2020 Multifamily Uniform Application

REVISED January 23, 2020

20100 Southlawn at Milby
1a Applicant Certification
2020 Multifamily Uniform Application Certification

Development Name: Southlawn at Milby

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.

2020 Southlawn 90, LP

Applicant Entity Name

By:  

Signature of Authorized Representative

Rene Campos

Printed Name

Managing Member of the General Partner

Title

February 12, 2020

Date

Sworn to and subscribed before me on the 12 day of February, 2020 by Rene Campos

(Personalized Seal)

Notary Public Signature

Rachel Bentz

Notary Public, State of

CPS

County of

Travis

My Commission Expires:

12-13-2023

Date

2/10/2020
1b 4% HTC Bond Filing

NOT APPLICABLE
1b Meeting Selection (4% Only)

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.

- **10 TAC §11.101(a)(3) - Neighborhood Risk Factors (NRF).** Insert NRF Report Packet behind this Tab.
  - 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 NRF 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.

2/24/2020
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.

× 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.

_____ 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.

× 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)

- 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.

- X 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
_____ within 300 feet of a solid waste facility or sanitary landfill facility or illegal dumping sites

_____ within 300 feet of a sexually-oriented business

___ buildings or designated recreational areas (including pools) are to be located within 100 feet of the nearest line or structural element of any overhead high voltage transmission line, support structures for high voltage transmission lines, or other similar structures

_____ within 500 feet of active railroad tracks

_____ within 500 feet of heavy industry

_____ within 10 miles of a nuclear plant

_____ buildings are located within the accident potential zones or the runway clear zones of any airport

_____ one or more pipelines, situated underground or aboveground, which carry highly volatile liquids, or adjacent to a pipeline easement for a pipeline carrying highly volatile liquids

_____ within 2 miles of refineries capable of refining more than 100,000 barrels of oil daily

_____ may be in proximity to an environmental factor that may adversely affect the health and safety of the residents or render the Development Site inappropriate for housing use unless it is adequately mitigated (as presented in the application)

_____ within the minimum separation from housing of a facility under the jurisdiction of a state or federal cognizant agency

**Neighborhood Risk Factors (select one of the main boxes as applicable)**

_____ 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;

X 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

Rene Campos
Printed Name

Managing Member of the General Partner

Title

February 12, 2020
Date

THE STATE OF Texas §

COUNTY OF Travis §

Before me, a notary public, on this day personally appeared
Rene Campos, 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 12 day of February, 2020

[Seal]

RACHEL BENNETT
Notary Public, State of Texas
Comm. Expires 12-13-2023
Notary ID 132282689

__________________________
Notary Public Signature
January 29, 2020

Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, Texas 78701

RE: Lucero Apartments (the “Property”) f/n/a Oak Creek Village; Austin, Texas; CMTS 4901

Ladies and Gentlemen:

From May 2014 through August 2017, 2013 Travis Oak Creek GP, LLC (the “General Partner”) was the acting general partner for 2013 Travis Oak Creek, LP (the “Partnership”) which is the owner of the above-referenced Property. Commencing on September 27, 2019, the General Partner once again became the acting general partner for Partnership. In the interim period from August 2017 through September 27, 2019, the General Partner’s role as acting general partner was temporarily replaced with another partner in the Partnership.

Please let us know if you have any questions or if you need additional information in connection with this matter.

Very truly yours,

J. Kirk Standly
Direct Phone: 214.234.7951
kstandly@standlylaw.com

cc: Cynthia L. Bast, Esq.
Sarah Andre
Mark Rogers
Reed A. Standly, Esq. (Firm)
Disclosures

At pre-application the Applicant disclosed the presence of a light industrial land use within 500 feet of the development site. Staff did not find that the land use qualified as an undesirable site feature.

The Applicant submitted a City of Houston Code Section that permits construction closer than 100’ to a High Voltage Power Line. Staff accepted the documentation of this local ordinance that specifies a smaller distance than the QAP minimum distance. Thus, no waiver is required.

A neighborhood risk factor report is included in the Application pertaining to blight. Out of an abundance of caution, at pre-application the Applicant submitted a NRF disclosure in the event the final site was within 500' of a census tract with crime above 18 per 1,000 according to Neighborhood Scout. Final boundaries confirm the development site is farther than 500' from such census tract boundary. A detailed description of the characteristic and map demonstrating the distance is included in the NRF report.
Ms. Isabelle Atkinson  
Structure Development  
1301 Chicon Street, Ste. 101  
Austin, Texas 78702

RE: PRE-APPLICATION DISCLOSURE FOR 20100 SOUTHLAWN AT MILBY, HOUSTON, TEXAS.

Dear Ms. Atkinson:

The Texas Department of Housing and Community Affairs received your January 9, 2020, pre-application disclosure which indicates that the Development Site may be within the minimum distance from a recycling center, high-voltage transmission lines, and a machine shop. Per 10 TAC §11.101(a)(2), ineligible sites include:

(A) Development Sites located within 300 feet of junkyards. For purposes of this paragraph, a junkyard shall be defined as stated in Texas Transportation Code §396.001;
(D) Development Sites in which any of the buildings or designated recreational areas (including pools) are to be located within 100 feet of the nearest line or structural element of any overhead high voltage transmission line, support structures for high voltage transmission lines, or other similar structures. This does not apply to local service electric lines and poles;
(F) Development Sites located within 500 feet of heavy industry (i.e. facilities that require extensive use of land and machinery, produce high levels of external noise such as manufacturing plants, or maintains fuel storage facilities (excluding gas stations);

Staff review indicates that PQI Poly Quip, a recycling center to the northwest of the Development Site, does not appear to qualify as a junkyard, and it does not appear that anything that staff would consider “heavy industry” occurs onsite. Similarly, Oil Well Survey Instrument Company operates a machine shop to the southwest of the Development Site, and it does not appear that anything that staff would consider “heavy industry” occurs onsite. Regarding proximity to high voltage transmission lines,
the disclosure included evidence that the City of Houston’s Ordinance #90-635 specifies a setback no
greater than the edge of the utility easement, which is a smaller distance than the QAP minimum
distance noted.

As a limited staff pre-determination under 10 TAC 11.101(a)(3)(A), based on the information
provided so far, staff finds that the proximity of the Development Site to PQI Poly Quip and Oil Well
Survey Instrument Company does not trigger ineligibility on the basis of 10 TAC §11.101(a)(2)(A) or (F).
Based on the information provided so far, staff finds that the proximity of the Development Site to
overhead high voltage transmission lines does not render the Development Site ineligible due to the
operation of a local ordinance that specifies the proximity of all buildings to utility easements. This site
has not been reviewed for environmental concerns that may be reflected in the Phase I ESA. The site
has not been reviewed for the site and neighborhood standards of the HOME program.

Sincerely,

[Signature]
Marni Holloway
Multifamily Finance Director
20100 Southlawn at Milby
Neighborhood Risk Factor Packet

2020 Southlawn 90, LP
2020 9% Full Application

February 28, 2020
Neighborhood Risk Factors Report Packet
(Submit prior to Pre-application or Application, or behind Tab 2 of the Application)

The purpose of the packet is to formalize the process in which Neighborhood Risk Factors (NRF) are disclosed and the NRF Report is submitted pursuant to 10 TAC §11.101(a)(3) of the Qualified Allocation Plan (QAP). The packet may be submitted at pre-application (if applicable per 10 TAC §11.8(b)(1)(I) relating to Pre-Application Requirements) or at Application. If TDHCA is the Bond Issuer and a determination of NRF is requested as part of the Inducement Resolution process, the packet may be submitted as described by 10 TAC §12.4(b) and (e) of the Multifamily Housing Revenue Bond Rule. Applicants who wish to submit a request for pre-determination prior to pre-application or Application are advised to review 10 TAC §11.1(k) for additional guidance. Termination due to an Applicant’s own non-disclosure is not appealable as such appeal is in direct conflict with certifications made in the Application and within the control of the Applicant.

Pursuant to 10 TAC §11.8(b), related to Pre-application Participation, the competitive HTC pre-application must identify NRFs related to crime and schools.

☐ Pre-application Disclosure: Pre-application # __________________ Development Name ____________

☒ Application Disclosure: Application # 20100 __________________ Development Name Southlawn at Milby

The Development Site includes the following Neighborhood Risk Factor(s) (Check all that apply):

☐ Development Site is located in a census tract has poverty rate above 40% for individuals (or 55% for Developments in regions 11 and 13). If poverty is the only Neighborhood Risk Factor, attach a copy of the resolution described in 10 TAC 11.101(a)(3)(D)(i) and no further information is necessary.

☐ Development Site is located 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 crime is greater than 18 per 1,000 persons annually as reported on  https://www.neighborhoodscout.com/.

☒ Development Site is located within 1,000 ft. (measured from nearest boundary of the Site to the nearest boundary of blighted structure) 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\(^1\) that has:

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\(^1\) Elderly Developments, Developments encumbered by a TDHCA LURA on the first day of the application or pre-application acceptance period (if applicable), and Supportive Housing SRO Developments or Supportive Housing Developments where all Units are Efficiency Units are not required to provide mitigation for this subparagraph.
☐ 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.
☐ a 2019 TEA Accountability Rating of F or D and does not have a TEA Accountability rating for 2018.
☐ does not have a TEA Accountability rating for 2019 and has a 2018 Improvement Required Rating.
Neighborhood Risk Factors Report:

Information is being submitted for the items listed below, or such other mitigation as the Applicant determines appropriate to support a staff determination that the proposed Development Site should be found eligible, as such information might be considered to pertain to the Neighborhood Risk Factor(s) disclosed, pursuant to 10 TAC §11.101(a)(3)(C) of the QAP. Such information is included behind this page.

- Determination regarding neighborhood boundaries;
- Assessment of general land use in the neighborhood;
- Assessment concerning any of the features of the Neighborhood Risk Factors present in the neighborhood, regardless of whether they are within the specified distances referenced in 10 TAC §11.101(a)(2);
- Assessment of the number of existing affordable rental units in the Primary Market Area (PMA), including comment on concentration based on the size of the PMA;
- Assessment of the percentage of households residing in the census tract that have household incomes equal to or greater than the median household income for the MSA or county where the Development site is located;
- Assessment of the number of market rate multifamily units in the neighborhood and their current rents and levels of occupancy;
- A copy of the TEA Accountability Rating Report for each of the schools in the attendance zone containing the Development that achieved a D rating in 2019 and a 2018 Improvement Required rating or a 2019 TEA Accountability Rating of F and a 2018 Met Standard Rating, along with a discussion of performance indicators and what progress has been made over the prior year. Submit the campus improvement plan in effect only if there is an update to the plan that shows progress made under the plan. If no update is available, provide information from a school official that speaks to progress made under the plan as indicated in 10 TAC §11.101(a)(3)(D)(iv);

The Department requests that this information also be submitted in instances where a school in the attendance zone containing the Development achieved a 2019 TEA Accountability Rating of F or D and does not have a TEA Accountability rating for 2018, and in instances where a school in the attendance zone containing the Development does not have a TEA Accountability rating for 2019 and has a 2018 Improvement Required Rating; and

- Additional information, if requested by the Department.

Provide any comments or additional information in the box below, if applicable.

Please see the attached packet for documentation. The Table of Contents includes links and there are bookmarks as well for ease of navigation.
Mitigation of the Neighborhood Risk Factor(s):

[ ] I have provided information regarding mitigation of the above-mentioned Neighborhood Risk Factors, as applicable, behind this page, along with a summary narrative describing how the information presented meets the requirements of 10 TAC §11.101(a)(3)(D) of the QAP, or;

Provide any comments or additional information in the box below, if applicable.

Please see the attached packet for documentation. The Table of Contents includes links and there are bookmarks as well for ease of navigation.

Department Contacts:

9% HTC Applications:  Sharon.Gamble@TDHCA.state.tx.us  (9% Program Administrator)

4% HTC and Tax-Exempt Bond Applications:  Teresa.Morales@TDHCA.state.tx.us  (Director of Multifamily Bonds)

Direct Loan Only Applications:  Andrew.Sinnott@TDHCA.state.tx.us  (Multifamily Loan Programs Manager)

How to Submit the NRF Report Packet:

If the NRF Packet was not submitted to the contact person indicated above prior to Pre-application or Application submission, **the Packet must be included behind Tab 2** when the full Application is uploaded to the Serv-U Account that has been set-up for the pre-application or Application. Notify the appropriate contact person of the upload (refer to the Multifamily Programs Procedures Manual posted at http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm for an explanation of the process to set-up a Serv-U Account if needed).
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**Neighborhood Risk Factor Documentation**

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February 28, 2020

Marni Holloway  
Director of Multifamily Finance  
Texas Department of Housing and Community Affairs  
221 East 11th Street  
Austin, Texas 78701

Re: TDHCA#20100 Southlawn at Milby Neighborhood Risk Factor Report

Dear Ms. Holloway,

I am writing to provide the Department with additional information regarding the Neighborhood Risk Factor disclosure for TDHCA #20100 Southlawn at Milby, in accordance with 11.101(a)(3)(B)(iii). This letter, along with the Neighborhood Risk Factor Report, should provide a clearer impression of the revitalization efforts taking place in the Greater Eastwood Neighborhood to ensure that the area is a vibrant community that is a more than suitable location for affordable housing. I hope you will let me know if there is any additional information that you would like to see.

Introduction to the Neighborhood

Southlawn at Milby is located at 1810 and 1900 Milby Street in Houston within the Greater Eastwood Neighborhood. This historic neighborhood is located in Houston’s East End and was originally developed as a single-family neighborhood at the turn of the 20th century. The area has been experiencing significant revitalization due to the neighborhood’s proximity to Downtown, thousands of jobs, the MetroRail Green Line, the BBVA Soccer Complex, miles of new hike/bike trails, new specialized schools such as the High School of Law and Justice. and many other local amenities. Like many of Houston’s transitioning areas, Greater Eastwood has seen a rapid increase in property values and new, higher density market rate developments.

The Greater Eastwood Neighborhood consists of just under 1,200 acres and is bound by the Union Pacific Rail Galveston Line and the East Belt Line to the north and the east, respectively. Interstate 45 is the southern and Velasco Street is the western border. Please see page 11 of the documentation for a map of the neighborhood’s boundaries. Portions of the neighborhood are located in the Greater East End Management District, the East Downtown Management District, and two (2) Tax Increment Reinvestment Zones (TIRZ), each of which is helping manage improvements, curtail displacement, and support both residents and business owners in the area.

Neighborhood Land Use

A significant portion of the land east of the West Belt Line of the Union Pacific Railroad in the neighborhood can be characterized as older, single-family residential. Over three-quarters of this single-family housing stock was built prior to 1980, according to US Census Bureau American Community Survey estimates for 2017. While this is a key indicator of a need for newer housing stock, revitalization initiatives in the area highlight a need for newer housing options that are also affordable.
The part of Greater Eastwood that includes Southlawn at Milby is west of the West Belt Line of the Union Pacific Railroad and includes a more even distribution of land uses. There are still pockets of single-family homes, however the western portion of Greater Eastwood contains all but one of the neighborhood’s multifamily developments, light industrial businesses, and the area’s major public institutions like the High School for Law and Justice.

There are notable stretches of commercial uses along Telephone Road and Scott Street that include historic minority-owned small businesses mixed with nationwide chains like Kroger Grocery Store and distribution centers for Macy’s and Amazon. Please see page 12 of the documentation packet for a general land use map for Greater Eastwood.

**Neighborhood Risk Factors**

Southlawn at Milby meets TDHCA criteria for all Neighborhood Risk Factors with the exception of some potential blight.

- **Low Poverty** – residents at Southlawn at Milby will benefit from living in a high opportunity census tract with a relatively low poverty rate of 8.8%. The census tract is adjacent to three other high opportunity census tracts with low poverty as well. Please see page 13 of the documentation packet for a map showing poverty rates in the area.

- **Low Crime** – crime in the census tract containing the development site and in the adjacent census tract within 500 feet is well below TDHCA’s threshold. Out of an abundance of caution, we disclosed the presence of a census tract with crime above the threshold at pre-application. The survey has determined that the distance is beyond 500 feet. Please see page 14 for a map of the development site’s proximity to other census tracts and pages 15 through 18 for excerpts from the NeighborhoodScout crime reports.

- **Good Schools** – all three of the campuses that will serve Southlawn at Milby meet TDHCA’s standards for TEA Accountability ratings. Please see pages 19 through 22 of the documentation packet for copies of each school’s TEA Accountability reports.
  - Lantrip Elementary School – this campus serves students from Pre-Kindergarten through fifth grade and received an acceptable TEA Accountability rating in 2019.
  - Navarro Middle School – though Navarro Middle School received a “D” rating from TEA in 2019, the campus has a history of receiving “Met Standard” ratings from TEA in both 2017 and 2018. Therefore, this campus meets TDHCA’s criteria for educational quality.
  - Austin High School – this campus received an acceptable TEA Accountability rating in 2019 and notably received a “B” in the School Progress category.

- **Neighborhood Character** – As the area gentrifies, there are a few structures that could potentially be considered “blight”, however the area surrounding Southlawn at Milby is being revitalized thanks to the millions of dollars of investment that have been flowing into the area. Please see pages 23 through 28 of the documentation packet for a detailed explanation of the neighborhood’s revitalization and character.

**Blight**

For the sake of transparency, we have carefully documented the character of the neighborhood that residents at Southlawn at Milby will be a part of. Based on our comprehensive assessment, Greater Eastwood can be characterized as a community that is in significant transformation related to ongoing reinvestment efforts and rapid gentrification. On page 23 of this documentation packet, we have included a map of all potential instances of blight and evidence of improvement, well-maintained properties, and new development in the area. Pages 24 through 28 of this documentation packet also include photographs that were taken on February 15, 2020 to assess each incident.
We were able to conclude that of the incidents that were preliminarily flagged on Google streetview, there are only five (5) instances that could potentially be considered “blight” within 1,000 feet of Southlawn at Milby. The first property (“B2” on the Blight Assessment Map) is actually located on the Development Site and will be demolished in order to develop the new housing for Southlawn at Milby. The following three properties (‘B3’, “B4”, and “B5” on the Blight Assessment Map) are exceptional cases of a home that is in disrepair but is next door to several improved and/or well-maintained homes. The final case (“B6” on the Blight Assessment Map) is a row of homes on one singular parcel on the other side of Interstate 45 over 800 feet away. The homes in case B6 are right across the street from redeveloped single-family homes, and it is reasonable to believe that the owner of the parcel will eventually sell or redevelop the homes due to the property’s prime location. It is also worth noting that one of the instances that we initially flagged for potential blight (“B1” on the Blight Assessment Map) was actually recently rehabilitated and now has a fresh coat of paint and a newly paved parking lot.

There is clear evidence of improvement in the Greater Eastwood neighborhood, including new commercial uses, schools, single family homes, and multifamily residential. While the effectiveness of the City of Houston’s and Harris County’s revitalization efforts in the area is clear, rapid increases in incomes (which is addressed in the next section of this letter) and displacement indicate that the neighborhood’s low- to moderate-income residents are at risk of getting pushed out. To curb the flow of existing residents out of Greater Eastwood, the City of Houston has implemented a variety of programs to help residents remain in a healthy and well-maintained home. The City’s Housing and Community Development Department manages the Home Repair Program and the Disaster Recovery Home Repair Program. Both provide extensive support to households wishing to rehabilitate and/or reconstruct their homes in order to make them safer and healthier. Activities supported by these two programs include repairs to roofing, plumbing, electrical, heating, doors, and windows, along with painting, scraping, caulking, and the installation of handrails. Please see pages 29 through 33 of this documentation packet for information on the City’s programs to combat displacement through the maintenance of homes.

The Department of Housing and Urban Development (HUD) recently earmarked over $61 million in funds for the City of Houston for CDBG mitigation projects, which should further support disaster recovery and disaster preparedness. More information on these funds will be published in an action plan on March 2, 2020 and the City’s webpage describing the mitigation grant is included on pages 34 through 35 of this documentation packet. Due to ongoing improvements in the area, the City’s various programs to improve older housing stock, and the City’s recent award of $61 million in CDBG mitigation funds, I am confident that the area surrounding Southlawn at Milby will be a more than suitable location for housing and will provide future residents with the opportunity to live in a well-connected and well-maintained high opportunity area.

### Incomes and Market

The Median Household Income for Harris County, according to the 2017 American Community Survey is $57,791 and $62,922 for the larger MSA. Census Tract 3102, in which Southlawn at Milby will be located, fared even better during the same time period, with 731 of its 906 households (just over 80%) earning $60,000 or more. Of those, 696, earned more than $75,000 per year. According to the 2017 American Community Survey Estimates, the median household income in the census tract is $122,222 and has a trend of increasing by $10,000 every year, which is a remarkable increase in household income but points to significant gentrification in the tract. Please see pages 38 through 39 of the documentation packet for US Census Bureau data on income.

<table>
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<th>Median Household Income in Census Tract 3102*</th>
<th>2014</th>
<th>2015</th>
<th>2016</th>
<th>2017</th>
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<tr>
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<td>$99,688</td>
<td>$101,875</td>
<td>$111,542</td>
<td>$122,222</td>
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*US Census Bureau American Community Survey 5-Year Estimates
As one would expect in a high-income area, rents in the neighborhood surrounding Southlawn at Milby are high. We surveyed 42 units recently listed for rent in the area. The average rent was $1,194. A household needs to earn at least $47,760 to pay this monthly rent and not be cost burdened (please note, this does not include utility payments, so the income needed is likely higher). Moreover, the vacancy rate is very low at under 2% which means there is little ability to find a unit, regardless of price. Although most residents of the area make enough money to afford this rent, there are 166 households (18%) in the census tract that do not earn enough to afford these rents. When looking at the income distributions for the census tract, the “income divide” is startlingly obvious. Households tend to exist along one end of the income spectrum or another, with few households in the middle. Affordable units will help address this divide.

There are just under 1,700 LIHTC units across thirteen housing tax credit developments in the Primary Market Area (PMA). A map of the PMA and a listing of all of the housing tax credit developments is included on pages 38 through 39 of this documentation packet. These units are meant to support the affordable housing needs of over 31,000 households in the PMA, meaning that just five percent of households in the PMA have the opportunity to live in a rent-restricted affordable housing unit. This pales in comparison to the overall need for new housing options in the City of Houston, particularly in light of the damage that was done to the City’s housing stock by Hurricane Harvey.

Opportunities to move into market rate units in the census tract containing Southlawn at Milby are not any better. As was mentioned above, vacancy rates are very low, with just 42 rental units listed on realtor.com at the time that this report was written. Please see pages 40 through 43 of this documentation packet for details on these vacant rental units. The average rent for these available units is almost $1200, which is not a feasible monthly living expense for low- to moderate-income households. The addition of new rental units, like the ones that will be built at Southlawn at Milby, will help support the area’s demand for more high quality and affordable housing options.

**Summary**

Though the area surrounding Southlawn at Milby is certainly one that is in the process of revitalization, there is clear evidence that the trajectory of the Greater Eastwood neighborhood is trending upward – poverty rates are consistently low, incomes are dramatically increasing, millions of dollars of public and private investment are flowing into the area, and new and improved developments are popping up all over the neighborhood. The addition of Southlawn at Milby will contribute to this upward trend by helping eliminate potential blight, by adding to the area’s collection of high-quality architecture, and by serving as a source of much needed affordable housing.

Thank you for reviewing this report and for your consideration. Please let me know should you have any questions or concerns at isabelle@structuretexas.com or at (832) 692-2896.

Sincerely,

Isabelle Atkinson, Consultant to the Project
isabelle@structuretexas.com
832-692-2896
Greater Eastwood Neighborhood Land Use
Poverty Rate Map
Census Tracts surrounding Southlawn at Milby

Legend
- Q1 or Q2 Census Tracts
- Q3 Census Tracts
- Southlawn at Milby

Google Earth
Southlawn at Milby is 505 feet away from census tract 48201312200

The site is more than 500 feet away from a Census Tract with a Neighborhood Scout Crime rating above the threshold.
HOUSTON, TX (POLK ST / CULLEN BLVD) CRIME

67 Vital Statistics. 6 Condition Alerts found.

NEIGHBORHOOD CRIME DATA

TOTAL CRIME INDEX

8
(100 is safest)

Safer than 8% of U.S. neighborhoods.

NEIGHBORHOOD ANNUAL CRIMES

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Crime Rate (per 1,000 residents)

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Safer than 8% of U.S. neighborhoods.

NEIGHBORHOOD VIOLENT CRIME

VIOLENT CRIME INDEX

8
(100 is safest)

Safer than 8% of U.S. neighborhoods.

VIOLENT CRIME INDEX BY TYPE

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VIOLENT CRIME COMPARISON (PER 1,000 RESIDENTS)

MY CHANCES OF BECOMING A VICTIM OF A VIOLENT CRIME

1 IN 85 in Polk St / Cullen Blvd
1 IN 96 in Houston
1 IN 243 in Texas
THE 1810 MILBY ST NEIGHBORHOOD CRIME

67 Vital Statistics. 1 Condition Alert found.

NEIGHBORHOOD CRIME DATA

TOTAL CRIME INDEX

|          | 20
|----------|------
| (100 is safest) | 
| Safer than 20% of U.S. neighborhoods. |

NEIGHBORHOOD ANNUAL CRIMES

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Safer than 20% of U.S. neighborhoods.

NEIGHBORHOOD VIOLENT CRIME

VIOLENT CRIME INDEX

|          | 17
|----------|------
| (100 is safest) | 
| Safer than 17% of U.S. neighborhoods. |

VIOLENT CRIME INDEX BY TYPE

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VIOLENT CRIME COMPARISON (PER 1,000 RESIDENTS)

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MY CHANCES OF BECOMING A VICTIM OF A VIOLENT CRIME

- 1 IN 133 in this Neighborhood
- 1 IN 96 in Houston
- 1 IN 243 in Texas
### Accountability Rating Summary

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### Identification of Schools for Improvement

This campus is identified for 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: Not Earned
- Comparative Closing the Gaps: Not Earned
## Texas Education Agency

**2019 Accountability Ratings Overall Summary**

**NAVARRO MIDDLE (101912054) - HOUSTON ISD**

### Accountability Rating Summary

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<tr>
<th>Component</th>
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### Identification of Schools for Improvement

This campus is identified for targeted support and improvement.

### 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
Texas Education Agency
2018 Accountability Ratings Overall Summary
NAVARRO MIDDLE (101912054) - HOUSTON ISD

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**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
# Texas Education Agency
## 2019 Accountability Ratings Overall Summary
### AUSTIN H S (101912001) - HOUSTON ISD

### Accountability Rating Summary

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### Identification of Schools for Improvement

This campus is identified for targeted support and improvement.

### 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
Assessment of Development in the Area
Southlawn at Milby

Legend
- Evidence of Improvement
- Instances of Potential Blight
- Southlawn at Milby
Instances that could potentially be considered "blight"

**B1** - Recently rehabilitated commercial building at Coyle and Scott Street

**B2** - Structures on the Development Site that will be demolished and replaced by new housing

**B3** - House on Milby Street
Instances that could potentially be considered "blight"

**B4** - House on Miller Street

**B5** - House on Edmundson Street

**B6** - A row of houses on Hadley Street on the other side of Interstate 45 over 800 feet away
Evidence of Improvements, Well-Maintained Properties, and New Development in the Area

Dev 1 - New High School of Law and Justice

Dev 2 - Well-maintained home on Edmundson Street

Dev 3 - New self-storage on Miller Street, across from Southlawn at Milby
Evidence of Improvements, Well-Maintained Properties, and New Development in the Area

Dev 4 - Five Star Event Services offices on Milby Street across from Southlawn at Milby

Dev 5 - New 'Fenix Estates' Harris County Housing Authority Supportive Housing Development

Dev 6 - Well-maintained home on Milby Street
Evidence of Improvements, Well-Maintained Properties, and New Development in the Area

**Dev 7** - New Townhouses on Milby Street across from Souhtlawn at Milby

**Dev 8** - Well-maintained home on Hussion Street

**Dev 9** - New single family home on Keating Street
Home Repair Programs

The Housing and Community Development Department (HCDD) provides home repair assistance through two programs: (1) Home Repair Program, and (2) the Disaster Recovery Home Repair Program. Each program has separate eligibility requirements which homeowners must meet to qualify for assistance. Please note, the programs are designed to only address “habitatity” repairs needed to alleviate threats to the health, life and/or safety of the homeowner.

HCDD offers assistance for minor, moderate and substantial repairs or reconstruction for detached single-family residences within the city. This program serves low- and moderate-income households below 80 percent of the Area Median Income (AMI) and prioritizes households that have a head or co-head of household that is: 1) employed with minor children, 2) elderly, 3) has a disability, or 4) providing full-time care to a household member with a disability.

There are three basic qualifications, all of which are required for program eligibility:

1. You must be the recorded owner and occupy the home as your primary residence.*

2. Your property taxes must be current or on an approved payment plan in good standing.

3. You must meet income qualifications.

If you qualify, upon the completion of the application, your home will be inspected to determine the level of repairs your residence is eligible to receive (additional documents may be required).

The owner of the residence and all adult household members aged 18 and over must provide legible copies of the documents listed below. Once your application is completed, signed and dated by all adult household members, please attach legible
copies of these documents for processing:

1. Copy of valid State of Texas Driver’s license, passport or valid non-driver picture identification card with current address

2. Proof of income from all sources for all adult (18 and older) household members (two pay stubs or current awards letter or certification of zero income form)

Please click on the application link below and return your application and documents by mail, fax or email.

- Home Repair Program Application (English, Español)
- Home Repair Program Guidelines for 2015 Disasters
- Home Repair Program Guidelines
- Upon request, the Home Repair Application is offered in the following languages: Spanish, Arabic, Chinese and Vietnamese

Mail to:

City of Houston Housing and Community Development Department
2100 Travis Street, 9th Floor
Houston, Texas 77002
Attention: Home Repair Program

Or Fax to: 832.395.9660 (Please include your address in the subject line.)

Or Email to: homerepair@houstontx.gov

Please include your address in the subject line of the application.

* An exception to owner-occupied requirement will be made as provided on Page 4 of the application.

HOME REPAIR PROGRAM

The Housing and Community Development Department Home Repair Program has contracted with Rebuilding Together Houston to complete minor home repairs which assist elderly or disabled households with incomes below 80 percent of the Area Median Income (AMI). The program provides vital roofing, plumbing, electrical and heating repairs or system replacement to alleviate life, health or safety hazards. Additional enhancements such as scraping, painting, caulking and repairs to exterior sidings, doors, windows and handrails may be made if deemed impactful to habitability.

The service area is city wide: Harris Country – City of Houston; Brazoria County – City of Houston; Fort Bend County – City of Houston

Priority is given to the Mayor's designated Complete Community areas: Acres Homes, Gulfton, Second Ward, Near Northside, Third Ward.

Ineligible property types for roof repair include, but are not limited to, vacant single-family homes, condominiums, cooperatives, mobile homes, rental properties, townhomes and multifamily structures.

For more information regarding the Home Repair Program application, application process and/or documents required, contact the Housing and Community Development Department Call Center at: 832.394.6200.

HOME REPAIR PROGRAM – Disaster Recovery 2015 Flood Events
The Home Repair Program will assist in the repair of homes damaged in the 2015 Memorial Day and 2015 Halloween Weekend flood events. HUD announced the award of $87 million to the City of Houston to address unmet housing, infrastructure and business needs in the areas recovering from those two flood events. $12 million is allocated to assist with home repairs needed to restore flood-damaged homes to decent, safe and sanitary living condition.

The program will provide home repair assistance to homes where the household income is no more than 80% of the Area Median Family Income. The focus will be on age-dependent and disabled households affected by the 2015 flood events. “Age-dependent” households are those with residents age 65 and older or age 5 and under. The program is limited to single-family homes and the home must be the owner's primary residence.

The maximum cost of repairs in the Tier II (Rehabilitation) category cannot exceed $65,000 per house, including approved change orders and any other applicable costs. Homes requiring repairs that (i) exceed $65,000 or (ii) exceed 50% of the value of the structure immediately before the damage occurred (as such value is determined in accordance with applicable regulations) are deemed not suitable for Rehabilitation and may qualify for Reconstruction assistance, or the Tier III category. Homes that qualify for Reconstruction will be demolished and reconstructed on the same site.

HCDD Staff will solicit applications through targeted outreach utilizing lists of known homeowners/addresses directly affected by 2015 flood events. The lists will come from sources such as: Nonprofits/Case Management Organizations, FEMA, Office of Emergency Management, and other entities as deemed appropriate by HCDD.

For more information regarding the Home Repair Program application, application process and/or documents required, contact the Housing and Community Development Department Call Center at: 832.394.6200.

DISASTER RECOVERY HOME REPAIR PROGRAM
We are excited about the great work our department is doing throughout Houston and are proud of the services we offer. We are nearing the completion of Round 2 of our Disaster Recovery Program, and we will have repaired or rebuilt over 275 single-family homes and 1,088 multifamily housing units by the end of the program. We are no longer accepting new applications for the Disaster Recovery Home Repair Program, and there are no waiting lists.

ADDITIONAL ASSISTANCE
We recognize that, unfortunately, there are still citizens in need of assistance and resources are limited. Should you need immediate assistance, please consider the following agencies:

**Harris County Community Services**
Attention: Home Repair
713.578.2059

**Sheltering Arms**
713.685.6577

**Houston Habitat for Humanity**
713.671.9993
RECONSTRUCTION / NEW CONSTRUCTION SINGLE-FAMILY CONTRACTORS


These work specifications, standards, checklist, and requirements are available below:

- Single-Family Home Repair Construction Specifications
- Minimum Property Standards for Rehabilitation, Reconstruction and New Construction
- Aging-In-Place Design Standards
- HUD Single-Family Housing Standards
- Single-Family Elevation Design Standards
- HUD CPD Green Building Retrofit Checklist
- Single-Family Hazardous Materials Lead-Based Paint and Asbestos Containing Material Requirements
- Example of Minimum Specification Standards
- City of Houston Public Works Building Code Design Criteria

NEW HOME DEVELOPMENT PROGRAM

New Home Development Program Guidelines (.pdf)

HOW TO FILE A COMPLAINT FOR ALL HOME REPAIR PROGRAMS

Written complaints from the public related to activities or programs funded by the Housing and Community Development Department will receive careful consideration and will be answered in writing, or other effective method of communication, within 15 business days, when possible. Written complaints should be sent to:

Attn: Planning and Grants Management
City of Houston
Housing and Community Development Department
2100 Travis Street, 9th Floor, Houston, Texas 77002

HOW TO FILE AN APPEAL FOR ALL HOME REPAIR PROGRAMS

The appeals process allows an applicant or contractor to request further review on a decision made about their application or file. If you choose to appeal, the following describes your obligations regarding filing the appeal.

Timing of the Appeal: The appeal documentation must be received by the Appeal Coordinator within 30 days written notice of a decision has been provided. Appeals will be responded to in writing within 30 calendar days, when possible.

What is needed for your Appeal: The Appeal must include the following:
1. Your name
2. Your current mailing address
3. The street address of the property or primary residence listed on the application
4. Your application number
5. Copies of all supporting documentation the Appeal Coordinator should consider with your appeal
6. A specific explanation of the reason(s) of your disagreement with the decision

**Address for Mailing of the Appeal:** The Appeal must be sent to the following address:

**Mailing Address**
Housing and Community Development Department
Home Repair Program
Attn: Appeal Coordinator
2100 Travis Street, 9th Floor
Houston, Texas 77002

**Limitations on your Appeal:** Only one appeal is permitted. No documents or supplemental information will be accepted after the expiration of the appeal deadline.
MITIGATION GRANT

The City of Houston will receive more than $61 million in Community Development Block Grant Mitigation (CDBG-MIT) to fund mitigation projects that will lower the risk of impacts from future disasters. The Housing & Community Development Department is creating an action plan for how this money will be spent. This action plan is our grant application to the U.S. Department of Housing & Urban Development (HUD).

Money for mitigation projects cannot be used for emergency response services. Projects will focus on local and regional mitigation priorities that will have long-lasting effects. The mitigation projects will prioritize the needs of our community and will address ways to reduce the overall risk from future disaster events. Our action plan is due on March 2, 2020.

The Draft CDBG-MIT Action Plan is available for public comment through January 27, 2020. Please send comments by email to hcddplanning@houstontx.gov or by mail to HCDD, Attn: Planning, 2100 Travis Street, 9th Floor, Houston, TX 77002. Copies of the Draft CDBG-MIT Action Plan can be obtained from the Housing and Community Development Department - 2100 Travis Street, 9th Floor, Houston, TX 77002.

- Public Notice for Draft CDBG-MIT Action Plan and Public Hearing - English / Spanish
- Draft CDBG-MIT Action Plan (Appendix - Maps)
- CDBG-MIT Plan de Acción (Anexo 2: Mapas)

To gather feedback about the plan, we hosted two public hearings with community discussions. The first public hearing was held November 19, 2019 at Burrus Elementary School (710 East 33rd Street, Houston, TX 77022). View the presentation from this event.
The second public hearing was held January 7, 2020 at Tracy Gee Community Center (3599 Westcenter Drive, Houston, TX 77042). View the presentation from this event.

For more information, please see the official Federal Register for this funding and a recent HUD press release. For information on State of Texas mitigation plans, refer to the Texas General Land Office.
B19013 MEDIAN HOUSEHOLD INCOME IN THE PAST 12 MONTHS (IN 2017 INFLATION-ADJUSTED DOLLARS)
Universe: Households
2013-2017 American Community Survey 5-Year Estimates

Supporting documentation on code lists, subject definitions, data accuracy, and statistical testing can be found on the American Community Survey website in the Technical Documentation section.

Sample size and data quality measures (including coverage rates, allocation rates, and response rates) can be found on the American Community Survey website in the Methodology section.

Although the American Community Survey (ACS) produces population, demographic and housing unit estimates, it is the Census Bureau's Population Estimates Program that produces and disseminates the official estimates of the population for the nation, states, counties, cities, and towns and estimates of housing units for states and counties.

<table>
<thead>
<tr>
<th></th>
<th>Harris County, Texas</th>
<th>Houston-The Woodlands-Sugar Land, TX Metro Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>Median household income in the past 12 months (in 2017 inflation-adjusted dollars)</td>
<td>57,791 +/-503</td>
<td>62,922 +/-363</td>
</tr>
</tbody>
</table>

Data are based on a sample and are subject to sampling variability. The degree of uncertainty for an estimate arising from sampling variability is represented through the use of a margin of error. The value shown here is the 90 percent margin of error. The margin of error can be interpreted roughly as providing a 90 percent probability that the interval defined by the estimate minus the margin of error and the estimate plus the margin of error (the lower and upper confidence bounds) contains the true value. In addition to sampling variability, the ACS estimates are subject to nonsampling error (for a discussion of nonsampling variability, see Accuracy of the Data). The effect of nonsampling error is not represented in these tables.

While the 2013-2017 American Community Survey (ACS) data generally reflect the February 2013 Office of Management and Budget (OMB) definitions of metropolitan and micropolitan statistical areas; in certain instances the names, codes, and boundaries of the principal cities shown in ACS tables may differ from the OMB definitions due to differences in the effective dates of the geographic entities.

Estimates of urban and rural populations, housing units, and characteristics reflect boundaries of urban areas defined based on Census 2010 data. As a result, data for urban and rural areas from the ACS do not necessarily reflect the results of ongoing urbanization.

Source: U.S. Census Bureau, 2013-2017 American Community Survey 5-Year Estimates

Explanation of Symbols:

1. An ‘***’ entry in the margin of error column indicates that either no sample observations or too few sample observations were available to compute a standard error and thus the margin of error. A statistical test is not appropriate.
2. An ‘-’ entry in the estimate column indicates that either no sample observations or too few sample observations were available to compute an estimate, or a ratio of medians cannot be calculated because one or both of the median estimates falls in the lowest interval or upper interval of an open-ended distribution.
3. An ‘-’ following a median estimate means the median falls in the lowest interval of an open-ended distribution.
4. An ‘+’ following a median estimate means the median falls in the upper interval of an open-ended distribution.
5. An ‘*****’ entry in the margin of error column indicates that the median falls in the lowest interval or upper interval of an open-ended distribution. A statistical test is not appropriate.
6. An ‘*****’ entry in the margin of error column indicates that the estimate is controlled. A statistical test for sampling variability is not appropriate.
7. An ‘N’ entry in the estimate and margin of error columns indicates that data for this geographic area cannot be displayed because the number of sample cases is too small.
8. An ‘(X)’ means that the estimate is not applicable or not available.
B19001

HOUSEHOLD INCOME IN THE PAST 12 MONTHS (IN 2017 INFLATION-ADJUSTED DOLLARS)
Universe: Households
2013-2017 American Community Survey 5-Year Estimates

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<table>
<thead>
<tr>
<th>Income Level</th>
<th>Estimate</th>
<th>Margin of Error</th>
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<tbody>
<tr>
<td>Total:</td>
<td>906</td>
<td>+/-58</td>
</tr>
<tr>
<td>Less than $10,000</td>
<td>31</td>
<td>+/-26</td>
</tr>
<tr>
<td>$10,000 to $14,999</td>
<td>21</td>
<td>+/-18</td>
</tr>
<tr>
<td>$15,000 to $19,999</td>
<td>4</td>
<td>+/-6</td>
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<tr>
<td>$20,000 to $24,999</td>
<td>35</td>
<td>+/-37</td>
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<td>+/-20</td>
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<tr>
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<td>0</td>
<td>+/-13</td>
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<td>24</td>
<td>+/-27</td>
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<td>6</td>
<td>+/-10</td>
</tr>
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<td>9</td>
<td>+/-12</td>
</tr>
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<td>$50,000 to $59,999</td>
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<td>+/-24</td>
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<td>+/-51</td>
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<td>$100,000 to $124,999</td>
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<td>+/-48</td>
</tr>
<tr>
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<td>169</td>
<td>+/-51</td>
</tr>
<tr>
<td>$150,000 to $199,999</td>
<td>131</td>
<td>+/-45</td>
</tr>
<tr>
<td>$200,000 or more</td>
<td>151</td>
<td>+/-48</td>
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</table>

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Estimates of urban and rural populations, housing units, and characteristics reflect boundaries of urban areas defined based on Census 2010 data. As a result, data for urban and rural areas from the ACS do not necessarily reflect the results of ongoing urbanization.

Source: U.S. Census Bureau, 2013-2017 American Community Survey 5-Year Estimates
<table>
<thead>
<tr>
<th>Development_Name</th>
<th>Year_</th>
<th>TDHCA#</th>
<th>Population_Served</th>
<th>Total_Units</th>
<th>LIHTC_Units</th>
<th>Straight Line Distance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plaza De Magnolia</td>
<td>1994</td>
<td>94155</td>
<td>General</td>
<td>84</td>
<td>84</td>
<td>3.00 mi</td>
</tr>
<tr>
<td>Pleasant Hill Community Apartments</td>
<td>1995</td>
<td>95157</td>
<td>Elderly</td>
<td>165</td>
<td>165</td>
<td>2.78 mi</td>
</tr>
<tr>
<td>Eastend Project</td>
<td>1995</td>
<td>95010</td>
<td>General</td>
<td>150</td>
<td>150</td>
<td>1.93 mi</td>
</tr>
<tr>
<td>Lyons Village Townhomes</td>
<td>1996</td>
<td>96171</td>
<td>General</td>
<td>24</td>
<td>24</td>
<td>2.69 mi</td>
</tr>
<tr>
<td>Canal Place Apartments</td>
<td>2005</td>
<td>5617</td>
<td>General</td>
<td>200</td>
<td>150</td>
<td>1.50 mi</td>
</tr>
<tr>
<td>Zion Village Apartments</td>
<td>2008</td>
<td>8944</td>
<td>Elderly</td>
<td>50</td>
<td>50</td>
<td>0.50 mi</td>
</tr>
<tr>
<td>2424 Sakowitz</td>
<td>2008</td>
<td>8232</td>
<td>General</td>
<td>166</td>
<td>166</td>
<td>3.68 mi</td>
</tr>
<tr>
<td>Zion Gardens</td>
<td>2010</td>
<td>10035</td>
<td>General</td>
<td>70</td>
<td>70</td>
<td>0.89 mi</td>
</tr>
<tr>
<td>Cleme Manor</td>
<td>2015</td>
<td>15043</td>
<td>General</td>
<td>284</td>
<td>284</td>
<td>2.54 mi</td>
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<tr>
<td>New Hope Housing at Harrisburg</td>
<td>2016</td>
<td>16405</td>
<td>Supportive Housing</td>
<td>175</td>
<td>175</td>
<td>0.83 mi</td>
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<tr>
<td>EaDo Lofts</td>
<td>2017</td>
<td>17188</td>
<td>General</td>
<td>80</td>
<td>80</td>
<td>0.21 mi</td>
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<tr>
<td>Fenix Estates</td>
<td>2017</td>
<td>17417</td>
<td>Supportive Housing</td>
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<td>180</td>
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<tr>
<td>Campanile on Commerce</td>
<td>2018</td>
<td>18306</td>
<td>Elderly Limitation</td>
<td>120</td>
<td>105</td>
<td>1.18 mi</td>
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<tr>
<td>Name of Development</td>
<td>Rents</td>
<td>Unit Types</td>
<td>Number of Vacancies</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>---------------------------</td>
<td>--------</td>
<td>------------</td>
<td>---------------------</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>4823 Rusk St</td>
<td>$1,200</td>
<td>2 Bedrooms</td>
<td>1</td>
<td></td>
<td></td>
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<tr>
<td>1411 1/2 Lawson Street</td>
<td>$725</td>
<td>Studio</td>
<td>1</td>
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<td>1510 Munger Street</td>
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<td>1 Bedroom</td>
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<tr>
<td>1549 Lombardy St</td>
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<td>2 Bedrooms</td>
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<td>1105 1/2 Elliston St Unit B</td>
<td>$600</td>
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<tr>
<td>5327 Bell St Apt 2</td>
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<td>1 Bedroom</td>
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<tr>
<td>5103 Bell St Unit 1</td>
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<tr>
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<td>4429 Woodside St</td>
<td>$1,050</td>
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<tr>
<td>5101 Bell St Apt 4</td>
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<tr>
<td>4620 Clay St Apt A</td>
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<tr>
<td>4811 Oakland St Apt 11</td>
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<td></td>
<td></td>
<td></td>
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<td>4630 Woodside St Apt 5</td>
<td>$1,000</td>
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<td></td>
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<tr>
<td>5101 Bell St Apt 3</td>
<td>$975</td>
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<td>5136 Bell St</td>
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<tr>
<td>4615 McKinney St</td>
<td>$2,300</td>
<td>4 Bedrooms</td>
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</tr>
<tr>
<td>4617 Clay St</td>
<td>$3,500</td>
<td>4 Bedrooms</td>
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<td>908 Altic St</td>
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<td>1402 Gustav St Apt 4</td>
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<tr>
<td>4721 Walker St Apt B</td>
<td>$1,200</td>
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<td>3 Bedrooms</td>
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<tr>
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<tr>
<td>4414 Clay St Apt 4</td>
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<tr>
<td>3813 Drew St</td>
<td>$1,000</td>
<td>2 Bedrooms</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4421 Rusk St #A</td>
<td>$975</td>
<td>2 Bedrooms</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4314 Pease St Apt 1</td>
<td>$1,600</td>
<td>2 Bedrooms</td>
<td>1</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>4336 Coyle St</td>
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<td>1</td>
<td></td>
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</tr>
<tr>
<td>4429 Woodside St</td>
<td>$1,050</td>
<td>1 Bedroom</td>
<td>1</td>
<td></td>
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</tr>
<tr>
<td>4314 1/2 Pease St</td>
<td>$900</td>
<td>1 Bedroom</td>
<td>1</td>
<td></td>
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<tr>
<td>4421 Leeland St</td>
<td>$1,450</td>
<td>2 Bedrooms</td>
<td>1</td>
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<tr>
<td>4428 1/2 Jefferon St</td>
<td>$975</td>
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<td>1</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>4342 Coyle St</td>
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<td>1</td>
<td></td>
<td></td>
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</tr>
<tr>
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<td></td>
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<td></td>
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<tr>
<td>4318 Jefferson St</td>
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<td>1 Bedroom</td>
<td>1</td>
<td></td>
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<tr>
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<td></td>
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<td></td>
</tr>
<tr>
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**AVERAGE RENT:** $1,194  
**TOTAL:** 42  
**OCCUPANCY:** 98.21%
<table>
<thead>
<tr>
<th>Address</th>
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<th>Baths</th>
<th>Sqft</th>
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<td>1</td>
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<td>1</td>
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<tr>
<td>4421 Leeland St, TX</td>
<td>$1,450</td>
<td>2</td>
<td>1.5</td>
<td>1,564</td>
</tr>
<tr>
<td>4428 1/2 Jefferson St, TX</td>
<td>$975</td>
<td>1</td>
<td>1</td>
<td>1,114</td>
</tr>
<tr>
<td>4342 Coyle St, TX</td>
<td>$1,580</td>
<td>2</td>
<td>1</td>
<td>1,080</td>
</tr>
<tr>
<td>4428 Clay St, TX</td>
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<td>1</td>
<td>650</td>
</tr>
<tr>
<td>3224 McKinney St, TX</td>
<td>$775</td>
<td>1</td>
<td>1</td>
<td>500</td>
</tr>
<tr>
<td>4445 Rusk St Apt 3, TX</td>
<td>$950</td>
<td>2</td>
<td>1</td>
<td>1,000</td>
</tr>
<tr>
<td>4445 Rusk St Apt 3, TX</td>
<td>$1,580</td>
<td>2</td>
<td>1</td>
<td>1,000</td>
</tr>
</tbody>
</table>
3 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

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 time frame 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

Rene Campos

Printed Name

Managing Member of the General Partner

Title

February 12, 2020

Date

THE STATE OF Texas §

COUNTY OF Travis §

Before me, a notary public, on this day personally appeared Rene Campos, 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 12 day of February 2020

(Seal)

RACHEL BENNETT
Notary Public, State of Texas
Comm. Expires 12-13-2023
Notary ID 132282589

Rachael Bennett
Notary Public Signature
Multifamily Direct Loan Certification

NOT APPLICABLE
**Multifamily Direct Loan Certification (10 TAC Chapter 13)**

- **Multifamily Direct Loan Certification** is included behind this tab.

- **X** Multifamily Direct Loan Certification is not applicable to this Application.

**If applicable, 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)
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>
</tr>
</thead>
<tbody>
<tr>
<td>Mark Rogers</td>
<td>(214) 606-2936</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:mrogers972@gmail.com">mrogers972@gmail.com</a></td>
</tr>
<tr>
<td>Mailing Address</td>
<td>1108 Lavaca, Suite 110</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Street</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
</tr>
</thead>
<tbody>
<tr>
<td>Austin</td>
<td></td>
<td></td>
<td>78701</td>
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</table>

### 2. Second Contact

<table>
<thead>
<tr>
<th>Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rene Campos</td>
<td>(512) 600-1870</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:admin@eurkeaholdings.com">admin@eurkeaholdings.com</a></td>
</tr>
</tbody>
</table>

### 3. Consultant Contact (if applicable)

<table>
<thead>
<tr>
<th>Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sarah Andre</td>
<td>(512) 698-3369</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:sarah@structuretexas.com">sarah@structuretexas.com</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Mailing Address</th>
<th>Street</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
</tr>
</thead>
<tbody>
<tr>
<td>1301 Chicon Street Suite 101</td>
<td>Austin</td>
<td></td>
<td></td>
<td>78702</td>
</tr>
</tbody>
</table>
Competitive Housing Tax Credit Selection Self-Score
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>
</tr>
</thead>
<tbody>
<tr>
<td>Unit Sizes</td>
<td>§11.9(b)(1)(A)</td>
<td>6</td>
</tr>
<tr>
<td>Unit and Development Features</td>
<td>§11.9(b)(1)(B)</td>
<td>9</td>
</tr>
<tr>
<td>Sponsor Characteristics</td>
<td>§11.9(b)(2)</td>
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</tbody>
</table>

**High Quality Housing Total**: 17

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

<table>
<thead>
<tr>
<th>Point Item Description</th>
<th>QAP Reference</th>
<th>Points Selected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Income Levels of Residents</td>
<td>§11.9(c)(1)</td>
<td>15</td>
</tr>
<tr>
<td>Rent Levels of Residents</td>
<td>§11.9(c)(2)</td>
<td>11</td>
</tr>
<tr>
<td>Resident Services</td>
<td>§11.9(c)(3)</td>
<td>11</td>
</tr>
<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>
<td>0</td>
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<tr>
<td>Readiness to Proceed in Disaster Impacted Counties</td>
<td>§11.9(c)(8)</td>
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**Serve and Support Texans Most in Need Total**: 49

### Criteria Promoting Community Support and Engagement

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<tr>
<th>Point Item Description</th>
<th>QAP Reference</th>
<th>Points Selected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Local Government Support</td>
<td>§11.9(d)(1)</td>
<td>1</td>
</tr>
<tr>
<td>Commitment of Development Funding by Local Political Subdivision</td>
<td>§11.9(d)(2)</td>
<td>1</td>
</tr>
<tr>
<td>Declared Disaster Area</td>
<td>§11.9(d)(3)</td>
<td>10</td>
</tr>
<tr>
<td>Quantifiable Community Participation</td>
<td>§11.9(d)(4)</td>
<td></td>
</tr>
<tr>
<td>Community Support from State Representative</td>
<td>§11.9(d)(5)</td>
<td></td>
</tr>
<tr>
<td>Input from Community Organizations</td>
<td>§11.9(d)(6)</td>
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</tr>
<tr>
<td>Concerted Revitalization Plan</td>
<td>§11.9(d)(7)</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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<th>Point Item Description</th>
<th>QAP Reference</th>
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<tbody>
<tr>
<td>Financial Feasibility</td>
<td>§11.9(e)(1)</td>
<td>26</td>
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<tr>
<td>Cost of Development per Square Foot</td>
<td>§11.9(e)(2)</td>
<td>12</td>
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<tr>
<td>Pre-application Participation</td>
<td>§11.9(e)(3)</td>
<td>6</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>
<td>§11.9(e)(6)</td>
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<tr>
<td>Right of First Refusal</td>
<td>§11.9(e)(7)</td>
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<tr>
<td>Funding Request Amount</td>
<td>§11.9(e)(8)</td>
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</table>

**Efficient Use of Limited Resources and Applicant Accountability Total**: 52

### Total Application Self Score

| Point Deductions                                   | §11.9(f)   | 129              |

Total Application Self Score: 129

2/26/2020
6b Multifamily Direct Loan Self-Score

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

**Development Address (All Programs)**

<table>
<thead>
<tr>
<th>Address</th>
<th>Houston</th>
<th>ETJ?</th>
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</thead>
<tbody>
<tr>
<td>1810 Milby Street</td>
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<table>
<thead>
<tr>
<th>Region</th>
<th>Zip</th>
<th>County</th>
<th>Rural/Urban Designation</th>
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<tbody>
<tr>
<td>6</td>
<td>77003</td>
<td>Harris</td>
<td>Urban</td>
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**Census Tract Information (All Programs)**

<table>
<thead>
<tr>
<th>11-digit Census Tract Number</th>
<th>Non</th>
<th>Median Household Income</th>
<th>Quartile</th>
<th>Poverty Rate</th>
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<tbody>
<tr>
<td>48201310200</td>
<td>No</td>
<td>122222</td>
<td>1q</td>
<td>8.8</td>
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</table>

The following is true.

- 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.

**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 any unchecked item.

- **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))

- **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).

- **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))

**Two Mile Same Year Rule (Competitive HTC Only) [10 TAC §11.3(b)]**

- 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 is 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 Site of any eligible Pre-application in the same county.

- **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:**
  - 20011 20058 20161 20065 20070 20077 20080 20114 20128 20208

**Proximity of Development Sites (Competitive HTC Only) [10 TAC §11.3(g)]**

- **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:

**One Award per Census Tract Limitation (Competitive HTC Only) [10 TAC §11.3(h)]**

- **The Application is USDA or At-Risk, or is in a Rural Subregion.**

- 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:

**Zoning [10 TAC §11.204(11)] and Flood Zone Designation [10 TAC §11.101(a)(1)] (All Programs)**

- **Development Site is appropriately zoned?** Yes

- **Zoning Designation:** na (no zoning in Houston)

- **Flood Zone Designation:** No

- **Entire Development Site is outside the 100 year floodplain.** Yes
Farmland Designation (To be completed if requesting MFDL funds under 2020-2 NOFA or Soft Repayment set-aside of 2020-1 NOFA):

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.

☐ 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.

☐ DP-1 Profile of General Demographic Characteristics (2010) Census data for the census tract and city (and county if proposed site is located in a rural area) where the proposed site will be located. DP-1 Census data can be accessed using the Advanced Search option at www.census.gov.


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></td>
<td></td>
<td>2018</td>
</tr>
<tr>
<td>Lantrip Elementary School</td>
<td>PK through 5</td>
<td>MS C</td>
</tr>
<tr>
<td>Navarro Middle School</td>
<td>6 through 8</td>
<td>MS D</td>
</tr>
<tr>
<td>Austin High School</td>
<td>9 through 12</td>
<td>MS C</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)]

☐ The Application meets the following exception(s). Applicant is required to enter school rating information above, but no disclosure is required.

☐ Elderly Development

☐ Development encumbered by a TDHCA LURA on the first day of the Application Acceptance Period or date the pre-application is submitted (if applicable)

☐ Supportive Housing SRO Development or Supportive Housing Development where all Units are Efficiency Units

☐ The Development is ineligible under 10 TAC §11.101(b)(1)(C) related to Ineligibility of Developments within Certain School Attendance Zones and the Application includes a waiver request pursuant to 10 TAC §11.207. (complete below)

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 alternative 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 Tex. Gov’t Code than not granting the waiver.

The Applicant submitted a waiver associated with a high voltage power line at pre-application. TDHCA accepted the documentation that a local ordinance regulated the proximity of development adjacent to such power line. Information pertaining to the waiver and staff’s response is behind tab 2.
Site Info Part I – Supporting Documents
Supporting Documentation for the Site Information Form Part I

Maps:
- Street Map with Site Drawn and Identified
- Census Tract Map with Development Site Identified
  - [https://www.huduser.gov/portal/sadda/sadda_qct.html](https://www.huduser.gov/portal/sadda/sadda_qct.html)
  - [https://factfinder.census.gov/faces/nav/jsf/pages/searchresults.xhtml?refresh=t](https://factfinder.census.gov/faces/nav/jsf/pages/searchresults.xhtml?refresh=t)

Resolutions:
- n/a Twice the State Average of Units Per Capita Resolution
- x One Mile Three Year Resolution or evidence of other exception

- n/a Housing Tax Credit Units per Total Household Resolution

- For Tax-Exempt Bond Applications the resolution of no objection to satisfy requirements of 10 TAC §11.204(4) of the QAP is included
- For Tax-Exempt Bond Applications the resolution of no objection to satisfy requirements of 10 TAC §11.204(4) of the QAP is not included and will be provided under separate cover no later than the Resolutions Delivery Date described in §11.2(b) of the QAP.

Zoning and Floodplain
- x Evidence of Zoning and/or Evidence of Re-Zoning Process
- x 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".
- Save the file as a PDF and include it in the Application.

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.

2/24/2020
Educational Quality (all Applications)

- School Attendance Zone Map with Development labeled;
- 2019 TEA accountability information for each school;
- Neighborhood Risk Factors Report, if applicable, is behind Tab 2;

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

Southlawn at Milby

1810 Milby Street
Houston, 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: Select a State, Select a County, Go

Click for full screen map

Select Year

- 2020
- 2019
Census Tract Map
Southlawn at Milby
1810 Milby Street
Houston, Texas
City of Houston, Texas, Resolution No. 2020-10

A RESOLUTION CONFIRMING SUPPORT FOR THE PROPOSED DEVELOPMENT AS AFFORDABLE RENTAL HOUSING OF ONE OR MORE PROPERTIES WHICH ARE SUBJECT TO THE ONE MILE THREE YEAR RULE, EACH LOCATED IN THE CITY OF HOUSTON, TEXAS, AND THE SUBMITTAL OF APPLICATIONS FOR HOUSING TAX CREDITS FOR SUCH DEVELOPMENTS; ALLOWING THE CONSTRUCTION OF SUCH DEVELOPMENTS; AND AUTHORIZING THE ALLOCATION OF TAX CREDITS TO SUCH DEVELOPMENTS; MAKING VARIOUS FINDINGS AND PROVISIONS RELATING TO THE SUBJECT.

* * *

WHEREAS, the City Council (the “City Council”) of the City of Houston (the “City”) finds that each of the entities whose name is listed in the column on Schedule I captioned “Applicant Name” (individually referred to as “Applicant”) has proposed a development for affordable rental housing whose name and location are set forth beside the name of such Applicant in the columns on Schedule I captioned “Project Name” and “Project Address” (individually referred to as “Applicant’s Project” with respect to the Applicant whose name is listed beside such information), each located in the City of Houston, Texas; and

WHEREAS, the City Council finds that each Applicant has advised that it has submitted or intends to submit an application, bearing the number set forth beside the name of such Applicant in the column on Schedule I captioned “TDHCA Number” (individually referred to as “Applicant’s Application” with respect to the Applicant whose name is listed beside such TDHCA Number), to the Texas Department of Housing and Community Affairs for 2020 Competitive 9% Housing Tax Credits for the Development; and

WHEREAS, the City Council finds and, as provided in 10 Texas Administrative Code § 11.3 (d), acknowledges that the proposed New Construction or Adaptive Reuse Development of each Applicant’s Project is located one linear mile or less from a Development that serves the same type of household as such Applicant’s Project and has received an allocation of Housing Tax Credits for New Construction since January 4, 2016;

WHEREAS, the City Council, as the governing body of the City, supports each Applicant’s Project and the submittal of each Applicant’s Application related thereto and, in connection therewith, supports allowing the construction of each such project and authorizing an allocation of Housing Tax Credits to each such project; NOW, THEREFORE,
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HOUSTON:

Section 1. That the findings contained in the preamble of this Resolution are determined to be true and correct and are hereby adopted as a part of this Resolution.

Section 2. That the City Council hereby (i) confirms that it supports each Applicant's Project and the submittal of Applicant's Application related to each such project, (ii) allows the construction of each such project, and (iii) authorizes an allocation of Housing Tax Credits to each such project.

Section 3. That this Resolution shall take effect immediately upon its passage and approval by the Mayor; however, in the event that the Mayor fails to sign this Resolution within five days after its passage and adoption, it shall take effect in accordance with Article VI, Section 6, Houston City Charter.

PASSED AND ADOPTED this 19th day of February, 2020.

Mayor of the City of Houston

Pursuant to Article VI, Section 6, Houston City Charter, the effective date of the foregoing Resolution is ____________________________.

______________________________
City Secretary

(Prepared by Legal Dept. ____________________________) Assistant City Attorney

(Requested by Tom McCasland, Director, Housing and Community Development Department)
<table>
<thead>
<tr>
<th>Applicant Name</th>
<th>Project Name</th>
<th>Project Address</th>
<th>TIDHCA Number</th>
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</thead>
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<tr>
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<td>Southlawn at Milby</td>
<td>1810 Milby Street</td>
<td>20100</td>
</tr>
<tr>
<td>AYE</td>
<td>NO</td>
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<tr>
<td>✓</td>
<td>KAMIN</td>
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<tr>
<td>✓</td>
<td>EVANS-SHABAZZ</td>
<td></td>
<td></td>
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<tr>
<td>✓</td>
<td>MARTIN</td>
<td></td>
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<tr>
<td>✓</td>
<td>THOMAS</td>
<td></td>
<td></td>
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<tr>
<td>✓</td>
<td>TRAVIS</td>
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<tr>
<td>✓</td>
<td>CISNEROS</td>
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<td>✓</td>
<td>GALLEGOS</td>
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<td>✓</td>
<td>POLLARD</td>
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<tr>
<td>✓</td>
<td>MARTHA CASTEX-TATUM</td>
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<tr>
<td>✓</td>
<td>KNOX</td>
<td></td>
<td></td>
</tr>
<tr>
<td>✓</td>
<td>ROBINSON</td>
<td></td>
<td></td>
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<tr>
<td>✓</td>
<td>KUBOSH</td>
<td></td>
<td></td>
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<tr>
<td>✓</td>
<td>PLUMMER</td>
<td></td>
<td></td>
</tr>
<tr>
<td>✓</td>
<td>ALCORN</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

CAPTION | ADOPTED |
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PASSED AND ADOPTED this 26th day of February, 2020.

[Signature]
Mayor of the City of Houston

Pursuant to Article VI, Section 6, Houston City Charter, the effective date of the foregoing Resolution is ________________________________

______________________________
City Secretary

(Prepared by Legal Dept. ________________)
Assistant City Attorney

(Requested by Tom McCasland, Director, Housing and Community Development Department)
A RESOLUTION CONFIRMING SUPPORT FOR THE PROPOSED DEVELOPMENT AS AFFORDABLE RENTAL HOUSING OF ONE OR MORE PROPERTIES WHICH ARE SUBJECT TO THE TWO MILE SAME YEAR RULE, EACH LOCATED IN THE CITY OF HOUSTON, TEXAS, AND THE SUBMITTAL OF APPLICATIONS FOR HOUSING TAX CREDITS FOR SUCH DEVELOPMENTS; ALLOWING THE CONSTRUCTION OF SUCH DEVELOPMENTS; AND AUTHORIZING THE ALLOCATION OF TAX CREDITS TO SUCH DEVELOPMENTS; MAKING VARIOUS FINDINGS AND PROVISIONS RELATING TO THE SUBJECT.

* * *

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WHEREAS, the City is a municipality with a population of two million or more where a federal disaster has been declared by the Full Application Delivery Date as identified in §11.2(a) of the Qualified Allocation Plan, and the City is authorized to administer disaster recovery funds as a subgrant recipient, for the disaster identified in the federal disaster declaration; and

WHEREAS, as provided for in 10 Texas Administrative Code §11.3(b) of the Qualified Allocation Plan, it is hereby acknowledged that the proposed Development Site is located less than two linear miles from the proposed Development Site of another Application within said City that is proposed for award in the same calendar year; and
<table>
<thead>
<tr>
<th>Applicant Name</th>
<th>Project Name</th>
<th>Project Address</th>
<th>TDHCA Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>2020 Southlawn 90, LP</td>
<td>Southlawn at Milby</td>
<td>1810 Milby Street</td>
<td>20100</td>
</tr>
</tbody>
</table>
OFFICIAL CITY OF HOUSTON ZONING LETTER

To: Whom It May Concern

The City of Houston does not have a city-wide comprehensive zoning ordinance. However, there are certain land use regulations for properties located within the area described below and in attached map:

- Land surrounding the Houston airports, including George H. Bush Intercontinental Airport (IAH), Houston Hobby Airport (HOU), and Ellington Airport (EFD). There are certain land use regulations and height/hazard area regulations for properties located within the airport land use envelope and federally regulated airspace. The regulations can be viewed in the City of Houston Code of Ordinances, Chapter 9, Article VI and VII at [https://library.municode.com/tx/houston/codes/code_of_ordinances?nodeId=COOR_CH9AV](https://library.municode.com/tx/houston/codes/code_of_ordinances?nodeId=COOR_CH9AV). Regulations and maps for each airport are also available at [https://www.fly2houston.com](https://www.fly2houston.com) under the Resources/Regulatory tab.

- Tax Increment Reinvestment Zone (TIRZ) #1, St. George Place- Zoning regulations control the use of land within the TIRZ boundaries. A copy of the TIRZ 1 planning and zoning regulations is available at [http://stgeorgeplace.org/](http://stgeorgeplace.org/)

All other applicable development regulations can be found in the Code of Ordinances. The direct link to the codes site is [https://library.municode.com/tx/houston/codes/code_of_ordinances](https://library.municode.com/tx/houston/codes/code_of_ordinances).

This letter does not address any separately filed restrictions that may be applicable to a property.

For the most up to date City of Houston boundary, visit [https://cohegis.houstontx.gov/cohgisweb/houstonctp/](https://cohegis.houstontx.gov/cohgisweb/houstonctp/)

Margaret Wallace Brown, Director
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 1/7/2020 at 10:59:22 AM 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 the 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

Southlawn at Milby

1810 Milby Street
Houston, Texas
Middle School Map

Southlawn at Milby

1810 Milby Street
Houston, Texas
High School Map
Southlawn at Milby
1810 Milby Street
Houston, Texas
Texas Education Agency
2019 Accountability Ratings Overall Summary
LANTRIP EL (101912192) - HOUSTON ISD

Accountability Rating Summary

<table>
<thead>
<tr>
<th>Component</th>
<th>Score</th>
<th>Scaled Score</th>
<th>Rating</th>
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<tbody>
<tr>
<td>Overall</td>
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<td>C</td>
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</tr>
<tr>
<td>Student Achievement</td>
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<tr>
<td>STAAR Performance</td>
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<td>Relative Performance (Eco Dis: 77.4%)</td>
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<tr>
<td>Closing the Gaps</td>
<td>30</td>
<td>63</td>
<td>D</td>
</tr>
</tbody>
</table>

Identification of Schools for Improvement
This campus is identified for 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: Not Earned
- Comparative Closing the Gaps: Not Earned
### Texas Education Agency

**2018 Accountability Ratings Overall Summary**

**LANTRIP EL (101912192) - HOUSTON ISD**

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<th>Component</th>
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<tr>
<td>Closing the Gaps</td>
<td>77</td>
<td>77</td>
<td>Met Standard</td>
</tr>
</tbody>
</table>

**Distinction Designations**

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

## 2019 Accountability Ratings Overall Summary

**NAVARRO MIDDLE (101912054) - HOUSTON ISD**

### Accountability Rating Summary

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<tbody>
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<td>Overall</td>
<td>65</td>
<td>D</td>
<td></td>
</tr>
<tr>
<td>Student Achievement</td>
<td>62</td>
<td>D</td>
<td></td>
</tr>
<tr>
<td>STAAR Performance</td>
<td>33</td>
<td>62</td>
<td></td>
</tr>
<tr>
<td>College, Career and Military Readiness</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Graduation Rate</td>
<td></td>
<td></td>
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<tr>
<td>School Progress</td>
<td>74</td>
<td>C</td>
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</tr>
<tr>
<td>Academic Growth</td>
<td>62</td>
<td>60</td>
<td>D</td>
</tr>
<tr>
<td>Relative Performance (Eco Dis: 96.3%)</td>
<td>33</td>
<td>74</td>
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</tr>
<tr>
<td>Closing the Gaps</td>
<td>5</td>
<td>45</td>
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</tr>
</tbody>
</table>

### Identification of Schools for Improvement

This campus is identified for targeted support and improvement.

### 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
<table>
<thead>
<tr>
<th>Component</th>
<th>Score</th>
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<tbody>
<tr>
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<td>56</td>
<td></td>
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<tr>
<td>College, Career and Military Readiness</td>
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<tr>
<td>Graduation Rate</td>
<td></td>
<td></td>
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<tr>
<td>School Progress</td>
<td>69</td>
<td>Met Standard</td>
<td></td>
</tr>
<tr>
<td>Academic Growth</td>
<td>65</td>
<td>69</td>
<td></td>
</tr>
<tr>
<td>Relative Performance (Eco Dis: 95.5%)</td>
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<td>63</td>
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<tr>
<td>Closing the Gaps</td>
<td>34</td>
<td>71</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
# 2019 Accountability Ratings Overall Summary

**AUSTIN H S (101912001) - HOUSTON ISD**

## Accountability Rating Summary

<table>
<thead>
<tr>
<th>Component</th>
<th>Score</th>
<th>Scaled Score</th>
<th>Rating</th>
</tr>
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<tbody>
<tr>
<td>Overall</td>
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<td>STAAR Performance</td>
<td>32</td>
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<td>College, Career and Military Readiness</td>
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## Identification of Schools for Improvement

This campus is identified for targeted support and improvement.

## Distinction Designations

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
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<td>ELA/Reading</td>
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<td>Postsecondary Readiness</td>
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<tr>
<td>Comparative Closing the Gaps</td>
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## Texas Education Agency
### 2018 Accountability Ratings Overall Summary
**AUSTIN H S (101912001) - HOUSTON ISD**

<table>
<thead>
<tr>
<th>Component</th>
<th>Score</th>
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<tbody>
<tr>
<td><strong>Overall</strong></td>
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<td>Met Standard</td>
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<td>STAAR Performance</td>
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<td>58</td>
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<tr>
<td>College, Career and Military Readiness</td>
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<td><strong>Closing the Gaps</strong></td>
<td>48</td>
<td>75</td>
<td>Met Standard</td>
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### 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 Earned
February 27, 2020

Ms. Isabelle Atkinson
Structure Development
1301 Chicon Street, Ste. 101
Austin, Texas 78702

RE: PRE-APPLICATION DISCLOSURE FOR 20100 SOUTH Lawn AT Midby, Houston, Texas.

Dear Ms. Atkinson:

The Texas Department of Housing and Community Affairs received your January 9, 2020, pre-application disclosure which indicates that the Development Site may be within the minimum distance from a recycling center, high-voltage transmission lines, and a machine shop. Per 10 TAC §11.101(a)(2), ineligible sites include:

(A) Development Sites located within 300 feet of junkyards. For purposes of this paragraph, a junkyard shall be defined as stated in Texas Transportation Code §396.001;

(D) Development Sites in which any of the buildings or designated recreational areas (including pools) are to be located within 100 feet of the nearest line or structural element of any overhead high voltage transmission line, support structures for high voltage transmission lines, or other similar structures. This does not apply to local service electric lines and poles;

(F) Development Sites located within 500 feet of heavy industry (i.e. facilities that require extensive use of land and machinery, produce high levels of external noise such as manufacturing plants, or maintains fuel storage facilities (excluding gas stations);

Staff review indicates that PQI Poly Quip, a recycling center to the northwest of the Development Site, does not appear to qualify as a junkyard, and it does not appear that anything that staff would consider “heavy industry” occurs onsite. Similarly, Oil Well Survey Instrument Company operates a machine shop to the southwest of the Development Site, and it does not appear that anything that staff would consider “heavy industry” occurs onsite. Regarding proximity to high voltage transmission lines,
the disclosure included evidence that the City of Houston’s Ordinance #90-635 specifies a setback no greater than the edge of the utility easement, which is a smaller distance than the QAP minimum distance noted.

As a limited staff pre-determination under 10 TAC 11.101(a)(3)(A), based on the information provided so far, staff finds that the proximity of the Development Site to PQI Poly Quip and Oil Well Survey Instrument Company does not trigger ineligibility on the basis of 10 TAC §11.101(a)(2)(A) or (F). Based on the information provided so far, staff finds that the proximity of the Development Site to overhead high voltage transmission lines does not render the Development Site ineligible due to the operation of a local ordinance that specifies the proximity of all buildings to utility easements. This site has not been reviewed for environmental concerns that may be reflected in the Phase I ESA. The site has not been reviewed for the site and neighborhood standards of the HOME program.

Sincerely,

[Signature]

Marilyn Holloway
Multifamily Finance Director
Site Info Form Part II
## Site Information Form Part II

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

- Development Site is located entirely within a census tract that has a poverty rate that is less than 20% or that is less than the median poverty rate for the region, whichever is higher.

AND

- The census tract has a median household income rate in the two highest quartiles within the region (2 points).

OR

- 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 (1 point)

<table>
<thead>
<tr>
<th>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.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>public hike/bike trail or park w/ playground (1 point)</strong></td>
</tr>
<tr>
<td><strong>public transportation route (1 point)</strong></td>
</tr>
<tr>
<td><strong>full service grocery store (1 point) (1 mile)</strong></td>
</tr>
<tr>
<td><strong>pharmacy (1 point) (1 mile)</strong></td>
</tr>
<tr>
<td><strong>health-related facility (1 point) (3 miles)</strong></td>
</tr>
<tr>
<td><strong>licensed center serving children (1 point) (2 miles)</strong></td>
</tr>
<tr>
<td><strong>university or community college (1 point) (5 miles)</strong></td>
</tr>
</tbody>
</table>

### 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.

| 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. |

- 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.

### 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:

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 (1 point);

- 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);

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 will 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)

Application is seeking points for Underserved Area.   Total Points Claimed: 3

3. **Proximity to Job Areas (Competitive HTC Applications Only) [10 TAC §11.9(c)(7)]**

   - 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) OR

      - 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)

Application is seeking points for Proximity to Job Areas   Total Points Claimed: 0

4. **Concerted Revitalization Plan (Competitive HTC Applications Only) [10 TAC §11.9(d)(7)]**

   - Region: 6 Urban

      - 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.

2/26/2020
The CRP Packet has been completed and is included behind Tab 10.

### Application is seeking points for Concerted Revitalization.

| Total Points Claimed: | 0 |

#### 5. Declared Disaster Area (Competitive HTC Applications ONLY) [10 TAC §11.9(d)(3)]

- Development is located in an area that qualifies as a Declared Disaster Area as defined in §11.9(d)(3). (10 points)

### Application is seeking points for Declared Disaster Area.

| Total Points Claimed: | 10 |

### Application is seeking points for Readiness to Proceed.

| Total Points Claimed: | 5 |

#### 6. Readiness to Proceed in Disaster Impacted Counties (Competitive HTC Applications ONLY) [10 TAC §11.9(c)(8)]

- 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 three 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, 2020.
  - 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 in November, 2020.
  - 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 how 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.
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(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 used 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, news paper 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; and
- 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; and
- 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 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.

2/25/2020
OR

Proximity to Jobs

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

☐ n/a Concerted Revitalization Plan (Competitive HTC Only)

☐ 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

☐ 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 is 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 will allow the Applicant to meet the requirements.
Census Tract Map

Southlawn at Milby

1810 Milby Street
Houston, Texas
Community Assets

Southlawn at Milby

1810 Milby Street
Houston, Texas

Hike/Bike: Columbia Tap Rail-Trail
Public Transport: Leeland Third Ward Light Rail
Grocery: Kroger
Pharmacy: CVS
Health: St Joseph Medical Center
Childcare: Learn and Grow Academy
University: University of Houston
Associates Degree: 75.71%
Indoor Rec: Blue Triangle Community Center
Outdoor Rec: Settegast Park
Meals Service: Interfaith Ministries Meals on Wheels Greater Houston and Galveston Co
Public Park w/access to Hike and Bike Trail or Playground

Columbia Tap Rail-Trail Description

Cutting a swath through Houston's Third Ward, the Columbia Tap Trail is a 4-mile rail-trail connecting parts of southeastern Houston with offices, a convention center and a ballpark near downtown.

Completed in 2009, the trail follows the old Columbia Tap railroad route from Dixie Street in the south, passes through the campus of Texas Southern University, runs by churches and schools in the Third Ward and ends in a warehouse district on St. Charles Street, just blocks from Minute Maid Park, where the Houston Astros play.

The 10-foot-wide, paved trail is lined with native trees, is lighted for nighttime use and has many benches along its route, creating an inviting greenway through the neighborhood.

At the southern end, the Columbia Tap Rail-Trail connects with the Brays Bayou Hike and Bike Trail, a 16.4-mile trail providing access to Hermann Park, the Houston Zoo and the museum district.

The northern end of the Columbia Tap is a short ride on busy city streets to two other new rail-trail projects: the Harrisburg and Sunset Rail Trails, east of downtown, and the MKT/SP Rails to Trails (Heights Trail), which offers spectacular views of Houston's skyline and connects with neighborhoods north and west of the city center.

Parking and Trail Access

You can access the Columbia Tap Rail-Trail from numerous points in downtown Houston. For parking information, contact:

Houston Parks & Recreation Dept.
2999 South Wayside
Houston, Texas 77023
832-395-7000
askpark@houstontx.gov

*see next page for the numbered images of the accessible sidewalk from the Development Site to the Columbia Tap Rail Hike/Bike Trail*
METRORail Purple Line Travel Time End-to-End is 27 Minutes

Average Travel Time Theater District to:

<table>
<thead>
<tr>
<th>Platform</th>
<th>Direction</th>
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</table>
# Public Transportation

<table>
<thead>
<tr>
<th>Location</th>
<th>Address</th>
<th>Travel Time (In Minutes)</th>
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<tbody>
<tr>
<td>Theater District</td>
<td>Eastbound Westbound 550 Rusk St. 650 Capitol St.</td>
<td>–</td>
</tr>
<tr>
<td>Central Station</td>
<td>Eastbound Westbound 1150 Rusk 1150 Capitol St.</td>
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</tr>
<tr>
<td>Convention District</td>
<td>Eastbound Westbound 1715 Rusk St. 1615 Capitol St.</td>
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<tr>
<td>EaDo / Stadium</td>
<td>Eastbound and Westbound 2020 1/2 Texas Ave.</td>
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<tr>
<td><strong>Leeland / Third Ward</strong></td>
<td>Northbound Southbound 1550 Scott St. 1650 Scott St.</td>
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</tr>
<tr>
<td>Elgin / Third Ward</td>
<td>Northbound and Southbound 3250 Scott St.</td>
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<tr>
<td>TSU / UH Athletics District</td>
<td>Northbound and Southbound 3715 Scott St.</td>
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<tr>
<td>UH South / University Oaks</td>
<td>Northbound Southbound 4450 Wheeler St. 4451 Wheeler St.</td>
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</tr>
<tr>
<td>MacGregor Park / Martin Luther King, Jr.</td>
<td>Northbound Southbound 4750 1/2 Martin Luther King Blvd. 4751 1/2 Martin Luther King Blvd.</td>
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</tr>
<tr>
<td>Palm Center Transit Center</td>
<td>Eastbound and Westbound 5450 Griggs St.</td>
<td>27</td>
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## Weekdays

<table>
<thead>
<tr>
<th>Location</th>
<th>Date</th>
<th>Time</th>
<th>Frequency (In Minutes)</th>
</tr>
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<tbody>
<tr>
<td>Eastbound to Palm Center Transit Center</td>
<td><strong>Monday - Friday</strong> 4:27 a.m. - 9:39 p.m.</td>
<td>12</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Monday - Thursday</strong> 9:39 p.m. - 12:18 a.m.</td>
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<tr>
<td>Location</td>
<td>Date</td>
<td>Time</td>
<td>Frequency (In Minutes)</td>
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<tr>
<td><strong>Public Transportation</strong></td>
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<tr>
<td><strong>Westbound to Theater District Station</strong></td>
<td><strong>Friday</strong></td>
<td>9:39 p.m. - 2:08 a.m.</td>
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<td><strong>Monday - Friday</strong></td>
<td>4:02 a.m. - 9:53 p.m.</td>
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<td><strong>Monday - Thursday</strong></td>
<td>9:53 p.m. - 12:53 a.m.</td>
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<td><strong>Friday</strong></td>
<td>9:53 p.m. - 2:23 a.m.</td>
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**Weekends**

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<th>Frequency (In Minutes)</th>
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<tbody>
<tr>
<td>Eastbound to Palm Center Transit Center</td>
<td><strong>Saturday - Sunday</strong></td>
<td>5:03 a.m. - 9:39 p.m.</td>
<td>12</td>
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<td></td>
<td><strong>Saturday</strong></td>
<td>9:39 p.m. - 2:08 a.m.</td>
<td>18</td>
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<td></td>
<td><strong>Sunday</strong></td>
<td>9:39 p.m. - 12:18 a.m.</td>
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<tr>
<td>Westbound to Theater District Station</td>
<td><strong>Saturday - Sunday</strong></td>
<td>4:38 a.m. - 9:53 p.m.</td>
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**Last Train Times**

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<tr>
<td>Last Eastbound train from Theater District</td>
<td><strong>Sunday - Thursday</strong></td>
<td>12:18 a.m.</td>
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<tr>
<td>Last Westbound train from Palm Center TC</td>
<td><strong>Sunday - Thursday</strong></td>
<td>12:53 a.m.</td>
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<tr>
<td>Last Eastbound train from Theater District</td>
<td><strong>Friday - Saturday</strong></td>
<td>2:08 a.m.</td>
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<tr>
<td>Last Westbound train from Palm Center</td>
<td><strong>Friday - Saturday</strong></td>
<td>2:23 a.m.</td>
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or any comments, compliments, suggestions or questions call 713-635-4000, or submit a public comment.
Grocery Store

Pickup: Windhaven Plaza

Polk Kroger
Houston, TX
4000 Polk St
Houston, TX 77023

Store Phone: (713) 224-5105

Store Hours:
Sun - Sat: 6:00 AM - Midnight

*Normal Hours of operation. Please call store for changes.

Online Services:
Online Deli/Bakery Ordering  View Weekly Ad

Store Services:
Atm  Grocery
Bakery  I-wireless
Beer  Money Services
Check Cashing  Online Deli/Bakery Ordering
Coin Star  Red Box
Deli  Western Union
Drug & General Merchandise  Wine

ABOUT THE COMPANY
About the Company
Advertise With Us
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Community
Express HR

COMMUNITY
Kroger Community Rewards
Bringing Hope to the Table
Sharing Courage
Honoring Our Heroes

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FAQs
Contact Us
Customer Comments
Digital Coupons Policy
My Prescriptions FAQs

SERVICES
Deli/Bakery Ordering
Digital Coupons
Gift Card Mall
Join Our Customer Panel
Mobile App

GET THE CARD
Learn More
Pharmacy

Sick happens
Take care of your family.

< Back to store locator

STORE OPEN UNTIL 12:00 AM
PHARMACY OPEN UNTIL 9:00 PM

CVS Pharmacy at 4516 Harrisburg Boulevard Houston, TX 77011
713-224-6504  Store #6241

Pick up scripts with a scan of our app  Check store deals before you come in  Shop with CVS

Set as myCVS

Weekly ad

Store & Photo Hours
Monday through Friday  7:00 AM to 12:00 AM
OPEN
Saturday  7:00 AM to 12:00 AM
Sunday  7:00 AM to 12:00 AM

Pharmacy Hours
Monday through Friday  9:00 AM to 9:00 PM
OPEN
Saturday  9:00 AM to 6:00 PM
Sunday  10:00 AM to 6:00 PM

What services does this CVS offer?
Drive-Thru Pharmacy
Photo
Accepts SNAP
Pharmacy

SCORE 3X SAVINGS
ExtraCare® members who use our app save 3x more
Find out how

Capture memories.
Order photos online for free same-day pickup.
Get started
Health Related Facility

St. Joseph Medical Center
A STEWARD FAMILY HOSPITAL

Emergency Room - Downtown
1401 St. Joseph Parkway
Houston, TX 77002
713-757-7557

With more than 29,000 square feet of treatment space, advanced diagnostic technologies, 650-board-certified physicians, and specialists on call, there's no better place for emergency care in downtown Houston than St. Joseph Medical Center.

24 Hour Emergency Room in Downtown Houston, TX

St. Joseph Medical Center's Emergency Room was the first ER built in Houston. Patients who come to the Emergency Department at St. Joseph Medical Center enjoy a number of benefits:

- 64-slice CT scanner inside the ER for fast diagnostic images
- 26 patient rooms
- Large, secure waiting room
- Experienced ER physicians and staff that treat 2500-2800 patients per month
- All nurses certified ACLS, PAL, BLS, TNCC, NAHSS, ESI
- Certified Level III Trauma Center
- Certified Primary Stroke Center
- Telemetry partnership with UT Neuroscience Department for stroke victims
- Full-scale Intensive Care Unit (ICU)
- Fast door-to-discharge time of less than 2.5 hours
- Translation services
- Multi-space ambulance bay
- Convenient parking

If you or a loved one needs emergency care in Houston, dial 911 or visit the ER nearest you. Patients in need of immediate care – not experiencing an emergency – should reference this list of local clinics.

What Should I Expect At The St. Joseph Medical Center ER?

Triage
When you arrive at the St. Joseph Medical Center emergency room, a registered nurse will take your vital signs and record a short medical history. This sorting process helps the emergency care team to analyze and prioritize every single case.

Registration
After an initial evaluation, a registration clerk will take down your name, address, phone number, the name of your personal physician. You will also be asked to sign a treatment consent form. If one of our private rooms is available, the registration clerk will take this information from your bedside. Otherwise, if experiencing a non-life threatening emergency, you may be asked to wait in the reception area.
Child Care Search Result Details

Operation Details

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

<table>
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<td>Program Provided:</td>
<td>Child Care Program</td>
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<tr>
<td>Location Address:</td>
<td>700 TELEPHONE RD</td>
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<td>HOUSTON, TX 77023</td>
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<tr>
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<td>700 TELEPHONE RD</td>
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<td></td>
<td>HOUSTON, TX 77023</td>
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<tr>
<td>Phone Number:</td>
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<tr>
<td>County:</td>
<td>HARRIS</td>
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<tr>
<td>Website Address:</td>
<td></td>
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<tr>
<td>Email Address:</td>
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<tr>
<td>Administrator/Director Name:</td>
<td>Zawaria Ghani</td>
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<tr>
<td>Type of Issuance:</td>
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<td>Issuance Date:</td>
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<td>Total Capacity:</td>
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<td>Licensed to Serve Ages:</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:
  10 - 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, 3346 standards were evaluated for compliance at this operation.

• Of the standards evaluated 20 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:
  2 were weighted as High
  10 were weighted as Medium - High
  4 were weighted as Medium
  1 was weighted as Medium - Low
  3 were weighted as Low
  Click on the weight to see additional details about each deficiency.

Disclaimer: The online compliance history includes only information after January 1, 2002. In addition, the online compliance history does not include minimum standard violations or corrective or adverse actions until after the child-care operation has had due process or waived its rights. For compliance history prior to January 1, 2002 or history with pending due process, please contact your local licensing office. Child Care Licensing disclaims liability for any errors or omissions from the compliance history information.

Websites and Email addresses are based on information given to DFPS by the Operation/Caregiver. If you experience problems with these addresses please contact the Operation/Caregiver.
# Public Universities

**Download the Excel Version**

<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 President</td>
<td>(325) 942-2073</td>
</tr>
<tr>
<td>Lamar University</td>
<td>Kenneth Evans President</td>
<td>(409) 880-7011</td>
</tr>
<tr>
<td>Midwestern State University</td>
<td>Suzanne Shipey President</td>
<td>(940) 397-4000</td>
</tr>
<tr>
<td>Prairie View A&amp;M University</td>
<td>Ruth J. Simmons President</td>
<td>(936) 857-3311</td>
</tr>
<tr>
<td>Sam Houston State University</td>
<td>Dana G. Hoyt President</td>
<td>(866) 294-1111</td>
</tr>
<tr>
<td>Stephen F. Austin State University</td>
<td>Steve Westbrook Intern</td>
<td>(936) 468-2011</td>
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<tr>
<td>Sul Ross State University</td>
<td>William (Bill) Köbler President</td>
<td>(432) 837-8011</td>
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<tr>
<td>Sul Ross State University Rio Grande College</td>
<td>William (Bill) Köbler President</td>
<td>(830) 278-3339</td>
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<tr>
<td>Tarleton State University</td>
<td>F. Dominic Dottavio President</td>
<td>(254) 968-9000</td>
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<tr>
<td>Texas A&amp;M International University</td>
<td>Pablo Areaz President</td>
<td>(956) 326-2001</td>
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<tr>
<td>TAMU</td>
<td>Michael K. Young President</td>
<td>(979) 845-3211</td>
</tr>
<tr>
<td>Texas A&amp;M University at Galveston</td>
<td>Col. Michael E. Fossum Chief Operating Officer</td>
<td>(877) 322-4443</td>
</tr>
<tr>
<td>Texas A&amp;M University System</td>
<td>John Sharp Chancellor</td>
<td>(979) 458-6000</td>
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<tr>
<td>Texas A&amp;M University-Central Texas</td>
<td>Marc Niglizazo President</td>
<td>(254) 519-5400</td>
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<tr>
<td>Texas A&amp;M University-Commerce</td>
<td>Mark Runin President</td>
<td>(903) 886-5014</td>
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<tr>
<td>Texas A&amp;M University-Corpus Christi</td>
<td>Kelly M. Quintavilla President</td>
<td>(361) 825-5700</td>
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<td>Texas A&amp;M University-Kingsville</td>
<td>Mark A. Hussey President</td>
<td>(361) 593-3207</td>
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<tr>
<td>Texas A&amp;M University-San Antonio</td>
<td>Cynthia Teniente-Matson President</td>
<td>(210) 932-6299</td>
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<tr>
<td>Texas A&amp;M University-Texarkana</td>
<td>Emily F. Cutrer President</td>
<td>(903) 223-3000</td>
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<td>Texas Southern University</td>
<td>Austin A. Lane President</td>
<td>(713) 313-7011</td>
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<td>Denise Trauth President</td>
<td>(512) 245-2111</td>
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<td>Brian McCulli</td>
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<tr>
<td><strong>University of Houston</strong></td>
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<tr>
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<tr>
<td>Renu Khator</td>
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<tr>
<td>(713) 743-8820</td>
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<tr>
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<tr>
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</tr>
<tr>
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</tr>
<tr>
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<tr>
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<tr>
<td>Chancellor</td>
</tr>
<tr>
<td>Ira K. Blake</td>
</tr>
<tr>
<td>(281) 283-7600</td>
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<tr>
<td>Houston, TX 77002</td>
</tr>
<tr>
<td>Chancellor</td>
</tr>
<tr>
<td>Juan Sánchez Muñoz</td>
</tr>
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<td>(713) 221-4000</td>
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<td>3007 N. Ben Wilson</td>
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<tr>
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<tr>
<td>President</td>
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<tr>
<td>Robert Glenn</td>
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<tr>
<td>(361) 570-4848</td>
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<tbody>
<tr>
<td>1163 Union Circle #31277</td>
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<tr>
<td>Denton, TX 76203</td>
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<tr>
<td>President</td>
</tr>
<tr>
<td>Neal J. Smatresk</td>
</tr>
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<td>(940) 565-2000</td>
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<tr>
<td>President</td>
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<tr>
<td>Robert Mong</td>
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<td>(972) 780-3602</td>
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<tr>
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<tr>
<td>Lesa Roe</td>
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<td>(840) 863-2000</td>
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<tr>
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<tr>
<td>Canyon, TX 79010</td>
</tr>
<tr>
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<tr>
<td>Walter Wender</td>
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<tr>
<td>(806) 851-2000</td>
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UNIVERSITY of HOUSTON

UH Publications

2019-2020 Undergraduate Catalog

Major and Minor Fields of Study Listed Alphabetically

Programs & Degrees > Major and Minor Fields of Study Listed Alphabetically

Preparation Program
- Pre-ASLI
- Preparation for Pharmacy

Honors Program
- Bauer Business Honors Program
- Bonner Leaders Program
- Honors Biomedical Sciences
- Honors Program in the Health Professions

Major
- Accounting, B.B.A.
- African American Studies, B.A.
- American Sign Language Interpreting, B.A.
- Anthropology, B.A.
- Anthropology, B.S.
Policies

Programs & Degrees

Courses

Colleges

Architecture and Design

The Arts

Business

Education

Engineering

Exploratory Studies

Honors

Hotel and Restaurant Management

Law

Liberal Arts & Social Sciences

Natural Sciences and Mathematics

Nursing

Optometry

- Applied Music, B.M.
- Architecture, B.Arch.
- Art History, B.A.
- Art, B.A.
- Art, B.F.A.
- Biochemical and Biophysical Sciences, B.A.
- Biochemical and Biophysical Sciences, B.S.
- Biology, B.A.
- Biology, B.S.
- Biomedical Engineering, B.S.B.E.
- Biotechnology, B.S.
- Chemical Engineering, B.S.Ch.E.
- Chemistry, B.A.
- Chemistry, B.S.
- Chinese Studies, B.A.
- Civil Engineering, B.S.C.E.
- Classical Studies, B.A.
- Communication Sciences and Disorders, B.A.
- Communication Sciences and Disorders, B.S.
- Communication Studies, B.A.
- Computer Engineering Technology, B.S.
- Computer Engineering, B.S.Cp.E.
- Computer Information Systems, B.S.
- Computer Science, B.S.
- Construction Management, B.S.
- Dance, B.A.
- Dance, BFA
- Digital Media, B.S.
- Earth Science, B.A.
- Economics, B.A.
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<td>French, B.A.</td>
</tr>
<tr>
<td></td>
<td>Geology, B.S.</td>
</tr>
<tr>
<td></td>
<td>Geophysics, B.S.</td>
</tr>
<tr>
<td></td>
<td>Health Communication, B.A.</td>
</tr>
<tr>
<td></td>
<td>Health, B.S.</td>
</tr>
<tr>
<td></td>
<td>History, B.A.</td>
</tr>
<tr>
<td></td>
<td>Hotel and Restaurant Management, B.S.</td>
</tr>
<tr>
<td></td>
<td>Human Development and Family Studies, B.A.</td>
</tr>
<tr>
<td></td>
<td>Human Development and Family Studies, B.S.</td>
</tr>
<tr>
<td></td>
<td>Human Development and Family Studies, B.S. - with EC-6 Generalist Certification</td>
</tr>
<tr>
<td></td>
<td>Human Development and Family Studies, B.S. - with Nonprofit Leadership Alliance Certification</td>
</tr>
</tbody>
</table>
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/nofas-rules.htm. Please contact jason.burr@tdhca.state.tx.us with any questions.

<table>
<thead>
<tr>
<th>Census Tract</th>
<th>Census Tract Abr.</th>
<th>Estimate Total</th>
<th>Associates Degree or Higher</th>
<th>Rate of Assoc degree or higher by Census tract</th>
</tr>
</thead>
<tbody>
<tr>
<td>458 48201254600</td>
<td>Census Tract 2546, Harris County, Texas</td>
<td>2621</td>
<td>380</td>
<td>14.50%</td>
</tr>
<tr>
<td>459 48201254700</td>
<td>Census Tract 2547, Harris County, Texas</td>
<td>1648</td>
<td>450</td>
<td>27.31%</td>
</tr>
<tr>
<td>460 48201310200</td>
<td>Census Tract 3102, Harris County, Texas</td>
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<td>1228</td>
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</tr>
<tr>
<td>461 48201310300</td>
<td>Census Tract 3103, Harris County, Texas</td>
<td>3357</td>
<td>990</td>
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</tr>
<tr>
<td>462 48201310400</td>
<td>Census Tract 3104, Harris County, Texas</td>
<td>2175</td>
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</tr>
<tr>
<td>463 48201310500</td>
<td>Census Tract 3105, Harris County, Texas</td>
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<td>325</td>
<td>9.90%</td>
</tr>
<tr>
<td>464 48201310600</td>
<td>Census Tract 3106, Harris County, Texas</td>
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<td>23.61%</td>
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<tr>
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<td>Census Tract 3107, Harris County, Texas</td>
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<tr>
<td>466 48201310800</td>
<td>Census Tract 3108, Harris County, Texas</td>
<td>1535</td>
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<tr>
<td>467 48201310900</td>
<td>Census Tract 3109, Harris County, Texas</td>
<td>3326</td>
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<tr>
<td>468 48201311000</td>
<td>Census Tract 3110, Harris County, Texas</td>
<td>3833</td>
<td>392</td>
<td>10.23%</td>
</tr>
<tr>
<td>469 48201311100</td>
<td>Census Tract 3111, Harris County, Texas</td>
<td>3461</td>
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<tr>
<td>470 48201311200</td>
<td>Census Tract 3112, Harris County, Texas</td>
<td>3280</td>
<td>467</td>
<td>14.24%</td>
</tr>
<tr>
<td>471 48201311300</td>
<td>Census Tract 3113, Harris County, Texas</td>
<td>3267</td>
<td>507</td>
<td>15.52%</td>
</tr>
<tr>
<td>472 48201311400</td>
<td>Census Tract 3114, Harris County, Texas</td>
<td>931</td>
<td>133</td>
<td>14.29%</td>
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<tr>
<td>473 48201311500</td>
<td>Census Tract 3115, Harris County, Texas</td>
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<tr>
<td>474 48201311600</td>
<td>Census Tract 3116, Harris County, Texas</td>
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<tr>
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<tr>
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<tr>
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<tr>
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<td>Census Tract 3122, Harris County, Texas</td>
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</tr>
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<td>Census Tract 3123, Harris County, Texas</td>
<td>1372</td>
<td>457</td>
<td>33.31%</td>
</tr>
<tr>
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<td>Census Tract 3124, Harris County, Texas</td>
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<td>261</td>
<td>16.70%</td>
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<tr>
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<tr>
<td>484 48201312600</td>
<td>Census Tract 3126, Harris County, Texas</td>
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<td>71.83%</td>
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<tr>
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<td>Census Tract 3127, Harris County, Texas</td>
<td>1783</td>
<td>810</td>
<td>45.45%</td>
</tr>
</tbody>
</table>
COMMUNITY. SERVICE. SUPPORT.

HOURS OF OPERATION
Monday- Friday: 8:00 AM - 5:00 PM
Saturdays: On Request
Sundays: Closed

ABOUT BLUE TRIANGLE
The Blue Triangle is one of Houston's oldest community centers located in the Third Ward. Blue Triangle Multi Cultural Association, Inc. has provided service to the Houston community for almost 100 years.

CONTACT US
3005 McGowen St, Houston, Texas
77004
Phone: (713) 650-3877
Voicemail: (713) 650-3878

TEACHING THE COMMUNITY TO SWIM IS OUR PASSION
VENUE RENTAL

Blue Triangle Community Center is available to the community for rental. We are available open Monday - Friday, and Saturday for bookings. Please review our prices and capacity below.

Classroom
Rental fee is $80 per hour with a $20 per hour Building maintenance. Capacity is 35 people.

Gymnasium
Rental fee is $80 per hour with a $20 per hour Building maintenance. Capacity is 200 people.

Board Room
Rental fee is $80 per hour with a $20 per hour Building maintenance. Capacity is 20 people.

Swimming Pool
Rental fee is $100 per hour with a $20 per hour LifeGuard fee. Capacity is 75 people.

Office Space
Monthly Rental fee is $450 per month. Office Availability is 5 offices.

Meeting Rooms
Rental fee is $80 per hour with a $20 per hour Building maintenance. Capacity is 35 people.

Commercial Kitchen
Rental fee is $50 per hour. Kitchen includes range, oven, deep sink, pantry storage, refrigerator.
Settegast Park
Settegast Park, Houston, Texas

Adjacent to the community center building, Settegast Park offers a playground, lighted tennis courts, lighted sports field, swimming pool, volleyball courts, and an outdoor basketball pavilion.

View upcoming Settegast Community Center events »
PLACES

search: Settegast

Settegast Park
3000 Garrow St
Houston, TX 77003

View on Google Maps
Interfaith Ministries' Meals on Wheels for Greater Houston and Galveston County program provides home-delivered meals to over 4,400 homebound seniors and disabled adults in five counties – Harris, Galveston, Montgomery, Liberty and Chambers. The program also delivers weekend meals and a week's worth of breakfast to over 1,100 of our most frail and isolated clients. This nutritional support helps people stay independent and in their own homes. Sign up by contacting us at 713-553-4978.

Meals on Wheels for Greater Houston and Galveston County is able to serve clients with the help of partners like Harris County Area Agency on Aging, Texas Health and Human Services Commission and Managed Care Organizations serving Southeast Texas. In conjunction with the Harris County Community Services Department, IM reaches out to the remote areas of Harris County, serving elders across the county. IM also partners with organizations in Liberty, Chambers and Montgomery Counties to deliver meals.

Additionally, our AniMeals program delivers pet food to over 1,300 cats and dogs of Meals on Wheels clients so they not feel compelled to share their limited food and resources with their furry friends. IM collects donated pet food that volunteers deliver each month to clients. Learn more about AniMeals.

Lead Sponsors

Thank you to our Lead Corporate Sponsor:
Underserved Area Map
48201310200 Qualifies for the Affordable Housing Needs Indicator three Underserved Points

Southlawn at Milby
1810 Milby Street
Houston, Texas
Census Tract 48201310200 Qualifies for the Affordable Housing Needs Indicator. Thus it gets three points for Underserved.
2020 FEMA Declared Disaster Areas
Counts Eligible under
§11.9(d)(8) of the 2020 QAP
Readiness to Proceed in Disaster Impacted Counties
As of January 22, 2020

Aransas  Fayette  Jefferson  Orange
Austin   Fort Bend   Jim Wells   Polk
Bastrop  Galveston   Karnes   Refugio
Bee     Goliad   Kleberg   Sabine
Brazoria Gonzales   Lavaca   San Jacinto
Caldwell Grimes   Lee   San Patricio
Calhoun Hardin   Liberty   Tyler
Cameron Harris  Matagorda   Victoria
Chambers Hidalgo   Montgomery   Walker
Colorado Jackson   Newton   Waller
DeWitt  Jasper   Nueces   Willacy
February 23, 2020

Ms. Marni Holloway  
TDHCA  
221 E. 11th Street  
Austin, TX 78701

Re: 2020 Southlawn 90, LP – Readiness to Proceed and Project Execution Plan

On behalf of 2020 Southlawn 90, LP (the “Applicant”), I am writing to demonstrate the Applicant’s readiness to proceed and capacity to close all financing for Southlawn at Milby Apartments (the “Development”) on or before the last business day of November 2020.

Readiness to proceed is demonstrated by the initial due diligence performed to-date by the Lender & Syndicator, in addition to the Applicant’s familiarity with the necessary processes that must be undergone to obtain building permits, close on construction financing and start construction on projects located in the City of Houston. This familiarity is evidenced by the Applicant assembling a deal team including the Architect, Engineer, Management Team, Lender and Syndicator.

The Applicant’s capacity to close has been acknowledged by the deal team including the financial, design, and construction partners. The Applicant has engaged Amegy Bank (Lender) and Raymond James (Syndicator) and they are able to start initial due diligence, accelerate final due diligence and implement an efficient timely closing process. Please see the following page for an exhibit of the development schedule and project execution plan.

Sincerely,

[signature]

Rene Campos
Readiness to Proceed Certifications

The Applicant, 2020 Southlawn 90, LP is seeking five (5) Readiness to Proceed points for its 2020 Tax Credit Application, Application #20096, per the guidelines laid out in the 2020 QAP. The undersigned, acting as the authorized signer for 2020 Southlawn 90, 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 Harris 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. 2020 Southlawn 90, LP, will close all financing on or before the last business day of November 2020.
4. 2020 Southlawn 90, LP, will fully execute the construction contract on or before the last business day of November 2020.
5. The site is in the City of Houston, a jurisdiction that does not have zoning. Thus, zoning is in place prior to the closing deadline.
6. 2020 Southlawn 90, 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.

By: Rene Campos
Authorized Representative
Readiness to Proceed Narrative

If awarded, the Applicant is prepared to close on all financing on or before the last business day of November 2020. Submission for building permits is to occur in June 2020 and once plans have been approved the Applicant will fully execute the construction contract.

Zoning: The development is in the City of Houston and there is no zoning in Houston. Thus, zoning will be in place by the last business day of November.

Financing Partner Readiness: The lender, Amegy Bank, and equity provider, Raymond James, have received extensive information regarding the development and proforma. Both lender and equity provider have experience partnering with the Applicant entities on previous tax credit developments and will be able to move quickly to closing. As demonstrated by acknowledgements provided, the financial partners are prepared to close on the loan/partnership by the last business day of November 2020.

Design & Approvals: The architectural and engineering sets of plans for the development are underway, which will allow the Applicant to close by the last business day in November 2020. BGE, Inc., the civil engineer for the Development, has identified that the process for securing a building permit approval will take 12 to 16 weeks. Based on our critical path schedule, which has the Developer submitting for building permits in June of 2020.

Acquisition: 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.

Construction: Based on our schedule, the Developer will be submitting for site plan approval and building permits in May of 2020, the project will on track to begin construction in December 2020. The Developer has already selected a contractor, Core Construction who is currently providing pre-construction services and seeking local bids for major sub work that we are utilizing for our Development Cost Schedule.
Readiness to Proceed Timeline

April 2020: Submit final site plan to City for initial review
April 2020: Receive comments from initial review and revise plans accordingly, (2nd submission occurs)
May 2020: Site plan acceptance by City
June 2020: Lender and Equity Due Diligence Complete
June 2020: Permit submission to the City for initial review; receive comments from initial review and revise accordingly
July 2020: Tax Credit Award
August 2020: Second permit submission to the City
August 2020: Sign MOU with Management Company
October 2020: Permit Plan acceptance and Permit Ready letter issued by the City
September 2020: Organization documents finalized with Equity Partner Loan documents finalized with Lender
November 2020: Transaction coordination with Debt, Equity and Title Team (i.e., finalization of closing draw, document execution)
October 2020: Contract Negotiations Complete and Signed
November 2020: Final Closing
November 2020: Permit Fees Paid and Permits Released
November 2020: Construction to Begin
November 2021: First building placed in service
April 2022: Construction Complete
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>not specified</td>
<td>3.25</td>
<td>na</td>
<td>3.251</td>
</tr>
</tbody>
</table>

Feasibility Report Survey: 3.251101928
Feasibility Report Engineer’s Plan: 3.251

(*) 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:

All differences in site control area are due to rounding associated with service providers utilizing different decimal places.

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>Entity Name</th>
<th>Contact Name</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></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:

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?

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:</th>
<th>Relationship:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Site Control is in the form of:

- [x] Contract for sale.
- [ ] 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: 7/7/2020
Anticipated Closing Date: 7/7/2020

- [x] Title Commitment or Title Policy is included behind this tab (per 10 TAC §11.204(12)).
- [ ] The Property has the following encumbrance(s):

<table>
<thead>
<tr>
<th>Eff Date</th>
<th>Feas</th>
<th>Closing</th>
<th>Ext</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1/7/2020</td>
<td>5/6/2020</td>
<td>7/5/2020 None</td>
</tr>
<tr>
<td>2</td>
<td>1/17/2020</td>
<td>5/16/2020</td>
<td>6/15/2020</td>
</tr>
</tbody>
</table>
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:  

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.  
     * Resolution not due until Resolutions Delivery Date for Tax-Exempt Bond Developments  
   - 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: ____________

2/26/2020
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 clearly showing the 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
AMENDMENT TO COMMERCIAL CONTRACT BETWEEN THE UNDERSIGNED BUYER AND SELLER CONCERNING THE PROPERTY AT

1810 Milby, Houston, TX 77003

Effective May 7, 2020, Seller and Buyer amend the contract as follows: (Check all applicable boxes.)

☐ A. Sales Price: The sales price in Paragraph 3 of the contract is changed to:
   - Cash portion payable by Buyer at closing. ......................................... $ ___________________
   - Sum of all financing described in the contract. ..................................... $ ___________________
   - Sales price (sum of cash portion and sum of all financing) .................... $ ___________________

☐ B. Property Description: The Property's legal description in Paragraph 2A of the contract is changed to:

☐ C. Repairs: Buyer accepts the Property in its present condition except that Seller, at Seller's expense, will complete the following before closing:

(TAR-1932) 1-26-10

Initiated for Identification by Seller: [Signature] and Buyer: [Signature]
Amendment to Commercial Contract concerning 1810 Milby, Houston, TX 77003

D. Extension of Feasibility Period: For nominal consideration, the receipt of which Seller acknowledges, and the consideration described under (1) or (2) below, if any, Buyer's right to terminate under Paragraph 7B of the contract is extended until 11:59 p.m. on July 7, 2020.

☐ (1) The independent consideration for Buyer's right to terminate that will be deducted from the earnest money if Buyer terminates the contract under Paragraph 7B(1) is increased to a total amount of $_____________. (Insert an amount greater than the amount in Paragraph 7B(1) of the contract.)

☑ (2) Buyer has paid Seller additional consideration of $10,000.00 for the extension. This additional consideration will not be credited to the sales price upon the closing of the sale.

E. Closing: The closing date in Paragraph 10A of the contract is changed to September 15, 2020.

☐ F. Expenses: At closing Seller will pay the first $_____________ of Buyer's expenses under Paragraph 13 of the contract.

☐ G. Waiver of Right to Terminate: Upon final acceptance of this Amendment, Buyer waives the right to terminate under Paragraph 7B of the contract.

☑ H. Other Modifications:

Section 12 - Earnest money release of $5,000.00 on May 7, 2020, $5,000.00 on June 8, 2020 and $5,000.00 on July 7, 2020.

The closing date as set forth in the original contract (Section 10-A) or in this First Amendment may be extended up to an additional ninety days upon seller request; however, request must be made no later than August 20, 2020.

[Signature]

Seller: Hasna Warehouse LLC

By: __________________________

By (signature): mahmoudharmouche
Printed Name: Mahmoud Harmouche
Title: Managing Member

By: __________________________

[Signature]

Buyer: 2020 Southlawn 90, LP (as successor-in-interest to Eureka Holdings Acquisitions, LP)

By: __________________________

By (signature): [Signature]
Printed Name: Harris Block
Title: AUTHORIZED AGENT

By: __________________________

[Signature]

(TAR-1932) 1-26-10

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.ziplogix.com
AMENDMENT TO COMMERCIAL CONTRACT BETWEEN THE UNDERSIGNED BUYER AND SELLER
CONCERNING THE PROPERTY AT

1900 Milby and 1901 Miller, Houston, TX 77003

Effective May 16, 2020, Seller and Buyer amend the contract as follows: (Check all applicable boxes.)

☐ A. Sales Price: The sales price in Paragraph 3 of the contract is changed to:
   - Cash portion payable by Buyer at closing: $____________
   - Sum of all financing described in the contract: $____________
   - Sales price (sum of cash portion and sum of all financing): $____________

☐ B. Property Description: The Property's legal description in Paragraph 2A of the contract is changed to:

☐ C. Repairs: Buyer accepts the Property in its present condition except that Seller, at Seller's expense, will complete the following before closing:

(TAR-1932) 1-26-10
Initiated for Identification by Seller: _______ and Buyer: _______

Page 1 of 2
Amendment to Commercial Contract concerning 1900 Milby and 1901 Miller, Houston, TX 77003

☐ D. Extension of Feasibility Period: For nominal consideration, the receipt of which Seller acknowledges, and the consideration described under (1) or (2) below, if any, Buyer's right to terminate under Paragraph 7B of the contract is extended until 11:59 p.m. on _______________________.

☐ (1) The independent consideration for Buyer's right to terminate that will be deducted from the earnest money if Buyer terminates the contract under Paragraph 7B(1) is increased to a total amount of $ _______________. (Insert an amount greater than the amount in Paragraph 7B(1) of the contract.)

☐ (2) Buyer has paid Seller additional consideration of $ _______________ for the extension. This additional consideration will not be credited to the sales price upon the closing of the sale.

☑ E. Closing: The closing date in Paragraph 10A of the contract is changed to September 15, 2020.

☐ F. Expenses: At closing Seller will pay the first $ _______________ of Buyer's expenses under Paragraph 13 of the contract.

☐ G. Waiver of Right to Terminate: Upon final acceptance of this Amendment, Buyer waives the right to terminate under Paragraph 7B of the contract.

☑ H. Other Modifications:

Buyer will deposit $25,000 of additional Earnest Money, which will be non-refundable to Buyer (except in the event of a Seller default). Buyer will release the $25,000, which will be non-refundable to Buyer (except in the event of a Seller default) to the Seller on June 15, 2020, but will be applicable to the Purchase Price.

The last sentence in Paragraph 12, Special Provisions, is deleted.

Seller: Pacific Jade Family LP

By: ____________________________

By (signature): [Signature]

Printed Name: Cathy Teng

Title: Partner

Buyer: 2020 Southlawn 60, LP (as successor-in-interest to Eureka Holdings Acquisitions, LP)

By: ____________________________

By (signature): [Signature]

Printed Name: Harris Block

Title: Authorized Agent
ASSIGNMENT OF CONTRACT
(1810 Milby; Houston, Texas)

THIS ASSIGNMENT OF CONTRACT (this “Assignment”) is made and entered into as of February 26, 2020, by and between EUREKA HOLDINGS ACQUISITIONS, LP, a Texas limited partnership (“Assignor”), and 2020 SOUTHLAWN 90, LP, a Texas limited partnership (“Assignee”).

WITNESSETH

WHEREAS, Assignor, as “Buyer,” and Hasna Warehouse LLC, a Texas limited liability company (“Seller”), are parties to that certain Commercial Contract – Improved Property, dated as of January 7, 2020 (the “Contract”), whereby Seller agreed to sell and Assignor agreed to purchase the property described in the Contract upon the terms and conditions contained in the Contract; and

WHEREAS, Assignor desires to assign all of the right, title and interest it has in the Contract to Assignee; and

WHEREAS, Assignee desires to acquire all of the right, title and interest of Assignor under the Contract and agrees to become subject to and bound by the terms and conditions of the Contract.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants herein contained and other good and valuable consideration in hand paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby represents and warrants to Assignee that the Contract is valid, enforceable and in force.

2. Assignor hereby sells, transfers, assigns and conveys to Assignee all of its right, title and interest in the Contract.

3. Assignee hereby assumes and covenants to perform all duties and obligations of Assignor under the Contract.

4. Assignee hereby agrees to be subject to and bound by the terms and conditions of the Contract.

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

6. This Assignment shall inure to the benefit of and be binding upon Assignor and Assignee and their respective successors and assigns.

7. This Assignment is the entire agreement between the parties which may not be amended or modified in any manner without the written approval of the parties hereto.

8. This Assignment may be executed in multiple counterparts, all of which shall be deemed originals, but which will evidence one and the same instrument. Each party hereto, Seller and the Title Company under the Contract shall be entitled to rely on a scanned/emailed pdf executed copy of this Assignment as evidence of the execution of this Assignment by a party hereto.
IN WITNESS WHEREOF, the parties hereto have executed this Assignment to be effective as of the date first set forth above.

ASSIGNOR:

EUREKA HOLDINGS ACQUISITIONS, LP, a Texas limited partnership

By: Eureka Holdings Acquisitions GP, Inc., a Texas corporation its General Partner

By: __________________________
   René O. Campos,
   President

ASSIGNEE:

2020 SOUTHLAWN 90, LP, a Texas limited partnership

By: 2020 Southlawn GP, LLC a Texas limited liability company its General Partner

By: __________________________
   René O. Campos,
   President
COMMERCIAL CONTRACT - IMPROVED PROPERTY

1. PARTIES: Seller agrees to sell and convey to Buyer the Property described in Paragraph 2. Buyer agrees to buy the Property from Seller for the sales price stated in Paragraph 3. The parties to this contract are:

**Seller:** Hasna Warehouse LLC

Address: 9411 Cranleigh Ct, Houston, TX 77086-4207
Phone: (713)298-3647       E-mail: mhr.harmouche@gmail.com
Fax: Other:

**Buyer:** Eureka Holdings Acquisitions LP and or assigns

Address: 603 West 8th Street, Austin, TX 75201
Phone: (214)363-2628, ext 106       E-mail: harris@eurekaholdings.com
Fax: Other:

2. PROPERTY:

A. "Property" means that real property situated in Harris County, Texas at 1810 Milby, Houston TX 77003 (address) and that is legally described on the attached Exhibit or as follows:
   Lots 6, 8 Block 2, Lots 1-4 and 7 Block 4 & 1A Block 6, Lot 8 Block 5, Edmundson 2, Lots 1-5, 6A Block 3, Senecal Place Pastoriza

B. Seller will sell and convey the Property together with:
   (1) all buildings, improvements, and fixtures;
   (2) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, and rights-of-way;
   (3) Seller's interest in all leases, rents, and security deposits for all or part of the Property;
   (4) Seller's interest in all licenses and permits related to the Property;
   (5) Seller's interest in all third party warranties or guaranties, if transferable, relating to the Property or any fixtures;
   (6) Seller's interest in any trade names, if transferable, used in connection with the Property; and
   (7) all Seller's tangible personal property located on the Property that is used in connection with the Property's operations except:

Any personal property not included in the sale must be removed by Seller prior to closing.

(Describe any exceptions, reservations, or restrictions in Paragraph 12 or an addendum.)
(If mineral rights are to be reserved an appropriate addendum should be attached.)
(If the Property is a condominium, attach Commercial Contract Condominium Addendum (TXR-1930) or (TXR-1946).)

3. SALES PRICE: At or before closing, Buyer will pay the following sales price for the Property:

   A. Cash portion payable by Buyer at closing ................. $ 4,600,000.00
   B. Sum of all financing described in Paragraph 4 ................. $ 
   C. Sales price (sum of 3A and 3B) .................. $ 4,600,000.00

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4. **FINANCING:** Buyer will finance the portion of the sales price under Paragraph 3B as follows:

- **A. Third Party Financing:** One or more third party loans in the total amount of $________________________. This contract:
  - (1) is **not** contingent upon Buyer obtaining third party financing.
  - (2) is contingent upon Buyer obtaining third party financing in accordance with the attached Commercial Contract Financing Addendum (TXR-1931).

- **B. Assumption:** In accordance with the attached Commercial Contract Financing Addendum (TXR-1931). Buyer will assume the existing promissory note secured by the Property, which balance at closing will be $________________________.

- **C. Seller Financing:** The delivery of a promissory note and deed of trust from Buyer to Seller under the terms of the attached Commercial Contract Financing Addendum (TXR-1931) in the amount of $________________________.

5. **EARNEST MONEY:**

- A. Not later than 3 days after the effective date, Buyer must deposit $10,000.00 as earnest money with Jerel Hill Law Office at Commonwealth Title of Houston (713) 426-4849 (title company) at 550 Westcott, #260, Houston TX 77007 (address) Dallas Russell, Sr. (closer). If Buyer fails to timely deposit the earnest money, Seller may terminate this contract or exercise any of Seller’s other remedies under Paragraph 15 by providing written notice to Buyer before Buyer deposits the earnest money.

- B. Buyer will deposit an additional amount of $50,000.00 with the title company to be made part of the earnest money on or before:
  - (i) **Sixty (60) days from the effective date**
  - (ii) **Sixty (60) days from the effective date**

  Buyer will be in default if Buyer fails to deposit the additional amount required by this Paragraph 5B within 3 days after Seller notifies Buyer that Buyer has not timely deposited the additional amount.

- C. Buyer may instruct the title company to deposit the earnest money in an interest-bearing account at a federally insured financial institution and to credit any interest to Buyer.

6. **TITLE POLICY, SURVEY, AND UCC SEARCH:**

- **A. Title Policy:**
  1. Seller, at Seller's expense, will furnish Buyer an Owner's Policy of Title Insurance (the title policy) issued by any underwriter of the title company in the amount of the sales price, dated at or after closing, insuring Buyer against loss under the title policy, subject only to:
     - those title exceptions permitted by this contract or as may be approved by Buyer in writing; and
     - the standard printed exceptions contained in the promulgated form of title policy unless this contract provides otherwise.
  2. The standard printed exception as to discrepancies, conflicts, or shortages in area and boundary lines, or any encroachments or protrusions, or any overlapping improvements:
     - (a) will not be amended or deleted from the title policy.
     - (b) will be amended to read "shortages in areas" at the expense of **X** Buyer  **☐** Seller.
  3. Within 10 days after the effective date, Seller will furnish Buyer a commitment for title insurance (the commitment) including legible copies of recorded documents evidencing title exceptions. Seller authorizes the title company to deliver the commitment and related documents to Buyer at Buyer's address.

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1810 Milby
B. Survey: Within __15__ days after the effective date:

☐ (1) Buyer will obtain a survey of the Property at Buyer's expense and deliver a copy of the survey to Seller. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveys' standards for a Category 1A survey under the appropriate condition. Seller will reimburse Buyer ___________________________ (insert amount) of the cost of the survey at closing, if closing occurs.

☐ (2) Seller, at Seller's expense, will furnish Buyer a survey of the Property dated after the effective date. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveys' standards for a Category 1A survey under the appropriate condition.

X (3) Seller will deliver to Buyer and the title company a true and correct copy of Seller's most recent survey of the Property along with an affidavit required by the title company for approval of the existing survey. If the existing survey is not acceptable to the title company, Seller [X] Buyer (updating party), will, at the updating party's expense, obtain a new or updated survey acceptable to the title company and deliver the acceptable survey to the other party and the title company within 30 days after the title company notifies the parties that the existing survey is not acceptable to the title company. The closing date will be extended daily up to 30 days if necessary for the updating party to deliver an acceptable survey within the time required. The other party will reimburse the updating party ___________________________ (insert amount or percentage) of the cost of the new or updated survey at closing, if closing occurs.

C. UCC Search:

☐ (1) Within _______ days after the effective date, Seller, at Seller's expense, will furnish Buyer a Uniform Commercial Code (UCC) search prepared by a reporting service and dated after the effective date. The search must identify documents that are on file with the Texas Secretary of State and the county where the Property is located that relate to all personal property on the Property and show, as debtor, Seller and all other owners of the personal property in the last 5 years.

☐ (2) Buyer does not require Seller to furnish a UCC search.

D. Buyer's Objections to the Commitment, Survey, and UCC Search:

(1) Within __20__ days after Buyer receives the last of the commitment, copies of the documents evidencing the title exceptions, any required survey, and any required UCC search, Buyer may object to matters disclosed in the items if: (a) the matters disclosed are a restriction upon the Property or constitute a defect or encumbrance to title to the real or personal property described in Paragraph 2 other than those permitted by this contract or liens that Seller will satisfy at closing or Buyer will assume at closing; or (b) the items show that any part of the Property lies in a special flood hazard area (an "A" or "V" zone as defined by FEMA). If the commitment or survey is revised or any new document evidencing a title exception is delivered, Buyer may object to any new matter revealed in such revision or new document. Buyer's objection must be made within the same number of days stated in this paragraph, beginning when the revision or new document is delivered to Buyer. If Paragraph 6B(1) applies, Buyer is deemed to receive the survey on the earlier of: (i) the date Buyer actually receives the survey; or (ii) the deadline specified in Paragraph 6B.

(2) Seller may, but is not obligated to, cure Buyer's timely objections within 15 days after Seller receives the objections. The closing date will be extended as necessary to provide such time to cure the objections. If Seller fails to cure the objections by the time required, Buyer may terminate this contract by providing written notice to Seller within 5 days after the time by which Seller must cure the objections. If Buyer terminates, the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer.

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Initiated for Identification by Seller ___________ and Buyer ___________.

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7. PROPERTY CONDITION:

A. Present Condition: Buyer accepts the Property in its present condition except that Seller, at Seller's expense, will complete the following before closing: As-Is.

B. Feasibility Period: Buyer may terminate this contract for any reason within 120 days after the effective date (feasibility period) by providing Seller written notice of termination.

1. Independent Consideration. (Check only one box and insert amounts.)

☐ (a) If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer less $ _______________ that Seller will retain as independent consideration for Buyer's unrestricted right to terminate. Buyer has tendered the independent consideration to Seller upon payment of the amount specified in Paragraph 5A to the title company. The independent consideration is to be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(1) or if Buyer fails to deposit the earnest money, Buyer will not have the right to terminate under this Paragraph 7B.

☒ (b) Not later than 3 days after the effective date, Buyer must pay Seller $ 25,000.00 as independent consideration for Buyer's right to terminate by tendering such amount to Seller or Seller's agent. If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer and Seller will retain the independent consideration. The independent consideration will be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(2) or if Buyer fails to pay the independent consideration, BUYER WILL NOT BE ABLE TO TERMINATE UNDER THIS PARAGRAPH 7B. This entire contract becomes null and void.

2. Feasibility Period Extension: Prior to the expiration of the initial feasibility period, Buyer may extend the feasibility period for a single period of an additional N/A days by depositing additional earnest money in the amount of $ N/A with the title company. If no dollar amount is stated in this Paragraph or if Buyer fails to timely deposit the additional earnest money, the extension of the feasibility period will not be effective.

C. Inspections, Studies, or Assessments:

1. During the feasibility period, Buyer, at Buyer's expense, may complete or cause to be completed any and all inspections, studies, or assessments of the Property (including all improvements and fixtures) desired by Buyer.

2. Seller, at Seller's expense, will turn on all utilities necessary for Buyer to make inspections, studies, or assessments.

3. Buyer must:
   (a) employ only trained and qualified inspectors and assessors;
   (b) notify Seller, in advance, of when the inspectors or assessors will be on the Property;
   (c) abide by any reasonable entry rules or requirements of Seller;
   (d) not interfere with existing operations or occupants of the Property; and
   (e) restore the Property to its original condition if altered due to inspections, studies, or assessments that Buyer completes or causes to be completed.

4. Except for those matters that arise from the negligence of Seller or Seller's agents, Buyer is responsible for any claim, liability, encumbrance, cause of action, and expense resulting from
D. Property Information:

(1) Delivery of Property Information: Within ___15___ days after the effective date, Seller will deliver to Buyer: (Check all that apply.)

☐ (a) a current rent roll of all leases affecting the Property certified by Seller as true and correct;
X (b) copies of all current leases, including any mineral leases, pertaining to the Property, including any modifications, supplements, or amendments to the leases;
X (c) a current inventory of all personal property to be conveyed under this contract and copies of any leases for such personal property;
☐ (d) copies of all notes and deeds of trust against the Property that Buyer will assume or that Seller will not pay in full or before closing;
X (e) copies of all current service, utility, maintenance, and management agreements relating to the ownership and operation of the Property;
☐ (f) copies of current utility capacity letters from the Property's water and sewer service provider;
☐ (g) copies of all current warranties and guaranties relating to all or part of the Property;
X (h) copies of fire, hazard, liability, and other insurance policies that currently relate to the Property;
☐ (i) copies of all leasing or commission agreements that currently relate to the tenants of all or part of the Property;
☐ (j) a copy of the "as-built" plans and specifications and plat of the Property;
☐ (k) copies of all invoices for utilities and repairs incurred by Seller for the Property in the 24 months immediately preceding the effective date;
☐ (l) a copy of Seller's income and expense statement for the Property from ___January 1, 2019___ to ___January 1, 2020___;
X (m) copies of all previous environmental assessments, geotechnical reports, studies, or analyses made on or relating to the Property;
☐ (n) real and personal property tax statements for the Property for the previous 2 calendar years;
☐ (o) Tenant reconciliation statements including, operating expenses, insurance and taxes for the Property from ______________ to ______________; and
X (p) Insurance Loss Run report for last five (5) years

(2) Return of Property Information: If this contract terminates for any reason, Buyer will, not later than 10 days after the termination date: (Check all that apply.)

X (a) return to Seller all those items described in Paragraph 7D(1) that Seller delivered to Buyer in other than an electronic format and all copies that Buyer made of those items;
☐ (b) delete or destroy all electronic versions of those items described in Paragraph 7D(1) that Seller delivered to Buyer or Buyer copied in any format; and
☐ (c) deliver to Seller copies of all inspection and assessment reports related to the Property that Buyer completed or caused to be completed.

This Paragraph 7D(2) survives termination of this contract.

E. Contracts Affecting Operations: Until closing, Seller: (1) will operate the Property in the same manner as on the effective date under reasonably prudent business standards; and (2) will not transfer or dispose of any part of the Property, any interest or right in the Property, or any of the personal property or other items described in Paragraph 2B or sold under this contract. After the feasibility period ends, Seller may not enter into, amend, or terminate any other contract that affects the operations of the Property without Buyer's written approval.
8. LEASES:

A. Each written lease Seller is to assign to Buyer under this contract must be in full force and effect according to its terms. Seller may not enter into any new lease, fail to comply with any existing lease, or make any amendment or modification to any existing lease without Buyer's written consent. Seller must disclose, in writing, if any of the following exist at the time Seller provides the leases to the Buyer or subsequently occur before closing:
   (1) any failure by Seller to comply with Seller's obligations under the leases;
   (2) any circumstances under any lease that entitle the tenant to terminate the lease or seek any offsets or damages;
   (3) any non-occupancy of the leased premises by a tenant;
   (4) any advance sums paid by a tenant under any lease;
   (5) any concessions, bonuses, free rents, rebates, brokerage commissions, or other matters that affect any lease; and
   (6) any amounts payable under the leases that have been assigned or encumbered, except as security for loan(s) assumed or taken subject to under this contract.

B. Estoppel Certificates: Within 45 days after the effective date, Seller will deliver to Buyer estoppel certificates signed not earlier than January 6, 2020 by each tenant that leases space in the Property. The estoppel certificates must include the certifications contained in the current version of TXR Form 1938 - Commercial Tenant Estoppel Certificate and any additional information requested by a third party lender providing financing under Paragraph 4 if the third party lender requests such additional information at least 10 days prior to the earliest date that Seller may deliver the signed estoppel certificates.

9. BROKERS:

A. The brokers to this sale are:

   Principal Broker: na
   Cooperating Broker: na

   Agent: ____________________________  Agent: ____________________________
   Address: __________________________ Address: ____________________________
   Phone & Fax: __________________________ Phone & Fax: __________________________
   E-mail: ____________________________ License No.: ____________________________
   License No.: __________________________

   Principal Broker: (Check only one box)
   □ represents Seller only.
   □ represents Buyer only.
   □ is an intermediary between Seller and Buyer.
   Cooperating Broker represents Buyer.

B. Fees: (Check only (1) or (2) below.)
   (Complete the Agreement Between Brokers on page 14 only if (1) is selected.)

   □ (1) Seller will pay Principal Broker the fee specified by separate written commission agreement between Principal Broker and Seller. Principal Broker will pay Cooperating Broker the fee specified in the Agreement Between Brokers found below the parties' signatures to this contract.

   □ (2) At the closing of this sale, Seller will pay:

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Principal Broker a total cash fee of: [ ] ________% of the sales price.

Cooperating Broker a total cash fee of: [ ] ________% of the sales price.

The cash fees will be paid in ____________________________ County, Texas. Seller authorizes the title company to pay the brokers from the Seller's proceeds at closing.

NOTICE: Chapter 62, Texas Property Code, authorizes a broker to secure an earned commission with a lien against the Property.

C. The parties may not amend this Paragraph 9 without the written consent of the brokers affected by the amendment.

10. CLOSING:

A. The date of the closing of the sale (closing date) will be on or before the later of:
   (1) [X] 60 days after the expiration of the feasibility period.
   [ ] (specific date).

   (2) 7 days after objections made under Paragraph 6D have been cured or waived.

B. If either party fails to close by the closing date, the non-defaulting party may exercise the remedies in Paragraph 15.

C. At closing, Seller will execute and deliver to Buyer, at Seller's expense, a [ ] general [X] special warranty deed. The deed must include a vendor's lien if any part of the sales price is financed. The deed must convey good and indefeasible title to the Property and show no exceptions other than those permitted under Paragraph 6 or other provisions of this contract. Seller must convey the Property:
   (1) with no liens, assessments, or Uniform Commercial Code or other security interests against the Property which will not be satisfied out of the sales price, unless securing loans Buyer assumes;
   (2) without any assumed loans in default; and
   (3) with no persons in possession of any part of the Property as lessees, tenants at sufferance, or trespassers except tenants under the written leases assigned to Buyer under this contract.

D. At closing, Seller, at Seller's expense, will also deliver to Buyer:
   (1) tax statements showing no delinquent taxes on the Property;
   (2) a bill of sale with warranties to title conveying title, free and clear of all liens, to any personal property defined as part of the Property in Paragraph 2 or sold under this contract;
   (3) an assignment of all leases to or on the Property;
   (4) to the extent that the following items are assignable, an assignment to Buyer of the following items as they relate to the Property or its operations:
      (a) licenses and permits;
      (b) service, utility, maintenance, management, and other contracts; and
      (c) warranties and guaranties;
   (5) a rent roll current on the day of the closing certified by Seller as true and correct;
   (6) evidence that the person executing this contract is legally capable and authorized to bind Seller;
   (7) an affidavit acceptable to the title company stating that Seller is not a foreign person or, if Seller is a foreign person, a written authorization for the title company to: (i) withhold from Seller's proceeds an amount sufficient to comply with applicable tax law; and (ii) deliver the amount to the Internal Revenue Service together with appropriate tax forms; and
   (8) any notices, statements, certificates, affidavits, releases, and other documents required by this contract, the commitment, or law necessary for the closing of the sale and the issuance of the title policy, all of which must be completed and executed by Seller as necessary.

E. At closing, Buyer will:
   (1) pay the sales price in good funds acceptable to the title company.

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Initiated for Identification by Seller [Signature] and Buyer [Signature]
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(2) deliver evidence that the person executing this contract is legally capable and authorized to bind Buyer;

(3) sign and send to each tenant in the Property a written statement that:
   (a) acknowledges Buyer has received and is responsible for the tenant's security deposit; and
   (b) specifies the exact dollar amount of the security deposit;

(4) sign an assumption of all leases then in effect; and

(5) execute and deliver any notices, statements, certificates, or other documents required by this contract or law necessary to close the sale.

F. Unless the parties agree otherwise, the closing documents will be as found in the basic forms in the current edition of the Texas Real Estate Forms Manual without any additional clauses.

11. POSSESSION: Seller will deliver possession of the Property to Buyer upon closing and funding of this sale in its present condition with any repairs Seller is obligated to complete under this contract, ordinary wear and tear excepted. Any possession by Buyer before closing or by Seller after closing that is not authorized by a separate written lease agreement is a landlord-tenant at sufferance relationship between the parties.

12. SPECIAL PROVISIONS: The following special provisions apply and will control in the event of a conflict with other provisions of this contract. (If special provisions are contained in an Addendum, identify the Addendum here and reference the Addendum in Paragraph 220.)

On day 61 of the Feasibility Period, Buyer will release $5,000 to Seller as non-refundable earnest money, but will be applicable to the Purchase Price.

On day 91 of the Feasibility Period, Buyer will release $5,000 to Seller as non-refundable earnest money, but will be applicable to the Purchase Price.

On day 120 of the Feasibility Period, Buyer will release $5,000 to Seller as non-refundable earnest money, but will be applicable to the Purchase Price.

This entire contract shall become null and void in the event of non-compliance of the provisions in Continued... See Addendum Special Provisions 1.

13. SALES EXPENSES:

A. Seller's Expenses: Seller will pay for the following at or before closing:
   (1) releases of existing liens, other than those liens assumed by Buyer, including prepayment penalties and recording fees;
   (2) release of Seller's loan liability, if applicable;
   (3) tax statements or certificates;
   (4) preparation of the deed and any bill of sale;
   (5) one-half of any escrow fee;
   (6) costs to record any documents to cure title objections that Seller must cure; and
   (7) other expenses that Seller will pay under other provisions of this contract.

B. Buyer's Expenses: Buyer will pay for the following at or before closing:
   (1) all loan expenses and fees;
   (2) preparation fees of any deed of trust;
   (3) recording fees for the deed and any deed of trust;
   (4) premiums for flood and hazard insurance as may be required by Buyer's lender;
   (5) one-half of any escrow fee; and
   (6) other expenses that Buyer will pay under other provisions of this contract.

14. PRORATIONS:

A. Prorations:
   (1) Interest on any assumed loan, taxes, rents, and any expense reimbursements from tenants will be prorated through the closing date.
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(2) If the amount of ad valorem taxes for the year in which the sale closes is not available on the closing date, taxes will be prorated on the basis of taxes assessed in the previous year. If the taxes for the year in which the sale closes vary from the amount prorated at closing, the parties will adjust the prorations when the tax statements for the year in which the sale closes become available. This Paragraph 14A(2) survives closing.

(3) If Buyer assumes a loan or is taking the Property subject to an existing lien, Seller will transfer all reserve deposits held by the lender for the payment of taxes, insurance premiums, and other charges to Buyer at closing and Buyer will reimburse such amounts to Seller by an appropriate adjustment at closing.

B. Rollback Taxes: If Seller’s use or change in use of the Property before closing results in the assessment of additional taxes, penalties, or interest (assessments) for periods before closing, the assessments will be the obligation of Seller. If this sale or Buyer’s use of the Property after closing results in additional assessments for periods before closing, the assessments will be the obligation of Buyer. This Paragraph 14B survives closing.

C. Rent and Security Deposits: At closing, Seller will tender to Buyer all security deposits and the following advance payments received by Seller for periods after closing: prepaid expenses, advance rental payments, and other advance payments paid by tenants. Rents prorated to one party but received by the other party will be remitted by the recipient to the party to whom it was prorated within 5 days after the rent is received. This Paragraph 14C survives closing.

15. DEFAULT:

A. If Buyer fails to comply with this contract, Buyer is in default and Seller, as Seller’s sole remedy(ies), may terminate this contract and receive the earnest money, as liquidated damages for Buyer’s failure except for any damages resulting from Buyer’s inspections, studies or assessments in accordance with Paragraph 7C(4) which Seller may pursue, or

☐ enforce specific performance, or seek such other relief as may be provided by law.

B. If, without fault, Seller is unable within the time allowed to deliver the estoppel certificates, survey or the commitment, Buyer may:

(1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer’s sole remedy; or

(2) extend the time for performance up to 15 days and the closing will be extended as necessary.

C. Except as provided in Paragraph 15B, if Seller fails to comply with this contract, Seller is in default and Buyer may:

(1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer’s sole remedy; or

(2) enforce specific performance, or seek such other relief as may be provided by law, or both.

16. CASUALTY LOSS AND CONDEMNATION:

A. If any part of the Property is damaged or destroyed by fire or other casualty after the effective date, Seller must restore the Property to its previous condition as soon as reasonably possible and not later than the closing date. If, without fault, Seller is unable to do so, Buyer may:

(1) terminate this contract and the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer;

(2) extend the time for performance up to 15 days and closing will be extended as necessary; or

(3) accept at closing: (i) the Property in its damaged condition; (ii) an assignment of any insurance proceeds Seller is entitled to receive along with the insurer’s consent to the assignment; and (iii) a credit to the sales price in the amount of any unpaid deductible under the policy for the loss.
B. If before closing, condemnation proceedings are commenced against any part of the Property, Buyer may:

(1) terminate this contract by providing written notice to Seller within 15 days after Buyer is advised of the condemnation proceedings and the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer; or
(2) appear and defend the condemnation proceedings and any award will, at Buyer's election, belong to: (a) Seller and the sales price will be reduced by the same amount; or (b) Buyer and the sales price will not be reduced.

17. ATTORNEY'S FEES: If Buyer, Seller, any broker, or the title company is a prevailing party in any legal proceeding brought under or with relation to this contract or this transaction, such party is entitled to recover from the non-prevailing parties all costs of such proceeding and reasonable attorney's fees. This Paragraph 17 survives termination of this contract.

18. ESCROW:

A. At closing, the earnest money will be applied first to any cash down payment, then to Buyer's closing costs, and any excess will be refunded to Buyer. If no closing occurs, the title company may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of the title company from all parties.

B. If one party makes written demand for the earnest money, the title company will provide notice of the demand by providing to the other party a copy of the demand. If the title company does not receive written objection to the demand from the other party within 15 days after the date the title company sent the demand to the other party, the title company may disburse the earnest money to the party making demand, reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and the title company may pay the same to the creditors.

C. The title company will deduct any independent consideration under Paragraph 7B(1) before disbursing any earnest money to Buyer and will pay the independent consideration to Seller.

D. If the title company complies with this Paragraph 18, each party hereby releases the title company from all claims related to the disbursal of the earnest money.

E. Notices under this Paragraph 18 must be sent by certified mail, return receipt requested. Notices to the title company are effective upon receipt by the title company.

F. Any party who wrongfully fails or refuses to sign a release acceptable to the title company within 7 days after receipt of the request will be liable to the other party for: (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.

G. [Seller] [Buyer] intend(s) 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 extent 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.

19. MATERIAL FACTS: To the best of Seller's knowledge and belief: (Check only one box.)

☐ A. Seller is not aware of any material defects to the Property except as stated in the attached Commercial Property Condition Statement (TXR-1408).

☐ B. Except as otherwise provided in this contract, Seller is not aware of:

(1) any subsurface: structures, pits, waste, springs, or improvements;
(2) any pending or threatened litigation, condemnation, or assessment affecting the Property;

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Commercial Contract - Improved Property concerning 1810 Milby, Houston TX 77003

(3) any environmental hazards or conditions that materially affect the Property;
(4) whether the Property is or has been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers;
(5) whether radon, asbestos containing materials, urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants), or other pollutants or contaminants of any nature now exist or ever existed on the Property;
(6) any wetlands, as defined by federal or state law or regulation, on the Property;
(7) any threatened or endangered species or their habitat on the Property;
(8) any present or past infestation of wood-destroying insects in the Property's improvements;
(9) any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property;
(10) any material physical defects in the improvements on the Property; or
(11) any condition on the Property that violates any law or ordinance.

(Describe any exceptions to (1)-(11) in Paragraph 12 or an addendum.)

20. NOTICES: All notices between the parties under this contract must be in writing and are effective when hand-delivered, mailed by certified mail return receipt requested, or sent by facsimile transmission to the parties addresses or facsimile numbers stated in Paragraph 1. The parties will send copies of any notices to the broker representing the party to whom the notices are sent.

X A. Seller also consents to receive any notices by e-mail at Seller's e-mail address stated in Paragraph 1.
X B. Buyer also consents to receive any notices by e-mail at Buyer's e-mail address stated in Paragraph 1.

21. DISPUTE RESOLUTION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this contract that may arise. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation before resorting to arbitration or litigation and will equally share the costs of a mutually acceptable mediator. This paragraph survives termination of this contract. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

22. AGREEMENT OF THE PARTIES:

A. This contract is binding on the parties, their heirs, executors, representatives, successors, and permitted assigns. This contract is to be construed in accordance with the laws of the State of Texas. If any term or condition of this contract shall be held to be invalid or unenforceable, the remainder of this contract shall not be affected thereby.

B. This contract contains the entire agreement of the parties and may not be changed except in writing.

C. If this contract is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.

D. Addenda which are part of this contract are: (Check all that apply.)

☐ (1) Property Description Exhibit identified in Paragraph 2;
☐ (2) Commercial Contract Condominium Addendum (TXR-1930) or (TXR-1946);
☐ (3) Commercial Contract Financing Addendum (TXR-1931);
☐ (4) Commercial Property Condition Statement (TXR-1408);
☐ (5) Commercial Contract Addendum for Special Provisions (TXR-1940);
☐ (6) Addendum for Seller's Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (TXR-1909);
☐ (7) Notice to Purchaser of Real Property in a Water District (MUD);
☐ (8) Addendum for Coastal Area Property (TXR-1915);
☐ (9) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TXR-1916);
☐ (10) Information About Brokerage Services (TXR-2501); and
☐ (11) Information About Mineral Clauses in Contract Forms (TXR-2509); and
☐ (12)
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(Note: Counsel for Texas REALTORS® has determined that any of the foregoing addenda which are promulgated by the Texas Real Estate Commission (TREC) or published by Texas REALTORS® are appropriate for use with this form.)

E. Buyer [X] may [ ] may not assign this contract. If Buyer assigns this contract, Buyer will be relieved of any future liability under this contract only if the assignee assumes, in writing, all of Buyer’s obligations under this contract.

23. TIME: Time is of the essence in this contract. The parties require strict compliance with the times for performance. If the last day to perform under a provision of this contract falls on a Saturday, Sunday, or legal holiday, the time for performance is extended until the end of the next day which is not a Saturday, Sunday, or legal holiday.

24. EFFECTIVE DATE: The effective date of this contract for the purpose of performance of all obligations is the date the title company receipts this contract after all parties execute this contract.

25. ADDITIONAL NOTICES:

A. Buyer should have an abstract covering the Property examined by an attorney of Buyer’s selection, or Buyer should be furnished with or obtain a title policy.

B. If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fees of the district before final execution of this contract.

C. Notice Required by §13.257, Water Code: “The real property, described below, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property.” The real property is described in Paragraph 2 of this contract.

D. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included as part of this contract (the Addendum for Coastal Area Property (TXR-1915) may be used).

E. If the Property is located seaward of the Gulf Intracoastal Waterway, §61.025, Texas Natural Resources Code, requires a notice regarding the seaward location of the Property to be included as part of this contract (the Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TXR-1916) may be used).

F. If the Property is located outside the limits of a municipality, the Property may now or later be included in the extra-territorial jurisdiction (ETJ) of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and ETJ. To determine if the Property is located within a municipality’s ETJ, Buyer should contact all municipalities located in the general proximity of the Property for further information.

G. If apartments or other residential units are on the Property and the units were built before 1978, federal law requires a lead-based paint and hazard disclosure statement to be made part of this contract (the Addendum for Seller’s Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (TXR-1906) may be used).
H. Section 1958.154, Occupations Code requires Seller to provide Buyer a copy of any mold remediation certificate issued for the Property during the 5 years preceding the date the Seller sells the Property.

I. Brokers are not qualified to perform property inspections, surveys, engineering studies, environmental assessments, or inspections to determine compliance with zoning, governmental regulations, or laws. Buyer should seek experts to perform such services. Buyer should review local building codes, ordinances and other applicable laws to determine their effect on the Property. Selection of experts, inspectors, and repairmen is the responsibility of Buyer and not the brokers. Brokers are not qualified to determine the credit worthiness of the parties.

J. NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."

K. LICENSE HOLDER DISCLOSURE: Texas law requires a real estate license holder who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as a trustee or of which the license holder or the license holder's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable:

26. CONTRACT AS OFFER: The execution of this contract by the first party constitutes an offer to buy or sell the Property. Unless the other party accepts the offer by 5:00 p.m., in the time zone in which the Property is located, on January 7, 2020, the offer will lapse and become null and void.

READ THIS CONTRACT CAREFULLY. The brokers and agents make no representation or recommendation as to the legal sufficiency, legal effect, or tax consequences of this document or transaction. CONSULT your attorney BEFORE signing.

Seller: Hasna Warehouse LLC

By: mahmoudharmouche

By (signature): Mahmoud Harmouche
Printed Name:
Title: Managing Member

By:

Buyer: Eureka Holdings Acquisitions LP and or assigns

By: __________________________

By (signature): __________________________
Printed Name: Harris Block
Title: Authorized Agent for General Partner

By:

By (signature):
Printed Name:
Title:

(TXR-1801) 4-1-18
AGREEMENT BETWEEN BROKERS
(use only if Paragraph 9B(1) is effective)

Principal Broker agrees to pay na (Cooperating Broker) a fee when the Principal Broker's fee is received. The fee to be paid to Cooperating Broker will be:

$____________________, or
% of the sales price, or
% of the Principal Broker's fee.

The title company is authorized and directed to pay Cooperating Broker from Principal Broker's fee at closing. This Agreement Between Brokers supersedes any prior offers and agreements for compensation between brokers.

Principal Broker: ____________________________________________
Cooperating Broker: ____________________________________________
By: ____________________________________________
By: ____________________________________________

ATTORNEYS

Seller's attorney: ____________________________
Buyer's attorney: Adam Wilk
Address: ____________________________
Sneed, Vine & Perry P.C.
Address: 2705 Bee Cave Rd, Suite 160
Phone & Fax: ____________________________
Austin TX 78746-5684
E-mail: ____________________________
Phone & Fax: (512)476-6955
E-mail: awilk@sneedvine.com

Seller's attorney requests copies of documents, notices, and other information:
☒ the title company sends to Seller.
☐ Buyer sends to Seller.

Buyer's attorney requests copies of documents, notices, and other information:
☒ the title company sends to Buyer.
☐ Seller sends to Buyer.

ESCROW RECEIPT

The title company acknowledges receipt of:
☒ A. the contract on this day 1-7-2020 (effective date);
☒ B. earnest money in the amount of $35,000.00 in the form of Wire

Title company: Commonwealth Title
Address: 550 Westcott St, Suite 210
Houston TX 77007
Phone & Fax: 713-420-4934
E-mail: docs@cthouston.com

By: Sandia. Amspe
Assigned file number (GPA): 2635032000010

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1810 Milby
ADDENDUM

PROPERTY: 1810 milby st Houston, TX 77003

1) Special Provisions
Sections 5.B or 7.B(b). Unless mutually agreed by separate agreement to extend the Closing, this Contract will terminate after day sixty-one (61) after the expiration of the Feasibility Period and therefore become null and void.

Date: 1/6/20

Signature

Date: 1/7/20

Signature

Addendum
ASSIGNMENT OF CONTRACT  
(1900 Milby and 1901 Miller; Houston, Texas)

*   

THIS ASSIGNMENT OF CONTRACT (this “Assignment”) is made and entered into as of February 26, 2020, by and between EUREKA HOLDINGS ACQUISITIONS, LP, a Texas limited partnership (“Assignor”), and 2020 SOUTHLAWN 90, LP, a Texas limited partnership (“Assignee”).

WITNESSETH

WHEREAS, Assignor, as “Buyer,” and The Pacific Jade Family LP, a Texas limited partnership (“Seller”), are parties to that certain Commercial Contract – Improved Property, dated as of January 16, 2020 (the “Contract”), whereby Seller agreed to sell and Assignor agreed to purchase the property described in the Contract upon the terms and conditions contained in the Contract; and

WHEREAS, Assignor desires to assign all of the right, title and interest it has in the Contract to Assignee; and

WHEREAS, Assignee desires to acquire all of the right, title and interest of Assignor under the Contract and agrees to become subject to and bound by the terms and conditions of the Contract.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants herein contained and other good and valuable consideration in hand paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby represents and warrants to Assignee that the Contract is valid, enforceable and in force.

2. Assignor hereby sells, transfers, assigns and conveys to Assignee all of its right, title and interest in the Contract.

3. Assignee hereby assumes and covenants to perform all duties and obligations of Assignor under the Contract.

4. Assignee hereby agrees to be subject to and bound by the terms and conditions of the Contract.

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

6. This Assignment shall inure to the benefit of and be binding upon Assignor and Assignee and their respective successors and assigns.

7. This Assignment is the entire agreement between the parties which may not be amended or modified in any manner without the written approval of the parties hereto.

8. This Assignment may be executed in multiple counterparts, all of which shall be deemed originals, but which will evidence one and the same instrument. Each party hereto, Seller and the Title Company under the Contract shall be entitled to rely on a scanned/mailed pdf executed copy of this Assignment as evidence of the execution of this Assignment by a party hereto.

ASSIGNMENT OF CONTRACT
IN WITNESS WHEREOF, the parties hereto have executed this Assignment to be effective as of the date first set forth above.

ASSIGNOR:

EUREKA HOLDINGS ACQUISITIONS, LP,
a Texas limited partnership

By: Eureka Holdings Acquisitions GP, Inc., a Texas corporation
   its General Partner

   By: ____________________________
       Rene O. Campos,
       President

ASSIGNEE:

2020 SOUTHLAWN 90, LP,
a Texas limited partnership

By: 2020 Southlawn GP, LLC
    a Texas limited liability company its General Partner

   By: ____________________________
       Rene O. Campos,
       President
1. PARTIES: Seller agrees to sell and convey to Buyer the Property described in Paragraph 2. Buyer agrees to buy the Property from Seller for the sales price stated in Paragraph 3. The parties to this contract are:

Seller: Pacific Jade Family LP

Address: P.O. Box 231172, Houston, TX 77223
Phone: 532-614-5194
Fax: Other:

Email: teng_cathy@hotmail.com

Buyer: Eureka Holdings Acquisitions, LP

Address: 605 W. 7th Street, Austin, TX 78701
Phone: (214) 438-5057
Fax: (469) 453-6536

2. PROPERTY:

A. "Property" means that real property situated in Harris County, Texas at 2000 Milby and 1901 Miller, Houston, Texas 77003

B. Seller will sell and convey the Property together with:

(1) all buildings, improvements, and fixtures;

(2) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, and rights-of-way;

(3) Seller's interest in all leases, rents, and security deposits for all or part of the Property;

(4) Seller's interest in all licenses and permits related to the Property;

(5) Seller's interest in all third party warranties or guaranties, if transferable, relating to the Property or any fixtures;

(6) Seller's interest in any trade names, if transferable, used in connection with the Property; and

(7) all Seller's tangible personal property located on the Property that is used in connection with the Property's operations except: N/A

Any personal property not included in the sale must be removed by Seller prior to closing.

(Describe any exceptions, reservations, or restrictions in Paragraph 12 or an addendum.)

(If mineral rights are to be reserved an appropriate addendum should be attached.)

(If the Property is a condominium, attach Commercial Contract Condominium Addendum (TXR-1930) or (TXR-1946).)

3. SALES PRICE: At or before closing, Buyer will pay the following sales price for the Property:

A. Cash portion payable by Buyer at closing $620,000.00

B. Sum of all financing described in Paragraph 4 $2,460,000.00

C. Sales price (sum of 3A and 3B) $3,100,000.00

(TXR-1801) 4-1-18 Initiated for identification by Seller [ ] and Buyer [ ]

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1900 Milby & 1901 Miller
4. FINANCING: Buyer will finance the portion of the sales price under Paragraph 3B as follows:

☐ A. Third Party Financing: One or more third party loans in the total amount of $ __________________ . This contract: 
  (1) is not contingent upon Buyer obtaining third party financing.
  (2) is contingent upon Buyer obtaining third party financing in accordance with the attached Commercial Contract Financing Addendum (TXR-1931).

☐ B. Assumption: In accordance with the attached Commercial Contract Financing Addendum (TXR-1931), Buyer will assume the existing promissory note secured by the Property, which balance at closing will be $ __________________ .

✓ C. Seller Financing: The delivery of a promissory note and deed of trust from Buyer to Seller under the terms of the attached Commercial Contract Financing Addendum (TXR-1931) in the amount of $ 2,480,000.00 .

5. EARNEST MONEY:

A. Not later than 3 days after the effective date, Buyer must deposit $ 30,000.00 as earnest money with Chicago Title Commercial, 713-229-8484, christine.belchar@ftnc.com at 609 Main Street, Suite 2360, Houston, TX 77002 (address) Christine Kamienski (closer).

If Buyer fails to timely deposit the earnest money, Seller may terminate this contract or exercise any of Seller's other remedies under Paragraph 15 by providing written notice to Buyer before Buyer deposits the earnest money. SEE SECTION 12.

B. Buyer will deposit an additional amount of $ __________________ with the title company to be made part of the earnest money on or before:
  (1) _______ days after Buyer's right to terminate under Paragraph 7B expires; or
  (2) _______ days after Buyer's right to terminate under Paragraph 7B expires.

Buyer will be in default if Buyer fails to deposit the additional amount required by this Paragraph 5B within 3 days after Seller notifies Buyer that Buyer has not timely deposited the additional amount.

C. Buyer may instruct the title company to deposit the earnest money in an interest-bearing account at a federally insured financial institution and to credit any interest to Buyer.

6. TITLE POLICY, SURVEY, AND UCC SEARCH:

A. Title Policy:

(1) Seller, at Seller's expense, will furnish Buyer an Owner's Policy of Title Insurance (the title policy) issued by any underwriter of the title company in the amount of the sales price, dated at or after closing, insuring Buyer against loss under the title policy, subject only to:
   (a) those title exceptions permitted by this contract or as may be approved by Buyer in writing; and
   (b) the standard printed exceptions contained in the promulgated form of title policy unless this contract provides otherwise.

(2) The standard printed exception as to discrepancies, conflicts, or shortages in area and boundary lines, or any encroachments or protrusions, or any overlapping improvements:
   (a) will not be amended or deleted from the title policy.
   (b) will be amended to read "shortages in areas" at the expense of ☑ Buyer ☐ Seller.

(3) Within 15 days after the effective date, Seller will furnish Buyer a commitment for title insurance (the commitment) including legible copies of recorded documents evidencing title exceptions. Seller authorizes the title company to deliver the commitment and related documents to Buyer at Buyer's address.
B. **Survey**: Within 10 days after the effective date:

☐ (1) Buyer will obtain a survey of the Property at Buyer's expense and deliver a copy of the survey to Seller. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition. Seller will reimburse Buyer __________________________ (insert amount) of the cost of the survey at closing, if closing occurs.

☐ (2) Seller, at Seller's expense, will furnish Buyer a survey of the Property dated after the effective date. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition.

☐ (3) Seller will deliver to Buyer and the title company a true and correct copy of Seller's most recent survey of the Property along with an affidavit required by the title company for approval of the existing survey. If the existing survey is not acceptable to the title company, □ Seller □ Buyer (updating party), will, at the updating party's expense, obtain a new or updated survey acceptable to the title company and deliver the acceptable survey to the other party and the title company within 30 days after the title company notifies the parties that the existing survey is not acceptable to the title company. The closing date will be extended daily up to 30 days if necessary for the updating party to deliver an acceptable survey within the time required. The other party will reimburse the updating party N/A (insert amount or percentage) of the cost of the new or updated survey at closing, if closing occurs.

C. **UCC Search**:

☐ (1) Within _____ days after the effective date, Seller, at Seller's expense, will furnish Buyer a Uniform Commercial Code (UCC) search prepared by a reporting service and dated after the effective date. The search must identify documents that are on file with the Texas Secretary of State and the county where the Property is located that relate to all personal property on the Property and show, as debtor, Seller and all other owners of the personal property in the last 5 years.

☐ (2) Buyer does not require Seller to furnish a UCC search.

D. **Buyer's Objections to the Commitment, Survey, and UCC Search**:

(1) Within 45 days after Buyer receives the last of the commitment, copies of the documents evidencing the title exceptions, any required survey, and any required UCC search, Buyer may object to matters disclosed in the items if: (a) the matters disclosed are a restriction upon the Property or constitute a defect or encumbrance to title to the real or personal property described in Paragraph 2 other than those permitted by this contract or items that Seller will satisfy at closing or Buyer will assume at closing; or (b) the items show that any part of the Property lies in a special flood hazard area (an "A" or "V" zone as defined by FEMA). If the commitment or survey is revised or any new document evidencing a title exception is delivered, Buyer may object to any new matter revealed in such revision or new document. Buyer's objection must be made within the same number of days stated in this paragraph, beginning when the revision or new document is delivered to Buyer. If Paragraph 6B(1) applies, Buyer is deemed to receive the survey on the earlier of: (i) the date Buyer actually receives the survey; or (ii) the deadline specified in Paragraph 6B.

(2) Seller may, but is not obligated to, cure Buyer's timely objections within 15 days after Seller receives the objections. The closing date will be extended as necessary to provide such time to cure the objections. If Seller fails to cure the objections by the time required, Buyer may terminate this contract by providing written notice to Seller within 5 days after the time by which Seller must cure the objections. If Buyer terminates, the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer.
(3) Buyer's failure to timely object or terminate under this Paragraph 6D is a waiver of Buyer's right to object except that Buyer will not waive the requirements in Schedule C of the commitment.

7. PROPERTY CONDITION:

A. Present Condition: Buyer accepts the Property in its present condition except that Seller, at Seller's expense, will complete the following before closing: AS-IS, WHERE IS

B. Feasibility Period: Buyer may terminate this contract for any reason within ___________ days after the effective date (feasibility period) by providing Seller written notice of termination.

(1) Independent Consideration. (Check only one box and insert amounts.)

☐ (a) If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer less $_/SECTION 12_ that Seller will retain as independent consideration for Buyer's unrestricted right to terminate. Buyer has tendered the independent consideration to Seller upon payment of the amount specified in Paragraph 5A to the title company. The independent consideration is to be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(1) or if Buyer fails to deposit the earnest money, Buyer will not have the right to terminate under this Paragraph 7B.

☐ (b) Not later than 3 days after the effective date, Buyer must pay Seller $______________ as independent consideration for Buyer's right to terminate by tendering such amount to Seller or Seller's agent. If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer and Seller will retain the independent consideration. The independent consideration will be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(2) or if Buyer fails to pay the independent consideration, Buyer will not have the right to terminate under this Paragraph 7B.

(2) Feasibility Period Extension: Prior to the expiration of the initial feasibility period, Buyer may extend the feasibility period for a single period of an additional ___________ days by depositing additional earnest money in the amount of $______________ with the title company. If no dollar amount is stated in this Paragraph or if Buyer fails to timely deposit the additional earnest money, the extension of the feasibility period will not be effective.

C. Inspections, Studies, or Assessments:

(1) During the feasibility period, Buyer, at Buyer's expense, may complete or cause to be completed any and all inspections, studies, or assessments of the Property (including all improvements and fixtures) desired by Buyer.

(2) Seller, at Seller's expense, will turn on all utilities necessary for Buyer to make inspections, studies, or assessments.

(3) Buyer must:

(a) employ only trained and qualified inspectors and assessors;

(b) notify Seller, in advance, of when the inspectors or assessors will be on the Property;

(c) abide by any reasonable entry rules or requirements of Seller;

(d) not interfere with existing operations or occupants of the Property; and

(e) restore the Property to its original condition if altered due to inspections, studies, or assessments that Buyer completes or causes to be completed.

(4) Except for those matters that arise from the negligence of Seller or Seller's agents, Buyer is responsible for any claim, liability, encumbrance, cause of action, and expense resulting from
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Buyer's inspections, studies, or assessments, including any property damage or personal injury. Buyer will indemnify, hold harmless, and defend Seller and Seller's agents against any claim involving a matter for which Buyer is responsible under this paragraph. This paragraph survives termination of this contract.

D. Property Information:

(1) Delivery of Property Information: Within 10 days after the effective date, Seller will deliver to Buyer: (Check all that apply.)

☐ (a) a current rent roll of all leases affecting the Property certified by Seller as true and correct;
✓ (b) copies of all current leases, including any mineral leases, pertaining to the Property, including any modifications, supplements, or amendments to the leases;
✓ (c) a current inventory of all personal property to be conveyed under this contract and copies of any leases for such personal property;
☐ (d) copies of all notes and deeds of trust against the Property that Buyer will assume or that Seller will not pay in full on or before closing;
✓ (e) copies of all current service, utility, maintenance, and management agreements relating to the ownership and operation of the Property;
☐ (f) copies of current utility capacity letters from the Property's water and sewer service provider;
☐ (g) copies of all current warranties and guarantees relating to all or part of the Property;
☐ (h) copies of fire, hazard, liability, and other insurance policies that currently relate to the Property;
☐ (i) copies of all leasing or commission agreements that currently relate to the tenants of all or part of the Property;
☐ (j) a copy of the "as-built" plans and specifications and plat of the Property;
☐ (k) copies of all invoices for utilities and repairs incurred by Seller for the Property in the 24 months immediately preceding the effective date;
✓ (l) a copy of Seller's income and expense statement for the Property from January 1, 2019 to December 31, 2019;
✓ (m) copies of all previous environmental assessments, geotechnical reports, studies, or analyses made on or relating to the Property;
✓ (n) real and personal property tax statements for the Property for the previous 2 calendar years;
☐ (o) Tenant reconciliation statements including, operating expenses, insurance and taxes for the Property from to ; and
✓ (p) Five (5) year insurance loss run

(2) Return of Property Information: If this contract terminates for any reason, Buyer will, not later than 10 days after the termination date: (Check all that apply)

✓ (a) return to Seller all those items described in Paragraph 7D(1) that Seller delivered to Buyer in other than an electronic format and all copies that Buyer made of those items;
☐ (b) delete or destroy all electronic versions of those items described in Paragraph 7D(1) that Seller delivered to Buyer or Buyer copied in any format; and
☐ (c) deliver to Seller copies of all inspection and assessment reports related to the Property that Buyer completed or caused to be completed.

This Paragraph 7D(2) survives termination of this contract.

E. Contracts Affecting Operations: Until closing, Seller: (1) will operate the Property in the same manner as on the effective date under reasonably prudent business standards; and (2) will not transfer or dispose of any part of the Property, any interest or right in the Property, or any of the personal property or other items described in Paragraph 2B or sold under this contract. After the feasibility period ends, Seller may not enter into, amend, or terminate any other contract that affects the operations of the Property without Buyer's written approval.

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8. LEASES:

A. Each written lease Seller is to assign to Buyer under this contract must be in full force and effect according to its terms. Seller may not enter into any new lease, fail to comply with any existing lease, or make any amendment or modification to any existing lease without Buyer's written consent. Seller must disclose, in writing, if any of the following exist at the time Seller provides the leases to the Buyer or subsequently occur before closing:
   (1) any failure by Seller to comply with Seller’s obligations under the leases;
   (2) any circumstances under any lease that entitle the tenant to terminate the lease or seek any offsets or damages;
   (3) any non-occupancy of the leased premises by a tenant;
   (4) any advance sums paid by a tenant under any lease;
   (5) any concessions, bonuses, free rents, rebates, brokerage commissions, or other matters that affect any lease; and
   (6) any amounts payable under the leases that have been assigned or encumbered, except as security for loan(s) assumed or taken subject to under this contract.

B. Estoppel Certificates: Within 75 days after the effective date, Seller will deliver to Buyer estoppel certificates signed not earlier than March 1, 2020 by each tenant that leases space in the Property. The estoppel certificates must include the certifications contained in the current version of TXR Form 1938 - Commercial Tenant Estoppel Certificate and any additional information requested by a third party lender providing financing under Paragraph 4 if the third party lender requests such additional information at least 10 days prior to the earliest date that Seller may deliver the signed estoppel certificates.

9. BROKERS:

A. The brokers to this sale are:

   Principal Broker: N/A
   Cooperating Broker: N/A

   Agent: ________________________________                  Agent: ________________________________
   Address: ___________________________________________________
   Phone & Fax: _________________________________________________
   E-mail: _____________________________________________________
   License No.: ________________________________                  License No.: ________________________________

   Principal Broker: (Check only one box)
   ☐ represents Seller only.
   ☐ represents Buyer only.
   ☐ is an intermediary between Seller and Buyer.

   Cooperating Broker represents Buyer.

B. Fees: (Check only (1) or (2) below.)
   (Complete the Agreement Between Brokers on page 14 only if (1) is selected.)

   ☐ (1) Seller will pay Principal Broker the fee specified by separate written commission agreement between Principal Broker and Seller. Principal Broker will pay Cooperating Broker the fee specified in the Agreement Between Brokers found below the parties' signatures to this contract.

   ☐ (2) At the closing of this sale, Seller will pay:

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Principal Broker a total cash fee of:

□ ___________ % of the sales price.

Cooperating Broker a total cash fee of:

□ ___________ % of the sales price.

The cash fees will be paid in ______________________ County, Texas. Seller authorizes the title company to pay the brokers from the Seller's proceeds at closing.

NOTICE: Chapter 62, Texas Property Code, authorizes a broker to secure an earned commission with a lien against the Property.

C. The parties may not amend this Paragraph 9 without the written consent of the brokers affected by the amendment.

10. CLOSING:

A. The date of the closing of the sale (closing date) will be on or before the later of:

(1) ☑ 30 days after the expiration of the feasibility period, as may be extended in accordance with Section 12.

☐ ______________________ (specific date).

(2) 7 days after objections made under Paragraph 6D have been cured or waived.

B. If either party fails to close by the closing date, the non-defaulting party may exercise the remedies in Paragraph 15.

C. At closing, Seller will execute and deliver to Buyer, at Seller's expense, a ☑ general ☐ special warranty deed. The deed must include a vendor's lien if any part of the sales price is financed. The deed must convey good and indefeasible title to the Property and show no exceptions other than those permitted under Paragraph 6 or other provisions of this contract. Seller must convey the Property:

(1) with no liens, assessments, or Uniform Commercial Code or other security interests against the Property which will not be satisfied out of the sales price, unless securing loans Buyer assumes;

(2) without any assumed loans in default; and

(3) with no persons in possession of any part of the Property as lessees, tenants at sufferance, or trespassers except tenants under the written leases assigned to Buyer under this contract.

D. At closing, Seller, at Seller's expense, will also deliver to Buyer:

(1) tax statements showing no delinquent taxes on the Property;

(2) a bill of sale with warranties to title conveying title, free and clear of all liens, to any personal property defined as part of the Property in Paragraph 2 or sold under this contract;

(3) an assignment of all leases to or on the Property;

(4) to the extent that the following items are assignable, an assignment to Buyer of the following items as they relate to the Property or its operations:

(a) licenses and permits;

(b) service, utility, maintenance, management, and other contracts; and

(c) warranties and guaranties;

(5) a rent roll current on the day of the closing certified by Seller as true and correct;

(6) evidence that the person executing this contract is legally capable and authorized to bind Seller;

(7) an affidavit acceptable to the title company stating that Seller is not a foreign person or, if Seller is a foreign person, a written authorization for the title company to: (i) withhold from Seller's proceeds an amount sufficient to comply with applicable tax law; and (ii) deliver the amount to the Internal Revenue Service together with appropriate tax forms; and

(8) any notices, statements, certificates, affidavits, releases, and other documents required by this contract, the commitment, or law necessary for the closing of the sale and the issuance of the title policy, all of which must be completed and executed by Seller as necessary.

E. At closing, Buyer will:

(1) pay the sales price in good funds acceptable to the title company;

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(2) deliver evidence that the person executing this contract is legally capable and authorized to bind Buyer;
(3) sign and send to each tenant in the Property a written statement that:
   (a) acknowledges Buyer has received and is responsible for the tenant's security deposit; and
   (b) specifies the exact dollar amount of the security deposit;
(4) sign an assumption of all leases then in effect; and
(5) execute and deliver any notices, statements, certificates, or other documents required by this contract or law necessary to close the sale.

F. Unless the parties agree otherwise, the closing documents will be as found in the basic forms in the current edition of the State Bar of Texas Real Estate Forms Manual without any additional clauses.

11. POSSESSION: Seller will deliver possession of the Property to Buyer upon closing and funding of this sale in its present condition with any repairs Seller is obligated to complete under this contract, ordinary wear and tear excepted. Any possession by Buyer before closing or by Seller after closing that is not authorized by a separate written lease agreement is a landlord-tenant at sufferance relationship between the parties.

12. SPECIAL PROVISIONS: The following special provisions apply and will control in the event of a conflict with other provisions of this contract. (If special provisions are contained in an Addendum, identify the Addendum here and reference the Addendum in Paragraph 22D.)

Following the deposit of the Earnest Money in accordance with Section 9, the title company is authorized to release to Seller $10,000.00 of the Earnest Money. Such funds shall be non-refundable to Buyer (except in the event of a Seller default) as independent consideration for shall remain applicable to the purchase price.

Sixty (60) days following the Effective Date (in the event that Buyer has not previously elected to terminate this contract), title company is authorized to release to Seller an additional $10,000.00 of the Earnest Money. Such funds shall be non-refundable to Buyer (except in the event of a Seller default) but shall remain applicable to the purchase price.

Following the expiration of the Feasibility Period in accordance with Section 7 (in the event that Buyer has not previously elected to terminate this contract), all remaining Earnest Money shall become non-refundable (except in the event of a Seller default) but shall remain applicable to the Purchase Price.

There will be a one (1) time closing extension of thirty (30) days if needed, at which time Buyer will pay Seller $15,000.00 that will be non-refundable (except in the event of a Seller default), but applicable to the Purchase Price.

13. SALES EXPENSES:

A. Seller’s Expenses: Seller will pay for the following at or before closing:
   (1) releases of existing liens, other than those liens assumed by Buyer, including prepayment penalties and recording fees;
   (2) release of Seller’s loan liability, if applicable;
   (3) tax statements or certificates;
   (4) preparation of the deed and any bill of sale;
   (5) one-half of any escrow fee;
   (6) costs to record any documents to cure title objections that Seller must cure; and
   (7) other expenses that Seller will pay under other provisions of this contract.

B. Buyer’s Expenses: Buyer will pay for the following at or before closing:
   (1) all loan expenses and fees;
   (2) preparation fees of any deed of trust;
   (3) recording fees for the deed and any deed of trust;
   (4) premiums for flood and hazard insurance as may be required by Buyer’s lender;
   (5) one-half of any escrow fee; and
   (6) other expenses that Buyer will pay under other provisions of this contract.

14. PRORATIONS:

A. Prorations:
   (1) Interest on any assumed loan, taxes, rents, and any expense reimbursements from tenants will be prorated through the closing date.

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(2) If the amount of ad valorem taxes for the year in which the sale closes is not available on the closing date, taxes will be prorated on the basis of taxes assessed in the previous year. If the taxes for the year in which the sale closes vary from the amount prorated at closing, the parties will adjust the prorations when the tax statements for the year in which the sale closes become available. This Paragraph 14A(2) survives closing.

(3) If Buyer assumes a loan or is taking the Property subject to an existing lien, Seller will transfer all reserve deposits held by the lender for the payment of taxes, insurance premiums, and other charges to Buyer at closing and Buyer will reimburse such amounts to Seller by an appropriate adjustment at closing.

B. Rollback Taxes: If Seller’s use or change in use of the Property before closing results in the assessment of additional taxes, penalties, or interest (assessments) for periods before closing, the assessments will be the obligation of Seller. If this sale or Buyer’s use of the Property after closing results in additional assessments for periods before closing, the assessments will be the obligation of Buyer. This Paragraph 14B survives closing.

C. Rent and Security Deposits: At closing, Seller will tender to Buyer all security deposits and the following advance payments received by Seller for periods after closing: prepaid expenses, advance rental payments, and other advance payments paid by tenants. Rents prorated to one party but received by the other party will be remitted by the recipient to the party to whom it was prorated within 5 days after the rent is received. This Paragraph 14C survives closing.

15. DEFAULT:

A. If Buyer fails to comply with this contract, Buyer is in default and Seller, as Seller’s sole remedy(ies), may terminate this contract and receive the earnest money, as liquidated damages for Buyer’s failure except for any damages resulting from Buyer’s inspections, studies or assessments in accordance with Paragraph 7C(4) which Seller may pursue, or (Check if applicable)

☐ enforce specific performance, or seek such other relief as may be provided by law.

B. If, without fault, Seller is unable within the time allowed to deliver the estoppel certificates, survey or the commitment, Buyer may:

(1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer’s sole remedy; or
(2) extend the time for performance up to 15 days and the closing will be extended as necessary.

C. Except as provided in Paragraph 15B, if Seller fails to comply with this contract, Seller is in default and Buyer may:

(1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer’s sole remedy; or
(2) enforce specific performance, or seek such other relief as may be provided by law, or both.

16. CASUALTY LOSS AND CONDEMNATION:

A. If any part of the Property is damaged or destroyed by fire or other casualty after the effective date, Seller must restore the Property to its previous condition as soon as reasonably possible and not later than the closing date. If, without fault, Seller is unable to do so, Buyer may:

(1) terminate this contract and the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer;
(2) extend the time for performance up to 15 days and closing will be extended as necessary; or
(3) accept at closing: (i) the Property in its damaged condition; (ii) an assignment of any insurance proceeds Seller is entitled to receive along with the insurer’s consent to the assignment; and (iii) a credit to the sales price in the amount of any unpaid deductible under the policy for the loss.

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B. If before closing, condemnation proceedings are commenced against any part of the Property, Buyer may:
   (1) terminate this contract by providing written notice to Seller within 15 days after Buyer is advised of the condemnation proceedings and the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer; or
   (2) appear and defend the condemnation proceedings and any award will, at Buyer's election, belong to: (a) Seller and the sales price will be reduced by the same amount; or (b) Buyer and the sales price will not be reduced.

17. ATTORNEY'S FEES: If Buyer, Seller, any broker, or the title company is a prevailing party in any legal proceeding brought under or with relation to this contract or this transaction, such party is entitled to recover from the non-prevailing parties all costs of such proceeding and reasonable attorney's fees. This Paragraph 17 survives termination of this contract.

18. ESCROW:

A. At closing, the earnest money will be applied first to any cash down payment, then to Buyer's closing costs, and any excess will be refunded to Buyer. If no closing occurs, the title company may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of the title company from all parties.

B. If one party makes written demand for the earnest money, the title company will give notice of the demand by providing to the other party a copy of the demand. If the title company does not receive written objection to the demand from the other party within 15 days of the date the title company sent the demand to the other party, the title company may disburse the earnest money to the party making demand, reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and the title company may pay the same to the creditors.

C. The title company will deduct any independent consideration under Paragraph 7B(1) before disbursing any earnest money to Buyer and will pay the independent consideration to Seller.

D. If the title company complies with this Paragraph 18, each party hereby releases the title company from all claims related to the disbursement of the earnest money.

E. Notices under this Paragraph 18 must be sent by certified mail, return receipt requested. Notices to the title company are effective upon receipt by the title company.

F. Any party who wrongfully fails or refuses to sign a release acceptable to the title company within 7 days after receipt of the request will be liable to the other party for: (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.

G. ☐ Seller ☐ Buyer intend(s) 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 extent 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.

19. MATERIAL FACTS: To the best of Seller's knowledge and belief: (Check only one box.)

☐ A. Seller is not aware of any material defects to the Property except as stated in the attached Commercial Property Condition Statement (TXR-1406).

☑ B. Except as otherwise provided in this contract, Seller is not aware of:
   (1) any subsurface: structures, pits, waste, springs, or improvements;
   (2) any pending or threatened litigation, condemnation, or assessment affecting the Property;
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(3) any environmental hazards or conditions that materially affect the Property;
(4) whether the Property is or has been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers;
(5) whether radon, asbestos containing materials; urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants), or other pollutants or contaminants of any nature now exist or ever existed on the Property;
(6) any wetlands, as defined by federal or state law or regulation, on the Property;
(7) any threatened or endangered species or their habitat on the Property;
(8) any present or past infestation of wood-destroying insects in the Property's improvements;
(9) any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property;
(10) any material physical defects in the improvements on the Property; or
(11) any condition on the Property that violates any law or ordinance.

(Describe any exceptions to (1)-(11) in Paragraph 12 or an addendum.)

20. NOTICES: All notices between the parties under this contract must be in writing and are effective when
hand-delivered, mailed by certified mail return receipt requested, or sent by facsimile transmission to the
parties addresses or facsimile numbers stated in Paragraph 1. The parties will send copies of any notices
to the broker representing the party to whom the notices are sent.

✓ A. Seller also consents to receive any notices by e-mail at Seller's e-mail address stated in Paragraph 1.
✓ B. Buyer also consents to receive any notices by e-mail at Buyer's e-mail address stated in Paragraph 1.

21. DISPUTE RESOLUTION: The parties agree to negotiate in good faith in an effort to resolve any dispute
related to this contract that may arise. If the dispute cannot be resolved by negotiation, the parties will
submit the dispute to mediation before resorting to arbitration or litigation and will equally share the costs
of a mutually acceptable mediator. This paragraph survives termination of this contract. This paragraph
does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

22. AGREEMENT OF THE PARTIES:

A. This contract is binding on the parties, their heirs, executors, representatives, successors, and
permitted assigns. This contract is to be construed in accordance with the laws of the State of Texas. If
any term or condition of this contract shall be held to be invalid or unenforceable, the remainder of this
contract shall not be affected thereby.

B. This contract contains the entire agreement of the parties and may not be changed except in writing.

C. If this contract is executed in a number of identical counterparts, each counterpart is an original and all
counterparts, collectively, constitute one agreement.

D. Addenda which are part of this contract are: (Check all that apply.)
- Commercial Contract Condominium Addendum (TXR-1930) or (TXR-1946);
- Commercial Contract Financing Addendum (TXR-1931);
- Commercial Property Condition Statement (TXR-1408);
- Commercial Contract Addendum for Special Provisions (TXR-1940);
- Addendum for Seller's Disclosure of Information on Lead-Based Paint and Lead-Based Paint
Hazards (TXR-1906);
- Notice to Purchaser of Real Property in a Water District (MUD);
- Addendum for Coastal Area Property (TXR-1915);
- Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TXR-1916);
- Information About Brokerage Services (TXR-2501); and
- Information About Mineral Clauses in Contract Forms (TXR-2509); and

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E. Buyer ☑ may □ may not assign this contract. If Buyer assigns this contract, Buyer will be relieved of any future liability under this contract only if the assignee assumes, in writing, all of Buyer's obligations under this contract.

23. TIME: Time is of the essence in this contract. The parties require strict compliance with the times for performance. If the last day to perform under a provision of this contract falls on a Saturday, Sunday, or legal holiday, the time for performance is extended until the end of the next day which is not a Saturday, Sunday, or legal holiday.

24. EFFECTIVE DATE: The effective date of this contract for the purpose of performance of all obligations is the date the title company receipt this contract after all parties execute this contract.

25. ADDITIONAL NOTICES:

A. Buyer should have an abstract covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a title policy.

B. If the Property is situated in a utility or other statutory created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fees of the district before final execution of this contract.

C. Notice Required by §13.257, Water Code: "The real property, described below, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property." The real property is described in Paragraph 2 of this contract.

D. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included as part of this contract (the Addendum for Coastal Area Property (TXR-1915) may be used).

E. If the Property is located seaward of the Gulf Intracoastal Waterway, §61.025, Texas Natural Resources Code, requires a notice regarding the seaward location of the Property to be included as part of this contract (the Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TXR-1916) may be used).

F. If the Property is located outside the limits of a municipality, the Property may now or later be included in the extra-territorial jurisdiction (ETJ) of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and ETJ. To determine if the Property is located within a municipality's ETJ, Buyer should contact all municipalities located in the general proximity of the Property for further information.

G. If apartments or other residential units are on the Property and the units were built before 1978, federal law requires a lead-based paint and hazard disclosure statement to be made part of this contract (the Addendum for Seller's Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (TXR-1906) may be used).

Initiated for identification by Seller [Signature] and Buyer [Signature]
H. Section 1958.154, Occupations Code requires Seller to provide Buyer a copy of any mold remediation certificate issued for the Property during the 5 years preceding the date the Seller sells the Property.

I. Brokers are not qualified to perform property inspections, surveys, engineering studies, environmental assessments, or inspections to determine compliance with zoning, governmental regulations, or laws. Buyer should seek experts to perform such services. Buyer should review local building codes, ordinances and other applicable laws to determine their effect on the Property. Selection of experts, inspectors, and repairmen is the responsibility of Buyer and not the brokers. Brokers are not qualified to determine the credit worthiness of the parties.

J. NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."

K. LICENSE HOLDER DISCLOSURE: Texas law requires a real estate license holder who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as a trustee or of which the license holder or the license holder's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable:

26. CONTRACT AS OFFER: The execution of this contract by the first party constitutes an offer to buy or sell the Property. Unless the other party accepts the offer by 5:00 p.m., in the time zone in which the Property is located, on January 30, 2020, the offer will lapse and become null and void.

READ THIS CONTRACT CAREFULLY. The brokers and agents make no representation or recommendation as to the legal sufficiency, legal effect, or tax consequences of this document or transaction. CONSULT your attorney BEFORE signing.

Seller: PACIFIC JADE FAMILY LP

By:
By (signature): [Signature]
Printed Name: CATHY TEK
Title: PARTNER

Buyer: EUREKA HOLDINGS ACQUISITIONS, LP

By:
By (signature): [Signature]
Printed Name: Harris Block
Title: Authorized Agent

(TXR-1801) 4-1-18

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AGREEMENT BETWEEN BROKERS
(use only if Paragraph 9B(1) is effective)

Principal Broker agrees to pay ______________________ (Cooperating Broker) a fee when the Principal Broker's fee is received. The fee to be paid to Cooperating Broker will be:

☐ $ __________, or
☐ ______% of the sales price, or
☐ ______% of the Principal Broker's fee.

The title company is authorized and directed to pay Cooperating Broker from Principal Broker's fee at closing. This Agreement Between Brokers supersedes any prior offers and agreements for compensation between brokers.

Principal Broker: ____________________________________________
Cooperating Broker: ____________________________________________

By: ____________________________________________ By: ____________________________________________

ATTOYNEYS

Seller's attorney: ____________________________________________
Buyer's attorney: Adam Wilk
Address: ____________________________________________
Streed Vinl, Perry PC
Address: 2705 Bee Cave Rd Suite 180
Austin TX 78746
Phone & Fax: ____________________________________________
Phone & Fax: 512-476-6385
E-mail: ____________________________________________
E-mail:

Seller's attorney requests copies of documents, notices, and other information:
☐ the title company sends to Seller.
☐ Buyer sends to Seller.

Buyer's attorney requests copies of documents, notices, and other information:
☐ the title company sends to Buyer.
☐ Seller sends to Buyer.

ESCROW RECEIPT

The title company acknowledges receipt of:
A. the contract on this day January 10, 2020 (effective date);
B. earnest money in the amount of $ 20,600.00 on January 17, 2020

Title company: C&G 17230 Title Company
By: ________________

Address: 609 Marq Street Suite 7300
Houston, TX 77002
Phone & Fax: 713-238-9112 713-238-9111
E-mail: C&G@C&G. RELCEHK.APH.COM

Assigned file number (GF#): 311005 376641

(TXR-1801) 4-1-18

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Page 14 of 14
1900 Milby & 1901 Miller
ADDENDUM TO COMMERCIAL CONTRACT BETWEEN THE UNDERSIGNED PARTIES CONCERNING
THE PROPERTY AT

1900 Milby and 1901 Miller, Houston, Texas 77003

The portion of the Sales Price not payable in cash will be paid as follows: (Check all that apply.)

☐ A. THIRD PARTY FINANCING:

(1) The contract is contingent upon Buyer obtaining a third party loan(s) secured by the Property in the
amount of $___________ for not less than ________ years with the initial interest rate not to exceed ________% per annum and payments calculated on an amortization period of no
less than ________ years.

(2) Buyer will apply for the third party loan(s) described in Paragraph A(1) promptly after the effective
date. If Buyer cannot obtain the loan(s), Buyer may give Seller written notice within ________ days
after the effective date and the contract will terminate and the earnest money, less any independent
consideration under Paragraph 7B(1) of the contract, will be refunded to Buyer. If Buyer does not
give such notice within the time required, this contract will no longer be subject to the
contingency described in this Paragraph A.

(3) Each note to be executed under this addendum is to be secured by vendor's and deed of trust liens.

☐ B. ASSUMPTION:

(1) Buyer will assume the unpaid principal balance of the existing promissory note secured by the
Property payable to __________________________ which balance at closing will be $______________

(2) Buyer's initial payment will be the first payment due after closing. Buyer's assumption of the existing
note includes all obligations imposed by the deed of trust securing the note, recorded in

in the real property records of the county where the Property is located.

(3) If the unpaid principal balance of the assumed loan as of the date of closing varies from the loan
balance stated in Paragraph B(1), the cash payable at closing will be adjusted by the net amount
of any variance; provided, if the total principal balance of the assumed loan varies in an amount
greater than $______________ at closing, either party may terminate the contract and the earnest
money will be refunded to Buyer unless either party elects to eliminate the excess in the variance
by an appropriate adjustment at closing.

(4) Buyer may terminate the contract and the earnest money, less any independent consideration under
Paragraph 7B(1) of the contract, will be refunded to Buyer if the note holder on assumption requires:
(a) Buyer to pay an assumption fee in excess of $______________ and Seller declines to pay
such excess;
(b) an increase in the interest rate to more than ________%; or
(c) any other modification of the loan documents.

(5) Unless Seller is released of liability on any assumed note, Seller requires a vendor's lien and deed
of trust to secure assumption, which will be automatically released on execution and delivery of a
release by the note holder.

(TXR-1931) 1-26-10

Initiated for Identification by Seller: ________, and Buyer: ________
(6) If assumption approval is required by the note holder, Buyer will apply for assumption approval within _______ days after the effective date of the contract and will make every reasonable effort to obtain assumption approval. If Buyer cannot obtain assumption approval, Buyer may give Seller written notice within _______ days after the effective date and the contract will terminate and the earnest money, less any independent consideration under Paragraph 7B(1) of the contract, will be refunded to Buyer. If Buyer does not give such notice within the time required and Buyer does not close because Buyer is not able to assume the existing note, Buyer will be in default.

✓ C. SELLER FINANCING:

(1) At closing, Buyer will execute and deliver a promissory note (the note) from Buyer to Seller in the amount of $ 2,450,000.00 ________, bearing 5.9 ________% interest per annum. Matured, unpaid amounts will bear interest at the maximum rate of interest allowed by law.

(2) The note will be payable as follows:

☐ (a) In one payment, due __________ after the date of the note, with interest payable: ☐ (i) monthly ☐ (ii) __________

☐ (b) In installments of $ __________ beginning __________ after the date of the note and continuing at ☐ monthly ☐ __________ when the entire balance of the note will be due and payable.

✓ (c) Interest only in ☐ monthly ☐ __________ installments for the first __________ years and thereafter in installments of $ __________ including interest ☐ plus interest beginning thirty (30) days after the date of the note and continuing at ☐ monthly ☐ __________ intervals thereafter for until the maturity date when the entire balance of the note will be due and payable.

(3) The note will be secured by vendor’s and deed of trust liens and an assignment of leases payable at the place designated by Seller.

(4) The note will provide that if Buyer fails to timely pay an installment within 10 days after the installment is due, Buyer will pay a late fee equal to 5% of the installment not paid.

(5) The note ☐ will ☑ will not provide for liability (personal or corporate) against the maker in the event of default.

(6) The note may be prepaid in whole or in part at any time without penalty. Any prepayments are to be applied to the payment of the installments of principal last maturing and interest will immediately cease on the prepaid principal.

(7) The lien securing payment of the note will be inferior to any lien securing any superior note described in this addendum. If an owner’s policy of title insurance is furnished, Buyer, at Buyer’s expense, will furnish Seller with a mortgagee title policy in the amount of the note at closing.

(8) If all or any part of the Property is sold or conveyed without Seller’s prior written consent, Seller, at Seller’s option, may declare the outstanding principal balance of the note, plus accrued interest, immediately due and payable. Any of the following is not a sale or conveyance of the Property:

(a) the creation of a subordinate lien;

(b) a sale under a subordinate lien;

(c) a deed under threat or order of condemnation;

(d) a conveyance solely between the parties; or

(e) the passage of title by reason of death of a maker or operation of law.

(TXR-1931) 1-26-10

Initiated for Identification by Seller: ☑ __________, and Buyer: ☑ __________
Commercial Contract Financing Addendum concerning 1903 Milby and 1901 Milner, Houston, Texas 77003

(9) Deposits for Taxes and Insurance: Together with the principal and interest installments, Buyer will not deposit with Seller a pro rata part of the estimated annual ad valorem taxes on the Property and a pro rata part of the estimated annual insurance premiums for the improvements on the Property.

(a) If Buyer deposits taxes and insurance deposits with Seller, Buyer agrees that the taxes and insurance deposits are only estimates and may be insufficient to pay total taxes and insurance premiums. Buyer agrees to pay any deficiency within 30 days after Seller notifies Buyer of any deficiency. Buyer's failure to pay the deficiency is a default under the deed of trust.

(b) If any superior lien holder on the Property collects payments for taxes and insurance, any requirement to deposit taxes and insurance deposits with Seller under this addendum is inoperative so long as payments are being made to the superior lien holder.

(10) Any event that constitutes a default under any superior lien constitutes a default under the deed of trust securing the note.

(11) The note will include a provision for reasonable attorney's fees for any collection action.

(12) Unless the parties agree otherwise, the form of the note and loan documents will be as found in the current edition of the State Bar of Texas Real Estate Forms Manual without any additional clauses.

☐ D. CREDIT APPROVAL ON ASSUMPTION OR SELLER FINANCING:

(1) To establish Buyer's creditworthiness for assumption approval or seller financing, Buyer will deliver to Seller the following information (Buyer's documentation) within _______ days after the effective date of the contract:

☐ (a) verification of employment, including salary;
☐ (b) verification of funds on deposit in financial institutions;
☐ (c) current financial statement;
☐ (d) credit report;
☐ (e) tax returns for the following years ________________________________;

☐ (f) ____________________________________________________________________________

(2) If Buyer does not timely deliver Buyer's documentation or Seller determines, in Seller's sole discretion, that Buyer's creditworthiness is not acceptable, Seller may terminate the contract by giving written notice to Buyer not later than _______ days after the date Buyer must deliver Buyer's documentation under Paragraph D(1) and the earnest money, less any independent consideration under Paragraph 7B(1) of the contract, will be refunded to Buyer. If Seller does not timely terminate the contract under this paragraph, Seller will be deemed to have accepted Buyer's credit.

☐ E. SPECIAL PROVISIONS:

The Seller finance documents described in the Seller Financing Addendum attached will be based on the Texas Bar Forms.

(TXR-1931) 1-25-10 Initiated for Identification by Seller: _______ and Buyer: _______.
Commercial Contract Financing Addendum concerning 1900 Milby and 1901 Milner, Houston, Texas 77003

Seller: PACIFIC JADE FAMILY LP
By: ____________________________
By (signature): ________________
Printed Name: CATHY TEOB
Title: Partner

Buyer: EUREKA HOLDINGS ACQUISITIONS, LP
By: ____________________________
By (signature): ________________
Printed Name: Harris Block
Title: Authorized Agent

By: ____________________________
By (signature): ________________
Printed Name: ____________________
Title: __________________________

(TXR-1931) 1-26-10
THE LANGUAGE SET FORTH BELOW MUST BE INCORPORATED INTO A COVER LETTER ATTACHED TO ALL TITLE INSURANCE COMMITMENTS.

Required Language for a Title Insurance Commitment Cover Letter

The attached title insurance commitment contains information which has been obtained or derived from records and information owned by Title Data, Inc. or one (1) of its subsidiaries (collectively "Title Data"). Title Data owns and maintains land title plants for various Texas counties. Our company's right to access and use Title Data's title plants is governed by the Subscription Agreement(s) we have with Title Data, which restricts who can receive and/or use a title insurance commitment, which is based in whole or in part, upon Title Data's records and information. The information contained in the title plants is protected by federal copyright law and Texas common law on trade secrets and contract.

This Title Insurance Commitment should not be re-distributed without first confirming with the issuing agent what is permissible under the terms of their Subscription Agreement with Title Data.
WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice. If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.

- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.

- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do NOT reuse the same password for other online accounts.

- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

**Federal Bureau of Investigation:**

http://www.fbi.gov

**Internet Crime Complaint Center:**

http://www.ic3.gov
COMMITMENT FOR TITLE INSURANCE (T-7)

Issued By: Chicago Title Insurance Company

Commitment Number: 2635032000010

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.

We (Chicago Title Insurance Company, a Florida corporation) 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.

Issued By:

Commonwealth Title of Houston

Chicago Title Insurance Company

By:

President

Attest:

Secretary

AUTHORIZED SIGNATORY

CONDITIONS AND STIPULATIONS

1. If you have actual knowledge of any matter which may affect the title or mortgage covered by this Commitment that is not shown in Schedule B you must notify us in writing. If you do not notify us in writing, our liability to you is ended or reduced to the extent that your failure to notify us affects our liability. If you do notify us, or we learn of such matter, we may amend Schedule B, but we will not be relieved of liability already incurred.

2. Our liability is only to you, and others who are included in the definition of Insured in the Policy to be issued. Our liability is only for actual loss incurred in your reliance on this Commitment to comply with its requirements, or to acquire the interest in the land. Our liability is limited to the amount shown in Schedule A of this Commitment and will be subject to the following terms of the Policy: Insuring Provisions, Conditions and Stipulations, and Exclusions.
SCHEDULE A

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: $4,600,000.00
      PROPOSED INSURED: 2020 Southlawn 90, LP
   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)
      Policy 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:
   HASNA WAREHOUSE, L.L.C.
4. Legal description of land:

ALL THAT CERTAIN TRACT OR PARCEL OF LAND CONTAINING 1.8848 ACRES (82,101 SQ. [T.] OUT OF AND A PART OF THAT CERTAIN CALLED 113,583.7 SQUARE FOOT TRACT CONVEYED FROM ROYAL CROWN BOTTLERS TO H. AND J. ELECTRIC CO. BY DEED RECORDED UNDER FILE NUMBER H-297158 IN THE OFFICE OF THE COUNTY CLERK OF HARRIS COUNTY, TEXAS; SAID 1.8848 ACRE BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTHERLY LINE OF LEELAND AVENUE (60.00 FOOT RIGHT-OF-WAY) WITH THE EASTERLY LINE OF MILLER STREET (50.00 FOOT RIGHT-OF-WAY); SAID POINT BEING THE NORTHWESTERLY CORNER OF BLOCK 5 IN THE W.L. EDMUNDSON ADDITION NO. 2, A SUBDIVISION IN THE CITY OF HOUSTON, TEXAS;

THENENCE, SOUTH 19 DEG. 45 MIN. 15 SEC. WEST, ALONG THE EASTERLY LINE OF MILLER STREET AND WESTERLY LINE OF SAID BLOCK 5 FOR A DISTANCE OF 350.00 FEET TO A 5/8 INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF LOT 8 IN SAID BLOCK 5 AND POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENENCE, SOUTH 70 DEG. 14 MIN. 45 SEC. EAST, AT 104.80 FEET PASSING THE COMMON LINE BETWEEN SAID BLOCK 5 AND BLOCK 6 OF PASTORIZA ADDITION AND CONTINUING FOR A TOTAL DISTANCE OF 225.93 FEET TO A 1/2 INCH IRON ROD SET FOR CORNER ON THE WESTERLY LINE OF MILBY STREET (60.00 FOOT RIGHT-OF-WAY);

THENENCE, SOUTH 20 DEG. 03 MIN. 00 SEC. WEST, ALONG THE WESTERLY LINE OF MILBY STREET FOR A DISTANCE OF 404.72 FEET TO A 5/8 INCH IRON ROD FOUND FOR CORNER;

THENENCE, NORTH 69 DEG. 57 MIN. 00 SEC. WEST, 100.00 FEET CROSSING BLOCK 2, IN SAID PASTORIZA ADDITION TO A 1/2 INCH IRON ROD SET FOR CORNER;

THENENCE, NORTH 20 DEG. 03 MIN. 00 SEC. EAST, 50.60 FEET TO A POINT FOR CORNER ON THE SOUTH LINE OF A NOW ABANDONED STRIP ORIGINALLY INTENDED FOR COYLE STREET RIGHT-OF-WAY;

THENENCE, NORTH 70 DEG. 14 MIN. 45 SEC. WEST, 73.10 FEET ALONG THE SOUTH LINE OF SAID ABANDONED STRIP TO A POINT FOR CORNER, FROM WHICH A METAL FENCE CORNER POST BEARS NORTH 70 DEG. WEST, 0.5 FOOT;

THENENCE, NORTH 19 DEG. 45 MIN. 15 SEC. EAST, 50.00 FEET CROSSING SAID ABANDONED STRIP TO A POINT FOR CORNER;

THENENCE, NORTH 70 DEG. 14 MIN. 45 SEC. WEST, 51.00 FEET TO A 3/4 INCH IRON ROD FOUND FOR CORNER ON THE EASTERLY LINE OF MILLER STREET;

THENENCE, NORTH 19 DEG. 45 MIN. 15 SEC. EAST, 303.60 FEET ALONG THE EASTERLY LINE OF MILLER STREET TO THE POINT OF BEGINNING AND CONTAINING 1.8848 ACRES OF LAND, MORE OR LESS.

NOTE: This Company does not represent that the above acreage or square footage calculations are correct.

END OF SCHEDULE A
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, Schedule B is hereby deleted.**

   Omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

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 Policy only.)

4. Any title 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 or 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 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 Mortgagee 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 2020 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 Mortgagee Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)
SCHEDULE B
EXCEPTIONS FROM COVERAGE
(continued)

8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage.

(Applies to Mortgagee Policy (T-2) only.)

9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Mortgagee Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Mortgagee 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 Mortgagee 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):

a. Rights of parties in possession.

b. The following exception will appear in any policy issued (other than the T-1R Residential Owner’s Policy of Title Insurance and the T-2R Short-Form Residential Loan Policy) if the Company is not provided a survey of the Land, acceptable to the Company, for review at or prior to closing:

Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land.

Note: Upon receipt of a survey acceptable to the Title Company, this exception will be deleted. The Company reserves the right to except additional items and/or make additional requirements after reviewing said survey.

c. Visible or apparent easement(s) and/or rights of way on, over, under or across the Land.

d. Any portion of the Land located within the boundaries of any roadway or highway.

e. Rights of tenants in possession, as tenants only, under unrecorded lease agreements.

f. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

<table>
<thead>
<tr>
<th>Granted to:</th>
<th>Houston Natural Gas Corporation</th>
<th>Purpose:</th>
<th>gas pipeline right-of-way</th>
<th>Recording No:</th>
<th>Volume 1187, Page 182 of the Deed Records of Harris County, Texas</th>
<th>Affects:</th>
</tr>
</thead>
</table>

g. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

<table>
<thead>
<tr>
<th>Granted to:</th>
<th>Houston Lighting &amp; Power Company</th>
<th>Purpose:</th>
<th>electric transmission and distribution lines</th>
<th>Recording No:</th>
<th>Volume 6921, Page 246 (C573912) of the Deed Records of Harris County, Texas</th>
<th>Affects:</th>
</tr>
</thead>
</table>
h. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

<table>
<thead>
<tr>
<th>Granted to:</th>
<th>Houston Lighting &amp; Power Company</th>
<th>Purpose:</th>
<th>easement for electric distribution</th>
<th>Recording No:</th>
<th>Volume 6911, Page 145 (C569267) of the Deed Records of Harris County, Texas</th>
<th>Affects:</th>
</tr>
</thead>
</table>
SCHEDULE B
EXCEPTIONS FROM COVERAGE
(continued)

i. Easement(s) for the purpose(s) shown below and rights incidental thereto, as evidenced in a document:

   Purpose: easement and right-of-way
   Recording No: Volume 5266, Page 103 (B761971) and corrected in Volume 5306, Page 578 (B783198), both of the Deed Records of Harris County, Texas
   Affects: 10 feet wide, the center line of which is located 12.5 feet south of and parallel to the north line of Lot 6, Block 3 of Senechal Place.

j. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

   Granted to: CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Texas Gas Operations
   Purpose: an exclusive, perpetual, and unobstructed easement, hereinafter referred to as the "Easement", for natural gas facilities and communications facilities
   Recording No: Harris County Clerk's File No. 20130318513, and amended at Harris County Clerk's File No. 20130398507
   Affects: An exclusive, perpetual, and unobstructed easement thirty (30) feet wide, (the "Easement"), the centerline of which is shown by the dot dash line on Sketch No. 13-0389, attached hereto and made a part hereof.

k. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.

l. If any portion of the proposed loan and/or the Owner's Title Policy coverage amount includes funds for immediately contemplated improvements, the following exceptions will appear in Schedule B of any policy issued as indicated:

   Owner and Loan Policy(ies): Any and all liens arising by reason of unpaid bills or claims for work performed or materials furnished in connection with improvements placed, or to be placed, upon the subject land. However, the Company does insure the insured against loss, if any, sustained by the Insured under this policy if such liens have been filed with the County Clerk of County, Texas, prior to the date hereof.

   Owner Policy(ies) Only: Liability hereunder at the date hereof is limited to $ 0.00. Liability shall increase as contemplated improvements are made, so that any loss payable hereunder shall be limited to said sum plus the amount actually expended by the insured in improvements at the time the loss occurs. Any expenditures made for improvements, subsequent to the date of this policy, will be deemed made as of the date of this policy. In no event shall the liability of the Company hereunder exceed the face amount of this policy. Nothing contained in this paragraph shall be construed as limiting any exception or any printed provision of this policy.

   Loan Policy(ies) Only: Pending disbursement of the full proceeds of the loan secured by the lien instrument set forth under Schedule A hereof, this policy insures only to the extent of the amount actually disbursed, but increase as each disbursement is made in good faith and without knowledge of any defect in, or objections to, the title up to the face amount of the policy. Nothing contained in this paragraph shall be construed as limiting any exception under Schedule B, or any printed provision of this policy.
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 Mortgagee 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. A deed of trust to secure an indebtedness in the amount shown below,

   Amount: $394,708.46
   Dated: March 31, 2001
   Trustor/Grantor HASNA Warehouse, L.L.C.
   Trustee: M. H. Cersonsky
   Beneficiary: H & J Electric Company, a Texas Corporation
   Recording Date: April 2, 2001
   Recording No: Harris County Clerk’s File No. U961755.

6. The Company will require a land title survey. If the owner of the Land the subject of this transaction is in possession of a current land title survey, the Company will require that said survey be submitted for review and approval; otherwise, a new survey, satisfactory to the Company, must be prepared by a licensed land surveyor and supplied to the Company prior to the close of escrow.

   The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

   If the Company is to delete the appropriate portion of the standard survey exception and provide a T-19 endorsement, the Company must be provided a survey and field notes from a Registered Public Surveyor on a form and in a manner acceptable to the Company, showing the following:

   (a) the location of all improvements and showing the exact location of all building lines in relation to the property lines;
SCHEDULE C
(continued)

(b) easements and/or rights of way dedicated or not, that a physical inspection of the Land might disclose;

(c) all encroachments, or on the face of the survey, a statement of “No Encroachments.” Any survey required in the current transaction must be submitted to the Company for review at least 24 hours prior to closing.

The Company reserves the right to make additional exceptions and/or requirements upon receipt and review of said survey.

The Texas Title Insurance Information portion of the Commitment for Title Insurance advises you that your policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements if you pay additional premium for the coverage.

7. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below.

Limited Liability Company:  Hasna Warehouse LLC

a. A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.

b. If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendment thereto with the appropriate filing stamps.

c. If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.

d. A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created

e. If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

8. The name(s) of the purchaser(s)/borrower(s) shown below has been checked for judgment liens protected under the terms of the Federal Debt Collection Act of 1990, and none were found. If the name(s) of the purchaser(s)/borrower(s) as shown herein should change prior to closing, resubmit for additional examination:

Name(s) of Purchaser(s)/Borrower(s):  2020 Southlawn 90, LP

9. The Land is located within the City of Houston or within its extra territorial jurisdiction (within 5 miles of the city limits but outside another municipality). It is subject to the terms, conditions, and provisions of City of Houston Ordinance No. 85-1878, pertaining to among other things, the platting and replatting of real property and to the establishment of building lines (25 feet along major thoroughfares and 10 feet along other streets). A certified copy of said ordinance was filed August 1, 1991, at Harris County Clerk’s File No. M337573.  

10. According to City of Houston Ordinance No. 89-1312, set forth below, seller is obligated to provide notice of restrictive covenants to purchaser, which notice is to be filed for record if the Land is found to be located within the boundaries of the City of Houston. A seller who fails to provide such notice may be subject to a fine levied by the City of Houston. 

Recording No.:  Harris County Clerk's File No. M337573.
11. The following note is for informational purposes only:

The following deed(s) affecting said land were recorded within twenty-four (24) months of the date of this report:

None found of record.

The last Deed found of record affecting the Land was recorded April 2, 2001 at Harris County Clerk’s File No. U961754, wherein the grantee acquired the subject property.

The last Deed found of record affecting the Land was recorded May 10, 2006 at Harris County Clerk's File No. Z290294, wherein the grantee acquired the subject property.

12. Note – Important Notice

You have the right to have your funds deposited in an interest-bearing account.

If you choose to establish an interest-bearing account for your deposit, notify your escrow officer immediately. Thereafter you will be provided with a Notice of Election form which you should complete in writing by completing and returning the form, along with your taxpayer identification information, not later than five (5) days before the scheduled closing. If you choose to establish an interest-bearing account for your deposit, an additional charge of $50.00 will be required. This charge may exceed the amount of interest to be earned on the deposit, depending on the amount, applicable interest rate, and the duration of the deposit.

As an example, the amount of interest you can earn on a deposit of $1000.00 for a thirty-day period at an interest rate of 4% is $3.33. Interest earned is dependent on the amount of deposit, time of deposit and the applicable interest rate.

If you do not choose to establish an interest-bearing account for your deposit, your funds will be deposited with other escrow funds in your escrow agent’s general escrow account with an authorized financial institution and may be transferred to another general escrow account or accounts. By reason of the banking relationship between our Company and the financial institution, the Company may receive an array of bank services, accommodations or other benefits. The escrow funds will not be affected by such services, accommodations or other benefits.

Failure to notify your escrow officer and complete the additional required investment authorization form shall constitute waiver of any intention of establishing an interest-bearing account for your deposit(s).

13. As to any document creating your title or interest that will be executed or recorded electronically, or notarized pursuant to an online notarization, the following requirements apply:

• Confirmation prior to closing that the County Clerk of Harris County, Texas has approved and authorized electronic recording of electronically signed and notarized instruments in the form and format that is being used.

• Electronic recordation of the instruments to be insured in the Official Public Records of Harris County, Texas.

• Execution of the instruments to be insured pursuant to the requirements of the Texas Uniform Electronic Transactions Act, Chapter 322 of the Business and Commerce Code.

• Acknowledgement of the instruments to be insured by a notary properly commissioned as an online notary public by the Texas Secretary of State with the ability to perform electronic and online notarial acts under 1 TAC Chapter 87.
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 issuing Title Insurance Company, Chicago Title Insurance Company, is a corporation whose shareholders owning or controlling, directly or indirectly, 10% of said corporation, directors and officers are listed below:
   - **Shareholders**: Fidelity National Title Group, Inc. which is owned 100% by FNTG Holdings, LLC which is owned 100% by Fidelity National Financial, Inc.
   - **Directors**: Raymond Randall Quirk, Anthony John Park, Marjorie Nemzura, Michael J. Nolan, Edson N. Burton, Jr.
   - **Officers**: Raymond Randall Quirk (President), Anthony John Park (Executive Vice President), Marjorie Nemzura (Secretary), Daniel Kennedy Murphy (Treasurer)

2. The following disclosures are made by the Title Insurance Agent issuing this Commitment:
   - **Commonwealth Title of Houston, Inc.**
     - **Owners**: Commonwealth Land Title Insurance Company owns 100% of Commonwealth Title of Houston, Inc.
     - **Directors**: Raymond Randall Quirk, Anthony John Park
     - **Officers**: James A. Johnson (President), Joseph William Grealish (Executive Vice President), Marjorie Nemzura (Secretary), Daniel Kennedy Murphy (Senior Vice President and Treasurer)
     - **(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.** NONE.

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>Owner's Policy</th>
<th>$21,163.00</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total</strong></td>
<td>$21,163.00</td>
</tr>
</tbody>
</table>

Of this total amount: 15% will be paid to the policy issuing Title Insurance Company; 30% 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>Percent/Amount</th>
<th>To Whom</th>
<th>For Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>55%</td>
<td>Jerel J. Hill</td>
<td>Closing the Transaction</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.
Date: 
To: Hasna Warehouse LLC 
Property: 1810 Milby Street, Houston, TX 77003, 1810 Milby Street, Houston, TX 77003, 1810 Milby Street, Houston, TX 77003, 1810 Milby Street, Houston, TX 77003 and 1810 Milby Street, Houston, TX 77003

This is to give you notice that Commonwealth Title of Houston, a subsidiary of Fidelity National Financial, Inc. has a business relationship with the settlement service providers listed below to which you have been referred. Each of the companies listed below is One-Hundred Percent (100%) owned directly or indirectly by Fidelity National Financial, Inc. Because of this relationship, this referral may provide Commonwealth Title of Houston with a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the listed providers as a condition for the consummation of the transaction involving the above referenced property.

<table>
<thead>
<tr>
<th>Settlement Service Provider:</th>
<th>Type of Settlement Provided:</th>
<th>Range of Charges:</th>
</tr>
</thead>
<tbody>
<tr>
<td>National TaxNet</td>
<td>Tax Information</td>
<td>$50 to $100 including sales tax and $5 for each additional parcel over 3 parcels</td>
</tr>
</tbody>
</table>

There are frequently other settlement service providers available who offer similar services. You are free to shop around to determine that you are receiving the best services and the best rate for these services.

Acknowledgment
I/We have read this disclosure form and understand that Commonwealth Title of Houston is referring me/us to purchase the above described settlement services and may receive a financial or other benefit as the result of this referral.
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.

--- 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, insure 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 1-800-442-7067 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.

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.
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 Insurance 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 in connection with its issuance or the breach of a policy provision, or to any other 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
FIDELITY NATIONAL FINANCIAL
PRIVACY NOTICE

Effective January 1, 2020

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.
Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law. We do share Personal Information among affiliates (other companies owned by FNF) to directly market to you. Please see "Choices with Your Information" to learn how to restrict that sharing.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

If you do not want FNF to share your information among our affiliates to directly market to you, you may send an "opt out" request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.
For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (https://fnf.com/pages/californiaprivacy.aspx) or call (888) 413-1748.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children
The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users
FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans
Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes; Use of Comments or Feedback
By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice’s effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice. We may use comments or feedback that you submit to us in any manner without notice or compensation to you.
**Accessing and Correcting Information; Contact Us**

If you have questions, would like to correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests to privacy@fnf.com, by phone to (888) 934-3354, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer
COMMITMENT FOR TITLE INSURANCE

Issued by Chicago Title Insurance Company

CHICAGO TITLE INSURANCE COMPANY

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.

We (CHICAGO TITLE INSURANCE COMPANY, a Florida corporation) 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.

Chicago Title Insurance Company
609 Main Street, Ste 2350
Houston, TX 77002
713-238-9142

Authorized Officer or Agent

CHICAGO TITLE INSURANCE COMPANY

By: ____________________________
President

Attest: __________________________
Secretary

CONDITIONS AND STIPULATIONS

1. If you have actual knowledge of any matter which may affect the title or mortgage covered by this Commitment, that is not shown in Schedule B, you must notify us in writing. If you do not notify us in writing, our liability to you is ended or reduced to the extent that your failure to notify us affects our liability. If you do notify us, or we learn of such matter, we may amend Schedule B, but we will not be relieved of liability already incurred.

2. Our liability is only to you, and others who are included in the definition of Insured in the Policy to be issued. Our liability is only for actual loss incurred in your reliance on this Commitment to comply with its requirements, or to acquire the interest in the land. Our liability is limited to the amount shown in Schedule A of this Commitment and will be subject to the following terms of the Policy: Insuring Provisions, Conditions and Stipulations, and Exclusions.
The attached title insurance commitment contains information which has been obtained or derived from records and information owned by Title Data, Inc. or one of its subsidiaries (collectively “Title Data”). Title Data owns and maintains land title plants for various Texas counties. Title Data created its title plants through the investment of extensive time, labor, skill and money. The information contained in the title plants is protected by federal copyright law and Texas common law on trade secrets and contract.

Title Data has granted our company a license to use one or more of its title plants. Our company’s right to access and use Title Data’s title plants is governed by our contract with Title Data. Our contract with Title Data restricts who can receive and/or use a title insurance commitment which is based, in whole or in part, upon Title Data’s records and information.

Under the terms of our contract with Title Data, we are permitted to provide you with the attached title insurance commitment for limited use and distribution only. Specifically, you are sublicensed to deliver, exhibit, or furnish the attached title insurance commitment (or any copies thereof) ONLY to your bona fide employees and a third party who is playing a bona fide role in this proposed real estate transaction, including a lawyer, a lender, a surveyor, a real estate broker or agent, and the parties to this proposed transaction.

For purposes of our agreement with Title Data, “deliver, exhibit, or furnish” includes, without limitation, copying this title insurance commitment (whether such copying be by means of a photocopier, facsimile machine, another electronic scanning device, or any other method of reproduction) and providing such copy to any third party.

Your furnishing of the attached title insurance commitment to anyone not specifically enumerated above is not permitted by our contract with Title Data and constitutes a breach of our sublicense to you. Your furnishing of the attached title insurance commitment to anyone not specifically enumerated above is also a violation of federal copyright law and Texas common law.

Therefore, as an express condition of us providing you with the attached title insurance commitment, you specifically agree to limit its uses to those set forth herein, and to provide a copy of this letter to any party to whom you deliver, exhibit, or furnish the attached title insurance commitment (or any copies thereof).

In the event you are unable or unwilling to comply with these conditions, immediately return the attached title insurance commitment to our company, without reviewing, copying, or otherwise utilizing in any way the information contained therein.

A COPY OF THIS LETTER MUST ACCOMPANY THE ATTACHED TITLE INSURANCE COMMITMENT AT ALL TIMES. ALL DOWNSTREAM RECIPIENTS MUST PROVIDE A COPY OF THIS LETTER TO ANY OTHER AUTHORIZED USERS OF THE ATTACHED TITLE INSURANCE COMMITMENT.
COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

Effective Date: January 14, 2020
Issued: February 6, 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: $3,100,000.00
       PROPOSED INSURED: 2020 SOUTHLAWN 90 LP.
   (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: $2,480,000.00
       PROPOSED INSURED: LENDER WITH CONTRACTUAL OBLIGATIONS UNDER A
       LOAN AGREEMENT WITH THE VESTED OWNER
       IDENTIFIED AT SCHEDULE A ITEM 3 HEREIN, OR
       PROPOSED PURCHASER
       2020 SOUTHLAWN 90 LP.
   (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:

   PACIFIC JADE FAMILY LP: As to all of Tract I and Lots 9, 10, & 11 in Tract II
   PACIFIC JADE FLP: As to Lots 7 & 8, in Tract II

4. Legal description of land:

   Tract I:

   Lots One (1), Two (2), Three (3), Four (4), and Five (5), in BlockTwo (2), of PASTORIZA
   ADDITION, a subdivision in Harris County, Texas, according to the map or plat thereof
   recorded in Volume 227, Page 146, of the Deed Records of Harris County, Texas.

   Tract II:

   Lots Seven (7), Eight (8), Nine (9), Ten (10), and Eleven (11), in Block Three (3), of
SENCHAL PLACE, a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 295, Page 11, of the Deed Records of Harris County, Texas.
SCHEDULE B

EXCEPTIONS FROM COVERAGE

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

1. Item 1, Schedule B is hereby deleted in its entirety.

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 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 (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year 2020, 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 Excess 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):
   a. Rights of parties in possession.
   b. Rights of tenants in possession, as tenants only, under unrecorded lease agreements.

Chicago Title Insurance Company

T-7 Commitment for Title insurance (01/01/2014)
c. The following exception will appear in any policy issued (other than the T-1R Residential Owner's Policy of Title Insurance and the T-2R Short-Form Residential Loan Policy) if the Company is not provided a survey of the Land, acceptable to the Company, for review at or prior to closing:

   Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land.

   Note: Upon receipt of a survey acceptable to the Title Company, this exception will be deleted. The Company reserves the right to except additional items and/or make additional requirements after reviewing said survey.

d. Visible or apparent easement(s) and/or rights of way on, over, under or across the Land.

e. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.

f. INTENTIONALLY DELETED.
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, subcontractors, 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. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

6. It appears that PACIFIC JADE FLP is also known as OR is one and the same entity as PACIFIC JADE FAMILY LP, however, we find no documents of record indicating a name change, merger or conversion. We must be furnished with satisfactory evidence in recordable form indicating that PACIFIC JADE FLP is also known as or is one and the same as PACIFIC JADE FAMILY LP, otherwise, we must be furnished with a Deed from PACIFIC JADE FLP to PACIFIC JADE FAMILY LP, to be filed of record in the Real Property Records of Harris County, Texas. (As to Lots 7 & 8, in Tract II)

7. INTENTIONALLY DELETED.

8. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below:

   Name: PACIFIC JADE FAMILY LP

   a) A complete copy of the limited partnership agreement and any amendments and restatements thereto

   b) Evidence that the partnership was validly formed, is in good standing and authorized to do business in its state of origin

   c) If less than all general partners are executing documents, furnish evidence of the signing partner(s) authority, unless authorized in the above-referenced documents.

   The Company reserves the right to add additional items or make further requirements after
review of the requested documentation.

9. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below:

Name: PACIFIC JADE FLP

a) A complete copy of the limited partnership agreement and any amendments and restatements thereto

b) Evidence that the partnership was validly formed, is in good standing and authorized to do business in its state of origin

c) If less than all general partners are executing documents, furnish evidence of the signing partner(s) authority, unless authorized in the above-referenced documents.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

10. The name(s) of the purchaser(s)/borrower(s) shown below has been checked for judgment liens protected under the terms of the Federal Debt Collection Act of 1990, and none were found. If the name(s) of the purchaser(s)/borrower(s) as shown herein should change prior to closing, resubmit for additional examination:

Name(s) of Purchaser(s)/Borrower(s): EUREKA HOLDINGS ACquisitions, LP

11. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below:

Name: EUREKA HOLDINGS ACquisitions, LP

a) A complete copy of the limited partnership agreement and any amendments and restatements thereto

b) Evidence that the partnership was validly formed, is in good standing and authorized to do business in its state of origin

c) If less than all general partners are executing documents, furnish evidence of the signing partner(s) authority, unless authorized in the above-referenced documents.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

12. The Land is located within the City of Houston or within its extra territorial jurisdiction (within 5 miles of the city limits but outside another municipality). It is subject to the terms, conditions, and provisions of City of Houston Ordinance No. 85-1878, pertaining to among other things, the platting and replatting of real property and to the establishment of building lines (25 feet along major thoroughfares and 10 feet along other streets). A certified copy of said ordinance was filed August 1, 1991, at Clerk’s File No. N253886.

13. The following note is for informational purposes only:

The following deed(s) affecting said Land were recorded within twenty-four (24) months of the date of this report:

None found of record.

The last Deed found of record affecting the Land was recorded October 21, 2004 at Harris
County Clerk’s File No. Y006355, wherein PACIFIC JADE FAMILY LP acquired subject property. (As to all of Tract I and Lots 9, 10, & 11 in Tract II)

The last Deed found of record affecting the Land was recorded April 22, 2005, at Harris County Clerk’s File No. Y412508, wherein PACIFIC JADE FLP acquired subject property. (As to Lots 7 & 8, in Tract II)

14. The transaction contemplated in connection with this Commitment is subject to the review and approval of the Company’s Corporate Underwriting Department. The Company reserves the right to add additional items or make further requirements after such review.

15. For each policy to be issued as identified in Schedule A, Item 1; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. The Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
COMMITMENT FOR TITLE INSURANCE

SCHEDULE D

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.
   The issuing Title Insurance Company, Chicago Title Insurance Company, is a Florida corporation whose shareholders owning or controlling, directly or indirectly, 10% of said corporation, directors and officers are listed below:
   
   **Shareholders**: Fidelity National Title Group, Inc. which is owned 100% by FNTG Holdings, LLC which is owned 100% by Fidelity National Financial, Inc.

   **Directors**: Raymond Randall Quirk, Anthony John Park, Michael J. Nolan, Theodore L. Kessner, Edison N. Burton, Jr.

   **Officers**: President, Raymond Randall Quirk, Executive Vice President, Anthony John Park, Secretary, Michael Louis Gravelle, Treasurer, Daniel Kennedy Murphy

2. 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:

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<td>Endorsements</td>
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<td>Other</td>
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<td><strong>Total</strong></td>
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Of this total amount: 15% will be paid to the policy issuing Title Insurance Company; 65% will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

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<th>Amount</th>
<th>To Whom</th>
<th>For Services</th>
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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.
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.

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 on 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 1-800-442-7067 or by calling the title insurance agent that issued the Commitment. The State Board 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.

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an increased Value Endorsement.
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 in connection with its issuance or the breach of a policy provision, or to any other 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

Deletion of Arbitration
WIRE FRAUD ALERT
IMPORTANT! YOUR FUNDS MAY BE AT RISK
This notice is not intended to provide legal or professional advice. If you have any questions, please consult with a lawyer.

Realtors®, Real Estate Brokers, Closing Attorneys, Buyers and Sellers are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification.

A fraudster will hack into a participant’s email account to obtain information about upcoming real estate transactions. After monitoring the account to determine the likely timing of a closing, the fraudster will send an email to the Buyer purporting to be the escrow agent or another party to the transaction. The fraudulent email will contain new wiring instructions or routing information, and will request that the Buyer send funds to a fraudulent account.

PLEASE BE ADVISED THAT WE ONLY PROVIDE WIRE INSTRUCTIONS THROUGH VERBAL VERIFICATION. If funds are to be wired in conjunction with this transaction, call us at 713-229-8484 to obtain our wire information. If you receive another email or unsolicited call purporting to alter these instructions, please immediately call us at 713-229-8484.

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

NEVER REPLY on emails or other communications purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the courses of a transaction.

DO NOT FORWARD wire instructions to other parties without first verbally verifying the instructions from the sending party.

ALWAYS VERIFY WIRE INSTRUCTIONS, specifically the ABA routing number and account number, by calling the party who is receiving the funds. DO NOT REPLY on other parties calling you.

Obtain the number of your Realtor®, Real Estate Broker and your escrow officer as soon as an escrow account is opened.

DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation: http://www.fbi.gov

Internet Crime Complaint Center: http://www.ic3.gov

ACKNOWLEDGEMENT OF RECEIPT
Your signature below acknowledges receipt of this Wire Fraud Alert.

Buyer 1

Signature

Printed Name

Buyer 2

Signature

Printed name
Effective January 1, 2020

FIDELITY NATIONAL FINANCIAL
PRIVACY NOTICE

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, “FNF,” “our,” or “we”) respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary’s website and this Privacy Notice does not apply.

Collection of Personal Information
FNF may collect the following categories of Personal Information:
• contact information (e.g., name, address, phone number, email address);
• demographic information (e.g., date of birth, gender, marital status);
• identity information (e.g. Social Security Number, driver’s license, passport, or other government ID number);
• financial account information (e.g., loan or bank account information); and
• other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:
• information we receive from you or your agent;
• information about your transactions with FNF, our affiliates, or others; and
• information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information
FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an “FNF Website”) from your Internet browser, computer, and/or device:
• Internet Protocol (IP) address and operating system;
• browser version, language, and type;
• domain name system requests; and
• browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics
Cookies. When you visit an FNF Website, a “cookie” may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer’s hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to “Do Not Track” features enabled through your browser.

Effective January 1, 2020

Reserved
Copyright © 2020. Fidelity National Financial, Inc. All Rights Reserved
Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information
FNF uses Personal Information for three main purposes:
• To provide products and services to you or in connection with a transaction involving you.
• To improve our products and services.
• To communicate with you about our, our affiliates’, and others’ products and services, jointly or independently.

When Information is Disclosed.
We may disclose your Personal Information and Browsing Information in the following circumstances:
• to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
• to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
• to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
• to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
• in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law. We do share Personal Information among affiliates (other companies owned by FNF) to directly market to you. Please see “Choices with Your Information” to learn how to restrict that sharing.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information
We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information
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Effective January 1, 2020
Reserved

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Your Consent To This Privacy Notice; Notice Changes; Use of Comments or Feedback
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If you have questions, would like to correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests to privacy@fnf.com, by phone to (888) 934-3354, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attention: Chief Privacy Officer

Effective January 1, 2020
Reserved

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Multiple Site Information Form
Multiple Site Information Form

This exhibit is required if a development site is assembled by aggregating noncontiguous tracts conveyed by one contract, or tracts conveyed by more than one contract whether contiguous or not. For each contract, list the address, legal description and acreage of each tract. The sum of the acreages must equal or exceed the acreage of the corresponding site plan(s) before dedications and other foreseeable reductions. Provide a reconciliation of any discrepancy (dedications, takings, reserves for other uses, etc.).

*Behind this form, provide a plat of the acquisitions that correspond to each distinct development site. The plat should state the dimensions of each tract and identify the address, legal description and acreage. If the development site boundaries do not match the boundaries of the platted acquisitions, provide an overlay plat of the development site.*

<table>
<thead>
<tr>
<th>Contract Number</th>
<th>Census Tract</th>
<th>Acreage</th>
<th>Date of Sale</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-1810 Milby</td>
<td>48201310200</td>
<td>1.89</td>
<td>1/7/2020</td>
</tr>
</tbody>
</table>

**Street Address**

<table>
<thead>
<tr>
<th>Address</th>
<th>City</th>
</tr>
</thead>
<tbody>
<tr>
<td>1810 Milby Street</td>
<td>Houston</td>
</tr>
</tbody>
</table>

**Contact Name for Seller**

- Mahmoud Harmouche ✓

**Name of Seller Entity**

- Hasna Warehouse LLC ✓

*Only list if owner has owned <36 mos.*

**Contact Name for Previous Seller**

- 9411 Cranleight Ct

**Name of Previous Seller Entity**

- Houston TX 77096-4207

**Seller Address**

- 9411 Cranleight Ct

**Did the seller acquire the property through foreclosure or deed in lieu of foreclosure?**

- No

**Is the seller affiliated with the Applicant, Principal, sponsor, or Development Team?**

- No

**If yes above, describe relationship:**

- Contract includes more than one tract/lot. Address, legal description, and acreage are below.

  **a.** 1810 Milby Acres 1.886
  **b.** Address Abbreviated Legal
  **c.** Address Abbreviated Legal

<table>
<thead>
<tr>
<th>Contract Number</th>
<th>Census Tract</th>
<th>Acreage</th>
<th>Date of Sale</th>
</tr>
</thead>
<tbody>
<tr>
<td>2 - 1900 Milby and 1901 Miller</td>
<td>48201310200</td>
<td>1.36</td>
<td>1/16/2020</td>
</tr>
</tbody>
</table>

**Street Address**

<table>
<thead>
<tr>
<th>Address</th>
<th>City</th>
</tr>
</thead>
<tbody>
<tr>
<td>1900 Milby Street</td>
<td>Houston</td>
</tr>
</tbody>
</table>

**Contact Name for Seller**

- Cathy Teng

**Name of Seller Entity**

- Pacific Jade Family LP ✓

**Name of Previous Seller Entity**

**City**

**Contact Name for Previous Seller**

**Did the seller acquire the property through foreclosure or deed in lieu of foreclosure?**

- No

**Is the seller affiliated with the Applicant, Principal, sponsor, or Development Team?**

- No

**If yes above, describe relationship:**

- Contract includes more than one tract/lot. Address, legal description, and acreage are below.

  **a.** 1900 Milby Street Acres 1.356
  **b.** Address Abbreviated Legal
  **c.** Address Abbreviated Legal

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

2/17/2020
Elected Officials
** Elected Officials

- ** US Representative
- ** 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>State Senator</th>
<th>District</th>
</tr>
</thead>
<tbody>
<tr>
<td>Support Letter</td>
<td></td>
</tr>
<tr>
<td>City Mayor</td>
<td></td>
</tr>
</tbody>
</table>

** Houston ISD **

<table>
<thead>
<tr>
<th>School Superintendent</th>
<th>District Name</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>City</td>
<td>Zip</td>
</tr>
</tbody>
</table>

** Sue Deigaard **

<table>
<thead>
<tr>
<th>Presiding officer of Board of Trustees</th>
<th>Houston ISD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Email</td>
<td></td>
</tr>
<tr>
<td>Address</td>
<td>City</td>
</tr>
<tr>
<td>4400 W 18th Street</td>
<td>Zip 77092</td>
</tr>
</tbody>
</table>

** Jerry Davis **

<table>
<thead>
<tr>
<th>City Council Member</th>
<th>District/Precinct</th>
<th>Email or Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</tbody>
</table>

** 2/25/2020 **
15 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></th>
<th>Name of Organization</th>
<th>Contact Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Address</td>
<td>City</td>
</tr>
<tr>
<td></td>
<td>Zip</td>
<td>Phone</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Fax or Email</td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Address</td>
<td>City</td>
</tr>
<tr>
<td></td>
<td>Zip</td>
<td>Phone</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Fax or Email</td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Address</td>
<td>City</td>
</tr>
<tr>
<td></td>
<td>Zip</td>
<td>Phone</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Fax or Email</td>
</tr>
<tr>
<td>4.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Address</td>
<td>City</td>
</tr>
<tr>
<td></td>
<td>Zip</td>
<td>Phone</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Fax or Email</td>
</tr>
<tr>
<td>5.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Address</td>
<td>City</td>
</tr>
<tr>
<td></td>
<td>Zip</td>
<td>Phone</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Fax or Email</td>
</tr>
</tbody>
</table>
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:

☒ 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.

☒ 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.

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

☒ 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.

☒ 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):

☒ 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

2/9/2020
CERTIFICATION OF NOTIFICATIONS (continued)

Part 4. Certification

By: ____________________________  2/28/2020

Signature of Applicant/Development Owner

Rene Campos

Printed Name

Texas  12-13-2023

Notary Public, State of

My Commission expires

Travis

County of

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 ___________ day of February ___________ , ___________ 2020

RACHEL BENNETT  
Notary Public Signature

Comm. Expires 12-13-2023  
Notary ID 132282689

2/9/2020
Development Narrative
### 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 barriers
  - [ ] 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.

2/24/2020
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" §9 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 violate TR 1.42-9 and the Application includes a private letter ruling ("PLR").
- Development financing includes a funding source that specifically allows for the intended Target Population. A copy of that funding sources’ authority to target the intended population is included behind this tab.
- 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.

If a revised form is submitted, date of submission: 

2/24/2020
Southlawn at Milby is a new elevator served 3 story construction development including ground floor covered parking for families. The proposed development is located at 1800 Milby Street in Harris County fully within the corporate limits of the City of Houston. There will be 110 residences with a mix of 1, 2, and 3 bedroom units. Common amenities include a theatre room, a fitness room, a community room and outdoor playground and splash pad. TDHCA made an At-Risk eligibility determination on August 11, 2019 (attached hereto) for 90 units with a HAP contract. There are an additional 20 market rate units requested by the City of Houston.

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.

<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>Multifamily Direct Loan: Const. to Perm. (Repayable)</td>
<td></td>
<td>Interest Rate (%)</td>
</tr>
<tr>
<td>Multifamily Direct Loan: Construction Only (Repayable)</td>
<td></td>
<td>0.00%</td>
</tr>
<tr>
<td>Multifamily Direct Loan: Const. to Perm. (Soft Repayable)</td>
<td></td>
<td>0.00%</td>
</tr>
<tr>
<td>CHDO Operating Expenses Grant</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Housing Tax Credits</td>
<td>$ 2,000,000</td>
<td></td>
</tr>
<tr>
<td>Private Activity Mortgage Revenue</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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 cannot be added or dropped from pre-application to full Application for Competitive HTC Applications.

<table>
<thead>
<tr>
<th>Competitive HTC Only</th>
<th>Multifamily Direct Loan Only</th>
</tr>
</thead>
<tbody>
<tr>
<td>Select At-Risk</td>
<td>Select NOFA and Set-Aside</td>
</tr>
<tr>
<td>Nonprofit</td>
<td>Select Set-Aside</td>
</tr>
<tr>
<td>USDA</td>
<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? Yes

2/24/2020
8. **Qualified Low Income Housing Development Election (HTC Applications only)**

Pursuant to §42[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.
- 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:*
February 26, 2020

Ms. Cynthia Bast
Locke Lord LLP
600 Congress, Ste. 2200
Austin, Texas 78701-2748

RE: REQUEST FOR STAFF DETERMINATION FOR 20100 SOUTHLMN AT MILBY, HOUSTON, TEXAS.

Dear Ms. Bast:

The Texas Department of Housing and Community Affairs received your January 9, 2020, pre-application request for determination. The request asks staff to determine whether an application submitted in the At-risk Set-aside under the Rental Assistance Demonstration (RAD) program as described in 10 TAC §11.5(3)(C)(iii) would qualify if the applicant was unable to provide evidence that HUD had issued a Commitment to enter in to a Housing Assistance Payment (CHAP). Per the rule:

the extent that an Application is eligible under Tex. Gov't Code §2306.6702(a)(5)(B)(iii), the Development must receive assistance through the Rental Assistance Demonstration (RAD) program administered by the United States Department of Housing and Urban Development (HUD). Applications must include evidence that RAD participation is included in the applicable public housing plan that was most recently approved by HUD, and evidence (in the form of a Commitment to enter into a Housing Assistance Payment (CHAP)) that HUD has approved the Units proposed for Rehabilitation or Reconstruction for participation in the RAD program;

As written, the rule indicates that any application applying under RAD is required to provide evidence of a CHAP.

The request states that the existing development is a Section 8 Moderate Rehabilitation (Mod Rehab) project. On September 5, 2019, HUD released Notice H-2019-09 PIH-2019-23 (HA), related to final implementation of the RAD program. That notice describes the second component of the RAD program, which allows Mod Rehab developments to convert to project based vouchers or project based rental assistance contracts. As such, these developments would not be issued a CHAP.
Staff has determined that since no CHAP is associated with the second component of RAD, no CHAP would be required to be submitted with an application submitted under that component. Any award to such an application would be conditioned on the approval of a long-term Section 8 Housing Assistance Payment (HAP) Contract for project-based vouchers (PBVs) or project-based rental assistance (PBRA).

Please be advised that this determination does not extend to any other questions of eligibility, threshold or scoring that may apply to the application. Please feel free to contact me if there are any questions or you require additional information.

Sincerely,

Mamie Holloway
Multifamily Finance Director
January 9, 2020

Division of Multifamily Finance
Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, Texas 78701

Re: Follow up to Request for Staff Determination and Request for Waiver, If Necessary
10 TAC §11.1(k) and 10 TAC §11.207

Ladies and Gentlemen:

On July 15, 2019, we sought guidance on behalf of a potential Applicant as to whether the proposed reconstruction of a certain development would be eligible for the At-Risk Set-Aside\(^1\), if it were to apply for Competitive Housing Tax Credits in 2020. We submitted the letter attached as Exhibit A (the “Original Request”). Staff responded with the letter attached as Exhibit B (the “Staff Response”). The Staff Response concluded:

> If, as described in your request for determination, the proposed Development will meet the requirements of §2306.6702(a)(5)(B)(iii), staff will consider it eligible to participate in the At-Risk Set-Aside.

**Additional Information**

**Texas Statute**

Section 2306.6702(a)(5)(B)(iii) of the Texas Government Code states that a proposed Development will be included in the At-Risk Set-Aside if the Applicant proposes to rehabilitate or reconstruct a property that:

> receive[s] assistance or will receive assistance through the Rental Assistance Demonstration program administered by the United States Department of Housing and Urban Development as specified by the Consolidated and Further Continuing Appropriations Act, 2012 (Pub. L. No. 112-55) and its subsequent amendments, if the application for assistance through the Rental Assistance Demonstration

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\(^1\) Capitalized terms used but not defined in this letter will have the meanings ascribed to them in the 2020 Qualified Allocation Plan (the “QAP”).
program is included in the applicable public housing plan that was most recently approved by the United States Department of Housing and Urban Development as specified by 24 C.F.R. Section 903.23

At the time we submitted the Original Request, the application for assistance through the Rental Assistance Demonstration (“RAD”) program had not been included in the applicable public housing plan. The RAD conversion for this property is now included in the FY 2020 Annual PHA Plan of the Houston Housing Authority. We have attached relevant pages of the Plan as Exhibit C.

With this, we believe the Applicant now qualified for the At-Risk Set-Aside because it meets the criteria of §2306.6702(a)(5)(B)(iii) of the Texas Government Code, as required in the Staff Response.

It should be noted that the RAD program has two components. The first component allows housing authorities to convert public housing assistance to PBRA or PBV assistance for their properties. The second component allows owners of Section 8 Mod Rehab properties to convert their contracts to PBRA or PBV assistance. Section 2306.6702(a)(5)(B)(iii) of the Texas Government Code does not distinguish between RAD’s first component and second component. Both are available to participate in the At-Risk Set-Aside.

**Texas Rule**

The 2020 QAP provides rules for the implementation of §2306.6702(a)(5)(B)(iii) of the Texas Government Code. As noted in the Original Request, the applicable provisions of the QAP are found in 10 TAC §11.5(3)(C)(iii):

(iii) To the extent that an Application is eligible under Tex. Gov’t Code §2306.6702(a)(5)(B)(iii), the Development must receive assistance through the Rental Assistance Demonstration (RAD) program administered by the United States Department of Housing and Urban Development (HUD). Applications must include evidence that RAD participation is included in the applicable public housing plan that was most recently approved by HUD, and evidence (in the form of a Commitment to enter into a Housing Assistance Payment (CHAP)) that HUD has approved the Units proposed for Rehabilitation or Reconstruction for participation in the RAD program (emphasis added)

See documentation from HUD dated 02-03-20

As noted above, the Applicant has evidence that RAD participation is included in the applicable public housing plan. However, the Applicant cannot obtain a CHAP from HUD. The RAD conversion is being processed through Mod Rehab RAD Component Two. The issuance of a CHAP is not part of the Mod Rehab RAD Component Two program. See a flowchart from HUD guidance, attached as Exhibit D. The Applicant is required to submit a Conversion Plan, and then the next step is for HUD to issue an approval. There is no intervening step for HUD to issue a CHAP, as in the first component of the RAD program.
Conclusion and Request

Based upon the Staff Response, and the evidence of inclusion in the PHA plan, as provided in this letter, we believe the Applicant qualifies for the At-Risk Set-Aside. However, the parenthetical above suggesting that the Applicant must produce a CHAP, which is not otherwise required under the Texas statute, and is not available under the second component of the RAD program, gives us pause. To the extent required, the Applicant hereby requests a waiver of 10 TAC §11.5(3)(C)(iii) with regard to the requirement to submit a CHAP with its Application in order to qualify for the At-Risk Set-Aside. The need for this waiver was not within the control of the Applicant, in that the QAP has been drafted in a manner that is not inclusive of the range of RAD conversions contemplated in the federal and state statute and is impossible for the Applicant to comply with. Further, granting the waiver promotes the policies and purposes of the Department. With the second component of the RAD program, HUD is giving owners an incentive to address housing that is deteriorating and not well-suited to meet the needs of low-income residents. Waiving this portion of the QAP, if necessary, to allow the Applicant to participate in the At-Risk Set-Aside helps “contribute to . . . cooperation in the preservation of government-assisted housing occupied by individuals and families of very low and extremely low income.” Texas Government Code §2306.001(3).

If you need any further information about this matter, please feel free to contact me.

Sincerely,

Cynthia L. Bast

cc: Harris Block
     Mark Rogers
     Sarah Andre

Exhibit A – Original Request
Exhibit B – Staff Response
Exhibit C – FY 2020 Annual PHA Plan of the Houston Housing Authority
Exhibit D – HUD Mod Rehab Conversion Processing Guide for RAD Component Two
Exhibit A

Original Request
July 15, 2019

Division of Multifamily Finance
Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, Texas 78701

Re: Request for Staff Determination
10 TAC §11.1(k)

Ladies and Gentlemen:

Pursuant to 10 TAC §11.1(k), we are seeking guidance on behalf of a potential Applicant (our "Client") as to whether the proposed reconstruction of a certain development would be eligible to fit in the At-Risk Set-Aside\(^1\), if it were to apply for Competitive Housing Tax Credits in 2020. Obviously, this determination would need to be made under the assumption that the 2020 Qualified Allocation Plan will be identical to the 2019 Qualified Allocation Plan for provisions that are applicable to this analysis.

The Property and Proposal

The property is a 240-unit complex in Houston (the "Current Property"). The Current Property participates in the HUD Mod Rehab program for all of its units, as evidenced by two (2) Mod Rehab contracts issued by the HUD Office of Public and Indian Housing (PIH). The Mod Rehab contracts are each for one (1) year with the contractual rental subsidy subject to annual contract renewal. Under the Second Component of HUD's Rental Assistance Demonstration ("RAD") program, the owner of a Mod Rehab property can convert the existing rental subsidy to long-term HAP contracts. This part of the RAD program is open to private owners and not limited to public housing authorities. *See Notice PIH-2012-32 (HA) H2017-03, REV-3, Section II.* Further, the Second Component of the RAD program allows the subsidy to be transferred from one property to another. *See Notice PIH-2012-32 (HA) H2017-03, REV-3, Section 2.4.1.*

Because of the condition and location of the Current Property, our Client proposes to convert the Mod Rehab rental assistance to a long-term HAP contract under the RAD program and transfer

\(^1\) Capitalized terms used but not defined in this letter will have the meanings ascribed to them in the 2019 Qualified Allocation Plan.
that subsidy to a newly constructed property (the "**New Property**"), which will be financed, in part, with Competitive Housing Tax Credits. The owner would meet the following requirements:

- It would have approval of the RAD conversion and transfer of the subsidy no later than the Carryover deadline.
- The New Property would have 240 units with rental subsidy.
- The New Property would qualify for points on the Opportunity Index or the City will provide a resolution indicating support for the New Property as needed to carry out a community revitalization plan.

A critical element of our Client's proposal is the ability to participate in the At-Risk Set-Aside for the 2020 Competitive Application Round.

**Legal Analysis**

**Texas Statute**

An analysis of the question must begin with §2306.6702(a)(5) of the Texas Government Code, defining an "At-risk development."

**Under subsection (A),** a development can be considered "at-risk" if (i) it has received the benefit of Section 8 housing assistance payment subsidy and (ii) the subsidy is nearing expiration. The Current Property **meets** these criteria.

**Under subsection (B),** a development can be considered "at-risk" if it proposes to rehabilitate or reconstruct housing units that receive assistance under the RAD program, if the application for RAD assistance is included in the applicable public housing plan that was most recently approved by HUD. We believe the Current Property and New Property **can meet** these criteria.

Based upon the foregoing, we believe our Client's proposal for the Current Property to convert to the New Property would fit into the definition of an at-risk development under §2306.6702(a)(5) of the Texas Government Code.

**Texas Rule**

The next level of analysis goes to the Qualified Allocation Plan. TDHCA has implemented that At-Risk Set-Aside required by statute with rules found at 10 TAC §11.5(3).

**Under Subsection (B),** a Development can participate in the At-Risk Set-Aside if (i) it has received the benefit of Section 8 housing assistance payment subsidy and (ii) the subsidy is nearing expiration. The Current Property **meets** these criteria.

**Under Subsection (D),** a Development that includes the demolition of existing units which have received one of the enumerated subsidies will not qualify as an At-Risk Development unless the reconstruction will include at least a portion of the same site. The New Property **does not meet** this requirement.
Alternatively, if an Applicant is proposing reconstruction using the RAD program, an Applicant may relocate the Development if: (i) the affordability restrictions and eligible subsidies are approved for transfer prior to the Carryover deadline; (ii) the reconstructed property will have the same number of affordable units as the original property; and (iii) the new Development Site will qualify for Opportunity Index points. We believe the New Property can meet these criteria.

Finally, under Subsection (C), an Application for the At-Risk Set-Aside that is utilizing the RAD program must include evidence that the RAD conversion has been included in the most recent approved public housing plan and that HUD has provided a Commitment for a Housing Assistance Payment contract. We believe our Client can meet these criteria.

Based upon the foregoing, we believe our Client's proposal for the Current Property to convert to the New Property would fit the requirements for an at-risk development under 10 TAC §11.5(3).

Request

Please advise whether you concur with our analysis and the proposal for the Current Property to convert into the New Property would be eligible for the At-Risk Set-Aside under the assumptions set forth above. If you believe additional information is necessary for the analysis, please let us know.

Given the timing applicable to a RAD conversion, our Client will need a response well in advance of the pre-application deadline so that it can satisfy the various to apply in the 2020 Application Round. We appreciate your soonest possible response.

Sincerely,

Cynthia L. Bast

cc: Harris Block
    Mark Rogers
    Sarah Andre
August 11, 2019

Cynthia L. Bast
Locke Lord, LLP
600 Congress Ave, Suite 2200
Austin, TX 78701-2748

RE: REQUEST FOR STAFF DETERMINATION

Dear Ms. Bast:

The Texas Department of Housing and Community Affairs (Department) has reviewed your request dated July 15, 2019, for a determination regarding the eligibility of a proposed Development to participate in the At-risk Set-Aside for the Competitive Housing Tax Credit (HTC) program. Our determination is based on an assumption that there will be no change to the applicable sections of the Qualified Allocation Plan (QAP) between 2019 and 2020.

Your request describes a 240-unit Development that participates in the HUD Mod Rehab program, which makes it eligible for conversion under the Second Component of HUD’s Rental Assistance Demonstration (RAD) program. The proposed Application would provide financing to reconstruct the Development on a new site.

As regards Tex. Gov’t Code §2306.6702(a)(5)(A) definition of Developments eligible to participate in the At-Risk Set-Aside, your request describes the Section 8 housing assistance payments (HAP) under the HUD Mod Rehab program as nearing expiration. According to HUD Notice PIH 2001-13, the HAP contract for Mod Rehab properties is renewed annually, which leads to a conclusion that the subsidy is not nearing expiration. Staff would not consider this Development eligible to participate in the At-Risk Set-Aside using this definition.

Statute also provides, at Tex. Gov’t Code §2306.6702(a)(5)(B)(iii), that Developments which “receive assistance or will receive assistance through the Rental Assistance Demonstration program” are eligible to participate in the At-Risk Set-Aside “if the application for assistance through the Rental
Assistance Demonstration program is included in the applicable public housing plan that was most recently approved by the United States Department of Housing and Urban Development as specified by 24 C.F.R. Section 903.23.” Your request states that the proposed Development can meet this criteria.

Moving to the QAP, the sections of statute above are addressed in 10 TAC §11.5(3). For 10 TAC §11.5(3)(B), staff continues to consider annual renewal to not equate to “nearing expiration”, so that the Development would not qualify under this section. Staff agrees that the described Development does not meet the requirements of 10 TAC §11.5(3)(D) regarding reconstruction on the same site. Under 10 TAC §11.5(3)(C), the construction of the rule adds the requirements of Tex. Gov’t Code §2306.6702(a)(5)(B)(ii) to the requirements §2306.6702(a)(5)(B)(iii) in error. Because this is clearly not the intent of statute as drafted, and the two may not be compatible as combined in the rule, staff will rely on the statutory definition:

(iii) receive assistance or will receive assistance through the Rental Assistance Demonstration program administered by the United States Department of Housing and Urban Development as specified by the Consolidated and Further Continuing Appropriations Act, 2012 (Pub. L. No. 112-55) and its subsequent amendments, if the application for assistance through the Rental Assistance Demonstration program is included in the applicable public housing plan that was most recently approved by the United States Department of Housing and Urban Development as specified by 24 C.F.R. Section 903.23.

If, as described in your request for determination, the proposed Development will meet the requirements of §2306.6702(a)(5)(B)(iii), staff will consider it eligible to participate in the At-Risk Set-Aside. Staff will propose appropriate changes to 10 TAC §11.5(3)(C) to correct this error.

Please be advised that this determination does not extend to any other questions of eligibility, threshold or scoring that may apply to the Application.

Please feel free to contact me if there are any questions or you require additional information.

Sincerely,

Marni Holloway
Multifamily Finance Director
Exhibit C

FY 2020 Annual PHA Plan of the Houston Housing Authority
### Streamlined Annual PHA Plan
*(High Performer PHAs)*

**Purpose.** The 3-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA’s operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA’s mission, goals and objectives for serving the needs of low-income, very low-income, and extremely low-income families.

**Applicability.** Form HUD-50075-HP is to be completed annually by **High Performing PHAs**. PHAs that meet the definition of a **Standard PHA**, **Troubled PHA**, **HCV-Only PHA**, **Small PHA**, or **Qualified PHA** do not need to submit this form.

**Definitions.**

1. **High-Performing PHA** – A PHA that owns or manages more than 550 combined public housing units and housing choice vouchers, and was designated as a high performer on both of the most recent Public Housing Assessment System (PHAS) and Section Eight Management Assessment Program (SEMAP) assessments.
2. **Small PHA** – A PHA that is not designated as PHAS or SEMAP troubled, or at risk of being designated as troubled, and that owns or manages less than 250 public housing units and any number of vouchers where the total combined units exceeds 550.
3. **Housing Choice Voucher (HCV) Only PHA** – A PHA that administers more than 550 HCVs, was not designated as troubled in its most recent SEMAP assessment, and does not own or manage public housing.
4. **Standard PHA** – A PHA that owns or manages 250 or more public housing units and any number of vouchers where the total combined units exceeds 550, and that was designated as a standard performer in the most recent PHAS or SEMAP assessments.
5. **Troubled PHA** – A PHA that achieves an overall PHAS or SEMAP score of less than 60 percent.
6. **Qualified PHA** – A PHA with 550 or fewer public housing dwelling units and/or housing choice vouchers combined, and is not PHAS or SEMAP troubled.

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### PHA Information.

| PHA Name: | Houston Housing Authority |
| PHA Type: | High Performer |
| PHA Code: | TX005 |
| PHA Plan Submission Type: | Annual Submission |

**PHA Plan for Fiscal Year Beginning:** (MM/YY): 01/01/2020

**PHA Inventory (Based on Annual Contributions Contract (ACC) units at time of FY beginning, above):**

- Number of Public Housing (PH) Units: 3,325
- Number of Housing Choice Vouchers (HCVs): 18,391
- Total Combined: 21,532

**Availability of Information.** In addition to the items listed in this form, PHAs must have the elements listed below readily available to the public. A PHA must identify the specific location(s) where the proposed PHA Plan, PHA Plan Elements, and all information relevant to the public hearing and proposed PHA Plan are available for inspection by the public. Additionally, the PHA must provide information on how the public may reasonably obtain additional information of the PHA policies contained in the standard Annual Plan, but excluded from their streamlined submissions. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on their official website. PHAs are also encouraged to provide each resident council a copy of their PHA Plans.
tenants to update them on the taking. At these meetings, tenants have generally been in favor of the taking, as those who are eligible will receive tenant protection vouchers. After the settlement letter is executed, HHA will also be providing written notice to the tenants of Clayton Homes.

**CONVERSION OF PUBLIC HOUSING TO PROJECT-BASED ASSISTANCE UNDER RAD**

HHA has almost completed our first Rental Assistance Demonstration (RAD) Project-Based Voucher (PBV) straight conversion for HRI/Victory Place. HHA is also going through the RAD-PBV conversion process with HUD for our APV/HOAPV developments, which will include an application for 4% tax credits in January 2020 and possibly state historic tax credits as well. HHA used the feasibility analysis for our consideration to convert its entire portfolio through RAD. HHA is amending its PHA Plan because our Board of Commissioners passed a resolution on July 16, 2019, authorizing HHA to execute all necessary documents to submit a portfolio-wide application to HUD under its Rental Assistance. Information related to the Public Housing Development(s) HHA selected for RAD are in Attachment B.

The HHA will be converting to Project Based Vouchers or Project Based Rental Assistance under the guidelines of PIH Notice 2012-32, REV-1 and any successor Notices. Upon conversion to Project Based Vouchers or Project Based Rental Assistance the Authority will adopt the resident rights, participation, waiting list and grievance procedures listed in (For conversions to PBV: Section 1.6 of PIH Notice 2012-32, REV-2; and Joint Housing PIH Notice H-2014-09/PIH-2014-17; For conversions to PBRA: Section 1.7 of PIH Notice 2012-32, REV-2; and Joint Housing PIH Notice H-2014-09/PIH-2014-17).

For its four pending RAD-PBV conversions – HRI, Victory Place, APV, HOAPV developments - HHA will use Capital Funds and/or Replacement Housing Factor funds to pay off the debt on its Energy Services Companies (ESCOs). Replacement Housing Factor funds will also be used to adjust RAD rents for conversion of HRI/Victory Place and/or APV/HOPV. HHA also plans to use Capital Funds to pay off the debt on its Energy Services Companies (ESCOs) for its other properties listed below, prior to closing under RAD. At this point in time, $1,027,977.67 in Capital Funds will be used to pay off and remove HRI and Victory Place from the ESCO note. Because the RAD conversions for APV/HOAPV will not take place until next year, the amounts to pay off and remove these properties from the ESCO note cannot be estimated.

Additionally, the HHA certifies that it is currently compliant with all fair housing and civil rights requirements, including those imposed by any remedial orders or agreements. RAD was designed by HUD to assist in addressing the capital needs of public housing by providing HHA with access to private sources of capital to repair and preserve its affordable housing assets. Please be aware that upon conversion, the Authority’s Capital Fund Budget will be reduced by the pro rata share of Public Housing Developments converted as part of the Demonstration, and that HHA may also borrow funds to address their capital needs. The HHA intends to contribute Operating Reserves, Capital Funds, and/or Replacement Housing Factor (RHF) Funds. The HHA currently has debt under an Energy Performance Contract and will be working with Bank of The Ozarks to address outstanding debt issues, which may result in additional reductions of capital or operating funds.

If needed, HHA will prepare and publish a significant amendment or update its Annual/5-year Plan at the appropriate time to comply with the requirements in 2012-32, REV-3, Attachment C.
The property owner of a Moderate Rehabilitation development - Southlawn Palms Apartments located at 7006 Scott St, Houston, TX 77021 – expressed an interest in possibly converting under HUD’s Rental Assistance Demonstration. HHA will work with the property owner to help educate them about conversion under RAD and to help facilitate this transaction if so desired.

**Project-based Vouchers**
HHA currently operates a project-based voucher (PBV) program and plans to continue working with community partners to identify specific target populations to be served through further project-basing of vouchers. The HHA intends to issue additional RFPs in the coming year to expand housing opportunities.

**Capital Fund and Capital Fund Reserves**
Under the law, HHA may create a replacement reserve for its public housing developments through the use of its Capital Fund(s), in order to fund capital activities in amounts necessary to satisfy anticipated capital needs in its Capital Fund 5-Year Plan. A replacement reserve is an essential component for modernization of any property, including public housing.

**Fungibility of Operating Funds for a Replacement Reserve in Public Housing Developments**
Under the law, HHA may transfer 20 percent of its Operating Fund into a replacement reserve, without the obligation deadlines that apply to current capital funds.

**B3 Progress Report.**

Provide a description of the PHA’s progress in meeting its Mission and Goals described in the PHA 5-Year Plan.

**HHA Goal:** Expand efforts to ensure equal opportunity in housing by:

**Strategy: Reducing operational barriers that may hinder access to programs it administers.**

**Strategy: Reducing language barriers that may hinder access to programs it administers**
Progress: HHA has existing staff that have the ability to speak, read, and translate in various languages. This action item focuses on using existing staff resources to translate and add additional information for families. In the long term, this action item includes the implementation of a website translator or alternate Spanish version of the website to ensure access to the non-English speaking population.

We currently have one Spanish speaking CSR. We continue to utilize existing staff to assist with Spanish and Asian language calls. We have also used Masterword for on demand translation. Increasing Spanish presence on the website will be an ongoing process. A new website will have to be created. Spanish, Vietnamese and Mandarain translations were produced for the HHA website for our September 2016 wait list opening. We advertised in those languages as well. We also received media coverage in multiple languages.
Exhibit D

HUD Mod Rehab Conversion Processing Guide for RAD Component Two
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Conversion Approval → Closing / Contract Execution
February 3, 2020

Harris Block  
Eureka Holdings, Inc.  
603 W 8th Street  
Austin, TX 78701

Re: Southlawn Apartments  
7006 Scott Street  
Houston, Texas 77021

Dear Mr. Block:

The Department is following up on our letter to you on October 18, 2020 identifying Mod Rehab contracts as at-risk. You’ve indicated that evidence of a CHAP is required for the Southlawn LIHTC application. The Department is currently reviewing the RAD conversion plan for Southlawn Apartments in accordance with the instructions in Notice H-2019-09 PIH-2019-23 (HA), Rental Assistance Demonstration – Final Implementation, Rev 4, (the Notice). **Mod Rehab contracts** are converted under the RAD 2\(^{nd} \) Component requirements and therefore **do not require a CHAP**. Only Public Housing conversions issue CHAPs as evidence of approval under RAD 1\(^{st} \) Component.

Furthermore, the conversion plan requires evidence of LIHTC equity and a pay-in schedule. You will be notified of HUD’s acceptance of the Conversion Plan via issuance of an approval letter, conditioned upon a firm commitment(s) of all financing on substantially the same terms as those presented with the Conversion Plan.

If you have any questions or need further clarification, please contact Shalonda Lincoln, RAD Transaction Manager, at (202) 402-2617 or Shalonda.s.Lincoln@hud.gov.

Sincerely,

John P. Ardovini  
Branch Chief  
Office of Recapitalization
Special Programs Department

Moderate Rehabilitation Program

Southlawn Palms Phase I
TX24-K005-003-0001

Contract Dates
08/05/2019 – 08/04/2020

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DISTRIBUTED 8/8/19 Chk
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
Office of Public and Indian Housing

SECTION 8
HOUSING ASSISTANCE PAYMENTS
MODERATE REHABILITATION PROGRAM

RENEWAL OF HAP CONTRACT

1. BACKGROUND

Previously, the PHA entered into a HAP contract with the owner under the Section 8 Moderate Rehabilitation Program. The HAP contract provided for Section 8 housing assistance payments by the PHA to the owner. The HAP contract identified covered contract units and specified the term of the HAP contract for such units.

The term of the HAP contract expires during federal fiscal year 2019. Under Section 524 of the Multifamily Assisted Housing Reform and Affordability Act of 1997 (MAHRA) (Public Law 105-65, October 27, 1997, 111 Stat. 1344 et. seq.) as amended, HUD is authorized to renew expiring Section 8 contracts. This renewal contract is entered in accordance with Section 524(b)(3) of MAHRA as amended.

The one-year term of the renewal contract commences on the day after the HAP contract expires. The commencement date is specified in the “contract information” attached as an exhibit to this renewal contract.

2. DEFINITIONS

Commencement date. The beginning of the one-year renewal term. (The commencement date is specified in the contract information exhibit.)

Contract information. An exhibit attached to and made a part of the renewal contract. The exhibit specifies the amount of budget authority, commencement date of the renewal term, number of units, number of bedrooms and contract rent.

Contract units. The units covered by this renewal contract.


HAP contract. Section 8 Housing Assistance Payments Contract.

HUD. The U.S. Department of Housing and Urban Development.

One year. 365 days.

PHA. Public Housing Agency

Public Housing Agency (PHA). The agency that has entered this renewal contract with the
owner.

Section 8. Section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f).

3. **TERM OF RENEWAL**

The expiring HAP contract is renewed for a period of one year (365 days) beginning on the commencement date.

4. **CONTRACT RENT**

During the renewal term, the monthly contract rents for the contract units described in the exhibit of contract information shall be the amounts specified in the exhibit. The owner shall not receive any other payment or compensation for rental of the units.

Notwithstanding the amounts of the contract rents specified in the exhibit of contract information, contract rents shall in no event exceed the rent levels permitted by Section 524(b)(3) of MAHRA as amended. Such rent levels shall be calculated in accordance with HUD instructions.

During the renewal term, the following provisions of the expiring HAP contract do not apply:

a. Provisions concerning annual and special adjustments of contract rent.

b. Provisions concerning base rent.

If the renewal term commences on a date other than the first day of a calendar month, or ends on a date other than the last day of a calendar month, contract rent shall be pro-rated.

5. **RENEWAL OF OTHER TERMS**

Except as provided in section 4 of this renewal contract, all terms of the expiring HAP contract are renewed.

6. **MAXIMUM PAYMENT**

Notwithstanding any other provision of the expiring HAP contract or this renewal contract, aggregate payments by the PHA to the owner under this renewal contract shall in no event exceed the amount of budget authority specified in the exhibit of contract information.

(For a HAP contract renewed in stages, aggregate payments for all stages under this renewal contract, shall in no event exceed such amount.)
7. OWNER RESPONSIBILITY

Housing quality standards. The owner warrants that the contract units comply with HUD's Housing Quality Standards, and will so comply at all times during the term of this renewal contract.

Conditions for housing assistance payments. Unless the owner complies with the HAP contract and this renewal contract, the owner does not have a right to receive housing assistance payments.

8. EXCLUSION OF THIRD PARTY RIGHTS

The PHA does not assume any responsibility for injury to, or any liability to, any person injured as a result of the owner's action or failure to act in connection with the implementation of the HAP contract or renewal contract, or as a result of any other action or failure to act by the owner.

The owner is not the agent of the PHA, and the HAP contract or renewal contract does not create or affect any relationship between the PHA and any lender to the owner or any suppliers, employees, contractors or subcontractors used by the owner.

Nothing in the HAP contract or renewal contract shall be construed as creating any right of an assisted family or other third party (other than HUD) to enforce any provision of the HAP contract or renewal contract, or to assert any claim against HUD, the PHA or the owner under the HAP contract or renewal contract.

9. NOTICE

In accordance with Section 8(c)(8)(A) and (B) of the United States Housing Act of 1937, as amended, the owner shall provide, at a minimum, a one year written notice to the PHA and the assisted family to inform the family of the impending HAP contract termination. The term "termination" means the expiration of the HAP contract or an owner's refusal to renew the contract. The notice shall comply with HUD requirements, and other requirements, including any amendments and changes in the law or HUD requirements. If the owner fails to provide this notice in accordance with HUD requirements, HUD may require that the owner permit each assisted family to remain in the unit for the full notice period without increasing the family portion of the rent under the expiring contract.
Signatures:

PUBLIC HOUSING AGENCY

Houston Housing Authority
Print Name of PHA
By: 
Signature: 
Print Name and Title of Signatory:

Date: 

OWNER

2009 Houston Scott Street, LP
Print Name of Owner: 
By: 
Signature:
Print Name and Title of Signatory: Rene Campos, General Partner of the LP
Date: 

Page 4 of 5

Moderate Rehabilitation Program
Renewal of HAP contract: 2001
**CONTRACT INFORMATION**

**Contract Number:** TX24-K005-003-0001

**Project name:** Southlawn Palms Phase I

**Address:** 7006 Scott Street

**City and State:** Houston, TX 77021

**Budget authority amount:** $767,052

**Commencement date:** August 5, 2019

<table>
<thead>
<tr>
<th>Number of Units</th>
<th>Number of Bedrooms</th>
<th>Contract Rent (per month)</th>
</tr>
</thead>
<tbody>
<tr>
<td>40</td>
<td>1</td>
<td>$616</td>
</tr>
<tr>
<td>17</td>
<td>2</td>
<td>$748</td>
</tr>
<tr>
<td>33</td>
<td>3</td>
<td>$805</td>
</tr>
</tbody>
</table>
HCV Moderate Re-habilitation
Rent Computation

Project Name: Southlawn Palms Apts – Phase I
Owner Name: 2009 Houston Scott Street, LP
Address: 7006 Scott St, Houston, TX 77021
Mod-Rehab Project Number: TX24-K005-003-0001
Contract Renewal Date: August 5, 2019 – August 4, 2020

1. Existing Contract Rent adjusted by OCAF

<table>
<thead>
<tr>
<th>Bdrm. Size</th>
<th>Current CR Rent</th>
<th>OCAF 2017</th>
<th>Amount</th>
<th>Rent</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$599</td>
<td>2.9</td>
<td>$17.00</td>
<td>$616</td>
</tr>
<tr>
<td>2</td>
<td>$727</td>
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<td>$21.00</td>
<td>$748</td>
</tr>
<tr>
<td>3</td>
<td>$782</td>
<td>2.9</td>
<td>$23.00</td>
<td>$805</td>
</tr>
</tbody>
</table>

2. Current MRFMR Less Amount for Tenant Paid Utilities

<table>
<thead>
<tr>
<th>Bdrm. Size</th>
<th>Current FMR</th>
<th>X120% CMRFMR</th>
<th>=MR FMR</th>
<th>Minus Tenant Paid Utilities</th>
<th>Rent</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$907</td>
<td>108.84</td>
<td>$1088</td>
<td>$94</td>
<td>$994</td>
</tr>
<tr>
<td>2</td>
<td>$1104</td>
<td>132.48</td>
<td>$1325</td>
<td>$115</td>
<td>$1210</td>
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<tr>
<td>3</td>
<td>$1509</td>
<td>18108</td>
<td>$1811</td>
<td>$135</td>
<td>$1676</td>
</tr>
</tbody>
</table>

3. Comparable Rents:

<table>
<thead>
<tr>
<th>Bdrm. Size</th>
<th>Address</th>
<th>Bdrm. Size</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>8715 Timberside Drive $725</td>
<td>2</td>
<td>3034 Hasbrook Street $700</td>
</tr>
<tr>
<td>1</td>
<td>7315 Southway Drive $500</td>
<td>2</td>
<td>7315 Southway Drive $730</td>
</tr>
<tr>
<td>1</td>
<td>3034 Hasbrook Street $550</td>
<td>2</td>
<td>3200 N MacGregor $995</td>
</tr>
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</table>

4. Comparable Rents:

<table>
<thead>
<tr>
<th>Bdrm. Size</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>1010 S Wayside Drive $1175</td>
</tr>
<tr>
<td>3</td>
<td>3645 Alice St $915</td>
</tr>
<tr>
<td>3</td>
<td>7315 Southway Drive $800</td>
</tr>
</tbody>
</table>

Contract Rent Effective August 5, 2019: 1 bdrm: $616, 2 bdrms: $748, 3 bdrms: $805
<table>
<thead>
<tr>
<th>Utility or Service</th>
<th>Monthly Dollar Allowances</th>
<th>Utility Included</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>0BR</td>
<td>1BR</td>
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<tr>
<td>Heating</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Natural Gas</td>
<td>$7</td>
<td>$8</td>
</tr>
<tr>
<td>b. Bottle Gas</td>
<td>$8</td>
<td>$9</td>
</tr>
<tr>
<td>c. Electric</td>
<td></td>
<td></td>
</tr>
<tr>
<td>d. Coal/Other</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cooking</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Natural Gas</td>
<td>$7</td>
<td>$8</td>
</tr>
<tr>
<td>b. Bottle Gas</td>
<td>$8</td>
<td>$9</td>
</tr>
<tr>
<td>c. Electric</td>
<td></td>
<td></td>
</tr>
<tr>
<td>d. Coal/Other</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Electric - Lighting - Base</td>
<td>$18</td>
<td>$21</td>
</tr>
<tr>
<td>Air Conditioning</td>
<td>$16</td>
<td>$19</td>
</tr>
<tr>
<td>Water Heating</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Natural Gas</td>
<td>$4</td>
<td>$5</td>
</tr>
<tr>
<td>b. Bottle Gas</td>
<td>$16</td>
<td>$19</td>
</tr>
<tr>
<td>c. Electric</td>
<td></td>
<td></td>
</tr>
<tr>
<td>d. Coal/Other</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water</td>
<td>$21</td>
<td>$22</td>
</tr>
<tr>
<td>Sewer</td>
<td>$32</td>
<td>$33</td>
</tr>
<tr>
<td>Trash Collection</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Range/Microwave (if tenant supplies)</td>
<td>$11</td>
<td>$11</td>
</tr>
<tr>
<td>Refrigerator (if tenant supplies)</td>
<td>$12</td>
<td>$12</td>
</tr>
<tr>
<td>Other - Monthly Electric Fee</td>
<td>$16</td>
<td>$16</td>
</tr>
<tr>
<td>Other - Monthly Gas Fee</td>
<td>$16</td>
<td>$16</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$835</td>
<td></td>
</tr>
</tbody>
</table>

Southlawn Palms Apartments - Phase I

1 bdgm=$94
2 bdgm=$115
3 bdgm=$135

Name of Family

Address of Unit

1 bdgm=$94
2 bdgm=$115
3 bdgm=$135

Smaller of bedroom or voucher

3

Previous editions are obsolete

Page 1 of 1

form HUD-52587(12/97)
ref. Handbook 7420.B
Ms. Isabelle Atkinson  
Structure Development  
1301 Chicon Street, Ste. 101  
Austin, Texas 78702  

RE: PRE-APPLICATION DISCLOSURE FOR 20100 SOUTHLAWN AT MILBY, HOUSTON, TEXAS.

Dear Ms. Atkinson:

The Texas Department of Housing and Community Affairs received your January 9, 2020, pre-application disclosure which indicates that the Development Site may be within the minimum distance from a recycling center, high-voltage transmission lines, and a machine shop. Per 10 TAC §11.101(a)(2), ineligible sites include:

(A) Development Sites located within 300 feet of junkyards. For purposes of this paragraph, a junkyard shall be defined as stated in Texas Transportation Code §396.001;  
(D) Development Sites in which any of the buildings or designated recreational areas (including pools) are to be located within 100 feet of the nearest line or structural element of any overhead high voltage transmission line, support structures for high voltage transmission lines, or other similar structures. This does not apply to local service electric lines and poles;  
(F) Development Sites located within 500 feet of heavy industry (i.e. facilities that require extensive use of land and machinery, produce high levels of external noise such as manufacturing plants, or maintains fuel storage facilities (excluding gas stations);

Staff review indicates that PQI Poly Quip, a recycling center to the northwest of the Development Site, does not appear to qualify as a junkyard, and it does not appear that anything that staff would consider “heavy industry” occurs onsite. Similarly, Oil Well Survey Instrument Company operates a machine shop to the southwest of the Development Site, and it does not appear that anything that staff would consider “heavy industry” occurs onsite. Regarding proximity to high voltage transmission lines,
the disclosure included evidence that the City of Houston’s Ordinance #90-635 specifies a setback no greater than the edge of the utility easement, which is a smaller distance than the QAP minimum distance noted.

As a limited staff pre-determination under 10 TAC 11.101(a)(3)(A), based on the information provided so far, staff finds that the proximity of the Development Site to PQI Poly Quip and Oil Well Survey Instrument Company does not trigger ineligibility on the basis of 10 TAC §11.101(a)(2)(A) or (F). Based on the information provided so far, staff finds that the proximity of the Development Site to overhead high voltage transmission lines does not render the Development Site ineligible due to the operation of a local ordinance that specifies the proximity of all buildings to utility easements. This site has not been reviewed for environmental concerns that may be reflected in the Phase I ESA. The site has not been reviewed for the site and neighborhood standards of the HOME program.

Sincerely,

[Signature]

Maym Holloway
Multifamily Finance Director
Development Activities
1. **Common Amenities (ALL Multifamily Applications) [10 TAC §11.101(b)(5)]**

Health Care Facilities

<table>
<thead>
<tr>
<th>Hospitals</th>
<th>Health Centers</th>
<th>Other Health Facilities</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
</tbody>
</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>0</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Square Footage</td>
<td>500</td>
<td>600</td>
<td>800</td>
<td>1,000</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 **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).

   - 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).

   - 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

1. Size and Quality of Units (Competitive HTC Applications only) [10 TAC §11.9(b)(1)]

   - Development is Rehabilitation (excluding Reconstruction), Supportive Housing, or USDA financed; OR meets the minimum size requirements below: (6 points)
     - Points claimed: 6
     - Bedroom Size
       - 0
       - 1
       - 2
       - 3
       - 4
     - Square Footage
       - 550
       - 650
       - 850
       - 1,050
       - 1,250
   - Specific amenities and quality features will be provided in every Unit at no extra charge to the resident; (9 points)
   - Points claimed: 9
   - Development will maintain the points selected and associated with those amenities as outlined in 10 TAC §11.101(b)(6)(B).*

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

   - At least 20 percent of all low-income Units at 30% or less of AMGI* (Direct Loan Points: 0)
   - At least 10 percent of all low-income Units at 30% or less of AMGI or, for a Development located in a Rural Area, 7.5 percent of all low-income Units at 30% or less of AMGI* (Direct Loan Points: 0)
   - At least 5 percent of all low-income Units at 30% or less of AMGI* (Direct Loan Points: 0)
   - In the event of a tie with another application or applications, this percentage of 30% AMGI MFDL units within the Development would be converted to be available to households at 15% AMGI.

   * 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 <40% 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.

3. Subsidy Per Unit (Direct Loan Applications only) [10 TAC §13.6(4)]

   - Direct Loan Request/ Direct Loan or NHTF Units ≤ 60,000 (Direct Loan Points: 0)
   - Direct Loan Request/ Direct Loan or NHTF Units = 60,001 - 80,000 (Direct Loan Points: 0)
   - Direct Loan Request/ Direct Loan or NHTF Units = 80,001 - 100,000 (Direct Loan Points: 0)

   Applicants should confirm any point selections in this section by using the 2020 Direct Loan Unit Calculator Tool on the Apply for Funds page on the TDHCA website: https://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm. Points claimed here will appear on the MFDL Self Score tab.

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

   *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.

   - Application proposes to use the 20-50 or 40-60 election under §42(g)(1)(A) or §42(g)(1)(B) of the Code, respectively.
     - Total Number of Units at 50% or less of AMGI (45 points)
     - Number of 30% Units used to score points under §11.9(c)(2)* (9 points)
     - Number of 30% Units used under §11.4(c)(3)(D) regarding an Increase in Eligible Basis (30% boost) (36 points)
     - Percentage used for calculation of eligible points under §11.9(c)(1) (40.00%)

   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 (16 points) (0 points)
     - Development is NOT Supportive Housing proposed by a Qualified Nonprofit (up to 15 pts) (0 points)

   B. Development proposed in all other areas.
     - Development is Supportive Housing proposed by a Qualified Nonprofit (16 points) (0 points)
     - Development is NOT Supportive Housing proposed by a Qualified Nonprofit (up to 15 pts) (0 points)

   OR (DO NOT COMPLETE BOTH)
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 54% or lower (15 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).

OR

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).
- The Average Income for the proposed Development will be 57% or lower (11 points).

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 proposed 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: 11

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 §11.103(b)(7) and those services will be recorded in the Development’s LURA.
- 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.

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 Units to Persons with Special Housing Needs. The Department will require an initial minimum twelve-month period during which Units must either 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 and USDA setasides 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 local to 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 homelessness 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: 2

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

- Development is requesting Pre-Application Points.

Application is seeking points for Pre-Application Participation. Points Claimed: 6

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

- Development will maintain a 35 year Affordability Period.
- Development will maintain a 40 year Afforability Period.
- Development will maintain a 45 year Affordability Period.

Application is seeking points for Extended Affordability. Points Claimed: 4

2/26/2020
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 status as 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.

<table>
<thead>
<tr>
<th></th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>0</td>
</tr>
</tbody>
</table>

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.

<table>
<thead>
<tr>
<th></th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>0</td>
</tr>
</tbody>
</table>

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.

<table>
<thead>
<tr>
<th></th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1</td>
</tr>
</tbody>
</table>
Existing Development Information
1. **At-Risk Set-Aside (Competitive HTC Applications Only) [§11.5(3)]**

   Qualification: Must meet the requirements of an At-Risk Development in §11.5(3) of the Qualified Allocation Plan. Documentation must be submitted behind this tab showing that the Development meets the requirements of Texas Government Code §2306.6702(a)(5) and §11.5(3) of the 2020 Qualified Allocation Plan.

   **PART A: DOCUMENTATION MUST SHOW THAT THE SUBSIDY OR BENEFIT IS FROM ONE OF THE FOLLOWING APPROVED PROGRAMS (mark all that apply):**

   - Sections 221(d)(3) and (5), National Housing Act (12 U.S.C. Section 1715l)
   - Section 236, National Housing Act (12 U.S.C. Section 1715z-1)
   - Section 202, Housing Act of 1959 (12 U.S.C. Section 1701q)
   - Section 101, Housing and Urban Development Act of 1965 (12 U.S.C. Section 1701s)
   - The Section 8 Additional Assistance Program for housing developments with HUD-Insured and HUD-Held Mortgages administered by the U.S. Department of Housing and Urban Development as specified in 24 CFR Part 886, Subpart A.
   - The Section 8 Housing Assistance Program for the Disposition of HUD-Owned Projects administered by the U.S. Department of Housing and Urban Development as specified by 24 CFR Part 886, Subpart C.
   - Sections 514, 515, and 516, Housing Act of 1949 (42 U.S.C. Sections 1484, 1485 and 1486)
   - Section 42, of the Internal Revenue Code of 1986 (26 U.S.C. Section 42)

   **IN ADDITION, THE DEVELOPMENT IS SUBJECT TO THE FOLLOWING CONDITIONS (mark all that apply):**

   - The stipulation to maintain affordability in the contract granting the subsidy indicated above is nearing expiration (i.e. expiration will occur within two calendar years of July 31. See §11.5(3)(E) and (F) of the QAP.
   - OR
   - The HUD-insured or HUD-held mortgage on the Development is eligible for prepayment or is nearing the end of its term (the term will end within two calendar years of July 31, 2020).

   **PART B: DOCUMENTATION MUST SHOW THAT THE APPLICATION PROPOSES TO REHABILITATE OR RECONSTRUCT HOUSING UNITS THAT:**

   - Are owned by a public housing authority (PHA) or a public facility corporation (PFC) created by a public housing authority under Chapter 303, Local Government Code and receive assistance under Section 9, United States Housing Act of 1937 (42 U.S.C. Section 1437g); OR
   - Received assistance under Section 9, United States Housing Act of 1937 (42 U.S.C. Section 1437g) AND
   - Are proposed to be disposed of or demolished by a PHA or a PFC created by a PHA under Chapter 303, Local Government Code; OR
   - Were disposed of or demolished within the 2 years preceding the application by a PHA or a PFC created by a PHA under Chapter 303, Local Government Code; OR
   - Receive assistance or will receive assistance through the Rental Assistance Demonstration (RAD) program of HUD as specified by the Consolidated and Further Continuing Appropriations Act of 2012 (Pub. L. No. 112-55) and its subsequent amendments, if the application for assistance through RAD is included in the applicable PHA's plan that was most recently approved by HUD as specified by 24 C.F.R. Section 903.23.

   **PART C: THE APPLICATION PROPOSES RELOCATION OF EXISTING UNITS IN AN OTHERWISE QUALIFYING AT-RISK DEVELOPMENT AND DOCUMENTATION MUST SHOW THAT:**

   - The affordability restrictions and any At-Risk eligible subsidies are approved to be transferred with the Units proposed for Rehabilitation or Reconstruction prior to the tax credit Carryover deadline; AND
   - The Application proposes the same number of restricted units; AND EITHER
   - The new Development Site qualifies for points under §11.9(c)(4) related to Opportunity Index; OR
2. Existing Development Assistance

Part A.
The existing Property is expected to have or continue the following benefit: Rental Assistance

Provide a brief description of the restrictions or subsidies the existing Property will have or continue in the space below:

The property has a 90 unit HAP contract and received a TDHCA Staff Determination for eligibility on August 11, 2020. The HAP Contract, Staff Determination, and additional clarifying correspondence from HUD is attached behind Tab 17.

Property has an existing TDHCA LURA

TDHCA LURA Amendment request has been submitted

A copy of the contract or agreement securing the funds identified above is provided behind this form.

The source of funds is: HUD

The annual amount of funds is: $767,052.00

The number of units receiving assistance: 90

The term of the contract or agreement is (date): 8/5/2019

The expiration of the contract or agreement is (date): 8/4/2020

Part B. Acquisition Of Existing Buildings (applicable only to HTC applications with Acquisition credits requested)

Date of the most recent sale or transfer of the building(s):

In the last ten years, did the previous owner perform rehabilitation work greater than 25% of the building’s adjusted basis?

Was the building occupied at any time during the last ten years?

Was the building occupied or suitable for occupancy at the time of purchase?

Will the acquisition meet the requirements of §42(d)(2)(B)(ii) relating to the 10-year placed in service rule?

If “Yes”, provide a copy of a title commitment that the Development meets the requirements of §42(d)(2)(B)(ii) as to the 10 year period.

If “No”, does the property qualify for a waiver under §42(d)(6)?

If “Yes”, provide the waiver and/or other documentation.

How many buildings will be acquired for the Development?
Are all the buildings currently under control by the Development Owner?

If “No”, how many buildings are under control by the Development Owner?

When will the remaining buildings be under control?

<table>
<thead>
<tr>
<th>Identification or address(es) of Building(s) under Owner’s Control</th>
<th>Type of Control (Ownership, Option, Purchase Contract)</th>
<th>Expiration Date</th>
<th># of Units</th>
<th>Acquisition Cost of Building</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>

Provide the information listed below concerning the acquisition of building(s) for the Development:

1. Building(s) acquired or to be acquired from:
   - Related Party
   - Unrelated Party

2. Building(s) acquired or to be acquired with Buyer’s Basis:
   - Determined with reference to Seller’s Basis
   - Not Determined with reference to Seller’s Basis

List below by building address, the date the building was placed in service (PIS), the date the building was or is planned for acquisition, and the number of years between the date the building was placed in service and acquisition. Attach separate sheet(s) with additional information if necessary.

<table>
<thead>
<tr>
<th>Building Address(es)</th>
<th>PIS date of building by most recent owner</th>
<th>Proposed Acquisition date by the Applicant</th>
<th>Years between PIS &amp; Acquisition</th>
</tr>
</thead>
<tbody>
<tr>
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</table>

3. **Lead Based Paint (Direct Loan Applications Only)**: Not applicable, new construction.

Development constructed before January 1, 1978

If yes, check each of the following that applies [24 CFR 35.115]:

- Emergency repairs to the property are being performed to safeguard against imminent danger to human life, health or safety, or to protect the property from further structural damage due to natural disaster, fire or structural collapse. The exemption applies only to repairs necessary to respond to the emergency.

- The property will not be used for human residential habitation. This does not apply to common areas such as hallways and stairways of residential and mixed-use properties.

- Housing “exclusively” for the elderly or persons with disabilities, with the provision that children less than six years of age will not reside in the dwelling unit.

- An inspection performed according to HUD standards found the property contained no lead-based paint.

- According to documented methodologies, lead-based paint has been identified and removed; and the property has achieved clearance.

- The rehabilitation will not disturb any painted surface.

- The property has no bedrooms.

- The property is currently vacant and will remain vacant until demolition.
Occupied Developments
Occupied Developments

Pursuant to §11.204(8)(G) of the QAP, for any Application where any structure on the Development Site is occupied at any time after the beginning of the Application Acceptance Period, even if demolition is proposed, or if a federal subsidy is being transferred from another site and the costs of relocation will be part of the Total Development Costs, the following items must be provided:

- Historical monthly operating statements of the Development for twelve (12) consecutive months ending no more than three (3) months from the first day of the Application Acceptance Period; or
- The two (2) most recent consecutive annual operating statement summaries; or
- The most recent consecutive six (6) months of operating statements and the most recent available annual operating summary; or
- All monthly or annual operating summaries available.

**AND**

- **UPLOAD SEPARATELY FROM THE APPLICATION**, a rent roll not more than six (6) months old as of the first day of the Application Acceptance Period that discloses the terms and rate of the lease, rental rates offered at the date of the rent roll, Unit mix, and any vacant units; and
- A written explanation of the process used to notify and consult with the tenants in preparing the Application; (§2306.6705(6)); and
- If applicable, evidence that the relocation plan has been submitted to the appropriate legal or governmental agency. (§2306.6705(6)); and
- A relocation plan outlining relocation requirements and a budget with an identified funding source that clearly describes relocation process, actions, and costs to the displaced and those not (§2306.6705(6)).

### Uniform Relocation Act (URA) Applicability for Direct Loan Applications

- Application includes a request for Direct Loan funding. If yes, General Information Notice templates and the Voluntary Acquisition Notification can be found here: (if not, skip the remainder of this section)
  
  https://www.tdhca.state.tx.us/program-services/ura/relocation.htm

- Number of housing units (including Manufactured Housing Units) on the site:
  - Owned or controlled by the Seller
  - Rented to another person or entity

- Number of businesses on the site:
  - Owned or controlled by the Seller
  - Rented to another person or entity

- Number of nonprofit organizations on the site:
  - Owned or controlled by the Seller
  - Rented to another person or entity

- Number of farms on the site:
  - Owned or controlled by the Seller
  - Rented to another person or entity

Each of the following items, as applicable, is provided behind this tab:

- Dated General Information Notice(s) given to current occupant(s) (other than owner occupied structures) that have active lease(s) at the time of this Application, including verification of tenant receipt;
- Dated Voluntary Acquisition Notification to Owner; and
- HUD Relocation Brochure issued to tenants that will be displaced (if known).
The New Construction, Rehabilitation (including Adaptive Reuse), or demolition and Reconstruction of the proposed Development must be carried out in accordance with policies and procedures governing implementation of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 ("URA"), as amended, for the Direct Loan Program under the Section 104(d) of the Housing and Community Development Act of 1974 ("Section 104(d)) , and the optional relocation policies adopted pursuant to 24 CFR 92.253(d).

A displaced person, business, farm, or nonprofit is covered under URA, regardless of income, if they are displaced by acquisition, rehabilitation, or demolition.

For Direct Loan Applications: A displaced person is covered under Section 104(d) if they are a low-income person displaced by demolition (including acquisition involving demolition) OR conversion (if market rent of the dwelling did not exceed the fair market rent before conversion).

Check all that apply:

☐ The activity involves demolition of existing occupied structures.
☐ The activity involves conversion of occupied rental property occupied by any tenant.

Applicants for Direct Loan funds that plan to rehabilitate, demolish and/or reconstruct occupied housing units must comply with the Section 104(d). By signing below, the Applicant certifies that they will comply with the Residential Anti-Displacement and Relocation Assistance Plan (RARAP) approved by the Department on June 1, 2012. https://www.tdhca.state.tx.us/program-services/ura/docs/RARAP.pdf

The RARAP, as approved follows the Housing and Community Development Act of 1974, and HUD regulations at 24 CFR §42.325. The Department, through its subgrantees, will offer relocation assistance for lower-income tenants who, in connection with an activity assisted under a Direct Loan move permanently or move personal property from real property as a direct result of the demolition of any dwelling unit or the conversion of a lower-income dwelling unit in accordance with the requirements of 24 CFR §42.350.

The purpose and goals of the RARAP is to:

1. Provide (through its subgrantees) Relocation Assistance
2. Minimize Displacement
3. Ensure a One-for-One Replacement of Lower-Income Dwelling Units

I (we) certify that I (we) have read and understand the Department's approved Residential Anti-Displacement and Relocation Assistance Plan (RARAP), and I (we) will comply will all parts of the plan as they apply to this Application.
There no residential occupants on the Development Site. There are two (2) commercial facilities.

1. 1810 Milby has a commercial tenant with a 60-day notice to vacate requirement. See the attached tenant estoppel certificate.
2. 1900 Milby and 1910 Miller has a commercial tenant on a verbal lease agreement with a 30-day notice requirement to vacate the property.
Tenant Estoppel Certificate

Date: January 30, 2020

Lease: Commencement Date: 12/1/2019

Landlord: Hasna Warehouse LLC
Tenant: Tristar Polybag and Sheeting LLC
Premises: 1810 Milby
Houston, Texas 77003

Addressee: 2020 Southlawn 90, LP and Eureka Holdings Acquisitions, LP, its lender and their successors or assigns.

Tenants certify to Addressee that -

1. Tenants have accepted and are in possession of the Premises.
2. All required improvements have been completed to the satisfaction of Tenants.
3. Neither Landlord nor Tenants are in default in the performance of the Lease.
4. No rent under the Lease has been paid more than thirty days in advance of its due date.
5. Tenants, as of this date, have no claim of offset against the rent.
6. Tenants understand that Addressee is relying on the representations in this certificate.
7. The current monthly base rent is $8,000. The next payment is due on February 1, 2020.
9. Tenant deposited: $8,000.00
10. The Lease is valid, enforceable, and unmodified.
11. **Tenant will vacate the Premises on a sixty (60) day notice from the Landlord**
12. Tenant has declined his option to purchase the property under his right of first refusal.

Tenant: Mohammed Karni

By: [Signature]

Printed Name: MOHAMMED KARANI
February 6, 2020

RE: 1901 Miller Street, Houston TX 77003

To Whom It May Concern:

Pacific Jade Family, LP is the owner of 1901 Miller Street in Houston, Texas. There is no written Lease Agreement with our Commercial Tenant at 1901 Miller Street. The Tenant operates on a Month-to-Month basis and can be terminated on a thirty (30) day notice.

Thank you for your attention to this matter.

Cathy Teng

[Signature]

General Partner of the LP
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 > [v] 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 Photos of building elevations for Rehab and Adaptive Reuse developments not altering the unit configuration.
DRAWINGS
3.188 acres encumbered by LURA after 5 ft right of way dedication at Miller Street. Per RFI #1 5/27/20 JA
GROUND LEVEL SITE PLAN

COMMON AREA BUILDING MATRIX

<table>
<thead>
<tr>
<th>Building Type</th>
<th>1st Floor</th>
<th>2nd Floor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fitness Room</td>
<td>720 GSF</td>
<td>092 NSF</td>
</tr>
<tr>
<td>Management Office</td>
<td>850 GSF</td>
<td>803 NSF</td>
</tr>
<tr>
<td>Theater / Activity Room</td>
<td>1,174 GSF</td>
<td>1,128 NSF</td>
</tr>
<tr>
<td>Community Room</td>
<td>1,082 GSF</td>
<td>1,027 NSF</td>
</tr>
<tr>
<td><strong>TOTALS</strong></td>
<td><strong>3,841 GSF</strong></td>
<td><strong>3,850 NSF</strong></td>
</tr>
</tbody>
</table>

FLOOD ZONE INFORMATION

The site is located within the "A" flood zone area determined to be outside the 0.2% annual chance floodplain (500-year floodplain). The site is located outside of the 100-year and 500-year floodplains.

PARKING MATRIX

- Accessible Parking Spaces: 8
- Standard Parking Spaces: 104
- **TOTAL PARKING SPACES**: 112

NOTE:

- The City of Houston adopted a ‘Market-Based Parking’ ordinance for the EaDo neighborhood, which includes this Development Site on July 17, 2019.
- The ordinance stipulates that developments within the ordinance’s designated boundaries are exempt from regular parking regulations and may provide parking based on market need, which is 112 parking spaces.
GROUND LEVEL SITE PLAN

COMMON AREA BUILDING MATRIX

<table>
<thead>
<tr>
<th>Building Type</th>
<th>GSF</th>
<th>NSF</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fitness Room</td>
<td>736</td>
<td>092</td>
</tr>
<tr>
<td>Management Office</td>
<td>850</td>
<td>803</td>
</tr>
<tr>
<td>Theater / Activity Room</td>
<td>1,174</td>
<td>1,128</td>
</tr>
<tr>
<td>Community Room</td>
<td>1,082</td>
<td>1,027</td>
</tr>
<tr>
<td><strong>TOTALS</strong></td>
<td>3,641</td>
<td>3,650</td>
</tr>
</tbody>
</table>

For accessible route and van spaces.

FLOOD ZONE INFORMATION

The site is located in unregulated zone "A" which are areas determined to be outside the 0.2% annual chance floodplain (500-year floodplain). The site is located outside of the 100-year and 50-year floodplains.

PARKING MATRIX

<table>
<thead>
<tr>
<th>Type</th>
<th>数量</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accessible Parking Spaces</td>
<td>8</td>
</tr>
<tr>
<td>Standard Parking Spaces</td>
<td>104</td>
</tr>
<tr>
<td><strong>TOTAL PARKING SPACES</strong></td>
<td>112</td>
</tr>
</tbody>
</table>

NOTE:

The City of Houston adopted a 'Market-Based Parking' ordinance for the EaDo neighborhood, which includes this Development Site on July 17, 2019. The ordinance stipulates that developments within the ordinance's designated boundaries are exempt from regular parking regulations and may provide parking based on market need, which is 112 parking spaces.

Accessible Route
March 25, 2020

Ms. Elizabeth Henderson  
Program Specialist, Multifamily Finance  
Texas Department of Housing and Community Affairs  
221 East 11th Street  
Austin, TX 78701

Via: elizabeth.henderson@tdhca.state.tx.us

Re: Southlawn at Milby, Houston Application #20100

Dear Ms. Henderson:

This response pertains to your questions yesterday regarding the Southlawn at Milby design. The architecture consists of 2 separate elevator served podiums with ground floor parking and amenity space topped by 58 residential pods. There are 7 unique pod types from 1 to 3 story. The south podium has a mix of 26 pods and the north has a mix of 32 pods. To facilitate your review, I have attached a modified tab 23 that portrays each pod as a building type. Furthermore, the graphic below illustrates the design concept for each of the 7 pod types including the unit(s) and its stories for each pod.

Please let me know if you have any further questions or require further documentation. I can be reached at (512) 473-2527 or sallie@structuretexas.com. Thank you for your consideration.

Sincerely,

Sallie Burchett  
Consultant to the Project
LEVEL 3 FLOOR PLAN

UNIT TYPE A - 1 BEDROOM
- A1: 35 units, 741 GSF, 650 NSF
- A1 HVI: 1 unit, 741 GSF, 650 NSF
- A2: 2 units, 919 GSF, 790 NSF
- A3 ADA: 2 units, 741 GSF, 650 NSF

TOTAL UNITS: 40

UNIT TYPE B - 2 BEDROOM
- B1: 7 units, 1,230 GSF, 1,052 NSF
- B1 HVI: 1 unit, 1,230 GSF, 1,052 NSF
- B2: 8 units, 1,316 GSF, 1,118 NSF
- B3 ADA: 1 unit, 1,000 GSF, 801 NSF

TOTAL UNITS: 17

UNIT TYPE C - 3 BEDROOM
- C1: 7 units, 1,323 GSF, 1,261 NSF
- C1 HVI: 1 unit, 1,323 GSF, 1,261 NSF
- C2: 38 units, 1,749 GSF, 1,494 NSF
- C3 ADA: 3 units, 1,402 GSF, 1,209 NSF
- C4: 4 units, 1,749 GSF, 1,494 NSF

TOTAL UNITS: 53

NOTE:
ADA = Accessible Mobility Impaired Units
HVI = Hearing / Visually Impaired Units
LEVEL 3 FLOOR PLAN

UNIT TYPE A - 1 BEDROOM
- A1 35 741 GSF 650 NSF
- A1 HVI 1 741 GSF 650 NSF
- A2 2 919 GSF 760 NSF
- A3 ADA 2 741 GSF 650 NSF
TOTAL UNITS 40

UNIT TYPE B - 2 BEDROOM
- B1 7 1,230 GSF 1,052 NSF
- B1 HVI 1 1,230 GSF 1,052 NSF
- B2 8 1,316 GSF 1,116 NSF
- B3 ADA 1 1,080 GSF 951 NSF
TOTAL UNITS 17

UNIT TYPE C - 3 BEDROOM
- C1 7 1,323 GSF 1,261 NSF
- C1 HVI 1 1,323 GSF 1,261 NSF
- C2 38 1,749 GSF 1,494 NSF
- C3 ADA 3 1,492 GSF 1,299 NSF
- C4 4 1,749 GSF 1,494 NSF
TOTAL UNITS 53

COMMON AREA MATRIX - THIRD FLOOR
0 GSF of common area space

NOTE:
- ADA = Accessible Mobility Impaired Units
- HVI = Hearing / Visually Impaired Units

- First floor of a two-story unit
- Second floor of a two-story unit
LEVEL 4 FLOOR PLAN

UNIT TYPE A - 1 BEDROOM

- A1: 35 units, 741 GSF, 650 NSF
- A1 HVI: 1 unit, 741 GSF, 650 NSF
- A2: 2 units, 919 GSF, 790 NSF
- A3 ADA: 2 units, 741 GSF, 650 NSF

TOTAL UNITS: 40

UNIT TYPE B - 2 BEDROOM

- B1: 7 units, 1,230 GSF, 1,052 NSF
- B1 HVI: 1 unit, 1,230 GSF, 1,052 NSF
- B2: 8 units, 1,316 GSF, 1,118 NSF
- B3 ADA: 1 unit, 1,080 GSF, 951 NSF

TOTAL UNITS: 17

UNIT TYPE C - 3 BEDROOM

- C1: 7 units, 1,323 GSF
- C1 HVI: 1 unit, 1,323 GSF
- C2: 3 units, 1,749 GSF
- C3 ADA: 3 units, 1,482 GSF
- C4: 4 units, 1,749 GSF

TOTAL UNITS: 53

COMMON AREA MATRIX - FOURTH FLOOR

0 GSF of common area space

NOTE:
- ADA = Accessible Mobility Impaired Units
- HVI = Hearing / Visually Impaired Units

First floor of a two-story unit
- Second floor of a two-story unit
BUILDING ELEVATIONS
NOTE:
Flat roofs at living units and common area buildings.
Exterior cladding material to be 100% uniform.
Cladding material to be determined.
NOTE:
Flat roofs at living units and common area buildings.
Exterior cladding material to be 100% uniform.
Cladding material to be determined.
NOTE:
Flat roofs at living units and common area buildings.
Exterior cladding material to be 100% uniform.
Cladding material to be determined.
NOTE:
Flat roofs at living units and common area buildings.
Exterior cladding materials to be 100% wood siding.
NOTE:
Flat roofs at living units and common area buildings.
Exterior cladding materials to be 100% wood siding.
NOTE:
Flat roofs at living units and common area buildings.
Exterior cladding materials to be 100% wood siding.
NOTE:
Flat roofs at living units and common area buildings.
Exterior cladding materials to be 100% wood siding.
COMMON AREA PLANS
COMMON AREA PLANS

Community Room
1,082 SF Gross
1,027 SF Net

Fitness Room
735 SF Gross
692 SF Net
COMMON AREA PLANS
Management Office
850 SF Gross
903 SF Net
COMMON AREA PLANS
Theater / Activity Room
1,74 SF Gross
1,128 SF Net

THEATER / ACTIVITY ROOM

SCALE
1/8" = 1'-0"
UNIT LAYOUTS
UNIT LAYOUTS

Unit A1 (One Bedroom)

741 SF Gross
650 SF Net

Unit Features
1. Microwave oven
2. Self-cleaning oven
3. Built-in shelving unit
4. 48" upper kitchen cabinets
5. Kitchen island
6. Washer / dryer unit

SCALE
1/8" = 1'-0"
UNIT LAYOUTS

Unit C2 (Three Bedroom)

1,749 SF Gross
1,494 SF Net

*Unit access from level below

Unit Features

1. Microwave oven
2. Self-cleaning oven
3. Built-in shelving unit
4. 48" upper kitchen cabinets
5. Kitchen island
6. Washer / dryer unit

SCALE
1/8" = 1'-0"
UNIT LAYOUTS

Unit A1 HVI (One Bedroom Hearing & Visually Impaired Unit)

741 SF Gross
650 SF Net

Unit Features
1. Microwave oven
2. Self-cleaning oven
3. Built-in shelving unit
4. 48" upper kitchen cabinets
5. Kitchen island
6. Washer / dryer unit

SCALE
1/8" = 1'-0"
UNIT LAYOUTS

Unit A3 ADA (One Bedroom Accessible Mobility Impaired Unit)

741 SF Gross
650 SF Net

Unit Features
1. Microwave oven
2. Self-cleaning oven
3. Built-in shelving unit
4. 48" upper kitchen cabinets
5. Kitchen island
6. Washer / dryer unit

SCALE
1/8" = 1'-0"
UNIT LAYOUTS
Unit B1 (Two Bedroom)
1,230 SF Gross
1,052 SF Net

Unit Features
1. Microwave oven
2. Self-cleaning oven
3. Built-in shelving unit
4. 4B" upper kitchen cabinets
5. Kitchen island
6. Washer / dryer unit

SCALE
1/8" = 1'-0"
UNIT LAYOUTS

Unit B2 (Two Bedroom)

1,316 SF Gross
1,118 SF Net

*Unit access from level below

Unit Features
1. Microwave oven
2. Self-cleaning oven
3. Built-in shelving unit
4. 48” upper kitchen cabinets
5. Kitchen island
6. Washer / dryer unit

LEVEL 2

LEVEL 3

SCALE
1/8” = 1'-0”
UNIT LAYOUTS
Unit B1 HVI (Two Bedroom Hearing & Visually Impaired Unit)

1,230 SF Gross
1,052 SF Net

Unit Features
1. Microwave oven
2. Self-cleaning oven
3. Built-in shelving unit
4. 48” upper kitchen cabinets
5. Kitchen island
6. Washer / dryer unit

LEVEL 1

LEVEL 2

SCALE
1/8” = 1'-0”
UNIT LAYOUTS

Unit B3 ADA (Two Bedroom Accessible Mobility Impaired Unit)

1,080 SF Gross
951 SF Net

Unit Features
1. Microwave oven
2. Self-cleaning oven
3. Built-in shelving unit
4. 48” upper kitchen cabinets
5. Kitchen island
6. Washer / dryer unit

SCALE
1/8” = 1'-0”
UNIT LAYOUTS

Unit C1 (Three Bedroom)
1,323 SF Gross
1,261 SF Net

Unit Features
1. Microwave oven
2. Self-cleaning oven
3. Built-in shelving unit
4. 48” upper kitchen cabinets
5. Kitchen island
6. Washer / dryer unit

LEVEL 1

LEVEL 2

SCALE
1/8” = 1'-0”
UNIT LAYOUTS

✓ Unit C1 HVI (Three Bedroom Hearing & Visually Impaired Unit)

1,323 SF Gross
1,261 SF Net

Unit Features

1. Microwave oven
2. Self-cleaning oven
3. Built-in shelving unit
4. 48” upper kitchen cabinets
5. Kitchen island
6. Washer / dryer unit

LEVEL 1

LEVEL 2

SCALE

1/8” = 1'-0"
UNIT LAYOUTS

Unit C3 ADA (Three Bedroom Accessible Mobility Impaired Unit)

1,482 SF Gross
1,299 SF Net

Unit Features
1. Microwave oven
2. Self-cleaning oven
3. Built-in shelving unit
4. 48" upper kitchen cabinets
5. Kitchen island
6. Washer / dryer unit

LEVEL 1
UNIT LAYOUTS

Unit A2 (One Bedroom)

919 SF Gross
790 SF Net

*Unit access from level below

Unit Features
1. Microwave oven
2. Self-cleaning oven
3. Built-in shelving unit
4. 48" upper kitchen cabinets
5. Kitchen island
6. Washer / dryer unit

SCALE
1/8" = 1'-0"
UNIT LAYOUTS

Unit C4 (Three Bedroom)

1,749 SF Gross
1,494 SF Net

*Unit access from level below

Unit Features

1. Microwave oven
2. Self-cleaning oven
3. Built-in shelving unit
4. 48" upper kitchen cabinets
5. Kitchen island
6. Washer / dryer unit

SCALE

1/8" = 1'-0"
Specifications and Building/Unit Type Configuration
### SPECIFICATIONS AND BUILDING/UNIT TYPE CONFIGURATION

Unit types should be entered from smallest to largest 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-checking columns T through AF.

<table>
<thead>
<tr>
<th>Specifications and Amenities (check all that apply)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Building Configuration (Check all that apply):</td>
</tr>
<tr>
<td>■ Single Family Construction</td>
</tr>
<tr>
<td>■ R0</td>
</tr>
<tr>
<td>■ Transitional (per $420(<a href="B">1</a>)</td>
</tr>
<tr>
<td>■ Duplex</td>
</tr>
<tr>
<td>■ M1</td>
</tr>
<tr>
<td>■ Fourplex</td>
</tr>
<tr>
<td>■ N1</td>
</tr>
<tr>
<td>■ &gt; 4 Units Per Building</td>
</tr>
<tr>
<td>■ Townhome</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Development Will have:</th>
</tr>
</thead>
<tbody>
<tr>
<td>■ Free Sprinklers</td>
</tr>
<tr>
<td>■ Fire Sprinklers</td>
</tr>
<tr>
<td>■ Elevators</td>
</tr>
<tr>
<td>■ # of Elevators</td>
</tr>
<tr>
<td>■ 3500 Wt. Capacity</td>
</tr>
</tbody>
</table>

<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>■ Detached Garage Spaces</td>
</tr>
<tr>
<td>■ Attached Garage Spaces</td>
</tr>
<tr>
<td>■ Uncovered Spaces</td>
</tr>
<tr>
<td>■ Structured Parking Garage Spaces</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Floor Composition/Wall Height:</th>
</tr>
</thead>
<tbody>
<tr>
<td>■ 60% Carpet/Vinyl/Resilient Flooring</td>
</tr>
<tr>
<td>■ Ceiling Height</td>
</tr>
<tr>
<td>■ 90% Ceramic Tile</td>
</tr>
<tr>
<td>■ Upper Floor(s) Ceiling (Townhome Only)</td>
</tr>
<tr>
<td>■ Other</td>
</tr>
<tr>
<td>Description:</td>
</tr>
</tbody>
</table>

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

### Building Label

<table>
<thead>
<tr>
<th>Unit Type</th>
<th>Number of Buildings</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of Stories</td>
<td>Number of Units Per Building</td>
</tr>
<tr>
<td>1 1</td>
<td>19 19</td>
</tr>
<tr>
<td>2 1</td>
<td>790 0</td>
</tr>
<tr>
<td>3 2</td>
<td>3 2</td>
</tr>
<tr>
<td>4 3</td>
<td>951 1</td>
</tr>
<tr>
<td>5 4</td>
<td>1,261 8</td>
</tr>
<tr>
<td>6 5</td>
<td>1,494 21 21</td>
</tr>
<tr>
<td>7 6</td>
<td>1,199 7 7</td>
</tr>
<tr>
<td>8 7</td>
<td>1,261 8 8</td>
</tr>
<tr>
<td>9 8</td>
<td>1,494 21 21</td>
</tr>
<tr>
<td>10 9</td>
<td>1,199 7 7</td>
</tr>
</tbody>
</table>

### Totals

<table>
<thead>
<tr>
<th>Total # of Units</th>
<th>Total Sq. Ft. for Unit Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>61</td>
<td>121,324</td>
</tr>
</tbody>
</table>

If a revised form is submitted by date of submission:

<table>
<thead>
<tr>
<th>Net Rentable Square Footage from Rent Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>121,324</td>
</tr>
</tbody>
</table>

### Information below to be used by Supportive Housing Applicants only.

<table>
<thead>
<tr>
<th>Total development Common Area as specified on Architect Certification:</th>
</tr>
</thead>
<tbody>
<tr>
<td>-</td>
</tr>
</tbody>
</table>

**Ensure that this number matches your architectural drawings.**

<table>
<thead>
<tr>
<th>The additional square footage allowed for Supportive Housing per 11.9(e)(2) is:</th>
</tr>
</thead>
<tbody>
<tr>
<td>-</td>
</tr>
</tbody>
</table>

The lesser of these two numbers added to NRA:

<table>
<thead>
<tr>
<th>Use this number to figure points under 11.9(e)(2)</th>
</tr>
</thead>
<tbody>
<tr>
<td>121,324</td>
</tr>
</tbody>
</table>

2/26/2020
## 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 unit 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)

- [ ] Single Family Construction
- [ ] SRO
- [ ] Transitional (per §42)(i)(3)(B))
- [ ] Duplex
- [ ] Pop-Up (per §42)(i)(3)(B))
- [ ] FOX
- [ ] Other

### Development will have:

- [ ] Free Sprinklers
- [ ] Elevators
- [ ] Free Paid
- [ ] Paid

### Number of Parking Spaces (consistent with Architectural Drawings):

- [ ] Shed or Flat Roof Carport Spaces
- [ ] Detached Garages
- [ ] Attached Garages
- [ ] Uncovered Spaces
- [ ] Structured Parking Garage Spaces

### Floor Composition/Wall Height:

- [ ] % Carpet/Vinyl/Resilient Flooring
- [ ] % Ceramic Tile
- [ ] % Upper Floor(s) Ceiling Height (Townhome Only)
- [ ] % Other

### Architectural Drawings (check all that apply):

- [ ]神话
- [ ] Reality (Check only)
- [ ] X

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

- [ ] Net Rentaal Square Footage from Rent Schedule

### Common Area Square Footage (as specified on Architect Certification):

- [ ] Total Development Common Area as specified on Architect Certification:

### Information below to be used by Supportive Housing Applicants only.

- [ ] Total Development Common Area as specified on Architect Certification:

\[
\text{Note that in order to qualify for points under 50}\ TAC\ §31.9(e)(2), \text{at least 50 square feet of each 75 square of Common Area claimed must be conditioned space.}
\]

### The lesser of these two numbers added to NRA:

- [ ] Use this number to figure points under 11.9(e)(2)
## SPECIFICATIONS AND BUILDING/UNIT TYPE CONFIGURATION

Unit types should be selected 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 unit 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)

- Building Configuration (Check all that apply):
  - Single Family Construction
  - SRO
  - Transitional (per §42(1)(E))
  - Duplex
  - Scattered Site
  - Fourplex
  - >4 Units Per Building
  - Townhome

- Development will have:
  - Fire Sprinklers
  - Elevators

- Number of Parking
- Free Sprinklers
- Detached Garages
- Attached Garage Spaces
- Uncovered Spaces
- Structured Parking Garage Spaces

- Architectural Drawings:
  - Shed or Flat Roof Carport Spaces
  - Detached Garages

- Number of Stories
- Ceiling Height
- % Ceramic Tile
- Upper Floor(s) Ceiling Height (Townhome Only)

### Floor Composition/Wall Height
- % Carpet/Vinyl/Resilient Flooring
- 9
- % Other
- Describe:

You are not required to distinguish the HC or AV Units from other units that are the same size/floor plan.

### Building Information

<table>
<thead>
<tr>
<th>Building Label</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
<th>Total # of Residential Buildings</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of Units Per Building</td>
<td>36</td>
<td>8</td>
<td>2</td>
<td>1</td>
<td>8</td>
<td>2</td>
<td>1</td>
<td>58</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Unit Type</th>
<th># of Bedrooms</th>
<th># of Baths</th>
<th>Sq. Ft. Per Unit</th>
<th>Number of Units Per Building</th>
<th>Total # of Units</th>
<th>Total Sq. Ft for Unit Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>A1</td>
<td>1</td>
<td>1</td>
<td>660</td>
<td>1</td>
<td>1</td>
<td>23,400</td>
</tr>
<tr>
<td>A3</td>
<td>1</td>
<td>1</td>
<td>650</td>
<td>2</td>
<td>1</td>
<td>3,100</td>
</tr>
<tr>
<td>A2</td>
<td>1</td>
<td>1</td>
<td>790</td>
<td>2</td>
<td>0</td>
<td>1,580</td>
</tr>
<tr>
<td>B1</td>
<td>2</td>
<td>2</td>
<td>1,052</td>
<td>8</td>
<td>0</td>
<td>8,416</td>
</tr>
<tr>
<td>B2</td>
<td>2</td>
<td>2</td>
<td>1,118</td>
<td>8</td>
<td>0</td>
<td>8,944</td>
</tr>
<tr>
<td>B3</td>
<td>2</td>
<td>2</td>
<td>951</td>
<td>8</td>
<td>0</td>
<td>951</td>
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<tr>
<td>C1</td>
<td>3</td>
<td>3</td>
<td>1,261</td>
<td>8</td>
<td>0</td>
<td>10,088</td>
</tr>
<tr>
<td>C2</td>
<td>3</td>
<td>3</td>
<td>1,494</td>
<td>8</td>
<td>0</td>
<td>16,772</td>
</tr>
<tr>
<td>C4</td>
<td>3</td>
<td>3</td>
<td>1,494</td>
<td>8</td>
<td>0</td>
<td>15,976</td>
</tr>
<tr>
<td>C5</td>
<td>3</td>
<td>3</td>
<td>1,298</td>
<td>8</td>
<td>0</td>
<td>3,897</td>
</tr>
</tbody>
</table>

### Additional Information

- Net Rentable Square Footage from Rent Schedule: 121,324
- Common Area Square Footage (as specified on Architect Certification): 121,324

### Supportive Housing Applicants only

- Total development Common Area as specified on Architect Certification: -
- 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): 121,324
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>110</td>
<td>5%</td>
<td>5.5</td>
<td>6</td>
<td>6</td>
</tr>
<tr>
<td>A1</td>
<td>40</td>
<td>5%</td>
<td>2</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>B1</td>
<td>17</td>
<td>5%</td>
<td>0.85</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>C1</td>
<td>53</td>
<td>5%</td>
<td>2.65</td>
<td>2.65</td>
<td>3</td>
</tr>
<tr>
<td></td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td></td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td></td>
<td>110</td>
<td>5.5</td>
<td>5.65</td>
<td>6</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: |
|----------|-------------|------------|------------------|----------------|----------------|
| Unit Description | Total Units | Required % | Calculated Units | Units Required | Units Proposed |
| 1/1 (874sqft & 806) | 28 | 5% | 1.4 | 1.4 | 1 |
| 2/2 (950 sqft & 100) | 36 | 5% | 1.8 | 1.8 | 2 |
| 3/2 (1120 sqft & 11) | 4 | 5% | 0.2 | 1 | 1 |
| D | 5% | 0 | 0 | 0 |
| E | 5% | 0 | 0 | 0 |
| | 68 | 3.4 | 4.2 | 4 |

*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

02.24.20

Date

Victor F. Trahan, III, FAIA

Printed Name

Trahan Architects, APAC

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>110</td>
<td>2%</td>
<td>2.2</td>
<td>3</td>
<td>3</td>
</tr>
<tr>
<td>A1</td>
<td>40</td>
<td>2%</td>
<td>0.8</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>B1</td>
<td>17</td>
<td>2%</td>
<td>0.34</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>C1</td>
<td>53</td>
<td>2%</td>
<td>1.06</td>
<td>1.06</td>
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<tr>
<td></td>
<td></td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
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<td></td>
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<td>2%</td>
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<tr>
<td></td>
<td>110</td>
<td>2%</td>
<td>2.2</td>
<td>3.06</td>
<td>3</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>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>2/2</td>
<td>36</td>
<td>2%</td>
<td>0.72</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>3/3</td>
<td>4</td>
<td>2%</td>
<td>0.08</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>D</td>
<td></td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>E</td>
<td></td>
<td>2%</td>
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<tr>
<td></td>
<td>68</td>
<td>2%</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 B. 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: ___________________________  Victor F. Trahan, III, FAIA  
Signature  Printed Name  
02.24.20  Trahan Architects, APAC  
Date  Firm Name (If applicable)
23c 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 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.), 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 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:  

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### Accessible Parking Calculation

**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 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:  

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### 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: Office, etc.:</th>
<th>Identification of amenity, or amenities of a group, that the APS serves</th>
<th>APSs:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Main Office</td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>Amenity 1:</td>
<td>Theater, Community, and Fitness Rooms</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

---

2/25/2020
### Accessible Parking for Residential Units

Enter the information indicated below.

**Total dwelling Units in the Development:** 110

**Total surface parking spaces (including non-residential):** 112

**Total carports (including non-residential):** 0

**Total garages (including non-residential):** 0

<table>
<thead>
<tr>
<th>Total parking spaces of all types:</th>
<th>Calculated from above: 112</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total APSs that serve non-residential purposes (i.e. office, amenities, etc.):</td>
<td>Calculated on prior page: 2</td>
</tr>
<tr>
<td>Total of all types of parking spaces that serve dwelling units:</td>
<td>Calculated from above: 110</td>
</tr>
<tr>
<td>APSs for mobility accessible units (5% of unit count, if spaces are sufficient):</td>
<td>Calculated from above: 6</td>
</tr>
<tr>
<td>Parking spaces that serve dwelling units in excess of one per unit (if applicable):</td>
<td>Calculated from above: 0</td>
</tr>
<tr>
<td>APSs required in excess of one per mobility accessible unit:</td>
<td>Calculated from above: 0</td>
</tr>
</tbody>
</table>

**Total APSs required (including dwelling units and facilities/amenities):** 8

#### 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: | 8 |
| 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: 2 |
| Minimum number of surface parking spaces that must be van APSs: | Calculated from above: 2 |
| 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**

Victor F. Trahan, III, FAIA

**Date:** 02.24.20

**Printed Name**

Victor F. Trahan, III, FAIA

**Firm Name (if applicable)**

Trahan Architects, APAC

**Printed Name**

2/25/2020
Rent Schedule
### Rent Schedule

#### Rent Designations (select from Drop down menu)

<table>
<thead>
<tr>
<th>HTC Units</th>
<th>MFDL - HOME Units</th>
<th>MFDL - NHTF Units</th>
<th>TDHCA MRB Units</th>
<th>Other/ Subsidy Units</th>
<th># of Units</th>
<th># of Bedrooms</th>
<th># of Baths</th>
<th>Unit Size (Net Rentable Sq. Ft.)</th>
<th>Total Net Rentable Sq. Ft</th>
<th>Program Rent Limit</th>
<th>Tenant Paid Utility Allow.</th>
<th>Rent Collected /Unit</th>
<th>Total Monthly Rent</th>
</tr>
</thead>
<tbody>
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<td></td>
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#### RENT LIMITS

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<tr>
<td>60</td>
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TOTAL: 110

110

121,324

178,130

Non Rental Income $20.00 per unit/month for: Late Fees, Pet Deposits 2,200

+ TOTAL NONRENTAL INCOME $20.00 per unit/month 2,200

= POTENTIAL GROSS MONTHLY INCOME 180,330

- Provision for Vacancy & Collection Loss % of Potential Gross Income: 7.50% (13,525)

- Rental Concessions (enter as a negative number) Enter as a negative value

- EFFECTIVE GROSS MONTHLY INCOME 166,805

x 12 = EFFECTIVE GROSS ANNUAL INCOME 2,001,663

If a revised form is submitted, date of submission: 2/26/2020
### Rent Schedule (Continued)

#### HOUSING

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<tr>
<th>% of LI</th>
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<th>TC20%</th>
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#### TAX CREDITS

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#### DIRECT LOAN (NHTF)

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<table>
<thead>
<tr>
<th>% of LI</th>
<th>% of Total</th>
<th>OTHER</th>
<th>Total OT Units</th>
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</thead>
<tbody>
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#### BEDROOMS

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#### MORTGAGE REVENUE

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<th>% of Total</th>
<th>MRB20%</th>
<th>MRB30%</th>
<th>MRB40%</th>
<th>MRB50%</th>
<th>MRB60%</th>
<th>MRB70%</th>
<th>MRB80%</th>
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<table>
<thead>
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<th>% of Total</th>
<th>MRB Total</th>
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<td>0</td>
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#### BOND

<table>
<thead>
<tr>
<th>% of LI</th>
<th>% of Total</th>
<th>MRB Total</th>
</tr>
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<tbody>
<tr>
<td>0</td>
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#### DIRECT LOAN (HOME, TCAP RF, and/or NSP1 PI)

<table>
<thead>
<tr>
<th>% of LI</th>
<th>% of Total</th>
<th>Direct Loan Li Total</th>
<th>EO</th>
<th>MR</th>
<th>MR Total</th>
<th>Direct Loan Total</th>
</tr>
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<tbody>
<tr>
<td>30%</td>
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</table>

<table>
<thead>
<tr>
<th>% of LI</th>
<th>% of Total</th>
<th>Direct Loan Total</th>
</tr>
</thead>
<tbody>
<tr>
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#### OTHER

<table>
<thead>
<tr>
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<th>Total OT Units</th>
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</table>

#### ACQUISITION + HARD

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<thead>
<tr>
<th>Cost Per Sq. Ft</th>
<th>130.95</th>
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#### HARD

<table>
<thead>
<tr>
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#### BUILDING

<table>
<thead>
<tr>
<th>Cost Per Sq. Ft</th>
<th>134.16</th>
</tr>
</thead>
</table>

**DO NOT USE THIS CALCULATION TO SCORE POINTS UNDER 11.9(e)(2). 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.**

2/26/2020
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>$10</td>
<td>$12</td>
<td>$14</td>
<td></td>
<td></td>
<td></td>
<td>Houston PHA 12/1/19</td>
</tr>
<tr>
<td>Cooking</td>
<td>Tenant</td>
<td>$6</td>
<td>$9</td>
<td>$12</td>
<td></td>
<td></td>
<td></td>
<td>Houston PHA 12/1/19</td>
</tr>
<tr>
<td>Other Electric</td>
<td>Tenant</td>
<td>$24</td>
<td>$33</td>
<td>$42</td>
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<td>Houston PHA 12/1/19</td>
</tr>
<tr>
<td>Air Conditioning</td>
<td>Tenant</td>
<td>$21</td>
<td>$30</td>
<td>$38</td>
<td></td>
<td></td>
<td></td>
<td>Houston PHA 12/1/19</td>
</tr>
<tr>
<td>Water Heater</td>
<td>Tenant</td>
<td>$14</td>
<td>$18</td>
<td>$22</td>
<td></td>
<td></td>
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<td>Houston PHA 12/1/19</td>
</tr>
<tr>
<td>Water</td>
<td>Tenant</td>
<td>$22</td>
<td>$29</td>
<td>$36</td>
<td></td>
<td></td>
<td></td>
<td>Houston PHA 12/1/19</td>
</tr>
<tr>
<td>Sewer</td>
<td>Tenant</td>
<td>$34</td>
<td>$44</td>
<td>$54</td>
<td></td>
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<td>Houston PHA 12/1/19</td>
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<tr>
<td>Trash</td>
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<td>Houston PHA 12/1/19</td>
</tr>
<tr>
<td>Other</td>
<td>Tenant</td>
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<tr>
<td>Total Paid by Tenant</td>
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<td>$147.0</td>
<td>$191.0</td>
<td>$234.0</td>
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<td>Houston PHA 12/1/19</td>
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</tbody>
</table>

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

---

Other (Describe)

Please note, this development has a HAP contract. However, the new development will provide a different utility therefore we are not using the HAP contract UAs because they would be inaccurate for the project as proposed.
### Utility or Service Monthly Dollar Allowances

<table>
<thead>
<tr>
<th>Utility or Service</th>
<th>0BR</th>
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<th>2BR</th>
<th>3BR</th>
<th>4BR</th>
<th>5BR</th>
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<th>8BR</th>
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<tr>
<td><strong>Heating</strong></td>
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<td></td>
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</tr>
<tr>
<td>a. Natural Gas</td>
<td>$7</td>
<td>$8</td>
<td>$9</td>
<td>$9</td>
<td>$11</td>
<td>$11</td>
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<td>$13</td>
</tr>
<tr>
<td>b. Bottle Gas</td>
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<td></td>
<td></td>
<td></td>
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<td></td>
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<td></td>
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</tr>
<tr>
<td>c. Electric</td>
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<td>$14</td>
<td>$16</td>
<td>$18</td>
<td>$20</td>
<td>$21</td>
<td>$22</td>
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<tr>
<td>d. Coal/Other</td>
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<td></td>
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<tr>
<td><strong>Cooking</strong></td>
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<tr>
<td>c. Electric</td>
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<td>$15</td>
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<td>d. Coal/Other</td>
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<tr>
<td><strong>Water</strong></td>
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<tr>
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<td>$44</td>
<td>$54</td>
<td>$63</td>
<td>$73</td>
<td>$79</td>
<td>$86</td>
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<tr>
<td><strong>Trash Collection</strong></td>
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<tr>
<td>Range/Microwave</td>
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</tr>
<tr>
<td>Water Heating</td>
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<td>$22</td>
<td>$29</td>
<td>$36</td>
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<td>$49</td>
<td>$53</td>
<td>$58</td>
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<tr>
<td>Sewer</td>
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<td>$34</td>
<td>$44</td>
<td>$54</td>
<td>$63</td>
<td>$73</td>
<td>$79</td>
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<tr>
<td><strong>Name of Family</strong></td>
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<tr>
<td><strong>Address of Unit</strong></td>
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<tr>
<td><strong>Smaller of bedroom or voucher</strong></td>
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<td></td>
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</tr>
<tr>
<td><strong>Actual Family Allowances</strong> To be used by the family to compute allowance. Complete Below for the actual unit rented.</td>
<td></td>
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<td></td>
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</tbody>
</table>

**Utility or Service Per Month Cost**

- Heating
- Cooking
- Other Electric
- Air Conditioning
- Water Heating
- Water
- Sewer
- Trash Collection
- Range/Microwave
- Refrigerator
- Other (Elec Fee)
- Other (Gas Fee)

**Total** $0

Previous editions are obsolete Page 1 of 1 form HUD-52667(12/97) ref. Handbook 7420.8
Annual Operating Expenses
## ANNUAL OPERATING EXPENSES

<table>
<thead>
<tr>
<th>General &amp; Administrative Expenses</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounting</td>
<td>$ 7,500</td>
</tr>
<tr>
<td>Advertising</td>
<td>$ 5,500</td>
</tr>
<tr>
<td>Legal fees</td>
<td>$ 3,500</td>
</tr>
<tr>
<td>Leased equipment</td>
<td>$ 2,500</td>
</tr>
<tr>
<td>Postage &amp; office supplies</td>
<td>$ 2,590</td>
</tr>
<tr>
<td>Telephone</td>
<td>$ 3,000</td>
</tr>
<tr>
<td>Other</td>
<td>$ 2,500</td>
</tr>
<tr>
<td>Training and Travel</td>
<td>$ 2,500</td>
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<tr>
<td>Computer Software and Subscriptions</td>
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<tr>
<td>Total General &amp; Administrative Expenses:</td>
<td>$ 29,590</td>
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<table>
<thead>
<tr>
<th>Management Fee:</th>
<th>Percent of Effective Gross Income:</th>
</tr>
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<tbody>
<tr>
<td></td>
<td>4.57%</td>
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</tbody>
</table>

| Management Fee                                                       | $ 91,381 |

<table>
<thead>
<tr>
<th>Payroll, Payroll Tax &amp; Employee Benefits</th>
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</thead>
<tbody>
<tr>
<td>Management</td>
<td>$ 70,720</td>
</tr>
<tr>
<td>Maintenance</td>
<td>$ 37,440</td>
</tr>
<tr>
<td>Other</td>
<td>$ 32,448</td>
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<tr>
<td>Other</td>
<td>$ 2,392</td>
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<tr>
<td>Tax, Benefits at 25% of Payroll</td>
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<td>Total Payroll, Payroll Tax &amp; Employee Benefits</td>
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<table>
<thead>
<tr>
<th>Repairs &amp; Maintenance</th>
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</tr>
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<tbody>
<tr>
<td>Elevator</td>
<td>$ 12,000</td>
</tr>
<tr>
<td>Exterminating</td>
<td>$ 10,000</td>
</tr>
<tr>
<td>Grounds</td>
<td>$ 9,000</td>
</tr>
<tr>
<td>Make-ready</td>
<td>$ 12,000</td>
</tr>
<tr>
<td>Repairs</td>
<td>$ 12,000</td>
</tr>
<tr>
<td>Pool</td>
<td>$ 8,000</td>
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<tr>
<td>Other</td>
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<td>Total Repairs &amp; Maintenance</td>
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<table>
<thead>
<tr>
<th>Utilities (Enter Only Property Paid Expense)</th>
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<tbody>
<tr>
<td>Electric</td>
<td>$ 25,000</td>
</tr>
<tr>
<td>Natural gas</td>
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</tr>
<tr>
<td>Trash</td>
<td>$ 14,410</td>
</tr>
<tr>
<td>Water/Sewer</td>
<td>$ 27,590</td>
</tr>
<tr>
<td>Other</td>
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<tr>
<td>Total Utilities</td>
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<table>
<thead>
<tr>
<th>Annual Property Insurance:</th>
<th>Rate per net rentable square foot:</th>
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</thead>
<tbody>
<tr>
<td>Annual reserves per unit</td>
<td>$ 300</td>
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<table>
<thead>
<tr>
<th>Property Taxes:</th>
<th></th>
</tr>
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<tbody>
<tr>
<td>Published Capitalization Rate:</td>
<td>8.50%</td>
</tr>
<tr>
<td>Source:</td>
<td>Harris CAD</td>
</tr>
<tr>
<td>Annual Property Taxes</td>
<td>$ 320,549</td>
</tr>
<tr>
<td>Payments in Lieu of Taxes</td>
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</tr>
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<td>Total Property Taxes</td>
<td>$ 320,549</td>
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<table>
<thead>
<tr>
<th>Reserve for Replacements:</th>
<th>Annual reserves per unit:</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Houston Compliance Fee</td>
<td>$ 300</td>
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</table>

<table>
<thead>
<tr>
<th>Other Expenses</th>
<th></th>
</tr>
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<tbody>
<tr>
<td>Cable TV</td>
<td></td>
</tr>
<tr>
<td>Supportive Services (Staffing/Contracted Services)</td>
<td></td>
</tr>
<tr>
<td>TDHCA Compliance fees ($40/HTC)</td>
<td></td>
</tr>
<tr>
<td>TDHCA Direct Loan Compliance Fees ($34/MDL unit)</td>
<td></td>
</tr>
<tr>
<td>TDHCA Bond Compliance Fees (TDHCA as Bond Issuer Only - $25/MRB unit)</td>
<td></td>
</tr>
<tr>
<td>Bond Trustee Fees (ALL Tax-Exempt Bond Developments)</td>
<td></td>
</tr>
<tr>
<td>Security</td>
<td>$ 7,719</td>
</tr>
<tr>
<td>Other</td>
<td>$ 2,700</td>
</tr>
<tr>
<td>Total Other Expenses</td>
<td>$ 14,019</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TOTAL ANNUAL EXPENSES</th>
<th>Expense per unit:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expense to Income Ratio</td>
<td>45.52%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>NET OPERATING INCOME (before debt service)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Amegy Bank</td>
<td>$ 865,160</td>
</tr>
<tr>
<td>Houston CDBG-DR Interest Only</td>
<td>$ 75,000</td>
</tr>
<tr>
<td>TDHCA Bond-Issuer Admin Fee (0.10%)</td>
<td></td>
</tr>
<tr>
<td>TOTAL ANNUAL DEBT SERVICE</td>
<td>Debt Coverage Ratio:</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>$ 940,160</td>
<td>1.16</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>NET CASH FLOW</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>If a revised form is submitted, date of submission:</td>
<td></td>
</tr>
</tbody>
</table>
May 21, 2020

2020 Southlawn Developer, LLC
C/O Mark Rogers
1108 Lavaca Street, Suite 110-348
Austin, TX 78701

RE: Management Fee for future property Southlawn on Milby Street in Houston, TX

Dear Mark Rogers:

Eureka Multifamily Group, LP charges a management fee on all its managed properties based on the annual Estimated Gross Income of the particular property. We estimate our management fee to be four and one-half (4.5%) per cent for Southlawn at Milby. A formal Management Agreement will be developed before closing on the transaction.

Thank you for your attention to this matter.

Brian King
Chief Financial Officer

603 West 8th Street + Austin + TX + 78701
Phone: (214) 363-2628 + Fax: (469) 453-6635
May 5, 2020

Mark Rogers
Eureka Holdings
603 W. 8th Street
Austin, TX  78701

RE: Milby Development

Dear Mark,

Our best estimate on what the annual cost for property and liability insurance is $124,664.

Yours sincerely,

Samuel D. McCord
Sr. Vice President

Samuel D. McCord, CPCU
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>$2,137,560</td>
<td>$2,180,311</td>
<td>$2,223,917</td>
<td>$2,268,396</td>
<td>$2,313,764</td>
<td>$2,554,582</td>
<td>$2,820,465</td>
</tr>
<tr>
<td>Secondary Income</td>
<td>$26,400</td>
<td>$26,928</td>
<td>$27,467</td>
<td>$28,016</td>
<td>$28,576</td>
<td>$31,550</td>
<td>$34,834</td>
</tr>
<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$2,163,960</td>
<td>$2,207,239</td>
<td>$2,251,384</td>
<td>$2,296,412</td>
<td>$2,342,340</td>
<td>$2,586,133</td>
<td>$2,855,299</td>
</tr>
<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>($162,297)</td>
<td>($165,543)</td>
<td>($168,854)</td>
<td>($172,231)</td>
<td>($175,675)</td>
<td>($193,960)</td>
<td>($214,147)</td>
</tr>
<tr>
<td>Rental Concessions</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>EFFECTIVE GROSS ANNUAL INCOME</td>
<td>$2,001,663</td>
<td>$2,041,696</td>
<td>$2,082,530</td>
<td>$2,124,181</td>
<td>$2,166,664</td>
<td>$2,392,173</td>
<td>$2,641,152</td>
</tr>
</tbody>
</table>

| EXPENSES | | | | | | | |
|----------| | | | | | | |
| General & Administrative Expenses | $29,590 | $30,478 | $31,392 | $32,334 | $33,304 | $38,608 | $44,758 |
| Management Fee | $91,381 | $93,209 | $95,073 | $96,974 | $98,914 | $109,209 | $120,575 |
| Payroll, Payroll Tax & Employee Benefits | $143,000 | $147,290 | $151,709 | $156,260 | $160,948 | $186,583 | $216,300 |
| Repairs & Maintenance | $88,000 | $90,640 | $93,359 | $96,160 | $99,045 | $114,820 | $133,108 |
| Electric & Gas Utilities | $25,000 | $25,750 | $26,523 | $27,318 | $28,138 | $32,619 | $37,815 |
| Water, Sewer & Trash Utilities | $42,000 | $43,260 | $44,558 | $45,895 | $47,271 | $54,800 | $63,529 |
| Annual Property Insurance Premiums | $124,664 | $128,404 | $132,256 | $136,224 | $140,310 | $162,658 | $188,565 |
| Property Tax | $320,549 | $330,165 | $340,070 | $350,273 | $360,781 | $418,244 | $484,859 |
| Reserve for Replacements | $33,000 | $33,990 | $35,010 | $36,060 | $37,142 | $43,058 | $49,915 |
| Other Expenses | $14,019 | $14,440 | $14,873 | $15,319 | $15,779 | $18,292 | $21,205 |
| TOTAL ANNUAL EXPENSES | $911,203 | $937,625 | $964,822 | $992,816 | $1,021,631 | $1,078,891 | $1,360,630 |
| NET OPERATING INCOME | $1,090,460 | $1,104,071 | $1,117,708 | $1,131,316 | $1,145,034 | $1,213,282 | $1,280,522 |

| DEBT SERVICE | | | | | | | |
|-------------| | | | | | | |
| Second Deed of Trust Annual Loan Payment | 75,000 | 75,000 | 75,000 | 75,000 | 75,000 | 75,000 | 75,000 |
| Third Deed of Trust Annual Loan Payment | | | | | | | |
| Other Annual Required Payment | | | | | | | |
| Other Annual Required Payment | | | | | | | |
| ANNUAL NET CASH FLOW | | | | | | | |
| $150,300 | $163,911 | $177,548 | $191,205 | $204,874 | $273,122 | $340,362 |
| CUMULATIVE NET CASH FLOW | | | | | | | |
| $150,300 | $314,211 | $491,759 | $682,964 | $887,838 | $2,082,828 | $3,616,538 |
| Debt Coverage Ratio | 1.16 | 1.17 | 1.19 | 1.20 | 1.22 | 1.29 | 1.36 |

By signing below (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)

<table>
<thead>
<tr>
<th>Signature, Authorized Representative, Construction or Permanent Lender</th>
<th>Printed Name</th>
<th>Phone:</th>
<th>Email:</th>
</tr>
</thead>
</table>

Signed Versions in Tab 35

If a revised form is submitted, date of submission: 2/25/20
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, or 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, all costs listed here should be able to be justified in another place in the application.

**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 Costs</td>
<td>Acquisition Costs</td>
<td>Engineering / Architectural Costs</td>
<td>Total Activity Costs</td>
</tr>
<tr>
<td>NA No Offsites</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Lines 35-37 Hidden

Total |

$ -

Signature of Registered Engineer responsible for Budget Justification

Printed Name

Date

If a revised form is submitted, date of submission:

2/18/20
Site Work Cost Breakdown
# 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; **OR**
- The use of unit price (Column B) and the number of units (Column C) may be used.

**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 be ineligible must be submitted behind this tab.**

<table>
<thead>
<tr>
<th>Activity</th>
<th>Labor or Unit Price</th>
<th>Materials or # of Units</th>
<th>Total Construction Costs</th>
<th>Acquisition Costs</th>
<th>Engineering / Architectural Costs</th>
<th>Total Activity Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Demolition</td>
<td>$200,000.00</td>
<td>1</td>
<td>$200,000.00</td>
<td>-</td>
<td>$200,000</td>
<td>$200,000</td>
</tr>
<tr>
<td>Asbestos Abatement (Demolition Only)</td>
<td>$-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>$-</td>
</tr>
<tr>
<td>Detention</td>
<td>$1,300,000.00</td>
<td>1</td>
<td>$1,300,000.00</td>
<td>-</td>
<td>$1,300,000</td>
<td>$1,300,000</td>
</tr>
<tr>
<td>Rough grading</td>
<td>$329,296.00</td>
<td>1</td>
<td>$329,296.00</td>
<td>-</td>
<td>$329,296</td>
<td>$329,296</td>
</tr>
<tr>
<td>Fine grading</td>
<td>$-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>$-</td>
</tr>
<tr>
<td>On-site concrete</td>
<td>$310,026.00</td>
<td>1</td>
<td>$310,026.00</td>
<td>-</td>
<td>$310,026</td>
<td>$310,026</td>
</tr>
<tr>
<td>On-site electrical</td>
<td>$-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>$-</td>
</tr>
<tr>
<td>On-site paving</td>
<td>$478,729.00</td>
<td>1</td>
<td>$478,729.00</td>
<td>-</td>
<td>$478,729</td>
<td>$478,729</td>
</tr>
<tr>
<td>On-site water/sewer</td>
<td>$67,963.00</td>
<td>1</td>
<td>$67,963.00</td>
<td>-</td>
<td>$67,963</td>
<td>$67,963</td>
</tr>
<tr>
<td>Decorative masonry</td>
<td>$-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>$-</td>
</tr>
<tr>
<td>Bumper stops, striping &amp; signs</td>
<td>$6,597.00</td>
<td>1</td>
<td>$6,597.00</td>
<td>-</td>
<td>$6,597</td>
<td>$6,597</td>
</tr>
<tr>
<td>On-site storm sewer</td>
<td>$60,000.00</td>
<td>1</td>
<td>$60,000.00</td>
<td>-</td>
<td>$60,000</td>
<td>$60,000</td>
</tr>
</tbody>
</table>

**Total**                                                                                           $2,752,611

---

Signature of Registered Engineer: **Alix D. Boes**  
Printed Name: **Alix D. Boes**  
Date: **02/26/20**  
Seal:  

If a revised form is submitted, date of submission:  

2/25/2020
Independent Accountant's Report On Applying Agreed-Upon Procedures

Texas Department of Housing and Community Affairs ("TDHCA")
P.O. Box 13941
Austin, TX 78711

The General Partner
3001 Knox Street, Suite 400
Dallas, TX 75205

Re: Southlawn at Milby

We have performed the procedures enumerated below, which were agreed to by the general partner of 2020 Southlawn 90, LP and TDHCA on the calculation of the site work to be included in the estimated Eligible Basis for the Texas Uniform Housing Program Application (the "Schedule") of Limited Partnership. 2020 Southlawn 90, LP’s management is responsible for the calculation of the site work to be included in the estimated Eligible Basis for the Texas Uniform Housing Program Application of Limited Partnership. The sufficiency of these procedures is solely the responsibility of 2020 Southlawn 90, LP. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purpose.

The procedures and associated findings are as follows:

Calculation of Eligible Site Work

1. We obtained the estimated eligible site work schedule (See attached Schedule A)
   - No Exceptions.

2. We compared the classification of estimated costs on the Schedule to the description of eligible costs provided in TAM's 200043015, 200043016, and 200043017.
   - No Exceptions.

3. We compared the classification of the estimated costs on the Schedule to IRC Section 42 and 168.
   - No Exceptions.
In performing the procedures enumerated above the following documents have been made available to us:

- Estimated site work cost from the General Partner
- Representation letter from the General Partner
- Signed site work verification from the engineer

This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. We were not engaged to and did not conduct an examination or review, the objective of which would be the expression of an opinion or conclusion, respectively, on the calculation of the site work to be included in the estimated Eligible Basis for the Texas Uniform Housing Program Application of Limited Partnership. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

This report is intended solely for the information and use of the general partner of 2020 Southlawn 90, LP and TDHCA, and is not intended to be and should not be used by anyone other than those specified parties.

CohnReznick LLP

Austin, Texas
February 27, 2020
## Schedule A

### Estimated Eligible Site Work Schedule

<table>
<thead>
<tr>
<th></th>
<th>Total</th>
<th>Ineligible</th>
<th>Eligible</th>
</tr>
</thead>
<tbody>
<tr>
<td>Demolition</td>
<td>$200,000</td>
<td>$200,000</td>
<td>$0</td>
</tr>
<tr>
<td>Detention</td>
<td>1,300,000</td>
<td>0</td>
<td>1,300,000</td>
</tr>
<tr>
<td>Rough Grading</td>
<td>329,296</td>
<td>0</td>
<td>329,296</td>
</tr>
<tr>
<td>Fine Grading</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>On-site Concrete</td>
<td>310,026</td>
<td>0</td>
<td>310,026</td>
</tr>
<tr>
<td>On-site Electrical</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>On-site Paving</td>
<td>478,729</td>
<td>0</td>
<td>478,729</td>
</tr>
<tr>
<td>On-site Water/Sewer</td>
<td>67,963</td>
<td>0</td>
<td>67,963</td>
</tr>
<tr>
<td>Decorative Masonry</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Bumper Stops, Striping &amp; Signs</td>
<td>6,597</td>
<td>0</td>
<td>6,597</td>
</tr>
<tr>
<td>On-site Storm Sewer</td>
<td>60,000</td>
<td>0</td>
<td>60,000</td>
</tr>
<tr>
<td><strong>Total Site Work</strong></td>
<td><strong>$2,752,611</strong></td>
<td><strong>$200,000</strong></td>
<td><strong>$2,552,611</strong></td>
</tr>
</tbody>
</table>
Development Cost Schedule
### 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:

#### TOTAL DEVELOPMENT SUMMARY

<table>
<thead>
<tr>
<th></th>
<th>Total Cost</th>
<th>Eligible Basis (If Applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ACQUISITION</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Site acquisition cost</td>
<td>7,700,000</td>
<td></td>
</tr>
<tr>
<td>Existing building acquisition cost</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Closing costs &amp; legal fees</td>
<td>115,500</td>
<td></td>
</tr>
<tr>
<td><strong>Other (specify) - see footnote 1</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Acquisition Cost</strong></td>
<td></td>
<td>$7,815,500</td>
</tr>
<tr>
<td><strong>OFF-SITES</strong>²</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Off-site concrete</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Storm drains &amp; devices</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Water &amp; fire hydrants</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Off-site utilities</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Sewer lateral(s)</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Off-site paving</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Off-site electrical</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td><strong>Other (specify) - see footnote 1</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Off-Sites Cost</strong></td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td><strong>SITE WORK</strong>³</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Demolition</td>
<td>200,000</td>
<td></td>
</tr>
<tr>
<td>Asbestos Abatement (Demolition Only)</td>
<td>1,300,000</td>
<td>1,300,000</td>
</tr>
<tr>
<td>Detention</td>
<td>329,296</td>
<td>329,296</td>
</tr>
<tr>
<td>Rough grading</td>
<td>310,026</td>
<td>310,026</td>
</tr>
<tr>
<td>Fine grading</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>On-site concrete</td>
<td>478,729</td>
<td>478,729</td>
</tr>
<tr>
<td>On-site electrical</td>
<td>67,963</td>
<td>67,963</td>
</tr>
<tr>
<td>Decorative masonry</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Bumper stops, striping &amp; signs</td>
<td>6,597</td>
<td>6,597</td>
</tr>
<tr>
<td>On Site Storm Sewer</td>
<td>60,000</td>
<td>60,000</td>
</tr>
<tr>
<td><strong>Subtotal Site Work Cost</strong></td>
<td>$2,752,611</td>
<td>$0</td>
</tr>
<tr>
<td><strong>SITE AMENITIES</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Landscaping</td>
<td>182,739</td>
<td>182,739</td>
</tr>
<tr>
<td>Pool and decking</td>
<td>125,000</td>
<td>125,000</td>
</tr>
<tr>
<td>Athletic court(s), playground(s)</td>
<td>103,047</td>
<td>103,047</td>
</tr>
<tr>
<td>Fencing</td>
<td>62,735</td>
<td>62,735</td>
</tr>
<tr>
<td><strong>Other (specify) - see footnote 1</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Site Amenities Cost</strong></td>
<td>$473,521</td>
<td>$0</td>
</tr>
<tr>
<td><strong>BUILDING COSTS</strong>*:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Concrete</td>
<td>1,889,414</td>
<td>1,889,414</td>
</tr>
<tr>
<td>Masonry</td>
<td>27,838</td>
<td>27,838</td>
</tr>
<tr>
<td>Metals</td>
<td>105,887</td>
<td>105,887</td>
</tr>
<tr>
<td>Woods and Plastics</td>
<td>1,781,351</td>
<td>1,781,351</td>
</tr>
<tr>
<td>Thermal and Moisture Protection</td>
<td>756,677</td>
<td>756,677</td>
</tr>
<tr>
<td>Roof Covering</td>
<td>449,461</td>
<td>449,461</td>
</tr>
</tbody>
</table>

---

Note: ALL OFF-SITE COSTS REQUIRE DOCUMENTATION. THOSE ENTERED IN BASIS REQUIRE MORE DOCUMENTATION!!! SEE 10 TAC §11.204(8)(E)(ii).

---

1. Self Score Total: 129

2. 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.

3. Site acquisition cost

4. Off-site concrete

5. Storm drains & devices

6. Water & fire hydrants

7. Off-site utilities

8. Sewer lateral(s)

9. Off-site paving

10. Off-site electrical

11. Demolition

12. Asbestos Abatement (Demolition Only)

13. Detention

14. Rough grading

15. Fine grading

16. On-site concrete

17. On-site electrical

18. On-site paving

19. On-site utilities

20. Decorative masonry

21. Bumper stops, striping & signs

22. On Site Storm Sewer
<table>
<thead>
<tr>
<th>Category</th>
<th>Before 11.9(e)(2)</th>
<th>After 11.9(e)(2)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Doors and Windows</td>
<td>1,460,961</td>
<td>1,460,961</td>
</tr>
<tr>
<td>Finishes</td>
<td>2,302,493</td>
<td>2,302,493</td>
</tr>
<tr>
<td>Specialties</td>
<td>177,988</td>
<td>177,988</td>
</tr>
<tr>
<td>Equipment</td>
<td>542,218</td>
<td>542,218</td>
</tr>
<tr>
<td>Furnishings</td>
<td>323,830</td>
<td>323,830</td>
</tr>
<tr>
<td>Special Construction</td>
<td>333,986</td>
<td>333,986</td>
</tr>
<tr>
<td>Conveying Systems (Elevators)</td>
<td>163,112</td>
<td>163,112</td>
</tr>
<tr>
<td>Mechanical (HVAC; Plumbing)</td>
<td>3,701,048</td>
<td>3,701,048</td>
</tr>
<tr>
<td>Electrical</td>
<td>2,260,660</td>
<td>2,260,660</td>
</tr>
</tbody>
</table>

**Individually itemize costs below:**

- Detached Community Facilities/Building
- Carports and/or Garages
- Lead-Based Paint Abatement
- Asbestos Abatement (Rehabilitation Only)
- Structured Parking
- Commercial Space Costs

<table>
<thead>
<tr>
<th>Subtotal Building Costs Before 11.9(e)(2)</th>
<th>$16,276,924</th>
<th>$0</th>
</tr>
</thead>
</table>

**Voluntary Eligible Building Costs (After 11.9(e)(2))**

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 in D77:D78. Enter Requested Score for §11.9(e)(2) at the bottom of the schedule in D202.

<table>
<thead>
<tr>
<th>TOTAL BUILDING COSTS &amp; SITE WORK (including site amenities)</th>
<th>$19,503,056</th>
<th>$0</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contingency</td>
<td>5.00%</td>
<td>$975,153</td>
</tr>
<tr>
<td>TOTAL HARD COSTS</td>
<td>$20,478,209</td>
<td>$0</td>
</tr>
<tr>
<td>OTHER CONSTRUCTION COSTS %THC</td>
<td>%EHC</td>
<td></td>
</tr>
<tr>
<td>General requirements (&lt;6%)</td>
<td>6.00%</td>
<td>1,228,693</td>
</tr>
<tr>
<td>Field supervision (within GR limit)</td>
<td>2.00%</td>
<td>409,564</td>
</tr>
<tr>
<td>Contractor overhead (&lt;2%)</td>
<td>6.00%</td>
<td>1,228,693</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TOTAL CONTRACTOR FEES</th>
<th>$2,866,949</th>
<th>$0</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL CONSTRUCTION CONTRACT Before 11.9(e)(2)</td>
<td>$23,345,158</td>
<td>$0</td>
</tr>
</tbody>
</table>

**Voluntary Eligible "Hard Costs" (After 11.9(e)(2))**

Enter amount to be used to achieve desired score.

<table>
<thead>
<tr>
<th>SOFT COSTS</th>
<th>Before 11.9(e)(2)</th>
<th>After 11.9(e)(2)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Architectural - Design fees</td>
<td>2,017,613</td>
<td>2,017,613</td>
</tr>
<tr>
<td>Architectural - Supervision fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Engineering fees</td>
<td>135,000</td>
<td>135,000</td>
</tr>
<tr>
<td>Real estate attorney/other legal fees</td>
<td>500,000</td>
<td>500,000</td>
</tr>
<tr>
<td>Accounting fees</td>
<td>75,000</td>
<td>75,000</td>
</tr>
<tr>
<td>Impact Fees</td>
<td>170,446</td>
<td>170,446</td>
</tr>
<tr>
<td>Building permits &amp; related costs</td>
<td>335,000</td>
<td>335,000</td>
</tr>
<tr>
<td>Appraisal</td>
<td>15,000</td>
<td>15,000</td>
</tr>
<tr>
<td>Market analysis</td>
<td>15,000</td>
<td>15,000</td>
</tr>
</tbody>
</table>

If NOT seeking to score points under §11.9(e)(2), E96:E97 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 E96:E97 that produces the target cost per square foot in D96:D97. Enter Requested Score for §11.9(e)(2) at the bottom of the schedule in D202.

**SOFT COSTS**

- Architectural - Design fees
- Architectural - Supervision fees
- Engineering fees
- Real estate attorney/other legal fees
- Accounting fees
- Impact Fees
- Building permits & related costs
- Appraisal
- Market analysis

2/26/2020
<table>
<thead>
<tr>
<th>Category</th>
<th>Soft Cost</th>
<th>Other Financing Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Environmental assessment</td>
<td>3,500</td>
<td>3,500</td>
</tr>
<tr>
<td>Soils report</td>
<td>7,500</td>
<td></td>
</tr>
<tr>
<td>Survey</td>
<td>15,000</td>
<td>15,000</td>
</tr>
<tr>
<td>Marketing</td>
<td>50,000</td>
<td></td>
</tr>
<tr>
<td>Hazard &amp; liability insurance</td>
<td>86,000</td>
<td>86,000</td>
</tr>
<tr>
<td>Real property taxes</td>
<td>56,353</td>
<td></td>
</tr>
<tr>
<td>Personal property taxes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tenant Relocation</td>
<td>144,000</td>
<td></td>
</tr>
<tr>
<td>FFE</td>
<td>159,878</td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Soft Cost</strong></td>
<td>$3,785,290</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Subtotal Soft Cost</strong></td>
<td></td>
<td>$3,591,290</td>
</tr>
</tbody>
</table>

**Financing:**

**Construction Loan(s)**

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest</td>
<td>860,925</td>
<td>860,925</td>
</tr>
<tr>
<td>Loan origination fees</td>
<td>264,900</td>
<td>264,900</td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td>45,000</td>
<td>45,000</td>
</tr>
<tr>
<td>Closing costs &amp; legal fees</td>
<td>65,000</td>
<td>65,000</td>
</tr>
<tr>
<td>Inspection fees</td>
<td>50,000</td>
<td></td>
</tr>
<tr>
<td>Credit Report</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Discount Points</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Permanent Loan(s)**

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Loan origination fees</td>
<td>134,250</td>
<td></td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td>25,000</td>
<td></td>
</tr>
<tr>
<td>Closing costs &amp; legal fees</td>
<td>50,000</td>
<td></td>
</tr>
<tr>
<td>Bond premium</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Credit report</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Discount points</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Credit enhancement fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prepaid MIP</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Bridge Loan(s)**

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Loan origination fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Closing costs &amp; legal fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Other Financing Costs**

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tax credit fees</td>
<td>86,550</td>
<td></td>
</tr>
<tr>
<td>Tax and/or bond counsel</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Payment bonds</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Performance bonds</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Credit enhancement fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mortgage insurance premiums</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cost of underwriting &amp; issuance</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Syndication organizational cost</td>
<td>35,000</td>
<td></td>
</tr>
<tr>
<td>Tax opinion</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Refinance (existing loan payoff amt)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Financing Cost</strong></td>
<td>$1,616,625</td>
<td>$0</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$1,285,825</td>
</tr>
</tbody>
</table>

2/26/2020
### DEVELOPER FEES

<table>
<thead>
<tr>
<th>Housing consultant fees</th>
<th>General &amp; administrative</th>
<th>Profit or fee</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Subtotal Developer Fees</th>
<th>5.09%</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1,390,090</td>
<td>$0</td>
</tr>
</tbody>
</table>

### RESERVES

| Rent-up - new funds | 667,221 |
| Rent-up - existing reserves* |          |
| Operating - new funds | 303,734 |
| Operating - existing reserves* |        |
| Replacement - new funds |        |
| Replacement - existing reserves* |    |
| Escrows - new funds |        |
| Escrows - existing reserves* |        |

**Subtotal Reserves**: $970,955 $0 $0

*Any existing reserve amounts should be listed on the Schedule of Sources.

### TOTAL HOUSING DEVELOPMENT COSTS

| $38,923,618 $0 $22,154,823 |

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)

<table>
<thead>
<tr>
<th>Total Eligible Basis</th>
<th>$0 $22,154,823</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>High Cost Area Adjustment (100% or 130%)</strong></td>
<td>130%</td>
</tr>
<tr>
<td>Total Adjusted Basis</td>
<td>$0 $28,801,270</td>
</tr>
<tr>
<td>Applicable Fraction</td>
<td>80%</td>
</tr>
<tr>
<td>Total Qualified Basis</td>
<td>$23,041,016 $0 $23,041,016</td>
</tr>
<tr>
<td>Applicable Percentage</td>
<td>9.00%</td>
</tr>
</tbody>
</table>

| Credits Supported by Eligible Basis | $2,073,691 $0 $2,073,691 |

**Credit Request** (from 17. Development Narrative) $2,000,000

**Requested Score for 11.9(e)(2)** 12

*11.9(c)(2) Cost Per Square Foot: DO NOT ROUND! Applicants are advised to ensure that the figure is not rounding down to the maximum dollar figure to support the elected points.*

Name of contact for Cost Estimate: Mark Rogers

Phone Number for Contact: (214) 606-2936

If a revised form is submitted, date of submission: 2/26/2020
Financing Narrative and Summary of Sources and Uses
## 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).

### Debt

<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>TDHCA</td>
<td>MF Direct Loan Const. to Perm. (Repayable)</td>
<td>$0</td>
<td>0.00%</td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. to Perm. (Repayable)</td>
<td>$0</td>
<td>0.00%</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Multifamily Direct Loan Borrow (Repayable)</td>
<td>$0</td>
<td>0.00%</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Multifamily Direct Loan Borrow (Repayable)</td>
<td>$0</td>
<td>0.00%</td>
</tr>
<tr>
<td>Amegy Bank</td>
<td>Conventional Loan</td>
<td>$26,490,000</td>
<td>5.00%</td>
</tr>
</tbody>
</table>

### Third Party Equity

<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>Rayond James</td>
<td>HTC</td>
<td>$2,000,000</td>
<td>$1,799,820</td>
</tr>
<tr>
<td>City of Houston CDBG-DR</td>
<td>$11.9(d)(2)</td>
<td>$7,500,000</td>
<td>1.00%</td>
</tr>
</tbody>
</table>

### Deferred Developer Fee

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Construction Period</th>
<th>Permanent Period</th>
</tr>
</thead>
</table>

### Total Sources of Funds

<table>
<thead>
<tr>
<th></th>
<th>Loan/Equity Amount</th>
<th>Interest Rate (%)</th>
<th>Uses of Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$35,789,820</td>
<td></td>
<td>$38,923,618</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 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).

The developer will borrow construction funds from Amegy bank in the amount and at the terms shown above. Equity will be paid in 10% during construction. The Developer has applied to the City of Houston for financing in the amount shown above. The loan is cash-flow dependent, interest only for the term of the loan. The payments are show in the pro forma. Amegy Bank will convert the construction loan to permanent financing in the amount shown and at the terms listed above. Their loan will be superior to the City of Houston Loan. The Source of the City of Houston funds is CDBG-DR funding. All funds will be structured as loans and will not impact basis. Finally, Raymond James will provide equity to the project in the amount shown above. The rate is .90 per $1 of tax credits.

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.

Reserves for replacements are based on $300 per unit per year as shown in the operating expense worksheet. There are no existing reserves that will be transferred. Tenant Relocation is in the development cost schedule. Based on previous relocations, we anticipate that 80% of the tenants will elect to move to the new site, resulting in 72 moves times an estimated $2,000 per move for a total of $144,000 in relocation costs.

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.

The development has a HAP contract for 90 units. The rents reflected in the rent schedule are based on a Rent Comp Study. HUD will raise the rents in the HAP contract based on this study. The developer has employed this strategy successfully in the past.

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: 2/25/20
### 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>MF Direct Loan Const. to Perm. (Repayable)</td>
<td>50</td>
<td>$ - 0.00%</td>
<td>30 0</td>
</tr>
<tr>
<td></td>
<td>MF Direct Loan Const. Only (Repayable)</td>
<td>50 0.00%</td>
<td>$ - 0.00%</td>
<td>0 0</td>
</tr>
<tr>
<td></td>
<td>Multifamily Direct Loan (Soft Repayable)</td>
<td>50 0.00%</td>
<td>$ - 0.00%</td>
<td>0 0</td>
</tr>
<tr>
<td></td>
<td>Mortgage Revenue Bond</td>
<td>50 0.00%</td>
<td>$ - 0.00%</td>
<td>0 0</td>
</tr>
<tr>
<td></td>
<td>Amegy Bank</td>
<td>Conventional loan</td>
<td>$26,490,000 5.00%</td>
<td>$13,425,418 5.50%</td>
</tr>
<tr>
<td>Third Party Equity</td>
<td>Raydon James</td>
<td>HTC</td>
<td>$2,000,000</td>
<td>$1,799,820</td>
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<tr>
<td>Grant</td>
<td>City of Houston CDBG-DR</td>
<td>$11.9(d)(2)IPS Contribution</td>
<td>$7,500,000</td>
<td>$7,500,000</td>
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<tr>
<td>Deferred Developer Fee</td>
<td></td>
<td>Direct Loan Match</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
<td>Direct Loan Match</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Sources of Funds** $35,789,820 $38,923,618

**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).

The developer will borrow construction funds from Amegy Bank in the amount and at the terms shown above. Equity will be paid in 10% during construction. The Developer has applied to the City of Houston for financing in the amount shown above. The loan is loan/flow dependent, interest only for the term of the loan. The payments are shown in the pro forma. Amegy Bank will convert the construction loan to permanent financing in the amount shown and at the terms listed above. Their loan will be superior to the City of Houston Loan. The Source of the City of Houston funds is CDBG-DR funding. All funds will be structured as loans and will not impact basis. Finally, Raymond James will provide equity to the project in the amount shown above. The rate is .90 per $1 of tax credits.

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.

Reserves for replacements are based on $300 per unit per year as shown in the operating expense worksheet. There are no existing reserves that will be transferred. Tenant Relocation is in the development cost schedule. Based on previous relocations, we anticipate that 80% of the tenants will elect to move to the new site, resulting in 72 moves x estimated $2,000 per move for a total of $144,000 in relocation costs.

Describe the operating items (operating subsidies, project based assistance, etc., and specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments. The development has a HAP contract for 90 units. The rents reflected in the rent schedule are based on a Rent Comp Study. HUD will raise the rents in the HAP contract based on this study. The developer has employed this strategy successfully in the past.

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.
# 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>TDHCA</td>
<td>$0</td>
<td>-</td>
<td>$ -</td>
</tr>
<tr>
<td></td>
<td>TDHCA</td>
<td>$0 0.000%</td>
<td>-</td>
<td>$ -</td>
</tr>
<tr>
<td></td>
<td>TDHCA</td>
<td>$0 0.000%</td>
<td>-</td>
<td>$ -</td>
</tr>
<tr>
<td></td>
<td>Amegy Bank</td>
<td>Conventional Loan</td>
<td>$26,490,000</td>
<td>5.00%</td>
</tr>
</tbody>
</table>

## Third Party Equity

| Grant                  |                     |                     |                  |               |                  |
| City of Houston CDBG-DR| $11,966,234          | $7,500,000          | 1.00%            | $7,500,000    | 1.00%            | na            | 15            | 2             |

## Deferred Developer Fee

| Other                  |                     |                     |                  |               |                  |
| Direct Loan Match      |                     |                     |                  |               |                  |

| Total Sources of Funds | $35,789,820          | $38,923,618          |

## Total Uses of Funds $38,923,618

**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.

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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).

The development has a HAP contract for 90 units. The rents reflected in the rent schedule are based on a Rent Comp Study. HUD will raise the rents in the HAP contract based on this study. The developer has employed this strategy successfully in the past.

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: Sara Hale  
Printed Name:  Sara Hale  
Date: 02-25-2020  
Telephone: 281-247-7944  
Email address: Sara.Hale@AmegyBank.com

If a revised form is submitted, date of submission: 2/25/20
Financial Capacity (MFDL Only)

NOT APPLICABLE
Match Funds (MFDL Only)

NOT APPLICABLE
Finance Scoring
<table>
<thead>
<tr>
<th>Finance Scoring (for Competitive HTC Applications ONLY)</th>
<th>Self Score Total: 129</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. <strong>Commitment of Development Funding by Local Political Subdivision (§11.9(d)(2))</strong></td>
<td></td>
</tr>
<tr>
<td>Name of the Local Political Subdivision providing the funding:</td>
<td><strong>City of Houston</strong></td>
</tr>
<tr>
<td>✗ 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>✗ 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>✗ 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>Total Points Claimed:</td>
<td>1</td>
</tr>
<tr>
<td>2. <strong>Financial Feasibility (§11.9(e)(1))</strong></td>
<td></td>
</tr>
<tr>
<td>Eligible Pro-Forma and letter stating the Development is financially feasible.</td>
<td>0</td>
</tr>
<tr>
<td>✗ Eligible Pro-Forma and letter stating Development and Principals are acceptable.</td>
<td>26</td>
</tr>
<tr>
<td>Total Points Claimed:</td>
<td>26</td>
</tr>
<tr>
<td>3. <strong>Leveraging of Private, State, and Federal Resources (§2306.6725(a)(3); §11.9(e)(4))</strong></td>
<td></td>
</tr>
<tr>
<td>Percent of Units restricted to serve households at or below 30% of AMGI</td>
<td>8.18%</td>
</tr>
<tr>
<td>HTC funding request as a percent of Total Housing Development Cost</td>
<td>5.1383%</td>
</tr>
<tr>
<td>Eligibility for points:</td>
<td></td>
</tr>
<tr>
<td>Development Leverages CDBG Disaster Recovery, HOPE VI, RAD or Choice Neighborhood Funding</td>
<td>0</td>
</tr>
<tr>
<td>Housing Tax Credit Request</td>
<td>3</td>
</tr>
<tr>
<td>Housing Tax Credit Request</td>
<td>2</td>
</tr>
<tr>
<td>Housing Tax Credit Request</td>
<td>1</td>
</tr>
<tr>
<td>* Be sure no more than 50% of Developer fees are deferred.</td>
<td></td>
</tr>
<tr>
<td>Total Points Claimed:</td>
<td>3</td>
</tr>
</tbody>
</table>
Supporting Documents
Supporting Documents Should be Included Behind this Tab

**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  See HAP contract behind Tab 17.
# 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>$2,137,560</td>
<td>$2,180,311</td>
<td>$2,223,917</td>
<td>$2,268,396</td>
<td>$2,313,764</td>
<td>$2,554,582</td>
<td>$2,820,465</td>
</tr>
<tr>
<td>Secondary Income</td>
<td>$26,400</td>
<td>$26,928</td>
<td>$27,467</td>
<td>$28,016</td>
<td>$28,576</td>
<td>$31,550</td>
<td>$34,834</td>
</tr>
<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$2,163,960</td>
<td>$2,207,239</td>
<td>$2,251,384</td>
<td>$2,295,612</td>
<td>$2,342,340</td>
<td>$2,586,133</td>
<td>$2,855,299</td>
</tr>
<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>($162,297)</td>
<td>($165,543)</td>
<td>($168,854)</td>
<td>($172,231)</td>
<td>($175,675)</td>
<td>($193,960)</td>
<td>($214,147)</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>$2,001,663</td>
<td>$2,041,696</td>
<td>$2,082,530</td>
<td>$2,124,181</td>
<td>$2,166,664</td>
<td>$2,392,173</td>
<td>$2,641,152</td>
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</tbody>
</table>

## EXPENSES

<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>General &amp; Administrative Expenses</td>
<td>$29,590</td>
<td>$30,478</td>
<td>$31,392</td>
<td>$32,334</td>
<td>$33,304</td>
<td>$38,608</td>
<td>$44,758</td>
</tr>
<tr>
<td>Management Fee</td>
<td>$1,381</td>
<td>$1,381</td>
<td>$1,381</td>
<td>$1,381</td>
<td>$1,381</td>
<td>$1,381</td>
<td>$1,381</td>
</tr>
<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$143,000</td>
<td>$147,290</td>
<td>$151,709</td>
<td>$156,260</td>
<td>$160,948</td>
<td>$185,583</td>
<td>$216,300</td>
</tr>
<tr>
<td>Repairs &amp; Maintenance</td>
<td>$88,000</td>
<td>$90,640</td>
<td>$93,359</td>
<td>$96,160</td>
<td>$99,045</td>
<td>$114,820</td>
<td>$133,108</td>
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<tr>
<td>Electric &amp; Gas Utilities</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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<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$42,000</td>
<td>$43,260</td>
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<tr>
<td>Annual Property Insurance Premiums</td>
<td>$124,664</td>
<td>$128,404</td>
<td>$132,255</td>
<td>$136,224</td>
<td>$140,310</td>
<td>$162,658</td>
<td>$188,565</td>
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<tr>
<td>Property Tax</td>
<td>$320,349</td>
<td>$330,165</td>
<td>$340,070</td>
<td>$350,273</td>
<td>$360,781</td>
<td>$418,244</td>
<td>$484,859</td>
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<tr>
<td>Reserve for Replacements</td>
<td>$33,000</td>
<td>$33,990</td>
<td>$35,010</td>
<td>$36,060</td>
<td>$37,142</td>
<td>$43,058</td>
<td>$49,915</td>
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<tr>
<td>Other Expenses</td>
<td>$14,019</td>
<td>$14,440</td>
<td>$14,873</td>
<td>$15,319</td>
<td>$15,779</td>
<td>$18,292</td>
<td>$21,205</td>
</tr>
<tr>
<td>TOTAL ANNUAL EXPENSES</td>
<td>$911,203</td>
<td>$937,625</td>
<td>$964,822</td>
<td>$992,816</td>
<td>$1,021,631</td>
<td>$1,178,891</td>
<td>$1,360,630</td>
</tr>
</tbody>
</table>

## DEBT SERVICE

<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>Second Deed of Trust Annual Loan Payment</td>
<td>75,000</td>
<td>75,000</td>
<td>75,000</td>
<td>75,000</td>
<td>75,000</td>
<td>75,000</td>
<td>75,000</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>$150,300</td>
<td>$163,911</td>
<td>$177,548</td>
<td>$191,205</td>
<td>$204,874</td>
<td>$273,122</td>
<td>$340,362</td>
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<tr>
<td>CUMULATIVE NET CASH FLOW</td>
<td>$150,300</td>
<td>$314,211</td>
<td>$491,759</td>
<td>$682,964</td>
<td>$887,838</td>
<td>$2,082,828</td>
<td>$3,616,538</td>
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<tr>
<td>Debt Coverage Ratio</td>
<td>1.16</td>
<td>1.17</td>
<td>1.19</td>
<td>1.20</td>
<td>1.22</td>
<td>1.29</td>
<td>1.36</td>
</tr>
<tr>
<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 preliminary 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)(4) relating to Financial Feasibility)

---

signature, Authorized Representative, Construction or Permanent Lender

Sara Hale

Printed Name: Sara Hale

Phone: 721-299-7944

Email: Sara.Hale@AngeyBank.com

Date: 02-25-2020

signature, Authorized Representative, Syndicator

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 pro forma period should be attached to this exhibit.

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<td>$2,855,299</td>
</tr>
<tr>
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<td>($172,231)</td>
<td>($175,675)</td>
<td>($193,906)</td>
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<td></td>
<td></td>
<td></td>
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</tr>
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<td>$2,392,375</td>
<td>$2,641,152</td>
</tr>
</tbody>
</table>

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<tr>
<th>EXPENSES</th>
<th>YEAR 1</th>
<th>YEAR 2</th>
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<td>$33,304</td>
<td>$38,609</td>
<td>$44,758</td>
</tr>
<tr>
<td>Management Fee</td>
<td>$9,133</td>
<td>$9,971</td>
<td>$10,836</td>
<td>$11,745</td>
<td>$12,699</td>
<td>$14,723</td>
<td>$16,799</td>
</tr>
<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$143,000</td>
<td>$147,290</td>
<td>$151,709</td>
<td>$156,260</td>
<td>$160,948</td>
<td>$186,583</td>
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<tr>
<td>Repairs &amp; Maintenance</td>
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<td>$93,359</td>
<td>$96,160</td>
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<td>Reserve for Replacements</td>
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## DEBT SERVICE

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<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>
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<td>Other Annual Required Payment</td>
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<td>Other Annual Required Payment</td>
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<td>ANNUAL NET CASH FLOW</td>
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<td>Other (Describe)</td>
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<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

By signing below, I (we) are certifying that the above 15 Year pro formas, 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 §11.96(1)(1) relating to Financial Feasibility)

[Signature, Authorized Representative, Construction or Permanent Lender]

[Signature, Authorized Representative, Syndicator]

[Printed/Insured Name] [Date] [Phone: 727-567-8014] [Email: Gary.E.Robinson@raymondjames.com] [Date: 2/25/20]
Via: E-Mail

February 25, 2020

Mark Rogers
Eureka Holdings
603 W. 8th Street
Austin, Texas 78701

RE: Southlawn at Milby, Houston, TX – TDHCA #20100

Dear Mark,

The attached 15-year pro forma was prepared by 2020 Southlawn 90, LP for the Southlawn at Milby Apartments located in Houston, Texas. The pro forma is consistent with the unit rental rate assumptions, total operating expenses, net operating income, and debt service coverage based on Amegy Bank’s current underwriting parameters and consistent with the loan terms indicated in the term sheet and is preliminarily considered feasible, pending further diligence review. The debt service for each year maintains no less than a 1.15 debt coverage ratio.

We acknowledge all proposed sources of capital as represented on the Schedule of Sources and further evidence that recognition by signing the attached Sources of Capital.

Amegy Bank is aware the Southlawn at Milby Apartments is located in a county declared by FEMA to be eligible for individual assistance within three years preceding December 1, 2019, and therefore is expected to close on or before the last business day in November, 2020.

Additionally, Amegy Bank has performed a preliminary review of the credit worthiness of 2020 Southlawn 90, LP and Rene Campos. At this time Amegy Bank has no reservations with 2020 Southlawn 90, LP or any of the Principals. We anticipate no additional guarantors or financial strength will be needed to facilitate a loan to this borrower, other than those requirements disclosed herein.

Sincerely,

Sara Hale

office 281.297.7944   e-mail sara.hale@amegybank.com
Via: E-Mail

February 25, 2020

Mark Rogers  
Eureka Holdings  
603 W. 8th Street  
Austin, Texas 78701  

RE: Southlawn at Milby, Houston, TX – TDHCA #20100

Dear Mark,

Zions Bancorporation, N.A dba Amegy Bank ("Lender") is interested in providing financing for the Property, as described below. Based on our discussions and the information you have presented to us, I am pleased to present the following "Term Sheet" as a preliminary outline of financing for your consideration. In this regard, I present the following proposed loan terms for your consideration:

General Information

Borrower: 2020 Southlawn 90, LP, a to be formed single asset entity (the "Borrower").

Property: A 110 unit affordable multifamily rental housing project to be constructed on land located at 1810 Milby Street, Houston, Harris County, Texas 77003 (the "Property").

Purpose: To provide a “Mortgage Loan” for construction and permanent financing of a multifamily rental housing property and related facilities and improvements.

Security: A valid, first lien encumbering the Property along with an assignment of the plans, specs, equity contributions, leases, rents, architect/engineering contracts, construction contracts, licenses, permits, and other agreements.

Recourse: Full recourse to the Borrower. Rene Campos (the "Guarantor") must sign a full unconditional payment guaranty at closing and provide a completion guaranty.

Upon satisfying the requirements for Amortization Commencement, as outlined in this Term Sheet, the Mortgage Loan will convert to a non-recourse loan and the guaranty shall become limited to certain circumstances occurring, such as fraud, misrepresentation, environmental issues, bankruptcy, etc.
Loan Terms

Loan Amount:
The Mortgage Loan will be in an amount equal to the lesser of (a) $26,490,000 or (b) 80% of the Property’s appraised value, as completed (including the value of the tax credits), based upon Lender’s review of an approved third-party appraisal. The Mortgage Loan amount is based upon a total project cost of $38,923,618.

Permanent Loan Term Amount:
The “Permanent Loan Term Amount” is estimated to be $13,425,418. The Permanent Loan Term Amount may not exceed 80% of the Property's appraised value "as stabilized" assuming restricted rents based upon Lender's review of a third-party appraisal, with a minimum underwritten debt service coverage ratio of 1.15 to 1 at project completion and stabilization based upon an underwritten interest rate of 5.0% with a 35-year amortization.

Equity Investment:
$17,998,200 or such other amount acceptable by Lender, by tax credit investor who is acceptable to Lender. If at any time during the Loan Term Lender determines that the portion of the Loan Amount not yet advanced is insufficient to complete the remaining construction work due to an increase in the total project cost, Borrower will be required to contribute additional equity equal to the shortage prior to Lender advancing additional loan proceeds.

Equity installments will be used to fund development costs and/or pay down the Mortgage Loan to the Permanent Loan Term Amount.

Secondary Financing:
Borrower has committed to obtain secondary financing from the City of Houston ("COH") in the amount of $7,500,000 ("Secondary Loan"). All secondary financing shall be subordinate in all respects to the liens of the Lender.

No additional secondary financing shall be permitted without prior written consent of the Lender.

Interest Rate:
The Interest Rate on the Mortgage Loan is calculated by adding a base spread of 2.50% to the 30-day LIBOR rate adjusted monthly. (Currently, underwritten at a 5.00% rate)

The Interest Rate on the Permanent Loan Term Amount shall be fixed;

- at a rate equal to the 15-year Swap Rate plus 3.0%, which shall be set within 5 days of closing. (Currently, underwritten at a 5.50 % rate.)

Loan Term:
The term for the Mortgage Loan will be 20 years. (24 months construction period and 18 years permanent period).

At Borrower's option, subject to the terms of the Loan Agreement, the construction period may be extended for (6) six months upon the payment of a .25% extension fee based upon the outstanding principal.
balance of the Mortgage Loan on that date, and the full and complete satisfaction of certain other conditions as will be specified in the Loan Agreement.

**Loan Payments:**
Monthly payments for the Mortgage Loan will be interest only for the first 24 months, there after converting to principal and interest payments based upon a 35-year amortization period.

**Amortization Commencement:**
"Amortization Commencement" is the date that the Mortgage Loan begins amortization which occurs after (1) completion of the Project, (2) principal balance of the Mortgage Loan reduced to the Permanent Loan Term Amount, (3) Project occupancy of 90% for 90 days, (4) operating performance at a debt coverage ratio of no less than a 1.15 to 1 for 90 days and (5) satisfaction of the limited partnership requirements. Amortization Commencement is not to occur later than 24 months from loan closing. The debt coverage ratio calculation will include principal, interest, operating expenses, any and all taxes payable, insurance and replacement reserves, and use the actual rate locked at closing and a 35-year amortization.

**Construction Completion:**
Project construction must be completed within 15 months of loan closing.

**Construction Contract:**
Borrower must provide one or more, fixed cost: construction contract(s) for an aggregate cost consistent with the budget approved by Lender. Lender must approve the financial condition of the Contractor(s) to determine if any bonding will be required. Any lien rights of the Contractor(s) shall be subordinate to liens of the Lender.

If the Secondary Financing provided by the City of Houston requires the Contractor to provide a Payment and Performance Bond, Lender will request to be named on a dual obligee rider.

**Advances:**
Project costs will first be funded from the equity deposited with Lender (as it is funded) and second from the proceeds of the Secondary Loan (as it is funded according to its terms) and thirdly from the Mortgage Loan. None of the proceeds of the Mortgage Loan will be made available to Borrower unless and until the entire amount of the first equity payment has been deposited with Lender and disbursed to Borrower in accordance with the terms of the Loan Agreement.

Construction draws can be submitted for consideration by Lender on monthly basis. All advances are subject to the terms of the Loan Agreement and other loan documents which use percentage of completion with a 10% retainage (except for materials) for determining each advance. When the stage of construction is determined to be 90% complete, the retainage held will be reduced to 5%.

When the stage of construction is determined to be 50% complete, Borrower may request a release of retainage for the initial subcontractors whose work is complete. Borrower must provide to Lender a list detailing each subcontractor, the original contract amount and the retainage amount to be released. At the draw following the
release of retainage, the Borrower must supply a final lien waiver from each of the released subcontractors.

Developer Fees & Overhead: Developer fees and overhead may be paid based on a mutually agreed upon schedule between the Lender and the tax credit investors.

Inspections: An independent inspection firm will verify draw requests involving hard construction costs. The cost of the inspections will be paid for by the Borrower. Any testing reports that the Borrower receives during construction should be forwarded to Lender so these reports can be provided to Lender's inspecting engineer.

Prepayment: The Mortgage Loan may be prepaid at any time subject to a "Prepayment Penalty", which shall be based on the following:

1st - 5th Year of Mortgage Loan – 1%
6th Year of Mortgage Loan and thereafter – 0%.

Notwithstanding the foregoing, the Mortgage Loan balance may be reduced by up to 10%, without penalty, at time of Amortization Commencement.

Loan Closing Date: Amegy Bank is aware the Southlawn at Milby Apartments is located in a county declared by FEMA to be eligible for individual assistance within three years preceding December 01, 2019, and therefore is expected to close on or before the last business day in November, 2020 and we fully intend to work with the Applicant to meet this required deadline.

Funds and Accounts

Tax and Insurance Escrow: An escrow account will be required for real estate taxes, assessments and insurance premiums commencing the month following conversion.

Capital Improvement Reserve: The Lender will establish a designated escrow account for the Capital Improvements Reserve. Borrower shall make monthly deposits to said account in the amount of $2,750 per month for replacement items commencing the month following conversion.

Reserves: A Rent Up Reserve must be included in the development budget equal to $667,221. These funds may be drawn during the lease-up phase up until Amortization Commencement.

An Operating Reserve must be included in the development budget equal to $303,734 for future operating deficits after Amortization Commencement.

Deposits and Fees

Expense Deposit: An Expense Deposit is not required. However, Borrower agrees to pay for any Lender ordered third party reports, such as the appraisal.
Origination Fee: Borrower agrees to pay to Lender non-refundable "Origination Fees" in an amount equal to 1.0% of the Mortgage Loan amount and 1.0% of the Permanent Loan Amount at closing.

Legal Fees: Borrower agrees to pay Lender’s legal fees incurred in connection with the preparation and negotiation of the loan documents.

Broker Fees: It is Lender's understanding that no mortgage broker is involved in this transaction. No broker's fees will be paid by Lender or from any fees due Lender.

THIS TERM SHEET REFLECTS LENDER’S PRELIMINARY INTEREST IN EXPLORING THE POSSIBILITY OF A CREDIT ARRANGEMENT AND WILL NOT BE BINDING ON THE LENDER OR THE ADDRESSEE. The terms proposed herein are subject to revision at Lender’s discretion. Should Lender enter into a credit relationship with the borrower, documents may contain additional or different terms, covenants, and conditions. This term sheet may not be contradicted by evidence or any alleged oral agreement, may not be disclosed, and may not be relied upon for any purpose without Lender’s prior written consent.

This term sheet is provided as an outline of terms only and is not to be considered a commitment by Lender to lend at a contract rate of interest. Any commitment by Lender is subject to further due diligence, including but not limited to, the following:

- The receipt, review and acceptance of an appraisal to be commissioned by Lender,
- The receipt, review and acceptance of an environmental report for the project,
- Verification of the source of the Equity Investment,
- Verification of the source of the secondary financing,
- Evidence of permissive zoning, adequacy of parking, and flood zone determination,
- A review of the apartment market in Houston, Harris County, Texas,
- Acceptability of the financial condition, credit worthiness and references of the Borrower and each Guarantor with no material change in the information prior to closing, and
- Review and final approval by the loan committee of Lender.

Sara Hale

office 281.297.7944  e-mail sara.hale@amegybank.com
February 26, 2020

2020 Southlawn 90, LP
1108 Lavaca St, Suite 110-348
Austin TX 78701

Re: Partnership: 2020 Southlawn 90, LP
Property Name: Southlawn at Milby
City/State: Houston, TX

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. reserves the right to alter the terms of this investment to meet market conditions. Final terms and conditions will be set forth in definitive documents proposed by Raymond James Tax Credit Funds, Inc. If the changes are unacceptable, you shall have no obligation to execute definitive documents and this letter shall terminate on the Termination Date, or, if sooner, upon receipt of written notice of termination from you citing the change in terms as the reason for termination.

CURRENT ASSUMPTIONS:

I. DESCRIPTION OF THE PROJECT AND THE INVESTMENT.

A. Project:

1. New Construction
2. Family
3. Units: 110

B. Project Financial and Construction Start:

1. Equity, Debt, and Construction Contract Closing: November 30, 2020 (No later than)

C. Tax Credit Information:

1. Requested Credits: $2,000,000.
2. Assumed Partnership Annual Credits: $2,000,000
3. The RJTCF Fund’s Share of Partnership Annual Credits: 99.99%
4. Assumed the RJTCF Fund’s Annual Credits: $1,999,800.
5. DDA/QCT Adjustment: 130%
6. Applicable Fraction: 80%.
7. Applicable Percentage: 9%
8. First Credit Year: 2022.

D. Equity Investment:

1. Estimated $0.90 per dollar of the RJTCF Fund’s Credits (“Credit Price”), subject to market conditions and availability of funds.

2. The RJTCF Fund’s Estimated Total Capital: $17,998,200.
   Note that the RJTCF Fund’s estimated actual contributions are based on actual credits delivered. If actual RJTCF Fund Credits are less than the assumed amount, estimated capital contributions will be reduced by the shortfall times the Credit Price. If actual RJTCF Fund Credits are greater than the assumed amount ("Excess Credits"), then the RJTCF Fund estimated Capital Contributions will be increased by an amount equal to the Excess Credits times the Credit Price up to 105% of the Estimated Total Capital, unless such increase is attributable to an additional reservation of Credits. The RJTCF Fund will specify under which terms 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. 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 Capital Contributions:
   a. $1,799,820 (10%) at closing.
   b. $16,198,830 (90%) at Stabilized Operations ("Stabilization Capital Contribution").

   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.

   No syndication costs or fees will be paid by the partnership.

E. Developer and Development Fee:

1. Developer: 2020 Southlawn Developer, LLC and 2008 South San Antonio Park GP, LLC

2. Estimated Fee: $1,390,090.

3. Development Fee is currently estimated to be paid as follows:
   a. $280,000 at Closing.
   b. $1,110,090 at Stabilized Operations.

   If necessary, part of the development fee, not to exceed $400,000, 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. It is currently estimated that there will be a deferred development fee in the amount of $0.
F. Reserves:

1. Replacement Reserve: $33,000 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. An appropriate amount of Lease-up Reserves and Operating Reserves will be determined prior to closing and mutually agreed upon according to the definitive documents. In general, the reserve accounts shall be established with a lending institution, acceptable to the Limited Partner, and 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. All withdrawals from the Operating Reserve Account that would cause aggregate draws in any one fiscal year to exceed $10,000.00 shall be made only with the Consent of the Limited Partner, which shall not be unreasonably withheld, delayed or conditioned.

G. Obligations of General Partners:

1. General Partners: 2020 Southlawn GP, 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. Guaranties: Guaranties will be required by the General Partners and the Guarantors. Such guaranties will include, but are not limited to, a Completion Guaranty, Operating Deficit Guaranty, and a Tax Credit Guaranty. The requirements of the Guaranties will be provided in the Definitive Documents.

H. Obligations of the Guarantors:

1. Guarantors: The General Partner and Rene Campos (Subject to RJTCF approval)

2. Guarantors guarantee that the General Partners will perform all of their obligations under the partnership agreement, including, without limitation, guarantees, repurchase obligations and the obligation to make a capital contribution as and when required to pay deferred development fee.

I. Financing:

1. Construction Financing
   a. Lender: Amegy Bank
   b. Amount: up to $26,490,000.
   c. Rate: 5.00% (estimated).
   d. Terms: Interest only monthly payments.

2. Construction Financing
a. Lender: City of Houston CDBG-DR
b. Amount: $7,500,000.
c. Rate: 1.00% (estimated).

3. Permanent Financing - First Mortgage
   b. Lender: Amegy Bank
c. Funds at conversion.
d. Non-recourse.
e. Not tax-exempt bond financed.
f. Term (years): 20.
g. Amortization period (years): 35.
h. Interest rate: 5.50%.
i. Fixed.
   ii. Annual payment: (Not to exceed $914,743).
j. Prepayment provisions: None
j. Other provisions: None.

4. Permanent Financing – Second Mortgage
   a. Not to Exceed Amount: $7,500,000.
   b. Lender: City of Houston CDBG - DR
c. Funds at start of construction.
d. Non-recourse.
e. Not tax-exempt bond financed.
f. Term (years): 15.
g. Amortization period (years): N/A
h. Interest rate: 1.00%.
i. Fixed.
   ii. Annual payment: $75,000
i. Prepayment provisions: None
j. Other provisions: None.

J. 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. 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.
III. **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 ability of the RJTCF Fund and its investor members to request and obtain HUD 2530 approval in accordance with the electronic 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).

IV. **TERM**

The initial term of this Agreement shall be for a period of 9 months from the date of this letter, with a closing (Closing Date) no later than November 30, 2020, providing that either party may terminate this Agreement by giving the other party at least 30 days written notice and both parties can agree in writing to an extension. 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.

V. **ACCEPTANCE**

If these terms and conditions are acceptable to you, please sign and return one copy of this memorandum.

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 25 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 2,000 properties nationwide. We look forward to working with you.

[Signature on Next Page]
Sincerely,

Gary K. Robinson
Vice President - Director of Acquisitions
Raymond James Tax Credit Funds, Inc.
February 24, 2020

2020 Southlawn 90 LP
1108 Lavaca St., Suite 110-348
Austin, TX 78701

RE: Conditional Grant Commitment
TDHCA Application no. 20100
SOUTHLAWN AT MILBY

Dear: Mark Rogers

This letter represents the Housing and Community Development Department’s conditional grant commitment to support eligible pre-development costs for the above referenced property subject to the terms and conditions listed below. The City of Houston (“City”) affirms and attests that any funds herein committed were not first provided to the City by the applicant, the developer, consultant, related party, or any individual or entity acting on behalf of the proposed applicant.

1. APPLICANT: 2020 Southlawn 90 LP
2. TOTAL GRANT AMOUNT: $500
3. Source: Local TIRZ allocation
4. COMMITMENT CANCELLATION: This commitment shall be deemed cancelled and void upon the event of any of the following: a) withdrawal of the application by applicant, or b) upon TDHCA’s termination or cancellation, if any, of the application or subsequent tax credit award letter, or c) failure to receive a 2020 award of tax credits from TDHCA, or d) notification by this department of an award of CDBG DR-17 funds during its Round 2 NOFA.

Please indicate your acceptance and agreement with the above terms and conditions by executing this letter agreement below. Please return the original to me and keep a copy for your records. This commitment shall remain in effect for no more than 30 days from the above date unless it is accepted and fully executed by all parties within that 30-day period. Beyond that expiration date this commitment shall be null and void. This commitment shall not be transferable or assignable by the applicant or to any other party.
CITY OF HOUSTON
HOUSING & COMMUNITY DEVELOPMENT DEPARTMENT

Ray S. Miller
Assistant Director

ACCEPTED AND AGREED:
2020 Southlawn 90 LP

By: [Signature]    Date: 4/26/20
Name: Renee Campos
Title: Manager of The GP
February 26, 2020

2020 Southlawn 90 LP
1108 Lavaca St., Suite 110-348
Austin, TX 78701

Re: project

Attention: SOUTHLAWN AT MILBY

In response to your request for financing for your proposed development, SOUTHLAWN AT MILBY; we are pleased to provide you with this acknowledgement of receipt and disclosure of terms and conditions by the Housing and Community Development Department of the City of Houston (“the City”). This letter contains an outline of terms only. This letter does not represent a commitment by the City or create any obligation whatsoever on the City’s part as it has not received approval by city council.

ADDRESS: 1810-1900 Milby St., Houston, TX 77003

PURPOSE: To provide permanent term gap financing towards the new construction of a 110-unit multifamily development.

AMOUNT: The loan requested is $7,500,000.00.

LOAN TERM: The loan term will be for a 40-year period that will include a 24-month construction period.

PAYMENT TERMS: The loan will be payable with non-amortizating interest only payments to commence 24 months after closing, subject to available cash flow. A portion of the loan balance will payable in event of sale or cash out refinance, prior to maturity.

LOAN RATE: The rate will be equal to 1.0%.

The City will close the Notice of Funding Availability for its multifamily program on March 13th, 2020 and will make its recommendations for awards by June 1, 2020. Afterwards, the recommended applications will be underwritten and submitted for city council approval. The City is aware the applicant’s TDHCA Housing Tax Credit application has elected to close its financing by no later than November 30, 2020.

Sincerely,
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 1 OR 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:
   - No
     If attempting to score as a Qualified Nonprofit, Application is applying under the Nonprofit Set-Aside
   - Yes
     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
     The Qualified Nonprofit or certified HUB has some combination of ownership interest, cash flow from operations, and developer fee which taken together equal at least 50% and no less than 5% for any category.
     Ownership Interest: 40.000%
     Cash flow from operations: 5.000%
     Developer Fee: 5.000%
     Total: 50.000% (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.
- 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:
   - Yes
     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.
   - Yes
     A Nonprofit will participate in Development Services or provide onsite tenant services, and evidence from a state or federal source of the organization's nonprofit status is provided behind this Tab.
   - Yes
     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.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. Provided that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. Note: Any changes made to your company’s information may require the HUB Program to re-evaluate your company’s eligibility.

Please visit our website at http://comptroller.texas.gov/procurement/prog/hub/ and reference our publications (i.e. Grow Your Business pamphlet, HUB Brochure and Vendor Guide) providing additional information on state procurement resources that can increase your company’s chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Texas Historically Underutilized Business (HUB) Certificate

Certificate/VID Number: 1263296954400
File/Vendor Number: 62901
Approval Date: 15-JUN-2016
Scheduled Expiration Date: 15-JUN-2020

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

2008 SOUTH SAN ANTONIO PARK GP, 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 17-JAN-2020, 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, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB 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.

Statewide HUB Program
Statewide Procurement 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/tpasscmblsearch/index.jsp) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.
HUB Experience and Participation

The HUB for Southlawn at Milby is 2008 South San Antonio Park GP, LLC (the “HUB GP”) and the HUB GP is the General Partner of 2020 Southlawn 90, LP, the owner of the Property.

The HUB GP’s ultimate owner is Rene O. Campos. Mr. Campos founded Eureka Holdings in 2001 and has been active in the multifamily residential industry since 1990, involving tax credit properties, HUD HAP properties and market properties and involving extensive rehabilitations of existing properties and ground-up developments. Eureka currently owns, manages and operates more than 9,500 residential units valued at over $600 million. Prior to forming Eureka, Mr. Campos co-founded Hartex Property Group in 1991, where he was Managing Partner for more than 10 years before successfully selling the company in 2001. Hartex, acquired, operated and managed multifamily residential complexes including over 14,000 residential units valued at over $500 million.

As the ultimate owner of the HUB GP, Mr. Campos will materially participate in all aspects of the development and operation of the Property. He is and has been responsible for all development decisions regarding the Property, including hiring and overseeing the design, development, construction and management teams. He has and does make all final material decisions regarding development design, construction, materials, amenities, social services and all other important and critical aspects of the Property. Additionally, Mr. Campos is the personal guarantor or all development, interim and permanent loans and has invested significant dollars toward the development and success of the Property.
Tab 36 HUB Experience and Material Participation

The HUB for Southlawn at Milby is 2008 South San Antonio Park GP, LLC (the “HUB GP”) and the HUB GP is the General Partner of 2020 Southlawn 90, LP, the owner of the Property.

Experience in the Multifamily Industry
The HUB GP’s ultimate owner is Rene O. Campos. Mr. Campos founded Eureka Holdings in 2001 and has been active in the multifamily residential industry since 1990, involving tax credit properties, HUD HAP properties and market properties and involving extensive rehabilitation of existing properties and ground-up developments. Eureka currently owns, manages and operates more than 9,500 residential units valued at over $600 million. Prior to forming Eureka, Mr. Campos co-founded Hartex Property Group in 1991, where he was Managing Partner for more than 10 years before successfully selling the company in 2001. Hartex, acquired, operated and managed multifamily residential complexes including over 14,000 residential units valued at over $500 million.

Material Participation
As the ultimate owner of the HUB GP, Mr. Campos will materially participate in all aspects of the development and operation of the Property. He is and has been responsible for all development decisions regarding the Property, including hiring and overseeing the design, development, construction and management teams. He has and does make all final material decisions regarding development design, construction, materials, amenities, social services and all other important and critical aspects of the Property. Additionally, Mr. Campos is the personal guarantor or all development, interim and permanent loans and has invested significant dollars toward the development and success of the Property.
Eureka Multifamily Group is a group of committed professionals who have been successfully revitalizing affordable housing projects since 2001. The company owns and manages more than 7000 units across the United States, including over 4,300 low income housing units under LIHTC and HUD programs.

**Clean, safe, affordable housing for working class families and seniors**

Our experienced team identifies and acquires undervalued or undermanaged public and private sector housing. We renovate the properties, putting professional management teams in place to increase property value and community appeal. Our process changes underserved apartment complexes into thriving communities, supporting residents, agencies and investors.

**Repositioning and redevelopment of affordable and market value multifamily housing**

Eureka’s strategic capital investments, and our focus on operational efficiency, equip us to reposition existing properties as well as identify market conditions that will support redeveloping properties for a higher and better use of their locations.

**Investment opportunities, property development and property management**

In addition to providing rich opportunity for investment, our extensive multifamily residential background has also allowed us to serve as property asset and operation managers for conventional housing communities, and develop office, condominium and hotel properties as well.

**Our Team**

*Rene Campos, General Partner*

Mr. Campos founded Eureka Holdings in 2001, and has worked in the multifamily residential industry since 1990. In 1991, he co-founded Hartex Property Group, acquirer and manager of multifamily residential complexes, serving as Managing Partner for ten years before selling the company in 2001. Under his management, Hartex Property Group amassed a portfolio of more than 14,000 residential units, valued at over $500 million. Mr. Campos earned a B.B.A. in Marketing and International Business from the University of Texas and an M.B.A. from Harvard.

*Harris Block, Vice President of Acquisitions*

Mr. Block joined Eureka Holdings in 2002, and has been active in the multifamily and commercial real estate industries since 1985. He currently serves on the Board of Directors of the National Leased Housing Association and is a member of the National Multi-Housing Council. Mr. Block received his B.A. in Economics from University of Colorado, and his M.A. in Economics from Georgetown University.

*Michael Wallis, Vice President of Finance*

Mr. Wallis joined Eureka Holdings in 2001. He has worked in real estate for more than seventeen years with Eikon/Campos Properties, Inc., Heller Financial, Amresco, Texas American Bank, Republic Bank, and as Development Partner of Cencor Realty. He currently serves on the Board of Directors of the Dallas Area Habitat for Humanity. Mr. Wallis earned a B.A. in English and Education from Bethany College and an M.B.A. in Finance from the University of Kansas.
Stewart Grounds, Chief Financial Officer
Mr. Grounds has worked in the multifamily residential industry since 1987, and joined Eureka Multifamily Group in 2009. He was Regional Vice President of Operations for AIMCO as well as Regional Asset Manager for ProLogis, which, at the time, was the largest owner and operator of industrial warehouse distribution centers in the nation. Mr. Grounds began his career with Ernst & Young, and served as Controller for Fidinam Investment Consulting in Houston, a private investor in multifamily, commercial, and retail real estate. He received his B.A., with High Honors, in the Business Honors Program at the University of Texas.

Brent Bowen, Construction Manager
Mr. Bowen has been with Eureka since its founding. He worked with Rene Campos at Hartex Property Group as Senior Project Manager, and has managed more than $250 million in apartment renovations and new construction. He earned a B.B.A. from Louisiana State University.

Our partners
We work closely with both public agencies as well as private investors, building value in properties that provide affordable housing through project based housing assistance, project based voucher assistance and Low Income Housing Tax Credits.

Our HUD partners
- Fort Worth Regional Office
- Dallas Field Office
- Houston Field Office
- San Antonio Field Office
- Shreveport Field Office
- Jackson Field Office
- Oklahoma City Field Office
- Cleveland Field Office

State & Local Government agencies
- Texas Department of Housing & Community Affairs
- Southwest Housing
- Louisiana Housing Corporation
- Sabine Parish Housing
- Oklahoma Housing Finance Agency
- Jefferson County Assisted
- Dallas Housing Authority
- Central Texas Council of Governments
- Houston Housing Authority
- Ohio Assisted Housing Services Corporation
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 the 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:

- **X** The names and ownership percentages of all Persons having an ownership interest in the Development Owner, Developer, and/or Guarantor.
- **na** Nonprofit entities, public housing authorities, publicly traded corporations, individual board members and executive directors must be included in Organization charts.
- **na** 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 as 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.

Note that the percentage refers to the entity to which the Person is directly connected, not to the whole Development Owner.

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!
Southlawn at Milby Ownership Organizational Structure

2020 Southlawn 90, LP
Formed 12/20/19
EIN: 84-4109999

2020 Southlawn GP, LLC
Formed 12/19/19 – EIN: 84-4135211
General Partner
.01%

Rene Campos, Manager
60% Member
ability to exercise control

2008 South San Antonio Park GP, LLC
Formed 9/2/08 EIN: 26-3296954
40% Member

Rene Campos, Manager
100% Member

TBD
Investor Limited Partner
99.99%
Southlawn at Milby Developer Organizational Structure

2020 Southlawn Developer, LLC  
Formed 2/10/20 EIN: 84-4689086  
(Co-Developer: 95% developer fee)

Rene Campos, Manager  
100% Sole Owner

2008 South San Antonio Park GP, LLC  
(A Texas HUB)  
Formed 9/2/08 EIN: 26-3296954  
(Co-Developer: 5% developer fee)

Rene Campos, Manager  
100% Member
Southlawn at Milby Guarantor Organizational Structure

Rene Campos
List of Organizations and Principals
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.

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<tr>
<th>Org. 1</th>
<th>Organization Legal Name:</th>
<th>2020 Southlawn GP, LLC</th>
<th>Role/Title</th>
<th>General Partner</th>
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<td>Name(s) of Entities the Organization Owns or Controls:</td>
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<td>Previous TDHCA Experience?</td>
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<td>Phone:</td>
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<td>Ability to exercise Control over the Development?</td>
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<td>TDHCA Experience:</td>
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Previous Participation
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: 2020 Southlawn 90, LP
Email Address: mrogers972@gmail.com
City & State of Home Addr: Austin, Texas
Applicant Legal Name: 2020 Southlawn 90, 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.

   Add more rows to the form as needed.

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<th>Property City</th>
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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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<table>
<thead>
<tr>
<th>Person/Role:</th>
<th>2020 Southlawn 90 GP, LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Email Address:</td>
<td><a href="mailto:mrogers972@gmail.com">mrogers972@gmail.com</a></td>
</tr>
<tr>
<td>City &amp; State of Home Addr:</td>
<td>Austin, Texas</td>
</tr>
<tr>
<td>Applicant Legal Name:</td>
<td>2020 Southlawn 90, LP</td>
</tr>
</tbody>
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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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Add more rows to the form as needed.
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<table>
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<tbody>
<tr>
<td>Email Address:</td>
<td><a href="mailto:mrogers972@gmail.com">mrogers972@gmail.com</a></td>
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<tr>
<td>City &amp; State of Home Addr:</td>
<td>Austin, Texas</td>
</tr>
<tr>
<td>Applicant Legal Name:</td>
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</tbody>
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<td>na</td>
</tr>
</tbody>
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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.

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   Community Affairs:

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Other: |        |

Other: |        |
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**Person/Role:** Rene Campos

**Email Address:** mrogers972@gmail.com

**City & State of Home Addr:** Austin, Texas

**Applicant Legal Name:** 2020 Southlawn 90, LP

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<td>San Antonio</td>
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**Other:**

**Other:**

**Rene Campos**

**Email Address:** mrogers972@gmail.com

**City & State of Home Addr:** Austin, Texas

**Applicant Legal Name:** 2020 Southlawn 90, LP
Nonprofit Participation

NOT APPLICABLE
Nonprofit Supporting Documents

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>Contact Name</th>
<th>Phone</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
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<tbody>
<tr>
<td>2020 Southlawn Developer, LLC</td>
<td>(512) 606-2936</td>
<td>tbd</td>
<td>84-4689086</td>
</tr>
<tr>
<td>Mark Rogers</td>
<td></td>
<td><a href="mailto:mrogers972@gmail.com">mrogers972@gmail.com</a></td>
<td></td>
</tr>
</tbody>
</table>

Email: mrogers972@gmail.com

Certified Texas HUB? No

This is a direct or indirect, financial, or other interest with Applicant or other team members* Yes

## Housing General Contractor:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
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<td>Email</td>
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Certified Texas HUB? No

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## Infrastructure General Contractor:

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Certified Texas HUB? No

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## Cost Estimator:

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<td>Email</td>
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Certified Texas HUB? No

This is a direct or indirect, financial, or other interest with Applicant or other team members* No

## Architect:

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<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trahan Architects</td>
<td>(504) 522-9033</td>
<td><a href="mailto:trey@trahanarchitects.com">trey@trahanarchitects.com</a></td>
<td></td>
</tr>
<tr>
<td>Trey Trahan</td>
<td></td>
<td>rqstd</td>
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</table>

Email: trey@trahanarchitects.com

Certified Texas HUB? No

This is a direct or indirect, financial, or other interest with Applicant or other team members* No

2/24/2020
<table>
<thead>
<tr>
<th>Role</th>
<th>Name</th>
<th>Contact Name</th>
<th>Phone</th>
<th>Certified Texas HUB?</th>
<th>This is a direct or indirect, financial, or other interest with Applicant or other team members?</th>
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<tr>
<td>BGE, Inc.</td>
<td>Alix Boes</td>
<td></td>
<td>(281) 558-8700</td>
<td>No</td>
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<tr>
<td><a href="mailto:aboes@bgeinc.com">aboes@bgeinc.com</a></td>
<td>tbd</td>
<td></td>
<td>74-1817951</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td><strong>Market Analyst:</strong></td>
<td>Darrell Jack</td>
<td></td>
<td>(210) 520-0040</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td>Apartment Market Data LLC</td>
<td><a href="mailto:DJack@stic.net">DJack@stic.net</a></td>
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<td><strong>Appraiser:</strong></td>
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<tr>
<td><strong>Attorney:</strong></td>
<td>Cynthia Bast</td>
<td></td>
<td>(512) 305-4707</td>
<td>No</td>
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<tr>
<td>Locke Lord</td>
<td><a href="mailto:cbast@lockelord.com">cbast@lockelord.com</a></td>
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<tr>
<td><strong>Accountant:</strong></td>
<td>TBD</td>
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### Property Manager:

<table>
<thead>
<tr>
<th>Name</th>
<th>Phone</th>
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</thead>
<tbody>
<tr>
<td>Eureka Multifamily Group</td>
<td>(512) 461-8646</td>
</tr>
<tr>
<td><a href="mailto:jguerra@eurekamg.com">jguerra@eurekamg.com</a></td>
<td>01-0725190</td>
</tr>
</tbody>
</table>

- Certified Texas HUB?: **No**
- This is a direct or indirect, financial, or other interest with Applicant or other team members?: **Yes**

### Originator of Underwriter:

<table>
<thead>
<tr>
<th>Name</th>
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<tbody>
<tr>
<td>Amegy Bank</td>
<td>(281) 297-7944</td>
</tr>
<tr>
<td><a href="mailto:Sara.Hale@amegybank.com">Sara.Hale@amegybank.com</a></td>
<td>tbd 87-0189025</td>
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- Certified Texas HUB?: **No**
- This is a direct or indirect, financial, or other interest with Applicant or other team members?: **No**

### Bond Issuer:

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- Certified Texas HUB?: **No**
- This is a direct or indirect, financial, or other interest with Applicant or other team members?: **No**

### Syndicator:

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<tr>
<td>Raymond James Tax Credit Funds</td>
<td>(727) 567-5014</td>
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<tr>
<td><a href="mailto:Gary.K.Robinson@raymondjames.com">Gary.K.Robinson@raymondjames.com</a></td>
<td>59-2869297</td>
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- Certified Texas HUB?: **No**
- This is a direct or indirect, financial, or other interest with Applicant or other team members?: **No**

### Supportive Services Provider:

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- Certified Texas HUB?: **No**
- This is a direct or indirect, financial, or other interest with Applicant or other team members?: **No**

### Supportive Services Provider:

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- Certified Texas HUB?: **No**
- This is a direct or indirect, financial, or other interest with Applicant or other team members?: **No**

2/24/2020
<table>
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<tr>
<th>Contact Name</th>
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<tr>
<td>Sandra Anspe</td>
<td>(713) 426-4949</td>
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<tr>
<td>Structure Development</td>
<td>(512) 698-3369</td>
<td></td>
</tr>
<tr>
<td>Michael Marcon</td>
<td>(281) 580-8892</td>
<td></td>
</tr>
<tr>
<td>Michael Marcon</td>
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</tr>
<tr>
<td>Sarah Andre</td>
<td>(512) 698-3369</td>
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<tr>
<td>Sarah Andre</td>
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<tr>
<td><a href="mailto:Sara@structuretexas.com">Sara@structuretexas.com</a></td>
<td>tbd</td>
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<tr>
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</tr>
<tr>
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<td>(512) 698-3369</td>
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<td>Sarah Andre</td>
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<td>(512) 698-3369</td>
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| This is a direct or indirect, financial, or other interest with Applicant or other team members* | No |
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| This is a direct or indirect, financial, or other interest with Applicant or other team members* | No |
| This is a direct or indirect, financial, or other interest with Applicant or other team members* | No |
Tab 42 Development Team – Explanation of Relationships

The HUB for Southlawn at Milby is 2008 South San Antonio Park GP, LLC (the “HUB GP”) and the HUB GP is the General Partner of 2020 Southlawn 90, LP, the owner of the Property. Rene O. Campos is the owner of each of these entities. Mr. Campos also owns Eureka Holdings, including its management company. Finally, Mr. Campos is also the sole owner of the developer for the proposed project – 2020 Southlawn Developer, LLC.
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 121,324 net 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 3,841 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: __________________________
Signature

02.24.20
Date

Victor F. Trahan, III, FAIA
Printed Name

18211 - Texas
License Number and State

Trahan Architects, APAC
Firm Name (If applicable)
February 24, 2020

Ms. Margaret Holloway  
Texas Department of Housing and Community Affairs  
221 East 11th Street  
Austin, Texas 78701

RE: Southlawn at Milby, 20100, Texas Architect’s Accessibility Statement

Dear Ms. Holloway:

The development is comprised of two (2) apartment buildings with a total of 110 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

- Forty (40) one-bedroom, one-bathroom type units
- Seventeen (17) two-bedroom, two-bathroom type units
- Fifty-Three (53) three-bedroom, two-bathroom type units

MOBILITY UNITS – 6 units (5% of total units)

- Two (2) one-bedroom, one-bathroom type units
- One (1) two-bedroom, two-bathroom type unit
- Three (3) three-bedroom, two-bathroom type units

HEARING AND VISUAL IMPAIRMENT UNITS – 3 units (2% of total units)

- One (1) one-bedroom, one-bathroom type unit
- One (1) two-bedroom, two-bathroom type unit
- One (1) three-bedroom, two-bathroom type unit

PARKING – 112 total parking spaces

- 8 accessible parking spaces
- 104 standard parking spaces

Sincerely,

Victor F. “Trey” Trahan, III, FAIA  
Founder/CEO  
Trahan Architects, APAC  
(504) 522-9033
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 11, 2019

Mr. Rene Campos  
c/o Mark Rogers  
1108 Lavaca, Suite 110-348  
Austin, Texas 78701

RE: REQUEST FOR EXPERIENCE CERTIFICATE UNDER 2020 QUALIFIED ALLOCATION PLAN

Dear Mr. Campos:

We have reviewed your request for an experience certificate, which is provided to individuals that meet the requirements of §11.204(6) of the 2020 Qualified Allocation Plan. 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 §11.204(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

EBH
Applicant Credit Limit
Documentation and Certification
Applicant Credit Limit Documentation and Certification (Competitive HTC Only)

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>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>Rene Campos</td>
<td>No</td>
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<td>2.</td>
<td>2020 Southlawn Developer, LLC</td>
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<td>3.</td>
<td>2020 South San Antonio Park GP, LLC</td>
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<tr>
<td>4.</td>
<td>2020 Southlawn GP, LLC</td>
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<td>5.</td>
<td>2020 Southlawn 90, LP</td>
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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 b. above.

By: [Signature of Applicant]  February 12, 2020  Its: Managing Member

2/11/2020
Community Input
### Community Input Scoring Items

<table>
<thead>
<tr>
<th>TDHCA#</th>
<th>Self Score Total:</th>
<th>129</th>
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1. **Local Government Support - §11.9(d)(1)** - Only check the box if support documents are included in the Application.

   - Resolution(s) of either "no objection" or "support" is included behind this tab.**
     - Name of Local Government Body
       - City of Houston
     - Name of Local Government Body (if applicable)
     - ** Note that resolutions are due February 28, 2020
     - Points Requested 17

2. **Quantifiable Community Participation - §11.9(d)(4)**

   - Application expects to receive QCP points.
     - Points Requested 4
     - ** Note that QCP Packets are due February 28, 2020 and MAY NOT be submitted by the Applicant. Packets MUST be received from Neighborhood Organization!

3. **Input from State Representative - §11.9(d)(5)**

   - Letter of either support, neutrality, or opposition is included behind this tab.**
   - OR
     - Letter stating that no letter expressing support, neutrality, or opposition will be provided is included behind this tab.**
   - No letter from a State Representative is included behind this tab.
   - Points Requested
     - ** Note that if there is no Representative, both items will be scored as neutral. Letters are due February 28, 2020.

4. **Input from Community Organizations - §11.9(d)(6)**

   - Applicant has included one or more letters of support or opposition behind this tab.
   - Points Requested 4

A. **Connect Ministry**

   - Name of Community Organization
     - Denise Chinn-Caldwell
   - Contact Name
   - ** Support
   - ** Opposition

B. **No Sister Left Behind**

   - Name of Community Organization
     - Lynette Reddix
   - Contact Name
   - ** Support
   - ** Opposition

C. **The Lone Star Chapter of the National Hemophilia Foundation dba Lone Star Bleed**

   - Name of Community Organization
     - Allison Pohl
   - Contact Name
   - ** Support
   - ** Opposition

D. **Nehemiah Community Church**

   - Name of Community Organization
     - Gloria Russell
   - Contact Name
   - ** Support
   - ** Opposition

E. **Texas Southern University Baptist Student Ministry**

   - Name of Community Organization
     - Jamie Russell
   - Contact Name
   - ** Support
   - ** Opposition

F. **Name of Community Organization**

   - Contact Name
   - ** Support
   - ** Opposition

**Note that if there is no Representative, both items will be scored as neutral. Letters are due February 28, 2020.**

2/28/2020
City of Houston, Texas, Resolution No. 2020-__

A RESOLUTION CONFIRMING SUPPORT FOR THE PROPOSED DEVELOPMENT AS AFFORDABLE RENTAL HOUSING OF CERTAIN PROPERTIES, EACH LOCATED IN THE CITY OF HOUSTON, TEXAS, AND THE SUBMITTAL OF APPLICATIONS FOR HOUSING TAX CREDITS FOR SUCH DEVELOPMENTS; MAKING VARIOUS FINDINGS AND PROVISIONS RELATING TO THE SUBJECT.

* * *

WHEREAS, the City Council (the "City Council") of the City of Houston (the "City") finds that each of the entities whose name is listed in the column on Schedule I captioned "Applicant Name" (individually referred to as "Applicant") has proposed a development for affordable rental housing whose name and location are set forth beside the name of such Applicant in the columns on Schedule I captioned "Project Name" and "Project Address" (individually referred to as "Applicant's Project" with respect to the Applicant whose name is listed beside such information), each located in the City of Houston, Texas; and

WHEREAS, the City Council finds that each Applicant has advised that it has submitted or intends to submit an application, bearing the number set forth beside the name of such Applicant in the column on Schedule I captioned "TDHCA Number" (individually referred to as "Applicant's Application" with respect to the Applicant whose name is listed beside such TDHCA Number), to the Texas Department of Housing and Community Affairs for 2020 Competitive 9% Housing Tax Credits for the Development; and

WHEREAS, the City Council, as the governing body of the City, supports each Applicant's Project and the submittal of Applicant's Application related thereto; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HOUSTON:

Section 1. That the findings contained in the preamble of this Resolution are determined to be true and correct and are hereby adopted as a part of this Resolution.

Section 2. That the City Council hereby confirms that it supports each Applicant's Project and the submittal of Applicant's Application related to such project and that this formal action has been taken to put on record the opinion expressed herein.

Section 3. That this Resolution shall take effect immediately upon its passage and approval by the Mayor; however, in the event that the Mayor fails to sign this Resolution within five days after its passage and adoption, it shall take effect in accordance with Article VI, Section 6, Houston City Charter.
PASSED AND ADOPTED this 19th day of February, 2020.

Mayor of the City of Houston

Pursuant to Article VI, Section 6, Houston City Charter, the effective date of the foregoing Resolution is _____________________________.

Assistant City Secretary

(Prepared by Legal Dept. ____________) Senior Assistant City Attorney

(Requested by Tom McCasland, Director, Housing and Community Development Department)

<table>
<thead>
<tr>
<th>AYE</th>
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AYE | NO
---|---
MAYOR TURNER | COUNCIL MEMBERS
PECK | DAVIS
KAMIN | EVANS-SHABAZZ
MARTIN | THOMAS
TRAVIS | CISNEROS
GALLEGOS | POLLARD

REQUESTED PERSONAL BUSINESS: MARTHA CASTEX-TATUM

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<tr>
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<tbody>
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Caption Published in Daily Court Review Date: FEB 25 2020
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<td>Family</td>
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</table>
February 24, 2020

Mr. Bobby Wilkinson
Executive Director, Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, Texas 78701

RE: Southlawn at Milby, TDHCA Application 20100
1810 Milby Street; Houston, Texas 77003

Dear Mr. Wilkinson,

I received the Public Notification for Southlawn at Milby located at the above address located in Texas State House District 145.

I am pleased to lend my support to this Development which will serve the constituents in my District. If you have any questions please feel free to contact my Capitol office.

Sincerely,

Rep. Christina Morales
Texas House of Representatives
House District 145

Email: Christina.Morales@house.texas.gov
January 6, 2020

City of Houston Housing and Community Development Department
2100 Travis St – 9th Floor
Houston, TX 77002

RE: Southlawn at Milby, TDHCA Application #20100

To whom it may concern:

Please accept this letter in support of the aforementioned project. I am writing this letter to voice my support for Southlawn at Milby, a new affordable housing development to be located in the City of Houston at 1810 Milby.

Connect Ministry is a 501(c)(3) nonprofit organization that serves the Houston community by providing residents with life skills, educational skills, and community involvement. As an organization that regularly works within the area and has positive experience with this owner/developer and has a primary purpose of bettering the community, we believe that Southlawn will promote a high quality of life for the underserved citizens of Houston and Harris County.

Southlawn’s diligence to give their residence a better quality of life is evident in the attention placed on those that cannot fend for themselves, such as the elderly and children. Giving children pride in where they live affords them the confidence to strive in school and as future citizens that make positive contributions in the community.

Your careful consideration for this new project is greatly appreciated. We believe the impact will be evident in the development of its beneficiaries.

Please contact me for any questions or concerns.

Best Regards,

Denise Chinn-Caldwell
Founder
Connect Ministry
Denise-caldwell@att.net
281-804-3955
Exemption Verification Letter

Texas Comptroller of Public Accounts
Austin, TX 78774

February 06, 2020

CONNECT MINISTRY
5418 CHERIE CREST CT
HOUSTON, TX 77088-1276

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 12-01-2014
- Sales and use tax, as of 12-01-2014
  (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: 32055828357

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.
CONNECT MINISTRY

*Connect Ministry* is a 501(c)(3) nonprofit organization that serves the Houston community by providing residents with life skills, educational skills, and community involvement. As an organization that regularly works within the neediest parts of Houston, *Connect Ministry’s* primary purpose is to better the community. We strive to promote a higher quality of life for the underserved citizens of Houston and Harris County.

We focus our assistance to the elderly and children. *Connect Ministry* regularly provides children’s summer programs that include math skills, reading, computer classes, Bible study and field trips. Our goal is to give children pride in where they live, which affords them the confidence to strive in school and become future citizens that make positive contributions in the community.

Denise Chinn-Caldwell
Founder
*Connect Ministry*
Denise-caldwell@att.net
281-804-3955
February 14, 2020

Ms. Marni Holloway
Director of Multifamily Finance
Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, TX 78701

RE: Southlawn at Milby TDHCA #20100

Dear Ms. Holloway:

Please accept this letter in support of the aforementioned project. I am writing this letter to voice my support for Southlawn at Milby, an affordable housing development to be located approximately at 1900 Milby Street in Houston, Harris County, Texas.

No Sister Left Behind, is a 501(c)(3) non-profit organization that is active in the Houston community. We serve the community by providing various services to the underserved populations. As an organization that regularly works within the area and has a primary purpose of bettering the community that this development will serve, we believe that Southlawn at Milby will serve our clients well and will promote a high quality of life for the underserved citizens of Houston and Harris County.

If I can be of further help in this matter, please let me know. I can be reached at nosisterleftbehindfoundation@gmail.com. Thank you for your consideration.

Sincerely,

Lynette Reddix

Lynette Reddix
Founder/CEO
Direct: 832-488-8347
Date: SEP 29 2014

Employer Identification Number: 46-3576301
DLN: 17053196436004
Contact Person: CUSTOMER SERVICE
Contact Telephone Number: (877) 829-5500
Accounting Period Ending: December 31
Public Charity Status: 170(b)(1)(A)(i)
Form 990 Required: Yes
Effective Date of Exemption: September 5, 2013
Contribution Deductibility: Yes
Addendum Applies: No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

[Signature]

Tamera Rippender
Director, Exempt Organizations
Congratulations Michelle Obama on Grammy win!!! Your spoken words in Becoming are simply amazing.

Houston Black Heritage Festival
January 27 at 8:12 AM

Congratualtions 💖💖💖💖

NEWS.YAHOO.COM
Michelle Obama wins Grammy for best spoken word album

January 27 at 8:09 PM · January 27 at 8:12 AM ·

Michelle Obama wins Grammy for best spoken word album

NEWS.YAHOO.COM
Michelle Obama wins Grammy for best spoken word album

Mentoring and Speaker
Provide mentoring and empowerment services to young girls & wom…

Housing Placements and Referrals
Provide Housing placements, resources and referrals for Veteran Wo…
No Sister Left Behind Inc
@nosisterleftbehindinc

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See more of No Sister Left Behind Inc on Facebook

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or
Create New Account

THEBLACKDETOUR.COM | BY THE BLACK DETOUR
First Black woman to graduate from MIT with a Ph.D. in Nuclear Engineering

Like 15
2 Shares

No Sister Left Behind Inc is with Lynette Reddix.

December 19, 2019

Missed the Toy Drive in Richmond.
No worries..
Join me Tomorrow in Houston to drop off your toys, winter gear and sweaters. We will be distributing same day at South Lawn apartment residents, homeless community and Jam Source Runway & Magazine giveback.

#Nosisterleftbehind
#Bosswomenetwork...

See More

No Sister Left Behind Inc

December 16, 2019

Be sure to come out Tomorrow... and donate to our 3rd Annual Toy Drive.

No Sister Left Behind have adopted 10 Fort Bend families, 1 Richmond apartment complex to give our donated toys, bikes, and winter gear to our underserved communities.Unable to attend make a contribution via PayPal:
nosisterleftbehindfoundation@gmail.com.

December 19, 2019

Like
Comment
Share

No Sister Left Behind Inc

10960 Stancliff Road
Houston, Texas 77099
(832) 488-8347

Contact No Sister Left Behind Inc on Messenger

nosisterleftbehindfoundation.org

Nonprofit Organization

Page Transparency

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 - October 8, 2014

People

628 likes

Related Pages

NAACP - Missouri City & Vicinity...
Community Organization

BMB Publicity
Media/News Company

Lynette Reddix for Fort Bend Co...
Politician

Rosenberg CMHC INC
Mental Health Service

CASE - Citizens Advocating for ... Political Organization
No Sister Left Behind Inc
@nosisterleftbehindinc

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Reviews
Posts
Services
Create a Page

No Sister Left Behind Inc

December 12, 2019

No Sister Left Behind Inc is with Lynette Reddix.

It's almost here in 2 days ladies. Get your tickets to our upcoming "Self Care Brunch!!! I will be one of the speakers and helping to honor some amazing women around Fort Bend & Harris County to include Dr. Jonita Wallace Reynolds, Mayor Yolanda Ford and Kim Roxie. Expect to leave empowered and inspired for 2020.

1 Share

December 4, 2019

Join No Sister Left Behind for our 3rd Annual Toy & Winter Drive. This year we are joined with several other organizations in being a blessing. As a community you can be a blessing as well to our Fort Bend residents by dropping off wrapped or unwrapped girl/boy toys and winter gear. Items will be distributed to local underserved families in need. Unable to attend?? Make donations to PayPal: nosisterleftbehindfoundation@gmail.com.

See more of No Sister Left Behind Inc on Facebook
Upon Dec. 17th & 20th join No Sister Left Behind along with other local organizations for our annual Winter & Toy Drives. At the South Lawn Palms apartments and Fort Bend George Memorial Library. Let's be a blessing together ❤️. Looking for writeoff make a Donate to our cause via PayPal: nosisterleftbehindfoundation@gmail.com. Fort Bend residents needing assistance send an email to nosisterleftbehindfoundation@gmail:

1. Name
2. Address
3. Number of kids, gender
4. Winter gear needs (socks, gloves, coats, sweater sizes)
February 18, 2020

VIA EMAIL  Marni.Holloway@tdhca.state.tx.us  
Ms. Marni Holloway  
Director of Multifamily Finance  
Texas Department of Housing and Community Affairs  
221 East 11th Street  
Austin, TX 78701

RE: Southlawn at Milby TDHCA #20100

Dear Ms. Holloway:

Please accept this letter to voice the support of Joint Council for Super Neighborhood 64 & 88, Greater Eastwood, Lawndale & Wayside for Southlawn at Milby, an affordable housing development to be located approximately at 1810 and 1900 Milby Street in Houston, Harris County, Texas.

Super Neighborhood 64 & 88 is an area designated by the City of Houston where residents, civic organizations, institutions, and businesses work together to identify, plan, and set priorities. Part of our Joint Council includes Super Neighborhood 64, covering the Greater Eastwood area, is bound by Velasco Street to the west, the Galveston line of the Union Pacific Railroad to the north, the Houston East Belt line of the Union Pacific Railroad to the east, and Interstate 45 to the south.

As a community group that is active in the neighborhood, our Joint Super Neighborhood Council for Super Neighborhoods 64 & 88 endorses the development proposed as Southlawn at Milby. The new housing complex of Southlawn at Milby will contribute significantly to the revitalization of our neighborhood while not displacing any of our current residents. It will also remove a number of existing warehouse facilities that contribute to blight in our area.

As you know, our neighborhood is experiencing a period of transition, and it is our goal to support our neighbors and business owners by ensuring that they have the opportunity to live, work, and remain in a welcoming and high-quality community. We believe that the new residential buildings at this development will help replace some of our neighborhood’s older and underutilized structures, while also contributing to our affordable housing stock. Southlawn at Milby will bolster our community by joining the ranks of our neighborhood’s newest multifamily developments, EaDo Lofts and Fenix Estates, as an affordable housing option.

We have had the opportunity to meet with the development team through their public outreach event on January 29, 2020 and are confident that under their leadership, this development will serve our community well and will promote a high quality of life for the underserved citizens of Houston and Harris County. Our February 12, 2020 meeting of our Super Neighborhood Joint Council for 64 & 88 also focused on the issues of equitable housing in our area. If I can be of further help in this matter, please let me know. I can be reached at 713-501-5070 or acdinn@gmail.com. Thank you for your consideration.
Sincerely,

Amy Catherine Dinn
President
Super Neighborhood 64 & 88
acdinn@gmail.com
713-501-5070
February 27, 2020

Ms. Marni Holloway
Director of Multifamily Finance
Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, TX 78701

Southlawn at Milby TDHCA #20100

Dear Ms. Holloway:

Please accept this letter in support of the aforementioned project. I am writing this letter to voice my support for Southlawn at Milby, an affordable housing development to be located approximately at 1900 Milby Street in Houston, Harris County, Texas.

Lone Star Bleeding Disorders Foundation is a 501(c)(3) non-profit organization that is active in the Houston community. We serve the community by providing various services to those in need of the treatment and cure of hemophilia related bleeding disorders. As an organization that regularly works within the area and has a primary purpose of bettering the community that this development will serve, we believe that Southlawn at Milby will serve our clients well and will promote a high quality of life for the underserved citizens of Houston and Harris County.

If I can be of further help in this matter, please let me know.

Sincerely,

Allison Pohl

Allison Pohl
(713) 598-5669
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 27, 2020

THE LONE STAR CHAPTER OF THE NATIONAL HEMOPHILIA F
5600 NW CENTRAL DR STE 140
HOUSTON, TX 77092-2035

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 11-12-1991
- Sales and use tax, as of 11-12-1991

(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: 12373736524

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.
Helping to ensure that every South Texan living with a bleeding disorder has what they need to manage their condition successfully.

About Us
Mission
Staff & Board of Directors
Become A Member

Our Mission
The Lone Star Chapter of the National Hemophilia Foundation is dedicated to the treatment and the cure of hemophilia related bleeding disorders, complications of those disorders and their treatments, as well as improving the quality of life for all those affected through the promotion and support of research, advocacy, education, and other services.

The Lone Star Chapter of the National Hemophilia Foundation
5600 Northwest Central Dr., Suite 140
Houston, TX 77092
Phone: 713-686-6100
Fax: 832-383-4601

Website Sponsored by:

Pfizer Hemophilia
Our Programs

Visit Our Calendar of Upcoming Events!

The Lone Star Chapter provides programming for the bleeding disorders community of South Texas. We provide educational events for the general community, for those with hemophilia and von Willebrands, and specific programs for:

- Adult Men – Blood Brotherhood
- Women
- New Families
- Parents
- Spanish Speaking Families – Mano a Mano Siempre Unidos
- B Leaders Teens Program

The Lone Star Chapter of the National Hemophilia Foundation
5600 Northwest Central Dr., Suite 140
Houston, TX 77092
Phone: 713-686-6100
Fax: 832-383-4601

Website Sponsored by:

Pfizer Hemophilia
Helping to ensure that every South Texan living with a bleeding disorder has what they need to manage their condition successfully.

Events

- Black and Blue Casino Night
- Family Education Days
- Hemophilia Walk
- Texas Bleeding Disorders Conference
- Birdies, Bogeys, and Bleeders Top Golf Tournament

Upcoming Events

**March 2, 2020**

Heroes in the Hills Golf Tournament  
March 2, 2020 10:00 am  
Cimarron Hills Golf & Country Club, 200 E Cimarron Hills Trail, Georgetown, TX 78628

**March 15, 2020**

Blood Brotherhood Rodeo Event - Expecting the Unexpected: How to Prepare for Emergencies  
March 15, 2020 11:00 am  
Hilton Houston Plaza/Medical Center, 6633 Travis St, Houston, TX 77030

The Lone Star Chapter of the National Hemophilia Foundation

5600 Northwest Central Dr., Suite 140  
Houston, TX 77092  
Phone: 713-686-6100  
Fax: 832-383-4601

Website Sponsored by:
UNITE for Bleeding Disorders Walks

The Lone Star Chapter was one of five inaugural sites of the National Hemophilia Foundation’s Hemophilia Walk Program in 2008. It started in Houston, and has grown to Austin and the Valley. This year, we are excited to be a part of the UNITE for Bleeding Disorders Walk, for all bleeding disorders! It is a family-friendly day of fun, exhibits, games, photo booths, music, and more!

Because of the generous support of our sponsors and supporters since 2008, The Lone Star Chapter has:

- Raised awareness of bleeding disorders such as Hemophilia and von Willebrand Disease, hosting over 5,000 walkers, many of who have never heard of bleeding disorders
- Moved into spacious new office space
- Began programs specific to our Women/Girls, Teens, and Hispanic Community
- Make a $10,000 donation to the Judith Graham Pool Fellowship Program at the National Hemophilia Foundation, supporting researchers and doctors finding better treatments and a cure for bleeding disorders.

Join us at a Walk near you! Click the link below to learn how you can participate!

October 26 Hill Country Walk site
November 9 Houston Walk site
December 14 Valley Walk site

The Lone Star Chapter of the National Hemophilia Foundation

5600 Northwest Central Dr., Suite 140
Houston, TX 77092
Phone: 713-686-6100
Fax: 832-363-4691

Website Sponsored by:
February 26, 2020

Ms. Marni Holloway  
Director of Multifamily Finance  
Texas Department of Housing and Community Affairs  
221 East 11th Street  
Austin, TX 78701

RE: Southlawn at Milby TDHCA #20100

Dear Ms. Holloway:

Please accept this letter in support of the aforementioned project. I am writing this letter to voice my support for Southlawn at Milby, an affordable housing development to be located approximately at 1900 Milby Street in Houston, Harris County, Texas.

Nehemiah Community Church is a 501(c)(3) non-profit organization that is active in the Houston community. We serve the community by leading youth and adults into a life changing relationship with Jesus through outreach events and evangelistic activities. As an organization that regularly works within the area and has a primary purpose of bettering the community that this development will serve, we believe that Southlawn at Milby will serve our clients well and will promote a high quality of life for the underserved citizens of Houston and Harris County.

If I can be of further help in this matter, please let me know. I can be reached at 832-274-2746 or gmrussell@nehemiahcc.org. Thank you for your consideration.

Sincerely,

Gloria Russell

Gloria Russell  
Executive Ministry Coordinator  
832-274-2746  
gmrussell@nehemiahcc.org
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 28, 2020

NEHEMIAH COMMUNITY CHURCH
5110 RIDGE MANOR DR
HOUSTON, TX 77053-4440

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 11-26-2007
- Sales and use tax, as of 11-26-2007
  (provide Texas sales and use tax exemption certificate Form 01-339 (Back) to vendor)
- State portion of hotel occupancy tax, religious-affiliated as of 11-26-2007
  (provide Texas hotel occupancy tax exemption certificate Form 12-302 to vendor)

Texas taxpayer identification number: 32034199144

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.
Mission Statement:
To disciple the members of Nehemiah Community Church, so that they are equipped to impact individuals, families, and communities for God’s Kingdom.

Vision Statement:
To build a church that will be actively involved in leading youth and adults into a life changing relationship with Jesus Christ and becoming part of a growing community of Christians. We will authentically express our love for God and others through being obedient to His Word.

Romans 12:9-10 "Love must be sincere. Hate what is evil; cling to what is good. Be devoted to one another in love. Honor one another above yourselves."
"Him we proclaim, warning everyone and teaching everyone with all wisdom, that we may present everyone mature in Christ. For this I toil, struggling with all his energy that he powerfully works within me". Colossians 1:28-29

The Ministry Team
Elders & Deacons

Dr. Jamie Russell, Sr.
Teaching Elder

Herman Myles
Elder

Colton Hall
Deacon

Winston Burgess
Deacon

The Ministry Team
Ministry Coordinators

Richard Hamilton
Men's Ministry

Carl & Krystal Winn
Marriage & Family

Gloria Russell
Ministry Coordinator / Children

Regina Hamilton
Womens Ministry

The Ministry Team
Ministry Coordinators

Kerry & Kacee Oles
Outreach

Penelope Perry
Prayer / Women's Ministry

Richsonia Hamilton
Media

Bettye Wharton
Nutrition
Romans 12:9-10 "Love must be sincere. Hate what is evil; cling to what is good. Be devoted to one another in love. Honor one another above yourselves."
Tabata part1 (for beginner) - 4 min can burn 240 calories, 7 times better than jogging, you can do it anywhere anytime!

Eph. 2:8-9

Is Jesus God? There are many who don't believe this!

Matthew 7:13-14, The Only Way to Heaven: Human Achievement or Divine Accomplishment. Here, the Lord gives an invitation, There are two gates, the wide and the narrow; two ways, the broad and the narrow; two destinations, life and destruction; two groups of travelers, the many and the few. Both point to the Kingdom of God. Neither of these gates says hell, but one of them goes there.
February 26, 2020

Ms. Marni Holloway  
Director of Multifamily Finance  
Texas Department of Housing and Community Affairs  
221 East 11th Street  
Austin, TX 78701

RE: Southlawn at Milby TDHCA #20100

Dear Ms. Holloway:

Please accept this letter in support of the aforementioned project. I am writing this letter to voice my support for Southlawn at Milby, an affordable housing development to be located approximately at 1900 Milby Street in Houston, Harris County, Texas.

Texas Southern University Baptist Student Ministry is a 501(c)(3) non-profit organization that is active in the Houston community. We serve the community by mentoring and teaching character education classes to at risk children and youth. As an organization that regularly works within the area and has a primary purpose of bettering the community that this development will serve, we believe that Southlawn at Milby will serve our clients well and will promote a high quality of life for the underserved citizens of Houston and Harris County.

If I can be of further help in this matter, please let me know. I can be reached at 832-860-9945 or jamie.russell@texasbaptists.org. Thank you for your consideration.

Sincerely,

Jamie L. Russell

Dr. Jamie L. Russell, Sr.- Director  
Texas Southern University Baptist Student Ministry  
832-860-9945  
jamie.russell@texasbaptists.org
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 28, 2020

TEXAS SOUTHERN UNIVERSITY
3100 CLEBURNE ST RM HANNAH
HOUSTON, TX 77004-4598

According to the records of the Comptroller of Public Accounts, the following exemption(s) from Texas taxes apply to the above organization(s):

- **Sales and use tax, as of 09-01-1975**
  - (provide Texas sales and use tax exemption certificate Form 01-339 (Back) to vendor)
- **State portion of hotel occupancy tax, educational as of 09-01-1975**
  - (provide Texas hotel occupancy tax exemption certificate Form 12-302 to vendor)

Texas taxpayer identification number: 17460013919

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.
Want to Support the Ministry @ TSU? Donate by clicking the “DONATE” button below.

DONATE

Upcoming Events

No upcoming events

Latest Videos

Why BSM 2014 Shickerra
2275 views - 2 comments

You Do the Math!
3299 views - 0 comments

Our Guest Adolph Hitler
2271 views - 0 comments

Why I Hate Religion!
2105 views - 1 comment

Why Do We Need the BSM?

26% of students have no religious affiliation.
33% of 18-29 yr old believers attend church weekly.
5-10% of students are actively involved in church.
80% of BSM students move on to be church leaders upon graduation.
Provides a Christian alternative to the secular thrust.
Provides a place where student can express their faith in an otherwise hostile environment.
Touches lives that others wouldn’t or can’t.
Mark 10:45 “For even the Son of Man did not come to be served, but to serve, and to give His life a ransom for many.” ©2012
Mission

The mission is twofold: To help ourselves and other persons find their identity through a personal relationship with God and man. To achieve a full and purposeful life through collaboration with God in loving service to others.

"Bold Students in Ministry" The vision provides us with a picture of what the mission will look like as it is realized. We exist as an organization to glorify God on the campus of Texas Southern University by sharing Christ so students can know Him as personal Savior and Lord, becoming fruit bearing follows in both character change and reaching the lost. (Col. 1:28-29, Matt. 9:37-38, Matt. 28:19-20)
Texas Southern University

We meet twice a week.

Tuesday's we meet in the BSM Building at 3:30pm for our Leadership meeting. Our leadership meeting is held every other week.

Wednesday's we meet in the Student Center on the 2nd floor in room 237. This is a time to fellowship with other students on campus, discuss practical Christian Living, and other topics that challenge students in their Christian walk. Lunch is catered by TSU.

We look forward to meeting you! So, come out and see the work that the Lord is doing.

Address:
3601 Blodgett St.
Houston Texas 77004

Phone:
832-860-9945

Email address:
txsubsm@gmail.com

Map and Directions

Oops! Something went wrong.

This page didn't load Google Maps correctly. See the JavaScript console for technical details.

Get directions from your location:
Enter starting address

Mark 10:45 "For even the Son of Man did not come to be served, but to serve, and to give His life a ransom for many." ©2012
February 18, 2020

VIA EMAIL Marni.Holloway@tdhca.state.tx.us
Ms. Marni Holloway
Director of Multifamily Finance
Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, TX 78701

RE: Southlawn at Milby TDHCA #20100

Dear Ms. Holloway:

Please accept this letter to voice the support of Joint Council for Super Neighborhood 64 & 88, Greater Eastwood, Lawndale & Wayside for Southlawn at Milby, an affordable housing development to be located approximately at 1810 and 1900 Milby Street in Houston, Harris County, Texas.

Super Neighborhood 64 & 88 is an area designated by the City of Houston where residents, civic organizations, institutions, and businesses work together to identify, plan, and set priorities. Part of our Joint Council includes Super Neighborhood 64, covering the Greater Eastwood area, is bound by Velasco Street to the west, the Galveston line of the Union Pacific Railroad to the north, the Houston East Belt line of the Union Pacific Railroad to the east, and Interstate 45 to the south.

As a community group that is active in the neighborhood, our Joint Super Neighborhood Council for Super Neighborhoods 64 & 88 endorses the development proposed as Southlawn at Milby. The new housing complex of Southlawn at Milby will contribute significantly to the revitalization of our neighborhood while not displacing any of our current residents. It will also remove a number of existing warehouse facilities that contribute to blight in our area.

As you know, our neighborhood is experiencing a period of transition, and it is our goal to support our neighbors and business owners by ensuring that they have the opportunity to live, work, and remain in a welcoming and high-quality community. We believe that the new residential buildings at this development will help replace some of our neighborhood’s older and underutilized structures, while also contributing to our affordable housing stock. Southlawn at Milby will bolster our community by joining the ranks of our neighborhood’s newest multifamily developments, EaDo Lofts and Fenix Estates, as an affordable housing option.

We have had the opportunity to meet with the development team through their public outreach event on January 29, 2020 and are confident that under their leadership, this development will serve our community well and will promote a high quality of life for the underserved citizens of Houston and Harris County. Our February 12, 2020 meeting of our Super Neighborhood Joint Council for 64 & 88 also focused on the issues of equitable housing in our area. If I can be of further help in this matter, please let me know. I can be reached at 713-501-5070 or acdinn@gmail.com. Thank you for your consideration.
Sincerely,

Amy Catherine Dinn  
President  
Super Neighborhood 64 & 88  
acdinn@gmail.com  
713-501-5070
Required Third Party Reports
### 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 website, 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].

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1. Environmental Site Assessment (ESA) (All Multifamily Applications)</strong></td>
<td></td>
</tr>
<tr>
<td>Prepared by:</td>
<td>InControl Technologies</td>
</tr>
<tr>
<td>Date of Report:</td>
<td>2/20/2020</td>
</tr>
<tr>
<td></td>
<td>X Report recommends further studies or establishes environmental hazards that currently exist on the Property or off-site with the potential to affect the Property.</td>
</tr>
<tr>
<td></td>
<td>X 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.</td>
</tr>
<tr>
<td></td>
<td>Development is funded by USDA and is not required to supply an ESA.</td>
</tr>
</tbody>
</table>

| **2. Environmental Clearance (Direct Loan applications only)** |   |
|   | All Applications for Direct Loans awarded HOME, NHTF, or NSP1 PI 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: | Apartment Market Data LLC |
| Date of Report: | 4/1/2020 |
| Development Site Location: |   |
| Longitude: | -95.344457 |
| Latitude: | 29.737152 |

| **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: | BGE, Inc. |
| Date of Report: | 2/25/2020 |
Environmental Site Assessment Certification
TDHCA #20100 Southlawn at Milby

The Phase I Environmental Site Assessment was conducted by InControl Technologies on February 20, 2020. Based on findings in the report, InControl Technologies recommended that a Limited Phase II Environmental Site Assessment, a lead-based paint survey, installation of a passive vapor barrier, and a bulk asbestos survey be conducted.

We will allocate funds towards the recommended actions identified above and towards following any mitigation recommendations that come from these actions.

Rene Campos
Managing Member of the General Partner
2020 Southlawn 90, LP
Southlawn at Milby
1810 Milby Street  Houston, Texas 77004

Legend
- Site
- Custom Boundary
- Highways
- CENSUS TRACTS
- County Boundaries
- State Boundaries

Site Coordinates
Longitude/X: -95.344457
Latitude/Y: 29.737152

Miles

© 2019 Gadberry Group LLC. All Rights Reserved. Data Source: Pitney Bowes Software, Inc. Print Date: 13 February 2020
### MARKET ANALYSIS SUMMARY

<table>
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<th>Apartment MarketData, LLC</th>
<th>Date:</th>
<th>2/13/2020</th>
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<tbody>
<tr>
<td>Contact:</td>
<td>Darrell G Jack</td>
<td>Phone:</td>
<td>(210) 530-0040</td>
</tr>
<tr>
<td>Development:</td>
<td>Southlawn at Milby</td>
<td>Target Population:</td>
<td>General</td>
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<tr>
<td>Site Location:</td>
<td>1810 Milby Street</td>
<td>City:</td>
<td>Houston</td>
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<td>County:</td>
<td>Harris</td>
<td></td>
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<tr>
<td>Site Coordinates:</td>
<td>Latitude: 29.737152</td>
<td>Longitude: -95.344457</td>
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**Primary Market Area (PMA) page**

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**Square Miles:** 23.16
February 24, 2020

Mr. Brent Stewart  
Texas Dept. of Housing and Community Affairs  
221 East 11th Street  
Austin, Texas 78701

RE: Public Information Request

Greetings:

As part of the market studies produced for the 2020 9% LIHTC application round, Apartment MarketData, LLC (AMD) certifies that it has read and understands Department Rules specific to the report found in Section 11.303 of the Underwriting Rules and Guidelines. AMD acknowledges that the Texas Department of Housing and Community Affairs (the "Department") may publish this report on the Department’s website, release it in response to a request for public information, and make other use of the information as authorized by law.

Sincerely,

[Signature]

Darrell G Jack  
Market Analyst  
President
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 to break the tie.

<table>
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<tr>
<th>Is Site in Region 11 or 13?</th>
<th>No</th>
<th>Poverty Rate =</th>
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<table>
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<td></td>
<td></td>
</tr>
<tr>
<td>Poverty Rate is less than 32.0341.</td>
<td>No</td>
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<table>
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<th>Poverty Rate =</th>
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<tbody>
<tr>
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<td></td>
<td></td>
</tr>
<tr>
<td>Poverty Rate is less than 22.0341.</td>
<td>No</td>
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</table>

Rent Burden Rank = 3919 (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: -95.344457

Development Latitude: 29.737152

Target Population: General

Closest Development serving same Population: EaDo Lofts 77003

Application Number: 17188

Address: 3448 Coyle Street Houston, Texas

Year of Award: 2017
Deficiency Documents
Elizabeth - this has been received. We will start working on it.

Sarah Andre
Structure Development
1301 Chicon, Suite 101
Austin, TX 78702
512/698-3369

On Mon, Mar 23, 2020 at 10:30 AM Elizabeth Henderson <elizabeth.henderson@tdhca.state.tx.us> wrote:

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. Tab 20, At-Risk Set-Aside – Are the 90 RAD units coming from another development? If so, provide documentation of what units are being relocated to this site and the type of assistance that is currently covering those units. If there are no units being transferred, how does your site qualify for At-Risk?

2. Tab 22, Common Space – Is the common area measurement, on the second floor plan, the total for the entire building or just that floor. There were no measurements given on floors 3 and 4. Please clarify and adjust the plans as appropriate.

3. Tab 22, Accessible Route – I did not see where the accessible route was identified. Please indicate where the accessible routes are.

4. Tab 22, Accessible Units – Are there any accessible units on any other floor besides the second? None appeared to be marked on any of the other floors. Please clarify.

5. Tab 22, Building Plans – The unit count is not consistent with the Building/Unit Configuration and the Rent Schedule. The number of units on the unit plan comes to 168, with the fourth floor units not being labeled. Some of the third floor units were not labeled either. The drawings should match the exhibits listed. Adjust the exhibits and/or the drawings to make them consistent with one another.

6. Tab 22, Elevations – The exterior materials were given as “TBD”. This is not a useable answer, as it cannot be costed. Decide what your exterior materials will be and provide the percentage of each on your elevations.
7. Tab 23, Building/Unit Configuration Form – The bathroom count was left off of some of the units’ entries. Complete the form.

8. Tab 23, Unit Count vs Site Plan – If the updates to the Site Plan change the unit count, be sure to update this form to match, as well as the Rent Schedule.

9. Tab 31, City of Houston $500 – Where is the city’s $500 noted in the Application? I did not see it in the Schedule of Sources or on the Cost Schedule.

10. Tab 35, City of Houston Commitment ($7.5M) – The loan term on the Schedule of Sources says 15 years but the commitment indicates 40 years. Please clarify.

11. Tab 43, Accessible Parking – Your van spaces were not marked on the Site Plan. How many van spaces will you have or are all accessible spaces suitable for van usage?

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
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 March 30, 2020. Please respond to this email as confirmation of receipt.**

About TDHCA

The Texas Department of Housing and Community Affairs administers a number of state and federal programs through for-profit, nonprofit, and local government partnerships to strengthen communities through affordable housing development, home ownership opportunities, weatherization, and community-based services for Texans in need. For more information, including current funding opportunities and information on local providers, please visit [www.tdhca.state.tx.us](http://www.tdhca.state.tx.us).

_Elizabeth Henderson_

*Program Specialist III*

_Texas Department of Housing and Community Affairs_

221 E. 11th Street  |  Austin, TX 78701

Office: 512.463.9784  |  Fax: 512.475.0764

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)).
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(c)(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: 20100, Southlawn at Milby

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):
129
Score Awarded by TDHCA (Not including points for §11.9(c)(8) or (d)(1), (4), (5), (6) or (7) of the 2020 QAP):
129
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):
167

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, Tuesday, April 28, 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
Jeanna - Please see the remaining answers for this RFI below. Let me know if you need anything else and as always, confirm receipt.

1. Sarah, provide me the exact cost of the garage, this response is not clear:
   The "garage" (it is a podium) will be cast in place and have sprinklers. Piers may or may not be needed, we cannot make that determination until the soil borings are complete. Based on Houston soils, the likely answer is no. The cost of the garage is included in the concrete estimates for "Building Concrete" which totals $1,889,414.

   The cost for the podium and two elevator shafts is $1,796,363. Our architect, Conner Bryan of Trahan Architects worked with CORE, the General Contractor who did our estimates, to determine the cost.

2. What is the square footage of the podium? Per our architect, the podium is 92,266 square feet.

3. Provide the rent comp study as previously requested.
   - Uploaded and received by TDHCA on May 29, 2020.

4. As an FYI, you calculated applicable percentage based on units (80%), but based on square footage, it is 75.95%. This will cut total proceeds by $344k, but can be made up in deferred fee.
   - Understood - we missed 3 units when we did the calculation.

Sarah Andre
Structure Development
1301 Chicon, Suite 101
Austin, TX 78702
512/698-3369

On Fri, May 29, 2020 at 12:16 PM Jeanna Adams <jeanna.adams@tdhca.state.tx.us> wrote:

Good Afternoon,

I tried to reach out to both of you this morning to discuss, but was unable to reach you. Please respond to this 2nd RFI no later than 5pm on June 8th. If you could respond ASAP, it would be much appreciated as I am ready to submit this underwriting for review.

1. Sarah, provide me the exact cost of the garage, this response is not clear:
   The "garage" (it is a podium) will be cast in place and have sprinklers. Piers may or may not be needed, we cannot make that determination until the soil borings are complete. Based on Houston soils, the likely answer is no. The cost of the garage is included in the concrete estimates for "Building Concrete" which totals $1,889,414.

2. What is the square footage of the podium?

3. Provide the rent comp study as previously requested.

4. As an FYI, you calculated applicable percentage based on units (80%), but based on square footage, it is 75.95%. This will cut total proceeds by $344k, but can be made up in deferred fee.
1) Confirm both contract expirations, including any extensions.
Both contracts have been extended and now expire on September 15, 2020. Executed amendments are attached.

2 a) What will be located between the two podiums; can you drive between the two podiums?
Yes, one can drive between the two podiums (or beneath them). In addition to a driveway between the two podiums there is an electrical line, its easement and space for a green amenity area such as a soccer field or other landscaped area. The engineered site plan in the feasibility report shows these details more clearly.

2 b) the site plan does not include acreage, please provide updated site plan
2 c) The feasibility study states a 5 foot dedicated right of way may be required along the east side of Miller Street. If this is the case, what will the site acreage be? i.e., what acreage will be encumbered by the LURA? When will this be decided?
Please see the attached site plan with net acreage (less the ROW dedication) included. We anticipate that the entire site, less any dedication to ROW, will be contained in the LURA, meaning this acreage should be the LURA acreage. However, until the City of Houston accepts our site plan, the exact number may be subject to change.

2 d) The feasibility study states the City's 2020 detention rate will increase to possibly 0.65 acre feet; this would increase your detention requirement to 92k acre-ft/acre. Currently, the detention vault is planned for 71k. Will you be required to adhere to the increased (not yet established) 2020 requirement? How will you accommodate the increased detention on site? How much will it increase your costs?
The City of Houston has not yet made any changes to its requirements and the timeline for making these changes is unknown. The current detention design is for the current code. If the City does change its detention requirements, the civil engineer has confirmed that we can accommodate the increased area at the site. The engineer also estimates that this would cost an additional $400,000, if required. This amount can be absorbed through deferred developer fee, if required.

3 a) Please provide any Phase II reports on ground water samples and asbestos and lead based paint tests.
3 b) The ESA does not recommend a noise study, but the site is only 450 feet from I-45 and near a railroad track. Will you be doing a noise study? Are you not concerned that your inside noise levels may not meet HUD approved levels if a test is not done to determine if any building remediation needs to be incorporated?
A Phase II ESA has been completed and has been uploaded to the FTP server for this development. With regard to noise, the ESA provider obtained its estimates using the HUD DNL Calculator and determined that no further studies are needed. That calculation is enclosed.

4 a) Please provide a narrative on how you determined the voucher rents and market rents in the proforma.
4 b) When will a market comp study be completed?
4 c) Has HUD seen/addressed the high rents assumed in this application?
4 d) When do you expect to receive acknowledgment of these rents from HUD?
4 e) Why are the market rents so much lower than your assumed voucher rents?

An as-built preliminary Rent Comp study was used to determine the HAP rents. It has been uploaded to the FTP server. The study was designed to be HUD compliant. We will submit this study to HUD once an award of Tax Credits is imminent. HUD will approve the rents just before closing – generally not more than 30 days prior. We will need a conditional approval from HUD of the rents for the financial closing. Eureka Holdings was successful with this strategy at its Austin development, Lucero fka Oak Creek Village and chose its location in Houston with a similar process in mind. Market rents (not LIHTC rents) were kept at the LIHTC maximums in order to provide additional affordable housing that was non restricted and to be sensitive to the particular submarket that may choose to live in the proposed development.

5 a) Provide a letter from the management company stating the required percentage fee.
See the attached letter.

5 b) Provide detailed comps, narrative of how you calculated the WST and R&M expenses.
The developer looked at actual expenses from the existing Southlawn property (proposed to be moved to the application site) to develop these expenses. However, Southlawn is functionally obsolete and very energy inefficient and the landlord pays for water and sewer at this site. Therefore, the developer decided to reduce estimated expenses at the proposed development for water and sewer by roughly 50% total to come up with an estimate for the application. However, trash operations at the new development will be more expensive on a per unit basis because there are fewer units to spread the cost across, and the new more-dense project will have trash compactors which cost more to operate than dumpsters. The chart below shows how the current Southlawn development actual expenses compares to the application.

<table>
<thead>
<tr>
<th>Southlawn-existing</th>
<th>Annual /unit</th>
<th>% of Existing</th>
</tr>
</thead>
<tbody>
<tr>
<td>number of units</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water</td>
<td>96,440</td>
<td>398.51</td>
</tr>
<tr>
<td>Sewer</td>
<td>140,070</td>
<td>578.80</td>
</tr>
<tr>
<td>Trash</td>
<td>23,000</td>
<td>95.04</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Milby - Proposed Redevelopment</th>
<th>Annual /unit</th>
<th>% of Existing</th>
</tr>
</thead>
<tbody>
<tr>
<td>number of units</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water</td>
<td>25,000</td>
<td>227.27</td>
</tr>
<tr>
<td>Sewer</td>
<td>27,590</td>
<td>250.82</td>
</tr>
<tr>
<td>Trash</td>
<td>14,410</td>
<td>131.00</td>
</tr>
</tbody>
</table>

5 c) Provide an insurance quote.
See the attached letter.
6 a) Are there yards/fenced yards attached to some of the units, or is just common area planting against some of the buildings?
There are no yards or fenced areas attached to any units. The site plan depicts only Common area planting areas.

6 b) Confirm if the units have dishwashers, if the washer/dryers are provided, and where the water heaters are located in the units (just stated, don't need updated drawings).
Units will have dishwashers and washers and dryers. Water heaters are located behind the washer/dryer units which can be rolled away to access the water heater as necessary. The closet depth will accommodate all of these appliances.

6 c) Provide an idea of the finishes in the units and the common areas.
We have planned for units to have 42-inch cabinets and granite countertops. See the attached Scope of Work for more information on Finishes.

How much and where is the cost in devcost budget for:
7 a) asbestos remediation
7 b) lead based paint remediation
Asbestos and Lead remediation are included in the $200,000 figure for demolition of the existing warehouses. These are simple demolition jobs and will not be costly to complete in compliance with all regulations regarding asbestos and lead.

7 c) podium garage; is it poured in place, sprinkled? will you need to dig piers? have the contractor provide an estimated total cost for the garage
The "garage" (it is a podium) will be cast in place and have sprinklers. Piers may or may not be needed, we cannot make that determination until the soil borings are complete. Based on Houston soils, the likely answer is no. The cost of the garage is included in the concrete estimates for “Building Concrete” which totals $1,889,414.

7 d) cost of sidewalks on the podium, between the buildings
The Hardscape on the podium is the top of the cast in place podium, so there are no traditional sidewalks in this area. Costs in this area are for the is in the “softscape” or planted areas which will have to be built up.

7 e) actual cost of the detention vault...is the excavation included in this amount or is that in the rough grading amount?
Our civil engineer has confirmed that the detention amount of $1,300,000 includes the excavation costs and that excavation is NOT in the rough grading figure.

7 f) Is the berm fill dirt/dirtwork included in landscaping or rough grading?
These costs are included in the rough grading line item.

7 g) Where is/how much is the consultant fee?
The Consulting fee for Structure Development is based on a formula, depending on the developer fee and is therefore included in the total Developer Fee line item.
8. Have the contractor provide estimated costs for:
8 a) window package $864,634
8 b) roofing
8 c) type of hvac and if any additional cost over usual garden/wrap deals
All costs were developed with a GC, Core Construction. Windows were estimated at $783,511 (part of the windows and doors line item in the TDHCA application exhibit), roofing at $449,461 and HVAC at $1,781,351. The recommended HVAC system, per the project architect is ductless mini-splits.

8 d) Are the pod subfloors wood or concrete slab? if concrete, have contractor give estimate.
Subfloors will be wood.

8 e) Provide any additional extraordinary cost items involved in this project, items that I may not be able to see from the plans, or special design items that I would likely not be costing. This a very important piece for me being able to cost this unique build.
There are no extraordinary costs that we can think of other than the wood siding on the exteriors.

9 a) What is included in the $334k special construction line item?
This line item is made up of three things: $95,773 for testing services $46,405 for cleaning and $191,808 for security.

9 b) Only $134k for 4 elevators? Is there anything specific that make them cheaper (besides just 1 floor)?
Elevators will be typical hydraulic elevators and are lifting only one level. We used a rough estimate of $15,000 per floor. There are 4 elevators x 2 floors = 8 floors x $15,000 for a total of $120,000. The additional $14,000 was intended as a buffer. However, our architect recently received a hard bid on the same type of elevators for another project that came in at $186,000. One of these elevators is a more expensive service elevator, and the project architect stated that $75,000 elevator should be adequate, meaning our number is too low. The additional cost can be taken from the contingency, if required

10. Please explain/provide narrative on why there is no tenant relocation included for the current commercial tenants on the site.
Commercial tenants will not be on site when the developer acquires the site. Both tenants are required to vacate with a 60-day notice from the current landlord. Estoppel certificates verifying this were included in the application.
**SCOPE OF WORK**

Southlawn at Milby will include all the modern and full amenities that one would expect from a new, market rate multi-family development. The property will feature a podium style design with units in a cluster of buildings of 2 and 3 story on top of the podium deck. Additional features are subject to change, but currently include:

(i) **Safety:**
* Controlled gate access for entrance and exit areas
* Secured Entry features
* Twenty-four, seven days a week recorded camera system

(ii) **Health/Fitness/Play:**
* Furnished fitness center:
* Children’s playscape
* Splash pad

(iii) **Design/Landscaping:**
* Full perimeter fencing
* Community garden

(iv) **Community Resources:**
* Gazebo or covered seating pavilion
* Business center
* Furnished community room
* Community theater room
* WiFi coverage in Club House
* Bicycle parking
* Package Lockers
* Recycling service
* Self-cleaning ovens

(v) **Unit Features:**
* Nine foot ceilings
* Microwave ovens
* Self-cleaning ovens
* High speed internet service to all units
* Built-in shelving unit
* 48” upper kitchen cabinets
* Kitchen island
* Kitchen pantry
* Natural stone or quartz countertop in kitchen and bath
* Hard floor surfaces in over 50% of unit NRA
* Dishwashers

(vi) **Development Construction Features:**
* Covered parking
* Electric vehicle charging station
* Green Building Features

(vii) **Energy and Water Efficiency Features:**
* Energy star rated refrigerator with icemaker
* Energy star rated laundry equipment (washer and dryer)
* Recessed LED lighting
* Energy star rated ceiling fans
* EPA Watersense toilets
* EPA Watersense showerheads and faucets
* 15 SEER HVAC
Board Action
Public Comment
Commitment/Determination Notice
MFDL Award
Carryover