, public housing authorities, publicly traded corporations, individual board members and executive directors must be included in Organization charts.

- Any and all trusts must list all beneficiaries that have the legal ability to control or direct activities of the trust and are not just financial beneficiaries.

In the case of:

(A) Partnerships - Principals include all general Partners and Special LPs (any LP that is not the Syndicator is a "Special LP");

(B) Corporations - Principals include the executive director and all members of the board (shown with "0%" ownership is applicable). For to-be-formed instrumentalities of PHAs, where the executive director and board remain to be determined, include the PHA, itself, and its members;

(C) Limited liability companies - Principals include all the managing members and all other members.

Org. Chart Example:

Be advised that the definition of "Control" has been revised. Refer to 10 TAC §11.1(d)(30) to ensure compliance.

ALL Persons who have actual or apparent authority to exercise Control must be identified on the Organizational Chart.

Information about Organizations that will own or control the Applicant or other related organizations will be provided in the List of Organizations with an Ownership Special Interest in the Applicant form.

If a revised chart is submitted, include the date of submission!
Brownsville Lofts Organizational Structure

Brownsville Housing Partners, LP
- a to be formed entity
- EIN to be determined

Brownsville Housing, LLC
- a to be formed entity
- EIN to be determined
- General Partner
  - .01%

JCM Ventures, LLC
- a Kansas limited liability company
- Formed 07/25/2016
- EIN: 81-3386512
- 70%
- Jacob Mooney
  - 100%
  - Ability to Exercise Control

Diva Imaging LLC
- a Texas limited liability company
- Formed 12/01/2014
- EIN: 20-3273287
- HUB
  - 30%
- Sallie Burchett
  - 100%

Raymond James Tax Credit Funds Investor Limited Partner
- 99.99%

Sallie Burchett
- 100%
Brownsville Lofts Guarantor Organizational Structure

Jacob Mooney
100%
List of Organizations and Principals
Provide the requested information for all partnerships, corporations, limited liability companies, trusts, or any other public or private entity and their Affiliates identified on the Owner and Developer Organization Charts. Organizations that own or control other organizations should also be identified until the only remaining sub-entity would be natural persons. Organizations that are Developers and/or Guarantors must also be listed on this form as must any organization (and natural person whose ownership interest in an applicable entity is direct instead of via membership in an organization) that will receive any portion of the developer fee whether by subcontract or otherwise, except if the Person is acting as a consultant with no Control. (Note - Entity Names, Principals, and ownership percentage should coincide with the Owner and Developer Organization Charts)

Be advised that the definition of “Control” has been revised. Refer to 10 TAC §11.1(d)(30) to ensure compliance.

<table>
<thead>
<tr>
<th>Org. 1</th>
<th>Organization Legal Name: Brownsville Housing, LLC</th>
<th>Role/Title: General Partner</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address: 10777 Barkley Street, Suite 140</td>
<td>City: Overland Park</td>
<td>State: KS</td>
</tr>
<tr>
<td>Name(s) of Entities the Organization Owns or Controls:</td>
<td>Brownsville Housing Partners, LP</td>
<td></td>
</tr>
<tr>
<td>Organization legally formed?</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>Date formed:</td>
<td>tbd</td>
<td></td>
</tr>
<tr>
<td>Previous TDHCA Experience?</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>Phone:</td>
<td>(913) 638-2500</td>
<td></td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:jmooney@mrecapital.com">jmooney@mrecapital.com</a></td>
<td></td>
</tr>
<tr>
<td>Organization is identified on Org. Chart:</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>Ability to exercise Control over the Development?</td>
<td>No</td>
<td></td>
</tr>
</tbody>
</table>

List of Sub-Entities or Principals:
1. JCM Ventures, LLC  
2. Diva Imaging LLC  
3. 
4.  
5.  
6. 

<table>
<thead>
<tr>
<th>Org. 2</th>
<th>Organization Legal Name: JCM Ventures, LLC</th>
<th>Role/Title: Managing Mbr of GP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address: 10777 Barkley Street, Suite 140</td>
<td>City: Overland Park</td>
<td>State: KS</td>
</tr>
<tr>
<td>Name(s) of Entities the Organization Owns or Controls:</td>
<td>Brownsville Housing, LLC</td>
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<tr>
<td>Organization legally formed?</td>
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<td>Date formed:</td>
<td>7/25/16</td>
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<tr>
<td>Previous TDHCA Experience?</td>
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<td><a href="mailto:jmooney@mrecapital.com">jmooney@mrecapital.com</a></td>
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<td>Organization is identified on Org. Chart:</td>
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<td></td>
</tr>
<tr>
<td>Ability to exercise Control over the Development?</td>
<td>Yes</td>
<td></td>
</tr>
</tbody>
</table>

List of Sub-Entities or Principals:
1. Jacob Mooney  
2.  
3.  
4.  
5.  
6. 

<table>
<thead>
<tr>
<th>Org. 3</th>
<th>Organization Legal Name: Diva Imaging LLC</th>
<th>Role/Title: Mbr of GP, Co-Developer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address: 2002 La Casa</td>
<td>City: Austin</td>
<td>State: TX</td>
</tr>
<tr>
<td>Name(s) of Entities the Organization Owns or Controls:</td>
<td>Brownsville Housing, LLC</td>
<td></td>
</tr>
<tr>
<td>Organization legally formed?</td>
<td>Yes</td>
<td></td>
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<tr>
<td>Date formed:</td>
<td>12/1/14</td>
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</tr>
<tr>
<td>Previous TDHCA Experience?</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>Phone:</td>
<td>(512) 473-2527</td>
<td></td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:sallie.burchett@divaimaging.com">sallie.burchett@divaimaging.com</a></td>
<td></td>
</tr>
<tr>
<td>Organization is identified on Org. Chart:</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>Ability to exercise Control over the Development?</td>
<td>No</td>
<td></td>
</tr>
</tbody>
</table>

List of Sub-Entities or Principals:
1. Sallie Burchett  
2.  
3.  
4.  
5.  
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<th>Organization Legal Name:</th>
<th>Role/Title:</th>
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<td>Date formed:</td>
<td>Legal Org is or will be:</td>
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<tr>
<td>Previous TDHCA Experience?</td>
<td>Phone:</td>
<td>Email:</td>
</tr>
<tr>
<td>Organization is identified on Org. Chart:</td>
<td>Ability to exercise Control over the Development?</td>
<td></td>
</tr>
</tbody>
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List of Sub-Entities or Principals:
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2/8/20
39  Previous Participation
1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, SHTF, RHD), and BOND) that you have controlled at any time.

   By selecting this box I certify that I have no prior experience with any TDHCA administered affordable rental program.

   Add more rows to the form as needed.

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2. Identify all Community Affairs and Single Family department programs that you have participated in within the last three(3) years by placing an "x" next to the program name.

   By selecting this box I certify that I have no prior experience with any TDHCA Single Family or Community Affairs Programs.

<table>
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<tr>
<th>Community Affairs:</th>
<th>CEAP</th>
<th>DOE</th>
<th>HHSP</th>
<th>WAP</th>
</tr>
</thead>
<tbody>
<tr>
<td>HOME:</td>
<td>CFDC</td>
<td>HBA</td>
<td>PWD</td>
<td>Self-Help</td>
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<td>DR</td>
<td>HRA</td>
<td>SFD</td>
<td>NSP</td>
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<tr>
<td>HTF/OCI:</td>
<td>AYBR</td>
<td>Bootstrap</td>
<td>CFDC</td>
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### Previous Participation Form

Form must be completed separately for each entity (i.e. person, organization, etc.) that has or will have a controlling interest or oversight in the contract, award, agreement, or ownership transfer being considered. This form should also be completed for each board member, individual with signature authority, executive director, or elected official that represents the person/entity (as applicable).

| Person/Role: | Brownsville Housing, LLC |
| Email Address: | jmooney@mrecapital.com |
| City & State of Home Addr: | Overland Park, KS |
| Applicant Legal Name: | Brownsville Housing Partners, LP |

1. **List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, SHTF, RHD), and BOND) that you have controlled at any time.**
   
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<td>LIHEAP</td>
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<tr>
<td>TBRA</td>
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<td>PWD</td>
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<td>Self-Help</td>
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| Person/Role: | JCM Ventures, LLC |
| Email Address: | jmooney@mrecapital.com |
| City & State of Home Addr: | Overland Park, KS |
| Applicant Legal Name: | Brownsville Housing Partners, LP |

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   Add more rows to the form as needed.

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<tr>
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<tbody>
<tr>
<td>19088</td>
<td>Metro Tower Lofts</td>
<td>Lubbock</td>
<td>HTC</td>
<td>Jul-20</td>
<td>na</td>
</tr>
<tr>
<td>17010</td>
<td>Baxter Lofts</td>
<td>Harlingen</td>
<td>HTC</td>
<td>Jul-17</td>
<td>na</td>
</tr>
<tr>
<td>16026</td>
<td>Laguna Hotel Lofts</td>
<td>Cisco</td>
<td>HTC</td>
<td>Jul-16</td>
<td>na</td>
</tr>
<tr>
<td>16034</td>
<td>Conrad Lofts</td>
<td>Plainview</td>
<td>HTC</td>
<td>Jul-16</td>
<td>na</td>
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</table>

2. Identify all Community Affairs and Single Family department programs that you have participated in within the last three(3) years by placing an "x" next to the program name.

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**Person/Role:** Jacob Mooney  
**Email Address:** jmooney@mrecapital.com  
**City & State of Home Addr:** Overland Park, KS  
**Applicant Legal Name:** Brownsville Housing Partners, LP

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, SHTF, RHD), and BOND) that you have controlled at any time.

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<th>DOE</th>
<th>HHSP</th>
<th>TBRA</th>
<th>WAP</th>
<th>CSBG</th>
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</tr>
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### Previous Participation Form

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| Person/Role: | Diva Imaging LLC |
| Email Address: | sallie@structuretexas.com |
| City & State of Home Addr: | Austin, TX |
| Applicant Legal Name: | Brownsville Housing Partners, LP |

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, SHTF, RHD), and BOND) that you have controlled at any time.

   By selecting this box I certify that I have no prior experience with any TDHCA administered affordable rental program.

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<table>
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<tr>
<th>TDHCA ID#</th>
<th>Property Name</th>
<th>Property City</th>
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<th>Control began (mm/yy)</th>
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</tr>
<tr>
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<td>McGregor</td>
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</tr>
<tr>
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<tr>
<td>500</td>
<td>Chaparral Townhomes</td>
<td>Allen</td>
<td>HTC</td>
<td>Oct-14</td>
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</tr>
</tbody>
</table>

2. Identify all Community Affairs and Single Family department programs that you have participated in within the last three(3) years by placing an "x" next to the program name.

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Person/Role: Sallie Burchett
Email Address: sallie@structuretexas.com
City & State of Home Addr: Austin, TX
Applicant Legal Name: Brownsville Housing Partners, LP

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, SHTF, RHD), and BOND) that you have controlled at any time.

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Nonprofit Participation

NOT APPLICABLE
NOT APPLICABLE
Development Team Members
## Development Team Members

The requested information on all known Development Team members must be provided. In addition to the categories listed below, the “Other” category should be used to list all known Development Team members that are included in the “Development Cost Schedule.” If the team member that will be utilized is not yet known, indicate “TBD.” If it is anticipated that the Development Team category will not be utilized, indicate “N/A.”

* If there is a direct or indirect, financial, or other interest with Applicant or other team members, provide an attachment behind this form in the Application that explains the relationship(s).

### Developer:

<table>
<thead>
<tr>
<th>Company</th>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>JCM Ventures, LLC</td>
<td>Jacob Mooney</td>
<td>(913) 638-2500</td>
</tr>
<tr>
<td><a href="mailto:jmooney@mrecapital.com">jmooney@mrecapital.com</a></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tan Construction, Inc.</td>
<td></td>
<td>(956) 399-1115</td>
</tr>
<tr>
<td><a href="mailto:chris@tancoinc.net">chris@tancoinc.net</a></td>
<td></td>
<td></td>
</tr>
<tr>
<td>JCM Ventures, LLC</td>
<td>Jacob Mooney</td>
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<tr>
<td><a href="mailto:jmooney@mrecapital.com">jmooney@mrecapital.com</a></td>
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#### Certified Texas HUB?

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### Housing General Contractor:

<table>
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<th>Company</th>
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<tr>
<td>Tan Construction, Inc.</td>
<td>Chris Nagel</td>
<td>(956) 399-1115</td>
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<tr>
<td><a href="mailto:chris@tancoinc.net">chris@tancoinc.net</a></td>
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### Architect:

<table>
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<tr>
<th>Company</th>
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<tbody>
<tr>
<td>Wallace Architects</td>
<td>Mike Kleffner</td>
<td>(660) 826-7000</td>
</tr>
<tr>
<td><a href="mailto:MikeK@wallacearchitects.com">MikeK@wallacearchitects.com</a></td>
<td></td>
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2/26/20
<table>
<thead>
<tr>
<th>Role</th>
<th>Name</th>
<th>Contact Name</th>
<th>Phone</th>
<th>Email</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
<th>Certified Texas HUB?</th>
<th>This is a direct or indirect, financial, or other interest with Applicant or other team members?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engineer</td>
<td>Crockett Engineering</td>
<td>Kyle Miller</td>
<td>(573) 447-0292</td>
<td><a href="mailto:KMiller@crockettengineering.com">KMiller@crockettengineering.com</a></td>
<td>tbd</td>
<td>43-1882059</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td>Attorneys (Market Analyst)</td>
<td>Gibson Consulting, LLC</td>
<td>Jim Howell</td>
<td>(901) 409-3415</td>
<td><a href="mailto:jim@fgibsonconsulting.com">jim@fgibsonconsulting.com</a></td>
<td>$4,000.00</td>
<td>72-1466758</td>
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<tr>
<td>Attorneys (Appraiser)</td>
<td>NA</td>
<td>NA</td>
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</tr>
<tr>
<td>Attorneys (Attorney)</td>
<td>Daniel L. Sailler</td>
<td>Daniel L. Sailler</td>
<td>(913) 940-5235</td>
<td><a href="mailto:atty@mrecapital.com">atty@mrecapital.com</a></td>
<td>TBD</td>
<td>Not Published</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td>Attorneys (Accountant)</td>
<td>Tidwell Group</td>
<td>Jeanne-Marie Smith</td>
<td>(205) 271-5520</td>
<td><a href="mailto:Jeanne-marie.smith@tidwellgroup.com">Jeanne-marie.smith@tidwellgroup.com</a></td>
<td>tbd</td>
<td>27-1490692</td>
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### Property Manager:

<table>
<thead>
<tr>
<th>Wilhoit Properties</th>
<th>Michelle Gardner</th>
<th>(417) 890-3209</th>
</tr>
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<tbody>
<tr>
<td><a href="mailto:mgardner@wilhoitproperties.com">mgardner@wilhoitproperties.com</a></td>
<td>tbd</td>
<td>43-1432852</td>
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### Originator of Underwriter:

<table>
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<tr>
<th>Bank of Oklahoma</th>
<th>Lisa Albers</th>
<th>(918) 588-6420</th>
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<tr>
<td><a href="mailto:lalbers@bokf.com">lalbers@bokf.com</a></td>
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<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
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</table>

### Bond Issuer:

<table>
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<tr>
<th>NA</th>
<th>Contact Name</th>
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<tbody>
<tr>
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<tr>
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<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
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### Syndicator:

<table>
<thead>
<tr>
<th>Raymond James</th>
<th>James Dunton</th>
<th>(727) 567-4803</th>
</tr>
</thead>
<tbody>
<tr>
<td><a href="mailto:James.Dunton@raymondjames.com">James.Dunton@raymondjames.com</a></td>
<td>TBD</td>
<td>59-2869297</td>
</tr>
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### Supportive Services Provider:

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### Supportive Services Provider:

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<tr>
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<th>Contact Name</th>
<th>Phone</th>
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<tbody>
<tr>
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<td>Proposed Fee</td>
<td>Tax ID Number (TIN)</td>
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<tr>
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### Title Company

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<tr>
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<tr>
<td>Dan Phares</td>
<td>(512) 279-7273</td>
<td></td>
</tr>
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<thead>
<tr>
<th>Email</th>
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<tr>
<td><a href="mailto:dphares@independencetitle.com">dphares@independencetitle.com</a></td>
<td>tbd</td>
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This is a direct or indirect, financial, or other interest with Applicant or other team members*  No

### Application Consultant:

<table>
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This is a direct or indirect, financial, or other interest with Applicant or other team members*  

### ESA Provider:

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<tr>
<td>Charlie Summers</td>
<td>(214) 217-4330</td>
<td></td>
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<table>
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<tr>
<td><a href="mailto:csummers@progeaglobal.com">csummers@progeaglobal.com</a></td>
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This is a direct or indirect, financial, or other interest with Applicant or other team members*  No

### Scope and Cost Review (formerly PCA) Provider:

<table>
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This is a direct or indirect, financial, or other interest with Applicant or other team members*  

### Preservation Consultant:

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<table>
<thead>
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<td>NA</td>
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This is a direct or indirect, financial, or other interest with Applicant or other team members*  

### Other:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sallie Burchett</td>
<td>(512) 473-2527</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Email</th>
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</thead>
<tbody>
<tr>
<td><a href="mailto:sallie.burchett@divaimaging.com">sallie.burchett@divaimaging.com</a></td>
<td>tbd</td>
<td>Yes</td>
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</tbody>
</table>

This is a direct or indirect, financial, or other interest with Applicant or other team members*  Yes
Tab 42 – Development Team
Explanation of Relationships

JCM Ventures is owned by Jacob, LLC Mooney who is the developer, member of the applicant and guarantor. Diva Imaging LLC is owned by Sallie Burchett who is a member of the applicant and a co-developer.
43

Architect Certification Form
The form for the certification will be posted to the Department's website at http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm.

NOTE: The certification requires a separate statement be submitted that describes how the accessibility requirements for the physically accessible /hearing and visual impaired Units will be met, along with related parking requirements. Be sure this statement is attached to this certification. Forms signed by the architect in Tabs 23(a), (b), and (c) may meet this requirement.
Engineer/Architect Certification

I (We) certify that the Development will be designed and built to meet the accessibility requirements of the Federal Fair Housing Act as implemented by HUD at 24 CFR Part 100 and the Fair Housing Act Design Manual, Titles II and III of the Americans with Disabilities Act (42 U.S.C. Sections 12131-12189) as implemented by the Department of Justice regulations at 28 CFR Parts 35 and 36, and the Department’s Accessibility rules in 10 TAC Chapter 1, Subchapter B, in effect at the time of certification.

I (we) certify that all materials submitted to the Department by the Architect or Applicant constitute records of the Department subject to Chapter 552, Tex. Gov’t Code, and the Texas Public Information Act.

I (We) certify that in accordance with Section 504 of the Rehabilitation Act of 1973 and implemented at 24 CFR. Part 8, if the Development includes the New Construction or substantial rehabilitation of multifamily units (4 or more units), at least five percent (5%) of all dwelling units will be designed and built to be accessible for persons with mobility impairments. A unit that is on an accessible route and is adaptable and otherwise compliant with the 2010 ADA Standards with the exceptions listed in “Nondiscrimination on the Basis of Disability in Federally Assisted Programs and Activities” (Federal Register 79 FR 29671) meets this requirement. In addition, at least two percent (2%) of all dwelling units will be designed and built to be accessible for persons with hearing or vision impairments.

I (We) certify that the requirements of Section 504 of the Rehabilitation Act of 1973 and implemented at 24 CFR. Part 8 and Tex. Gov’t Code §§2306.6722 and 2306.6730, will be met as described in 10 TAC Chapter 1, Subchapter B, including the accessibility requirements relating to Unit Type distribution.

I (We) certify that I (We) have reviewed and understand the Department's fair housing educational materials posted on the Department's website as of the beginning of the Application Acceptance Period.

I (We) acknowledge that the Department may publish the full Development Plan on the Department’s website, release the Development Plan in response to a request for public information and make other use of the Development Plan as authorized by law.

I (We) certify that if the Development includes the New Construction or Rehabilitation of single family units (1 to 3 units per building), every unit will be designed and built to meet the accessibility requirements of Tex. Gov’t Code §2306.514, as it may be amended from time to time.

I (We) have attached a statement describing how, regardless of building type, all Units accessed by the ground floor or by elevator (“affected units”) meet the requirements at 10 TAC
§11.101(b)(8)(B), or the Applicant has requested a waiver of specific provisions of 10 TAC §11.101(b)(8)(B) as necessary for Rehabilitation Developments.

I(We) certify that all accessible Units under 10 TAC Chapter 1, Subchapter B will be dispersed throughout the Development.

If the Applicant is applying for Multifamily Direct Loan funds, I (We) further certify that the Development meets the Property Standards in 24 CFR §92.251 or 24 CFR §93.301 and as further outlined in 10 TAC Chapters 11 and 13, as applicable.

If the Applicant is applying for Housing Tax Credits, Tex. Gov’t Code §2306.6712(d)(4) requires that the board by vote approve or reject an amendment that would result in a reduction of 3% or more in the square footage of the units or common areas. I(We) certify that the net rentable square footage of the Development is 71,436 square feet, and the common area square footage (to include all enclosed space for resident use such as interior corridors, property management offices, resident services offices, 24 hour front desk offices, clubrooms, lounges, community kitchens, community restrooms, exercise rooms, laundry rooms, mailbox areas, food pantries, meeting rooms, libraries, computer labs, classrooms, maintenance areas, break rooms, and flex space for resident use) is 2,669 square feet. This certification will be applied for square footage comparison at Cost Certification, unless the application is amended prior to Cost Certification.

This certification meets the requirement that the Applicant provide a certification from the Development engineer or an accredited architect after careful review of the Department’s accessibility requirements, including Tex. Gov’t Code §§2306.6722 and 2306.6730.

By: Michael J. Kleffner

Signature

February 17, 2020

Date

Michael J. Kleffner

Printed Name

27991 Texas

License Number and State

Wallace Architects, LLC

Firm Name (If applicable)
February 14, 2020

Ms. Margaret Holloway  
Texas Department of Housing and Community Affairs  
221 East 11th Street  
Austin, Texas 78701  

RE:  Brownsville Lofts, 20093, Brownsville, Texas  
Architect’s Accessibility Statement

Dear Ms. Holloway:

The development is comprised of two (2) apartment buildings with a total of 70 units. Based on this layout, the following statement describes how the development complies with the Fair Housing Requirements per 10 TAC §10.101(b)(8)(B).

**DISTRIBUTION OF TOTAL NUMBER OF UNITS BY TYPE**
- Twenty Four (24) one bedroom, one bathroom type units
- Twenty Four (24) two bedroom, two bathroom type units
- Twenty Two (22) three bedroom, two bath type units

**MOBILITY UNITS – 4, 5%**
- One (1) one bedroom, one bathroom type unit
- Two (2) two bedroom, two bathroom type units
- One (1) three bedroom, two bathroom type unit

**HEARING AND VISUAL IMPAIRMENT UNITS - 2, 2%**
- One (1) one bedroom, one bathroom type unit
- One (1) two bedroom, two bathroom type unit

**PARKING - 109, 0.05%**
- 7 accessible
- 102 standard spaces

Sincerely,  
WALLACE ARCHITECTS, LLC.

Michael J. Kleffner  
Project Manager

302 Campusview Drive Suite 208, Columbia MO 65201 573/256/7200
May 13, 2020

Ms. Margaret Holloway  
Texas Department of Housing and Community Affairs  
221 East 11th Street  
Austin, Texas 78701  

RE: Brownsville Lofts, 20093, Brownsville, Texas  
Architect’s Accessibility Statement  

Dear Ms. Holloway:  

The development is comprised of two (2) apartment buildings with a total of 70 units. Based on this layout, the following statement describes how the development complies with the Fair Housing Requirements per 10 TAC §10.101(b)(8)(B).  

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- Twenty Four (24) one bedroom, one bathroom type units  
- Twenty Four (24) two bedroom, two bathroom type units  
- Twenty Two (22) three bedroom, two bath type units  

MOBILITY UNITS – 4, 5%  

- One (1) one bedroom, one bathroom type unit  
- Two (2) two bedroom, two bathroom type units  
- One (1) three bedroom, two bathroom type unit  

HEARING AND VISUAL IMPAIRMENT UNITS - 2, 2%  

- One (1) one bedroom, one bathroom type unit  
- One (1) two bedroom, two bathroom type unit  

PARKING - 109, 0.05%  

- 7 accessible  
- 102 standard spaces  

Sincerely,  
WALLACE ARCHITECTS, LLC.  

[Signature]  
Michael J. Kleffner  
Project Manager
Evidence of Experience
Evidence of Experience Must be Provided Behind this Tab

Pursuant to §11.204(6) of the QAP, a Principal of the Developer, Development Owner, or General Partner must establish that they have experience in the development of 150 units or more.

Evidence of experience behind this tab includes:

- An Experience certificate issued by the Department under the 2014-2019 Uniform Multifamily Rules.
- An Experience certificate issued by the Department under the 2020 QAP.
- An Application for experience and supporting documentation in accordance with §11.204(6)(A)(i)-(ix).
- Evidence from the Department that the application for experience was received and is being processed by the Department.

Alternatively, pursuant to §13.5(h)(1) of the Multifamily Direct Loan Rule, Applicants requesting MFDL as the only source of Department funds may meet the Experience Requirement by providing evidence of the successful development and operation for at least 5 years of at least twice as many affordability restricted units as requested in the Application.

Documentation provided behind this tab meets the alternative Experience Requirement in §13.5(h)(1).

DUNS Number and System for Award Management (SAM.gov) registration (Direct Loan Applications Only)

The Office of Management and Budget (OMB) requires grant applicants to provide a Dunn and Bradstreet (D&B) Data Universal Numbering System (DUNS) number when applying for Federal grants, including Direct Loan funds, on or after October 1, 2003. The DUNS number will supplement other identifiers required by statute or regulation, such as tax identification numbers. To apply for a DUNS number applicants can go to the Dunn & Bradstreet website:

http://fedgov.dnb.com/webform

Once applicants have obtained a DUNS number, they must register with the SAM database:
https://sam.gov/portal/public/SAM

Applicants may provide this information with the Application or upon award.

- Evidence of SAM.gov registration for the applicant entity is attached behind this tab.
- Evidence of SAM.gov registration for the applicant entity will be provided upon award.

Davis Bacon Labor Standards (Direct Loan Applications Only)

24 CFR §92.354, Davis-Bacon Act (40 U.S.C. §§276(a)-276(a)(5), the Davis-Bacon Related Acts, the Contract Work Hours and Safety Standards Act, and the Copeland (Anti-Kickback) Act (40 U.S.C. §276(c)) apply to developments being assisted with Direct Loan funds if (Select all that apply):

- Twelve (12) or more Direct Loan-assisted units will be rehabilitated or constructed under one construction contract.
- Community Development Block Grant (CDBG) funds (including NSP1 PI) are being used to support the Development, which requires a lower number of units (8) be used as a threshold.
December 9, 2016

Mr. Jacob Mooney
10777 Barkley Street
Overland Park, Kansas 66211

RE: REQUEST FOR EXPERIENCE CERTIFICATE UNDER 2017 UNIFORM MULTIFAMILY RULES

Dear Mr. Mooney:

We have reviewed your request for an experience certificate, which is provided to individuals that meet the requirements of §10.204(6) of the Uniform Multifamily Rules. In order to meet the experience requirements an individual must establish that they have experience in the development and placement in service of at least 150 residential units. We find that the documentation you have provided is sufficient to establish this required experience. Additionally, you have certified to compliance with the requirements of §10.204(6)(B), including the following requirements:

(ii) Experience may not be established for a Person who at any time within the preceding three years has been involved with affordable housing in another state, in which the Person or Affiliate has been the subject of issued IRS Form 8823 citing non-compliance that has not been or is not being corrected with reasonable due diligence. ....

(iv) Notwithstanding the foregoing, no person may be used to establish such required experience if that Person or an Affiliate of that Person would not be eligible to be an Applicant themselves.

Should you choose to participate as a member of the Development Team or an individual providing experience for any Application submitted for funding, a Previous Participation Review (10 TAC §1.5) may be conducted prior to any award of funds. Additionally, should it be determined at any point in time that the information provided in your request for experience is fraudulent, knowingly falsified, intentionally or negligibly materially misrepresented, or omits relevant information, this certificate of experience is null and void and you may be subject to other sanctions under the Texas Department of Housing and Community Affairs’ rules and requirements.
If you have any questions or concerns regarding this certificate or the experience requirements, please contact Marni Holloway at marni.holloway@tdhca.state.tx.us.

Sincerely,

Marni Holloway
Director of Multifamily Finance
Applicant Credit Limit
Documentation and Certification
Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of Competitive Housing Tax Credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor (unless the Guarantor is also the General Contractor, and is not a Principal of the Applicant, Developer, or Affiliate of the Development Owner). All Applications must be identified herein to ensure that the Department is advised of all Applications, Applicants, Affiliates, Developers, General Partners or Guarantors involved to avoid any statutory violation of Texas Government Code, §2306.6711(b).

Instructions:
Complete Part I of this form. For each person or entity in Part I that answers "Yes" to Part I b., a Part II form must be submitted (i.e. if 4 persons/entities answer "Yes" to Part I b., then 4 separate Part II forms must be provided).

Part I. Applicant Credit Limit Documentation

<table>
<thead>
<tr>
<th></th>
<th>Applicant, Developers, Affiliates, and Guarantors - List below all entities or Persons meeting the definition of Applicant, Affiliate, Developer or Guarantor.</th>
<th></th>
<th>b. Person/entity has at least one other application in the current Application Round.</th>
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</thead>
<tbody>
<tr>
<td>1.</td>
<td>Jacob Mooney</td>
<td>No</td>
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<tr>
<td>2.</td>
<td>JCM Ventures, LLC</td>
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<td>3.</td>
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<td>4.</td>
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<td>6.</td>
<td>Diva Imaging LLC</td>
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</table>

Individually, or as the General Partner(s) of officer(s) of the Applicant entity, I (we) certify that we are submitting behind this tab one signed Credit Limit Certification form for each person and/or entity that answered "Yes" to Part I b. above.

By: [Signature of Applicant] 2-10-20  Its: Authorized Signer
Community Input
## Community Input Scoring Items

**TDHCA#: 20093**

**Self Score Total: 138**

### 1. Local Government Support - §11.9(d)(1)
- **Resolution(s) of either "no objection" or "support" is included behind this tab.**
  - Points Requested: 17
  - **Name of Local Government Body:** City of Brownsville
  - **Name of Local Government Body (if applicable):**

**Note that resolutions are due February 28, 2020**

### 2. Quantifiable Community Participation - §11.9(d)(4)
- **Application expects to receive QCP points.**
  - Points Requested: 4

**Input from Community Organizations - §11.9(d)(6)**

<table>
<thead>
<tr>
<th>A. United Way of Southern Cameron County</th>
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<tbody>
<tr>
<td><strong>Name of Community Organization:</strong> United Way of Southern Cameron County</td>
</tr>
<tr>
<td><strong>Contact Name:</strong> Traci Wickett</td>
</tr>
<tr>
<td><strong>Support:</strong></td>
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<table>
<thead>
<tr>
<th>B. Brownsville Affordable Homeownership Corporation</th>
</tr>
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<tbody>
<tr>
<td><strong>Name of Community Organization:</strong> Brownsville Affordable Homeownership Corporation</td>
</tr>
<tr>
<td><strong>Contact Name:</strong> Steven D. Solis</td>
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<tr>
<td><strong>Support:</strong></td>
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<table>
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<tr>
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<tr>
<td><strong>Name of Community Organization:</strong> Communities in Schools</td>
</tr>
<tr>
<td><strong>Contact Name:</strong> Eva Perez</td>
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<tr>
<td><strong>Support:</strong></td>
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<table>
<thead>
<tr>
<th>D. Cameron County Housing Finance Corporation</th>
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</thead>
<tbody>
<tr>
<td><strong>Name of Community Organization:</strong> Cameron County Housing Finance Corporation</td>
</tr>
<tr>
<td><strong>Contact Name:</strong> Sergio Gonzales</td>
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<tr>
<td><strong>Support:</strong></td>
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<thead>
<tr>
<th>E.</th>
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<th>F.</th>
<th>Name of Community Organization</th>
</tr>
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<tbody>
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<td><strong>Contact Name:</strong></td>
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</table>

**Note that if there is no Representative, both items will be scored as neutral. Letters are due February 28, 2020.**

**Input from State Representative - §11.9(d)(5)**

- **Letter of either support, neutrality, or opposition is included behind this tab.**
  - Points Requested: 8
  - **Letter stating that no letter expressing support, neutrality, or opposition will be provided is included behind this tab.**

**Note that QCP Packets are due February 28, 2020 and MAY NOT be submitted by the Applicant. Packets MUST be received from Neighborhood Organization!**

- **No letter from a State Representative is included behind this tab.**

**Note that QCP Packets are due February 28, 2020 and MAY NOT be submitted by the Applicant. Packets MUST be received from Neighborhood Organization!**

**Application expects to receive QCP points.**

- **Letter of either support, neutrality, or opposition is included behind this tab.**
  - Points Requested: 4

**Note that if there is no Representative, both items will be scored as neutral. Letters are due February 28, 2020.**

- **No letter from a State Representative is included behind this tab.**

**Note that QCP Packets are due February 28, 2020 and MAY NOT be submitted by the Applicant. Packets MUST be received from Neighborhood Organization!**
RESOLUTION NUMBER 2020-011

RESOLUTION OF THE CITY OF BROWNSVILLE, TEXAS SUPPORTING THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS APPLICATION FOR A PROPOSED AFFORDABLE HOUSING COMMUNITY KNOWN AS BROWNSVILLE LOFTS TO BE LOCATED AT 1860 CENTRAL BOULEVARD, BROWNSVILLE, CAMERON COUNTY, TEXAS; PROVIDING FOR CITY OF BROWNSVILLE FINANCIAL SUPPORT, AND AUTHORIZING SUCH OTHER ACTIONS NECESSARY OR CONVENIENT TO CARRY OUT THIS RESOLUTION.

WHEREAS, Brownsville Housing Partners, LP has proposed a development for affordable rental housing at 1860 Central Boulevard named Brownsville Lofts in the City of Brownsville; and,

WHEREAS, Brownsville Housing Partners, LP has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs (TDHCA) for 2020 Competitive 9% Housing Tax Credits for Brownsville Lofts; and,

WHEREAS, the City of Brownsville confirms it will provide reduced permit fees in the amount of $500 for the benefit of the Project.

NOW THEREFORE, BE IT RESOLVED, that the City of Brownsville, acting through its governing body, hereby confirms that it supports the TDHCA application for the proposed Brownsville Lofts development located at 1860 Central Boulevard, and that this formal action has been taken to put on record the opinion expressed by the City Commission of the City of Brownsville on February 18, 2020; and,

BE IT FURTHER RESOLVED that the City of Brownsville, acting through its governing body, hereby authorizes the City Manager of the City of Brownsville, Texas to grant a five hundred dollars ($500) permit fee reduction for Brownsville Lofts to meet program criteria; and,

BE IT FURTHER RESOLVED that the City of Brownsville, acting through its governing body, hereby authorizes, empowers, and directs the City Manager of the City of Brownsville, Texas to certify this resolution to the Texas Department of Housing and Community Affairs.

DULY PASSED, ADOPTED AND APPROVED by the City Commission of the City of Brownsville, Texas on the 18th day of February 2020.

Juan "Trey" Mendez III, Mayor
City of Brownsville, Texas

ATTEST:

Griselda Rosas, Interim City Secretary
City of Brownsville, Texas
January 23, 2020

Mr. Bobby Wilkinson, Executive Director  
Texas Department of Housing and Community Affairs  
221 East 11th Street  
Austin, Texas 78701

RE: Brownsville Lofts TDHCA ID 20093 1860 Central Boulevard Brownsville, TX 78520

Dear Mr. Wilkinson,

I received the Public Notification for Brownsville Lofts located at the above address in Texas State House District 37, which I represent.

I am pleased to lend my support to this Development which will serve the constituents in my District.

Sincerely,

Alex Dominguez  
State Representative  
District 37  
Texas House of Representatives
February 3, 2020

Ms. Marni Holloway
Director of Multifamily Finance
Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, Texas 78701

RE: Brownsville Lofts, TDHCA #20093 in Brownsville, Texas

Dear Ms. Holloway:

Please accept this letter in support of Brownsville Lofts, an affordable housing development to be located at 1860 Central Boulevard in Brownsville, Cameron County.

United Way of Southern Cameron County is a 501(3)(c) nonprofit organization that fights for the health, education and financial stability of every person in our community. As an organization that regularly works within the area and has a primary purpose of bettering the community, we believe that Brownsville Lofts will serve our clients well and will promote a high quality of life for the underserved citizens of Brownsville and Cameron County.

Should you have any questions or concerns, please do not hesitate to contact me at any of the addresses above. Thank you for your consideration.

Sincerely,

Traci Wickett
President & CEO
Exemption Verification Letter

Texas Comptroller of Public Accounts
Austin, TX 78774

February 06, 2020

UNITED WAY OF SOUTHERN CAMERON COUNTY
634 E LEVEE ST
BROWNSVILLE, TX 78520-5214

According to the records of the Comptroller of Public Accounts, the following exemption(s) from Texas taxes apply to the above organization(s):

- Franchise tax, as of 08-01-1955
- Sales and use tax, as of 08-29-1977

(provide Texas sales and use tax exemption certificate Form 01-339 (Back) to vendor)

The entity is not exempt from hotel occupancy tax.

Texas taxpayer identification number: 17412413852

This exemption verification is not a substitute for the completed exemption certificates that are required when claiming exemption from Texas taxes. Vendors should be familiar with the requirements for accepting the certificates in good faith from their customers.

This exemption verification does not mean that the organization holds a permit for collecting or remitting any Texas taxes.

Exempt organizations must collect tax on most sales. For more information, please see our publication Exempt Organizations: Sales and Purchases (96-122). Online registration is available.

For information concerning sales taxpayer permit status, please use the vendor search we provide online.

Corporations that are registered in Texas with the Secretary of State must maintain a current registered agent and registered office address. Information is available from Business and Nonprofit Forms page of the Secretary of State's website. Additionally, out-of-state corporations, limited liability companies, or limited partnerships transacting business in Texas may need to file a Certificate of Authority or Registration with the Texas Secretary of State. More information is available from the Foreign or Out-of-State Entities page on the Secretary of State's website.

Our publications and other helpful information are available on our website. If you need more information, write to us at exempt.orgs@cpa.texas.gov, or call us at 800-252-5555.
United Way fights for the health, education and financial stability of every person in every community.

Mission Statement

United Way of Southern Cameron County improves lives by mobilizing the caring power of our communities to advance the common good.

Where We Work

We are located on the southern tip of Texas in Cameron County, including the cities of Brownsville, Los Fresnos, Olmito, Rancho Viejo, Laguna Vista, Laguna Heights, Port Isabel and South Padre Island.

About Us

We are here to bring our communities together to find and address those issues that are most important to you. Like helping children get a good start in school and in life. Like helping families become more self-sufficient. Like being sure people have access to good health care.

Working with people just like you, we put people and resources together to achieve remarkable results. We attain success on issues that matter to you and your neighbors.

You’ve supported our efforts as United Way of Southern Cameron County evolved from an important community fundraising organization to a leader in recognizing, utilizing and uniting the strengths of our strongest companies, nonprofit agencies, faith-based organizations, governmental entities, and individuals.

You have bold goals! So do we.

We are able to accomplish those goals by first learning from you what is most important. Our volunteers create a plan to address your priorities, building strong collaborations and replicating best practices from wherever we find transformational success. Much dedicated time and effort places your investment where it will achieve astounding (and measureable) results.
Our History

We've been good neighbors since 1955 when Ruben Edelstein raised $39,000 as the first campaign chair for the United Fund of Brownsville (our charter name). Then, as now, our goals were the same as most every family's – ensuring opportunity, inspiring hope and creating positive change.

When we became United Way of Southern Cameron County in 1993, we expanded our charitable activities to include Los Fresnos, Laguna Vista, Port Isabel, and South Padre Island. Our capacity to serve local communities grew because you believed in the integrity of our process and you valued the outcomes achieved by dedicated donors, volunteers, agencies, and collaborative partners that transformed lives for our neighbors.

Over the years, we answered the call to increase our capacity - to become a leading agent for real and sustainable change. Our annual campaign grew because you saw the needs and you met the challenge. By investing together and working together, you made success possible in education, healthcare, and increasing the standard of living in Southern Cameron County.

Today we help people help each other. Neighbors helping neighbors. For individuals, like your daughter in fifth grade, and for our community, as a wonderful place to live and achieve our dreams. It really does matter. Please join us.

Our location
634 East Levee Street
Brownsville, TX 78520
EDUCATION

UNITED WAY'S COMMITMENT TO EDUCATION

Education is the foundation for a good life. Access to high-quality early childhood education has proven to lead to better academic achievement during the school years. On-time high school graduation opens the door to a world of opportunities in higher education and the workplace.

OUR GOAL

United Way of Southern Cameron County works to ensure that every child in our community has early learning opportunities, academic success in core curriculum and an education that leads to employment with a living wage.

OUR STRATEGIES

United Way's model focuses on supportive communities, effective schools and strong families — strategies and approaches rooted in research. Tackling the education challenge requires reframing education on a birth to 21 continuum.

As the lead organization for Brownsville's Partners for Postsecondary Success, we embrace the Bill & Melinda Gates Foundation's goal of doubling the number of low-income young adults with postsecondary credentials leading to living wage employment by 2025.

United Way of Southern Cameron County has many education initiatives. You can read more about our work at these links:

- Success By 6
- Partners for Postsecondary Success
- Family Engagement for High School Success
- Plan for Third Grade Success

HOW YOU CAN HELP

To reach our goal, we need your help. Connecting communities to schools is the way we can bring about lasting change: parent involvement; volunteers in the classroom; business leaders engaged in education, strategy and advocacy. Volunteer to help.
FINANCIAL STABILITY

UNITED WAY HELPS FAMILIES ACHIEVE FINANCIAL STABILITY

As many as one-third of working Americans do not earn enough money to meet their basic needs. Wages have not kept pace with the rising cost of housing, healthcare and education and currently, 40 million Americans are working in low-paying jobs without basic health and retirement benefits. For families walking a financial tightrope, unable to save for college, a home or retirement, United Way is here to help.

OUR GOAL

Our goal is to help working families get on the road to financial independence and long term stability— to have sufficient income to sustain a family and savings to provide for retirement.

OUR STRATEGIES

To address the obstacles that prevent hard-working families from getting ahead financially, we promote community-change strategies to help families meet their basic needs while gaining the financial capability to increase their incomes and savings, access financial services and achieve their long-term financial goals.

United Way of Southern Cameron County and our local community partners are engaged in activities and initiatives to help build the financial stability of families in our communities. The Volunteer Income Tax Assistance project brought in over $4.8 million in Earned Income Tax Credits for people in Cameron County this year. These tax credits lift many out of poverty and put money into the pockets of working families every year. Employment is a key strategy to increasing income and savings.

Here are some links to pages that detail our work in Income:

- Homeownership
- Volunteer Income Tax Assistance
- Funded Income Partners

HOW YOU CAN HELP

Volunteers make United Way’s tax assistance and financial education programs possible. We need your help, even if you don’t have an accounting background. Volunteer to help.
HEALTH

UNITED WAY WORKS FOR A HEALTHIER SOUTH TEXAS

Good health allows children to be better students and adults to be stable, productive members of society. Access to health care, reducing risky behaviors and decreasing obesity in children and adults are fundamental to improving the overall health of our community.

OUR GOAL

Since 2008, we've been working to achieve our bold, 10-year goal: to increase by one-third the number of youth and adults who are healthy and avoid risky behaviors by 2018.

OUR STRATEGY

According to the County Health Rankings Report, 27% of the Cameron County population is obese and has a Body Mass indicator at or greater than 30%. 21,000 people have diabetes and over $182 million is spent annually on diabetic care in our county. Obesity increases the risk for numerous health conditions including coronary heart disease, type 2 diabetes, cancer, hypertension, dyslipidemia, stroke, liver and gallbladder disease, respiratory problems and osteoarthritis. Without insurance, access for all health conditions can be costly. Untreated health care issues often result in prolonged illness and increased medical expenses.

United Way committed to advocating for access to health care for everyone, supporting programs that reduce risky behaviors of children and adults and to ensuring our community has numerous opportunities for improved health and fitness.

HOW YOU CAN HELP

Organize a walking group, support others working toward a weight loss goal and advocate for access to healthcare.

CLICK HERE FOR FUNDED PARTNERS
United Way of Southern Cameron County fights for the health, education and financial stability of ev...

3,951 people like this
4,074 people follow this
1,196 check-ins

634 E Levee St (302.20 mi)
Brownsville, Texas 78520

(956) 548-6880
www.unitedwayrgv.org

Charity Organization · Nonprofit Organization

Price Range $
Hours 8:00 AM - 5:00 PM
Open Now

Facebook is showing information to help you better understand the purpose of a Page. See actions taken by the people who manage and post content.

Page created - August 14, 2010

See more of United Way of Southern Cameron County on Facebook
Recommendations and Reviews

Looks like everything's under control to me! You folks are busy!
December 10, 2015

Gracias por todo el apollo que nos das a toda la comunidad todo lo que hacen es hermoso para nuestros niños
August 16, 2016

Hats off to Reading!
March 5, 2018

Posts

United Way of Southern Cameron County shared an event.
2 hrs

Hats off to Reading! Join us at the Dr. Seuss Birthday Bash on March 2nd from 3:00 - 5:00 p.m. FREE admission to the Children's Museum of Brownsville for families who sign up for Bright by Text. #LiveUnited #Literacy #Education
United Way of Southern Cameron County - Home | Facebook

United Way of Southern Cameron County
@UnitedWayRGV

Home
About
Fundraisers
Events
Photos
Videos
Community
Reviews
Posts
Notes
Create a Page

See more of United Way of Southern Cameron County on Facebook

Log In or Create New Account
February 19, 2020

Marni Holloway
Director of Multifamily Finance
Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, Texas 78701

RE: Brownsville Lofts, TDHCA #20093 in Brownsville, Texas

Dear Ms. Holloway,

Please accept this letter in support of the aforementioned project. I am writing this letter to voice my support for Brownsville Lofts, an affordable housing development to be located in Brownsville at 1860 Central Boulevard in Cameron County.

The Brownsville Affordable Homeownership Corporation is a 501(3)(c) nonprofit organization that serves the Brownsville community by providing residents access to affordable housing and down payment assistance through the City of Brownsville. As an organization that regularly works within the area and has a primary purpose of bettering the community, we believe that Brownsville Lofts will serve our clients well and will promote a high quality of life for the underserved citizens of Brownsville and Cameron County.

Should you have any questions or concerns, please do not hesitate to contact me at (956)621-2813 or email at ssolis@bahc.us

Thank you for your consideration.

Sincerely,

Steven D. Solis
Executive Director
Exemption Verification Letter

The page is not loading with data due to system maintenance or an error. Please try refreshing the page or check back later.

Texas Comptroller of Public Accounts
Austin, TX 78774

February 23, 2020

BROWNSVILLE AFFORDABLE HOMEOWNERSHIP CORPORATION
600 SPRINGMART BLVD STE 7
BROWNSVILLE, TX 78526-4267

According to the records of the Comptroller of Public Accounts, the following exemption(s) from Texas taxes apply to the above organization(s):

- Franchise tax, as of 02-11-2003
- Sales and use tax, as of 02-11-2003

(provide Texas sales and use tax exemption certificate Form 01-339 (Back) to vendor)

The entity is not exempt from hotel occupancy tax.

Texas taxpayer identification number: 19000700740

This exemption verification is not a substitute for the completed exemption certificates that are required when claiming exemption from Texas taxes. Vendors should be familiar with the requirements for accepting the certificates in good faith from their customers.

This exemption verification does not mean that the organization holds a permit for collecting or remitting any Texas taxes.

Exempt organizations must collect tax on most sales. For more information, please see our publication Exempt Organizations: Sales and Purchases (96-122). Online registration is available.

For information concerning sales taxpayer permit status, please use the vendor search we provide online.

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Our publications and other helpful information are available on our website. If you need more information, write to us at exempt.orgs@cpa.texas.gov, or call us at 800-252-5555.
Our Program

The Brownsville Affordable Homeownership Corporation (BAHC) is a 501 C (3) Non-Profit organization established for the purpose of providing housing opportunities for low to moderate income families.

Housing opportunities made equal (HOME) was created under Title II of the National Affordable Housing Act of 1990, and are designed to provide affordable housing to low income households and expand the capacity of non-profit housing providers, as well as develop and implement affordable housing strategies tailored to local needs.

We offer

- Free initial application
- Assistance to qualified buyers from $1000 to $14,500
- Programs to become a homeowner
- Homeownership training
- View our income qualifications.

Complete 1 of the applications below.
Qualifications

The Brownsville Affordable Homeownership Corporation (BAHC) is a 501 C (3) Non-Profit organization established for the purpose of providing housing opportunities for low to moderate income families. To read the chart: Choose the family size that pertains to you. The income limits that are listed are maximum amounts for that particular family size.

Example: A family of 4 can make a maximum of $41,900 annually to qualify for the program. There are certain conditions that assist the family in determining their eligibility. Only income of adult household members are calculated, not those under the age of 18.

<table>
<thead>
<tr>
<th>FAMILY SIZE</th>
<th>50% OF MFI</th>
<th>80% OF MFI</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$18,350</td>
<td>$29,350</td>
</tr>
<tr>
<td>2</td>
<td>$21,000</td>
<td>$32,550</td>
</tr>
<tr>
<td>3</td>
<td>$23,600</td>
<td>$37,750</td>
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<tr>
<td>4</td>
<td>$26,200</td>
<td>$41,900</td>
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<td>5</td>
<td>$28,300</td>
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<td>7</td>
<td>$32,500</td>
<td>$52,000</td>
</tr>
<tr>
<td>8</td>
<td>$34,600</td>
<td>$55,350</td>
</tr>
</tbody>
</table>

To read the chart: Choose the family size that pertains to you. The income limits that are listed are maximum amounts for that particular family size. Contact us today to see if you qualify.
HOME BUYER PROGRAM
INITIAL INTERVIEW QUESTIONS

Waiting List: __________________________ Date: ________________

Name: Applicant ___________________________________ Telephone No. (Home) __________________________

Spouse __________________________________________ Telephone No. (Work) __________________________

Address:

1. Do you know this is a loan program? Response: _________________________________________________

2. Do you reside or, are you employed in a business in the city of Brownsville? Response: __________________________

3. Have you owned a property (house) in the past three (3) years? Response: __________________________

4. If renting: Landlords Name and Address, __________________________________________________________

Telephone No. __________________________________________________________ Amount of Rent: ______

5. What are your sources of income (SS, SSI, Employment) monthly income. Response: __________________________

If employed, Employer’s Name: _________________________________________________________________

Hourly Rate: __________________________ Employer Telephone No. __________________________

Years at present employer: __________________________

If less than two (2) years, give previous:

Employer’s Name: _________________________________________________________________

Telephone No. __________________________________________

6. Do you have a checking or saving account? ______ If Yes, (Name of Bank) __________________________

7. What are your existing expenses? (Do not include utility expenses) other debts credit cards, auto payment, child support, Sears, JCPenny’s etc. response:

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Monthly Payment</th>
<th>Company Name</th>
<th>Monthly Payment</th>
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<td>6.</td>
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8. What is your family size? ____________ How many rooms do you require: __________________________

List Family members:

<table>
<thead>
<tr>
<th>Name(s)</th>
<th>Age(s)</th>
<th>Date of Birth</th>
<th>Relationship</th>
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9. Estimated monthly payment that you would want to incur of $ __________________________

Signature of Applicant: __________________________________ Date: ______________

Interview By: __________________________ Date: ______________

Action taken: __________________________________________
REQUEST CREDIT REPORT

**Applicant**

Name: ________________________________________________________________

Date of Birth: ___________________________ Age: ______ Social Security No. _______________________

Present Address: ___________________________________________________ Apt. ______

City ___________________________ State ______ Zip Code ______

Previous Address: _____________________________________________________

Employer: __________________________________________________________ Hourly Rate: ______ No Hours per week: ______

Employer Address: ___________________________________________________

Length of time with present employment: _________________________________

Employer Phone No. ________________________________________________

**Co-Applicant**

Name: ________________________________________________________________

Date of Birth: ___________________________ Age: ______ Social Security No. _______________________

Present Address: ___________________________________________________ Apt. ______

City ___________________________ State ______ Zip Code ______

Previous Address: _____________________________________________________

Employer: __________________________________________________________ Hourly Rate: ______ No Hours per week: ______

Employer Address: ___________________________________________________

Length of time with present employment: _________________________________

Employer Phone No. ________________________________________________

Applicant Signature: ____________________________________ Co-Applicant Signature: ________________________
GENERAL AUTHORIZATION

I hereby authorize the Brownsville Affordable Homeownership Corporation to verify my past and present employment earnings records, bank accounts, stock holdings and any other asset balances needed to process, my mortgage application.

I further authorize the Brownsville Affordable Homeownership Corporation to order a mortgage credit report and verify all other information, including past and present mortgage and landlord references. It is understood that a photocopy of this document shall also serve as an authorization to provide the information requested.

The information obtained is only to be used in the processing of my mortgage loan application.

_________________________________   _______________   _________________________
Signature of Applicant               Date                       Social Security Number

_________________________________   _______________   _________________________
Signature of Co-Applicant            Date                       Social Security Number
February 25, 2020

Marni Holloway
Director of Multifamily Finance
Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, Texas 78701

RE: Brownsville Lofts, TDHCA #20093 in Brownsville, Texas

Dear Ms. Holloway,

Please accept this letter in support of the aforementioned project. I am writing this letter to voice my support for Brownsville Lofts, an affordable housing development to be located in Brownsville at 1860 Central Boulevard in Cameron County.

Communities in Schools of Cameron County is a 501(3)(c) nonprofit organization that serves the Brownsville community by providing residents with [list services]. As an organization that regularly works within the area and has a primary purpose of bettering the community, we believe that Brownsville Lofts will serve our clients well and will promote a high quality of life for the underserved citizens of Brownsville and Cameron County.

Should you have any questions or concerns, please do not hesitate to contact me at 956-554-7954 or evaperez@ciscameroncounty.org. Thank you for your consideration.

Sincerely,

[Signature]

Eva Perez
Executive Director
Communities in Schools of Cameron County
356 N. Sam Houston Blvd.
San Benito, TX 78586
Exemption Verification Letter

The page is not loading with data due to system maintenance or an error. Please try refreshing the page or check back later.

Texas Comptroller of Public Accounts
Austin, TX 78774

February 26, 2020

COMMUNITIES IN SCHOOLS OF CAMERON COUNTY
356 N SAM HOUSTON BLVD
SAN BENITO, TX 78586-4657

According to the records of the Comptroller of Public Accounts, the following exemption(s) from Texas taxes apply to the above organization(s):

- Franchise tax, as of 07-26-1995
- Sales and use tax, as of 07-26-1995

(provide Texas sales and use tax exemption certificate Form 01-339 (Back) to vendor)

The entity is not exempt from hotel occupancy tax.

Texas taxpayer identification number: 17427460906

This exemption verification is not a substitute for the completed exemption certificates that are required when claiming exemption from Texas taxes. Vendors should be familiar with the requirements for accepting the certificates in good faith from their customers.

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Our publications and other helpful information are available on our website. If you need more information, write to us at exempt.orgs@cpa.texas.gov, or call us at 800-252-5555.
Our Mission

The mission of Communities In Schools is to surround students with a community of support, empowering them to stay in school and achieve in life.
Why Communities In Schools?

Communities In Schools (CIS) believes that caring, one-on-one relationships between adults and young people make the crucial difference. Programs don’t change kids – relationships do. CIS creates comprehensive, locally controlled and owned support systems around schools. In partnership with the local system, CIS identifies the most critical needs of students and families – needs that are preventing children from succeeding in school, and in life.

CIS then locates and coordinates community resources, dedicated volunteers and agencies to serve in partnership with the public schools, both during the day and after school, thereby making the work of our educators much more effective. Thus, coordination of effort and accountability for results are essential aspects of the service CIS provides – because, too often, well-meaning programs are not focused on overall school objectives. CIS ensures that the work of these outside agencies and volunteers is interconnected and integrated to provide the support schools need the most.
INTERESTED IN BECOMING A VOLUNTEER?

CLICK BELOW TO DOWNLOAD OUR HANDBOOK.

& Click here
First and foremost, it is the students themselves who guarantee CIS’ success. Last year, nearly one million young people demonstrated that hard work, commitment to learning and a desire to give back to peers and community can equal success. Parents give their approval and support to each child’s participation in CIS. They become involved in CIS’ mission, volunteer their time and often benefit themselves from parenting classes and other family-skills initiatives brokered into schools by CIS.

The school superintendent is the crucial player who approves CIS’ presence in each community. He or she invites CIS to explore the feasibility of establishing an initiative in the public schools, and acts as an advocate and facilitator for the CIS process. The school principal leads the school’s partnership with the CIS team, chairing meetings to introduce CIS to teachers and administrators, and making CIS an integral part of the life of the school. Teachers know their students better than anyone else at the school. They refer young people for needed services, create lesson plans with other members of the CIS team and often incorporate a “CIS class”
The CIS staff in each community is usually quite small, since CIS teams are created by relocating staff from other agencies. But the small core of paid staff comprising the CIS executive director, individual project directors and administrative staff are indispensable to the initiative’s success. The individuals receive in-depth training from CIS training institutes, leading the way in implementing the CIS collaborative strategies.

Lastly, Communities In Schools is truly a coordinated, cooperative approach to working with kids. As our name reflects, we bring the community into schools – and we need every one of our community partners.

For more information about our CIS National Office visit [https://www.communitiesinschools.org/](https://www.communitiesinschools.org/).
Support Communities in Schools - Cameron County

When you shop at smile.amazon.com by clicking below!

![Amazon Smile Logo](https://ciscameroncounty.org)

Support Our Local United Way of Cameron County

United Way of Southern Cameron County

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**Our Office..**

Communities In Schools of Cameron County
356 N. Sam Houston Blvd.
San Benito, TX 78586
Phone: (956) 554-7954

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**Hours of Operation..**

<table>
<thead>
<tr>
<th>Day</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sunday</td>
<td>Closed</td>
</tr>
<tr>
<td>Monday</td>
<td>8am-5pm</td>
</tr>
<tr>
<td>Tuesday</td>
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<tr>
<td>Wednesday</td>
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</tr>
<tr>
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<td>8am-5pm</td>
</tr>
<tr>
<td>Saturday</td>
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</tr>
</tbody>
</table>

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- [Twitter](#)
- [LinkedIn](#)

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**Donations..**

You hold the key to a bright future for the kids who need it the most.

Make a contribution to Communities In Schools today.

[Donate](#)

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© By Communities In Schools Cameron County
Join us for our Pi Day 5K on March 28, 2020 from 8:00 AM-9:30 at the Brownsville Sports Park.

Online Registration: https://piday5k-brownsville.gr8.com/

Join us for our 9th Annual Girls Just Wanna Have Fun Date: June 18, 2020
Time: 6:00 PM-10:00 PM Location: Brownsville Event Center

For more information call: 956-554-7954
THURSDAY, JUNE 18, 2020
AT BROWNSVILLE EVENT CENTER

Girls just wanna have fun

9th Annual Glam Party
Hair, Makeup, Beauty Tips, Nails, Spa Treatments, Music,
Food, Drinks, Silent Auction, Door Prizes and Shopping
Time: 6:00 PM-10:00 PM, Location: 1 Event Center, Brownsville, TX
For more information or tickets call (956) 554-7954

CHECK BACK PERIODICALLY AS WE UPDATE REGULARLY!

Support Communities in Schools - Cameron County

When you shop at smile.amazon.com by clicking below!
February 26, 2020

Marni Holloway  
Director of Multifamily Finance  
Texas Department of Housing and Community Affairs  
221 East 11th Street  
Austin, Texas 78701

RE: Brownsville Lofts, TDHCA #20093 in Brownsville, Texas

Dear Ms. Holloway,

Please accept this letter in support of the aforementioned project. I am writing this letter to voice my support for Brownsville Lofts, an affordable housing development to be located in Brownsville at 1860 Central Boulevard in Cameron County.

Cameron County Housing Finance Corporation “CCHFC” is a governmental instrumentality of Cameron County existing under the Texas Housing Finance Corporations Act, Chapter 394, Texas Local Government Code (the “Act”), for the public purpose of financing the cost of residential ownership and development that will provide decent, safe, and sanitary housing at affordable prices for residents of local governments. CCHFC serves the Brownsville community by providing residents with down payment assistance, single family home financing and small dollar loans. As an organization that regularly works within the area and has a primary purpose of bettering the community, we believe that Brownsville Lofts will serve our clients well and will promote a high quality of life for the underserved citizens of Brownsville and Cameron County.

Should you have any questions or concerns, please do not hesitate to contact me at 956-371-0339 or gonzalezse@lonestarnationalbank.com. Thank you for your consideration.

Sincerely,

Sergio Gonzalez  
President  
Cameron County Housing Finance Corporation  
1100 Monroe St.,  
Brownsville, TX 78520
Required Third Party Reports
ALL third-party reports must include the following statement:

“All persons who have a property interest in this report hereby acknowledge that the Department may publish the full report on the Department’s web site, release the report in response to a request for public information and make other use of the report as authorized by law.”

Complete the information below as applicable [§11.205].

1. **Environmental Site Assessment (ESA) (All Multifamily Applications)**
   - Prepared by: Progea
   - Date of Report: 2/11/20
   - Report recommends further studies or establishes environmental hazards that currently exist on the Property or off-site with the potential to affect the Property.
   - If the above box is checked, a statement is provided behind this tab signed by the Development Owner, that certifies the Development Owner will comply with any and all recommendations made by the ESA preparer.

2. **Environmental Clearance (Direct Loan applications only)**
   - All Applications for Direct Loans awarded HOME, NHTF, or NSP1 Pl must complete an environmental clearance process in accordance with 24 CFR Parts 50 or 58 or 24 CFR 93.301(f), as applicable, prior to engaging in choice limiting activities such as closing on land, loans, beginning demolition or construction activities, or entering into construction contracts. A Phase I Environmental Site Assessment (ESA) will not satisfy the environmental clearance required for use of Multifamily Direct Loan funds.
   - Property has already received Environmental Clearance from HUD under 24 CFR Parts 50 or 58 or 24 CFR 93.301(f), as applicable, and documentation of HUD Environmental Clearance is included behind this tab.
   - Applicant has submitted an environmental packet to TDHCA and clearance is pending.
   - Applicant has reviewed the environmental clearance materials available on the Department’s website and understands that clearance must be received prior to closing on the loan. [http://www.tdhca.state.tx.us/program-services/environmental/index.htm](http://www.tdhca.state.tx.us/program-services/environmental/index.htm)
   - A Third Party will aid in the completion of the environmental clearance process. If checked, complete the following:
     - Name of Firm:
     - Contact Person:
     - Contact Telephone:
     - Email:

3. **Primary Market Area Map**
   - Primary Market Area (PMA) map with definition of PMA is included behind this tab.
     - Prepared by: Gibson Consulting, LLC
     - Date of Report: 2/14/20

4. **Scope and Cost Review (SCR) (formerly PCA)**
   - Prepared by: NA
   - Date of Report:

5. **Appraisal**
   - Prepared by: NA
   - Date of Report:

6. **Feasibility Report**
   - Prepared by: Crockett Engineering
   - Date of Report: 2/20/20
PMA MAP--BROWNSVILLE LOFTS

28 square miles
Population 99,168
**MARKET ANALYSIS SUMMARY**

Provider: Gibson Consulting, LLC  
Contact: Jim Howell  
Date: 2/14/2020  
Phone: (318) 524-0177

<table>
<thead>
<tr>
<th>Development</th>
<th>Target Population</th>
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<tr>
<td>Brownsville Lofts</td>
<td>general</td>
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<table>
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<tr>
<th>Definition of Elderly Age</th>
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<tr>
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<th>Longitude</th>
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<tr>
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(Decimal degree format)

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**CENSUS TRACTS**

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**Primary Market Area (PMA) page**

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28 Square Miles
Tie Breakers
### Tie-Breaker Information

#### Tie-Breaker #1 (10 TAC §11.7(1))
Applications proposed to be located in a census tract with a poverty rate below the average poverty rate for all awarded Competitive HTC Applications from the past three years, 17.0341 (with Region 11 adding an additional 15% to that value and Region 13 adding an additional 5% to that value), are eligible for the first tie-breaker. Any of the tied Applications that meet the first part of the tie-breaker will progress to the second part. Then the Development in the census tract with the highest percentage of statewide rent burden for renter households at or below 80% Area Median Family Income (AMFI), will win the tie-breaker. Tied Applications that do not meet the first part of the tie-breaker or that are still tied after applying the second part of the tie-breaker will proceed to the second tie-breaker to break the tie.

<table>
<thead>
<tr>
<th>Is Site in a Region other than 11 or 13?</th>
<th>No</th>
<th>Poverty Rate = NA</th>
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</thead>
</table>

**Poverty Rate is less than 17.0341.**

<table>
<thead>
<tr>
<th>Is Site in Region 11?</th>
<th>Yes</th>
<th>Poverty Rate = 27.6</th>
</tr>
</thead>
</table>

**Applicable Poverty Rate = 32.0341**

<table>
<thead>
<tr>
<th>Is Site in Region 13?</th>
<th>No</th>
<th>Poverty Rate = NA</th>
</tr>
</thead>
</table>

**Poverty Rate is less than 22.0341.**

| Rent Burden Rank = | 2711 (lower number wins tie) |

### Tie-Breaker #2 (10 TAC §11.7(2))
Applications proposed to be located the greatest linear distance from the nearest Housing Tax Credit assisted Development that serves the same Target Population and that was awarded less than 15 years ago according to the Department’s property inventory tab of the Site Demographic Characteristics Report.

- Development Longitude: -97.509149
- Development Latitude: 25.930654

Please triple check longitude and latitude.

**Target Population:** General

**Closest Development serving same Population:** Los Ebanos Apartments

**Application Number:** 7424

**Address:** 2133 Barnard Road, Brownsville, TX 78520

**Year of Award:** 2007
Deficiency Documents
In the course of the Department’s Housing Tax Credit Eligibility/Selection/Threshold and/or Direct Loan review of the above referenced application, a possible Administrative Deficiency as defined in §11.1(d)(2) and described in §11.201(7), §11.201(7)(A) and §11.201(7)(B) of the 2020 Uniform Multifamily Rules was identified. By this notice, the Department is requesting documentation to correct the following deficiency or deficiencies. Any issue initially identified as an Administrative Deficiency may ultimately be determined to be beyond the scope of an Administrative Deficiency, and the distinction between material and non-material missing information is reserved for the Director of Multifamily Finance, Executive Director, and Board.

1. Site plan says there are 110 parking spaces. Tab 23 and Tab 23c say 109.
2. In sheet CP1 of the plans, the office must have a van accessible parking space by it, and there must be an accessible space by the playground (van or not). These will both be spaces for office and amenities, leaving 108 (if there are 110 total parking spaces as the table in sheet CP1 says) spaces for the units; of these 108 parking spaces for the units, 5 must be accessible and one of the five must be van accessible. Thus, the site must have at least 7 accessible parking spaces and at least two of them must be van accessible (one at the office and one elsewhere on an accessible route so that it serves the dwelling units instead of the office or amenities). Please revise the drawing and table in sheet CP1, Tab 23c, and Tab 43, as applicable, to confirm the total number of parking spaces, including accessible parking spaces, that are proposed.
3. No plans of the 3rd floors of either building were submitted.
4. Neither the construction lender nor the permanent lender signed the financing narrative, nor did the equity provider sign it. Whereas the equity letter acknowledges the rates and terms of the other sources of financing, the construction loan letter and permanent loan letter do not. These two lenders must acknowledge the rates and terms whether by signing the financing narrative or otherwise.
5. Please revise Credit Limit Part I to name the development owner.

The above list may not include all Administrative Deficiencies such as those that may be identified upon a supervisory review of the application. Notice of additional Administrative Deficiencies may appear in a separate notification.

All deficiencies must be corrected or otherwise resolved by 5 pm Austin local time on the fifth business day following the date of this deficiency notice. Deficiencies resolved after 5 pm Austin local time on the fifth business day will have 5 points deducted from the final score. For each additional day beyond the fifth day that any deficiency remains unresolved, the application will be treated in accordance with §11.201(7)(B) of the 2020 Uniform Multifamily Rules. Applications with unresolved deficiencies after 5pm Austin local time on the seventh business day may be terminated.
All deficiencies related to the Direct Loan portion of the Application must be resolved to the satisfaction of the Department by 5pm Austin local time on the fifth business day following the date of this deficiency notice. Applications with unresolved deficiencies after 5pm Austin local time on the seventh business day will be suspended from further processing, and the Applicant will be notified to that effect, until the deficiencies are resolved. If, during the period of time when the Application is suspended from review, Direct Loan funds become oversubscribed, the Applicant will be informed that unless the outstanding item(s) are resolved within one business day the Application will be terminated. For purposes of priority under the Direct Loan set-asides, if the outstanding item(s) are resolved within one business day, the date by which the item is submitted shall be the new received date pursuant to §13.5(c) of the 2020 Multifamily Direct Loan Rule. Applicants should be prepared for additional time needed for completion of staff reviews.

Unless the person that issued this deficiency notice, named below, specifies otherwise, submit all documentation at the same time and in only one file using the Department’s Serv-U HTTPs System. Once the documents are submitted to the Serv-U HTTPs system, please email the staff member issuing this notice. If you have questions regarding the Serv-U HTTPs submission process, contact Liz Cline at liz.cline@tdhca.state.tx.us or by phone at (512)475-3227. You may also contact Jason Burr at jason.burr@tdhca.state.tx.us or by phone at (512)475-3986.

All applicants should review §§11.1(b) and 11.1(h) of the 2020 QAP and Uniform Multifamily Rules as they apply to due diligence, applicant responsibility, and the competitive nature of the program for which they are applying.

**All deficiencies must be corrected or clarified by 5 pm Austin local time on Wednesday, May 20, 2020. Please respond to this email as confirmation of receipt.**

Thanks,

Ben Sheppard
Specialist, Multifamily Finance
Texas Department of Housing and Community Affairs
Ph. 512.475.2122

Any person receiving guidance from TDHCA staff should be mindful that, as set forth in 10 TAC Section 11.1(b) there are important limitations and caveats (Also see 10 TAC §10.2(b)).
May 13, 2020

Mr. Ben Sheppard
Housing Specialist, Multifamily Finance
Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, TX 78701

Via: ben.sheppard@tdhca.state.tx.us

Re: Brownsville Lofts, Brownsville, Application #20093

Dear Mr. Sheppard:

Please see the following responses and associated attachments regarding the deficiency for HTC application #20093 Brownsville Lofts, dated May 13, 2020. The attachment includes documentation and evidence where applicable and is searchable using the attachment’s bookmarks.

1. Site plan says there are 110 parking spaces. Tab 23 and Tab 23c say 109.
   There will be 109 parking spaces. Please see the revised Site Plan depicting 109 parking spaces.

2. Please revise the drawing and table in sheet CP1, Tab 23c, and Tab 43, as applicable, to confirm the total number of parking spaces, including accessible parking spaces, that are proposed.
   Please see the revised Site Plan, Tab 23c, and Tab 43 to reflect a total of 109 parking spaces that includes 7 accessible parking spaces, 2 of which are van accessible.

3. No plans of the 3rd floors of either building were submitted.
   This item has been resolved per our email correspondence.

4. Neither the construction lender nor the permanent lender signed the financing narrative, nor did the equity provider sign it. These two lenders must acknowledge the rates and terms whether by signing the financing narrative or otherwise.
   Please see the attached copy of the financing narrative that has been signed by the Bank of Oklahoma and Cedar Rapids Bank and Trust that were signed prior to the Full Application being submitted.

5. Please revise Credit Limit Part I to name the development owner.
   This item has been resolved per our email correspondence.

Please let us know if you have any further questions or require further documentation by contacting Sarah H. Andre, at (512) 698-3369 or at sarah@structuretexas.com. Thank you for your consideration.

Sincerely,

Sarah H. Andre,
Accessible Parking Calculation

This worksheet is applicable to cases where ADA applies and all parking spaces are within a single parking lot. In cases where this worksheet cannot be used, create a certification specifying the types and numbers of parking spaces applicable, including standard and accessible parking for dwelling units and for amenities (e.g., office, mail kiosk, dumpster, pool, playground, etc.), and for each type of parking (e.g., surface spaces, carports, garages, etc.) for staff review. When creating your own parking certification, it is essential to state the number of standard parking spaces and APSs for dwelling units and for amenities and for each type of parking. Staff cannot review the proposal without this information.

Instructions for Submitting Accessible Parking Information

When the number of parking spaces for Units is equal to or greater than the number of Units:

If the number of parking spaces (surface spaces, carports, garages, etc.) that serve residential Units (as opposed to those for amenities and/or employees/visitors) is equal to or greater than the number of Units and are all on a single, unified parking lot, i.e., all spaces can be accessed without driving through a gate or over a public right of way and therefore into a separate parking lot, provide information for all sections of this form. With the exception of parking lots that are separated by limited access gates between an office/clubhouse lot and a dwelling lot, parking lots that are connected by accessible routes can be considered a single, unified lot.

When the number of parking spaces for Units is less than the number of Units:

If the number of parking spaces that serve residential Units (as opposed to those for amenities and/or employees/visitors) is less than the number of Units, create your own parking certification or use only the last section of this Accessible Parking Calculation form, i.e., “Distribution of APSs Among the Various Types of Parking”. For each type of parking space (surface spaces, carports, garages, etc.), the number of accessible parking spaces required will be the number indicated by ADA table 208.2, and the number of van accessible parking will be one for every six (6) of the accessible spaces required. These calculations must be made independently for each type of parking space.

When parking spaces are in more than one parking lot:

If parking spaces are in separate lots (e.g., inside and outside a gate, on different Development Sites, or on the same development site but only accessible to each other by driving outside the Development Site to drive into the other lot) that are not connected by accessible routes, use whichever set of instructions above applies to each of the lots. These calculations must be made independently for each such parking lot. Use as many copies of this form as needed to create your parking certification.

Although Fair Housing Standards may apply in unusual circumstances, ADA Standards typically determine the required number of Accessible Parking Spaces (APSs). Links to the applicable accessibility rules are provided below.

ADA Design Manual, Ch. 2, Sec. 208:  
FHA Design Manual Page 2.23:  

Accessible Parking for Facilities and Amenities

Determining the number of APSs that serve the dwelling units requires accounting for APSs that do not serve dwelling units. In the yellow spaces below, identify the individual amenities served by an APS and/or groups of amenities in close proximity that share a single APS. In the space to the right, state the number of APSs designated to serve the amenity or group identified. If parking is provided near dumpsters, at least 1 dumpster must have an APS. The total will be subtracted from the total of all types of parking spaces to determine the number of spaces that serve the dwelling units. DO NOT INCLUDE PARKING SPACES THAT SERVE DWELLING UNITS IN THIS AMENITY SECTION.

<table>
<thead>
<tr>
<th>Amenity:</th>
<th>Identification of amenity, or amenities of a group, that the APS serves</th>
<th>APSs:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Office, etc.:</td>
<td>Clubhouse and Office</td>
<td>1</td>
</tr>
<tr>
<td>Amenity 1:</td>
<td>Playground</td>
<td>1</td>
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<td>Amenity 2:</td>
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<td>Amenity 3:</td>
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<td></td>
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<tr>
<td>Amenity 4:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amenity 5:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total of Accessible Parking Spaces that Do Not Serve Dwelling Units: 2

5/13/2020
Accessible Parking for Residential Units

Enter the information indicated below.

Total dwelling Units in the Development: 70
Total surface parking spaces (excluding non-residential): 109
Total carports (including non-residential): 0
Total garages (including non-residential): 0

Total parking spaces of all types: 109
Total APSSs that serve non-residential purposes (i.e., office, amenities, etc.): 2
Total of all types of parking spaces that serve dwelling units: 107

APSs for mobility accessible units (5% of unit count, if spaces are sufficient): 4
Parking spaces that serve dwelling units in excess of one per unit (if applicable): 37
APSs required in excess of one per mobility accessible unit: 1

Total APSSs required (including dwelling units and facilities/amenities): 7

Distribution of APSSs Among the Various Types of Parking

All Developments, including those having fewer than one parking space serving each dwelling unit, should use this portion of the worksheet. Enter the number of APSSs indicated by ADA Table 208.2 for the total of each type of parking space, i.e., surface spaces, carports, etc., including both amenity spaces and dwelling unit spaces.

Minimum number of surface parking spaces (include dwelling unit and amenity spaces) that must be APSSs: 7
Minimum number of carports that must be APSSs: 0
Number of garages that must be APSSs: 0

APSs that Must Be Van Spaces

Total Van APSSs required, including all types of spaces: 2
Minimum number of surface parking spaces that must be van APSSs: 2
Minimum number of carports that must be van APSSs: 0
Minimum number of garages that must be van APSSs: 0

By signing below, I (WE) certify that the information above meets the requirements in the 2010 ADA Standards for Accessible Design Title III regulations at 28 CFR part 36, subpart D, and the 2004 ADA Accessibility Guidelines at 36 CFR part 1191, appendices B and D. There will be at least one accessible parking space per accessible unit located on the closest route to the accessible unit. For every 6 or fraction of 6 accessible spaces required, at least one will be van accessible. Accessible spaces will be dispersed amongst the parking types provided. Where parking for amenities or non-residents is provided, a sufficient number of accessible spaces will be provided.

Signature: Michael J Kleffner
Printed Name: Michael J Kleffner

Date: 5/13/2020

Wallace Architects, LLC
Firm Name (if applicable)
May 13, 2020

Ms. Margaret Holloway  
Texas Department of Housing and Community Affairs  
221 East 11th Street  
Austin, Texas 78701

RE: Brownsville Lofts, 20093, Brownsville, Texas  
Architect's Accessibility Statement

Dear Ms. Holloway:

The development is comprised of two (2) apartment buildings with a total of 70 units. Based on this layout, the following statement describes how the development complies with the Fair Housing Requirements per 10 TAC §10.101(b)(8)(B).

**DISTRIBUTION OF TOTAL NUMBER OF UNITS BY TYPE**
- Twenty Four (24) one bedroom, one bathroom type units
- Twenty Four (24) two bedroom, two bathroom type units
- Twenty Two (22) three bedroom, two bath type units

**MOBILITY UNITS – 4, 5%**
- One (1) one bedroom, one bathroom type unit
- Two (2) two bedroom, two bathroom type units
- One (1) three bedroom, two bathroom type unit

**HEARING AND VISUAL IMPAIRMENT UNITS - 2, 2%**
- One (1) one bedroom, one bathroom type unit
- One (1) two bedroom, two bathroom type unit

**PARKING - 109, 0.05%**
- 7 accessible
- 102 standard spaces

Sincerely,
WALLACE ARCHITECTS, LLC.

Michael J. Kleffner  
Project Manager

302 Campusview Drive Suite 208, Columbia MO 65201  573/256/7200
**Describe all sources of funds. Information must be consistent with the information provided throughout the Application (i.e. Financing Narrative, Term Sheets and Development Cost Schedule).**

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Construction Period</th>
<th>Permanent Period</th>
<th>Lien Position</th>
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<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
<td>Loan/Equity Amount</td>
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<td></td>
<td>(Receivables)</td>
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<td>Conventional Loan</td>
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<td>5.00%</td>
<td>$2,695,000</td>
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<tr>
<td>Cedar Rapids Bank and Trust</td>
<td>Conventional/FHA</td>
<td>$8,600,000</td>
<td>5.00%</td>
<td>$2,695,000</td>
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</tbody>
</table>

**INSTRUCTIONS:** Describe the sources of funds that will finance Development. The description must include construction, permanent, and bridge loans, and all other types of funds to be used for development. The information must be consistent with all other documentation in this section. Provide sufficient detail to identify the source and explain the use (in terms of the timing and any specific uses) of each type of funds to be contributed. In addition, describe/explain replacement reserves. Finally, describe/explain operating items. The narrative must include rents, operating subsidies, project-based assistance, and all other sources of funds for operations. In the remaining discussion of both development and operating funds, specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments.

Describe the sources and uses of funds (specify the status [dates and deadlines] for applications, approvals and closings, etc., associated with the commitments). For Direct Loan Tax-Exempt Bond Applications that contemplate an FHA-insured loan, this includes the anticipated date that FHA application will be submitted to HUD (if not already submitted).

Bank of Oklahoma will provide construction financing for the development in the amount and at the terms shown above in the worksheet. Cedar Rapids Bank and Trust will provide permanent financing in the amount and at the terms shown above. Raymond James will provide equity to the development in the amount shown above. They will be using a rate of 8.8% per $1 of tax credits. The City of Brownsville has committed to providing a fee waiver construction of $500. Finally, if sources are less than uses, the developer has committed to defer fee in the amount shown above. This amount can be paid from cash flow in less than 15 years.

Describe the replacement reserves. Are there any existing reserve accounts that will transfer with the property? If so, describe what will be done with these funds.

Replacement reserves are scheduled at $250 per unit per year as shown in the Operating Expense worksheet. There are no existing accounts that will be transferred - the development is new construction.

Describe the operating items (rents, operating subsidies, project-based assistance, etc., and specify the status [dates and deadlines] for applications, approvals and closings, etc., associated with the commitments).

Operating costs were estimated with input from our management company, historical expenses at other properties in the developer's portfolio, actual bids from providers and other properties in the region. We anticipate a staff of 2 persons, one full-time manager and a part-time maintenance person. The developer has another development nearby and can share maintenance staff if needed. The management company charges 6% of GCI. MRC Capital can verify this fee with an MOU if needed. Finally, we have worked with our insurance provider to define the unique requirements in Brownsville due to wind and the estimate included came from our provider.

**UNDERSTAND THAT THE AMOUNTS AND TERMS OF ALL ANTICIPATED SOURCES OF FUNDS AS STATED ABOVE ARE CONSISTENT WITH THE ASSUMPTIONS OF MY INSTITUTION AS ONE OF THE PROVIDERS.**

[Signatures and dates]

If a revised form is submitted, date of submission: 2/22/20
## Schedule of Sources of Funds and Financing Narrative

Describe all sources of funds. Information must be consistent with the information provided throughout the Application (i.e. Financing Narrative, Term Sheets and Development Cost Schedule).

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Construction Period</th>
<th>Permanent Period</th>
<th>Lien Position</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
<td>Loan/Equity Amount</td>
</tr>
<tr>
<td>Debt</td>
<td></td>
<td></td>
<td></td>
<td>Loan/Equity Amount</td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. to Perm. (Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td>$ -</td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. Only (Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td>$ -</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Multifamily Direct Loan (EGI)</td>
<td>$0</td>
<td>0.00%</td>
<td>$ -</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Mortgage Revenue Bond</td>
<td>$0</td>
<td>0.00%</td>
<td>$ -</td>
</tr>
<tr>
<td>Bank of Oklahoma</td>
<td>Conventional Loan</td>
<td>$8,600,000</td>
<td>5.00%</td>
<td>$ 2,695,000</td>
</tr>
<tr>
<td>Cedar Rapids Bank and Trust</td>
<td>Conventional/FHA</td>
<td>$1,283,000</td>
<td>$1,128,927</td>
<td>$ 2,695,000</td>
</tr>
<tr>
<td>Third Party Equity</td>
<td>Raymond James</td>
<td>HTC</td>
<td>$ 1,283,000</td>
<td>$1,128,927</td>
</tr>
<tr>
<td>Grant</td>
<td>$11,969(2156)5 Contribution</td>
<td>$ -</td>
<td>$273,309</td>
<td>$ -</td>
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<td>Deferred Developer Fee</td>
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<td></td>
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<tr>
<td>Direct Loan Match</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>City of Brownsville Contribution</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Sources of Funds</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Uses of Funds</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Instructions
- Describe the sources of funds that will finance development. The description must include construction, permanent, and bridge loans, and all other types of funds to be used for development. The information must be consistent with all other documentation in this section. Provide sufficient detail to identify the source and explain the use (in terms of the timing and any specific uses) of each type of funds to be contributed. In addition, describe/explain replacement reserves. Finally, describe/explain operating items. The narrative must include rents, operating subsidies, project based assistance, and all other sources of funds for operations. In the foregoing discussion of both development and operating funds, specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments.

- Describe the sources and uses of funds (specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments). For Direct Loan and Tax-Exempt Bond Applications that contemplate an FHA-insured loan, this includes the anticipated date that FHA application will be submitted to HUD (if not already submitted).

- Bank of Oklahoma will provide construction financing for the development in the amount and at the terms shown above in the worksheet. Cedar Rapids Bank and Trust will provide permanent financing in the amount and at the terms shown above. Raymond James will provide equity to the development in the amount shown above, they will be using a rate of 8.88 per $1 of tax credits. The City of Brownsville has committed to providing a fee waiver contribution of $500. Finally, if sources are less than uses, the developer has committed to defer fee in the amount shown above. This amount can be paid from cash flow in less than 15 years.

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- Operating costs were estimated with input from our management company, historical expenses at other properties in the developer's portfolio, actual bids from providers and other properties in the region. We anticipate a staff of 2 persons, one full-time manager and a part-time maintenance person. The developer has another development nearby and can share maintenance staff pro rata if necessary. The management company charges 6% of EGI. MRE Capital can verify this fee with an MOU if needed. Finally, we have worked with our insurance provider to define the unique requirements in Brownsville due to wind and the estimate included came from our provider.

By signing below I acknowledge that the amounts and terms of all anticipated sources of funds as stated above are consistent with the assumptions of my institution as one of the providers of funds.

**Signature, Authorized Representative, Construction or Permanent Lender:**

**Printed Name:** LISA AUBREY

**Date:** 2/25/2020

**Telephone:** 912-588-6420

**Email Address:** aubreyw@ufc.edu

If a revised form is submitted, date of submission: 2/22/20
Scoring Notice
The Texas Department of Housing and Community Affairs has completed its program review of the Application referenced above as further described in the 2020 Qualified Allocation Plan (QAP). This scoring notice provides a summary of staff’s assessment of the application’s score. The notice is divided into several sections.

Section 1 of the scoring notice provides a summary of the score requested by the Applicant followed by the score staff has assessed based on the Application submitted. You should note that six scoring items are not reflected in this scoring comparison but are addressed separately.

Section 2 of the scoring notice includes each of the six scoring criteria for which points could not be requested by the Applicant in the application self-score form and include: §11.9(c)(8) Readiness to Proceed in Disaster Impacted Counties, §11.9(d)(1) Local Government Support, §11.9(d)(4) Quantifiable Community Participation, §11.9(d)(5) Community Support from State Representative, §11.9(d)(6) Input from Community Organizations, and §11.9(d)(7) Concerted Revitalization Plan.

Section 3 provides information related to any point deductions assessed under §11.9(f) and/or §11.201(7)(B) of the QAP.

Section 4 provides the final cumulative score in bold.

Section 5 includes, as applicable, notes and an explanation of any differences between the requested and awarded score, as well as any penalty points assessed.

The scores provided herein are merely informational at this point in the process and may be subject to change. For example, points awarded under §11.9(e)(4) “Leveraging of Private, State, and Federal Resources”, 11.9(b)(1)(A) "Unit Sizes", 11.9(b)(1)(B) "Unit and Development Features", 11.9(c)(1) "Income Levels of Tenants", 11.9(e)(2) "Rent Levels of Tenants", 11.9(e)(1) "Financial Feasibility", 11.9(e)(3) "Pre-Application Participation", and may be adjusted should the underwriting review result in changes to the Application that would affect these scores. If a scoring adjustment is necessary, staff will provide the Applicant a revised scoring notice.

Be further advised that if the Applicant failed to properly disclose information in the Application that could have a material impact on the scoring information provided herein, the score included in this notice may require adjustment and/or the Applicant may be subject to other penalties as provided for in the Department’s rules.

This scoring notice is provided by staff at this time to ensure that an Applicant has sufficient notice to exercise any appeal process provided under §11.902 of the 2020 QAP. All information in this scoring notice is further subject to modification, acceptance, and/or approval by the Department’s Governing Board. If the score of an Application changes, a revised scoring notice will be provided to the Applicant.
**Page 2 of Final Scoring Notice: 20093, Brownsville Lofts**

**Section 1:**

Score Requested by Applicant (Not including points for §11.9(c)(8) or (d)(1), (4), (5), (6) or (7) of the 2020 QAP): 138

Score Awarded by TDHCA (Not including points for §11.9(c)(8) or (d)(1), (4), (5), (6) or (7) of the 2020 QAP): 138

Difference between Requested and Awarded: 0

**Section 2:**

Points Awarded for §11.9(c)(8) Readiness to Proceed: 5

Points Awarded for §11.9(d)(1) Local Government Support: 17

Points Awarded for §11.9(d)(4) Quantifiable Community Participation: 4

Points Awarded for §11.9(d)(5) Community Support from State Representative: 8

Points Awarded for §11.9(d)(6) Input from Community Organizations: 4

Points Awarded for §11.9(d)(7) Concerted Revitalization Plan: 0

**Section 3:**

Points Deducted for §11.9(f) and/or §11.201(7)(B) of the QAP: 0

**Section 4:**

Final Score Awarded to Application by Department staff (Including all points): 176

**Section 5:**

Notes and explanation for difference between points requested and points awarded by the Department, as well as penalties assessed:

NA

Restrictions and requirements relating to the filing of an appeal can be found in §11.902 of the 2020 QAP. If you wish to appeal this scoring notice, you must file your appeal with the Department no later than 5:00 p.m. Austin local time, Thursday, June 4, 2020. If an appeal is denied by the Executive Director, an Applicant may appeal to the Department's Board.

In an effort to increase the likelihood that Board appeals related to scoring are heard at the Board meeting, the Department has provided an Appeal Election Form for all appeals submitted to the Executive Director. In the event an appeal is denied by the Executive Director, the Applicant is able to request that the appeal automatically be added to the Board agenda.

If you have any concerns regarding potential miscalculations or errors made by the Department, please contact Sharon Gamble at (512) 936-7834 or by email at mailto:sharon.gamble@tdhca.state.tx.us.

Sincerely,

Sharon D. Gamble

Sharon D. Gamble
Competitive HTC Program Administrator
RFI
Board Action
Public Comment
Commitment/Determination Notice
MFDL Award
Carryover