2020 Multifamily Uniform Application

REVISED January 23, 2020
2020 HTC Full Application

Part 1 Tab 1a

Application Certification

(Part 1 Tab 1b required for 4% Tax Exempt Bond Developments only)
2020 Multifamily Uniform Application Certification

**Development Name:** San Vito

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.

By: [Signature]

**San Vito, LLLP**

**Applicant Entity Name**

[Signature of Authorized Representative]

[Printed Name]

[Title]

Date: Feb 14, 2020

Sworn to and subscribed before me on the 14 day of February, 2020.

[Notary Public Signature]

[Notary Public, State of]

[County of]

My Commission Expires: 2/14/2020

Date

2/14/2020
Development Owner Certification, Acknowledgement, and Consent
### Certification, Acknowledgement, and Consent of Development Owner- 10 TAC §11.204(1)

**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):

<table>
<thead>
<tr>
<th>10 TAC §11.101(a)(2) - Undesirable Site Features.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Development Site is within 300 feet of a junkyard.</td>
</tr>
<tr>
<td>Development Site is within 300 feet of a solid waste facility.</td>
</tr>
<tr>
<td>Development Site is within 300 feet of a sexually-oriented business.</td>
</tr>
<tr>
<td>Development Site has buildings or recreational areas within 100 feet of overhead high voltage transmission lines.</td>
</tr>
<tr>
<td>Development Site is within 500 feet of active railroad tracks.</td>
</tr>
<tr>
<td>Development Site is within 500 feet of heavy industry.</td>
</tr>
<tr>
<td>Development Site is within 10 miles of a nuclear plant.</td>
</tr>
<tr>
<td>Development Site has buildings within accident potential zones or runway clear zones of any airport.</td>
</tr>
<tr>
<td>Development Site contains or is adjacent to an easement that contains pipelines which carry highly volatile liquids.</td>
</tr>
<tr>
<td>Development Site is within 2 miles of refineries capable of refining more than 100,000 barrels of oil per day.</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
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<tbody>
<tr>
<td>Insert NRF Report Packet behind this Tab.</td>
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</tbody>
</table>

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

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

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

(or any similar agreement resulting from negotiations regarding noncompliance)

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

Submit documentation regarding any disclosures behind this Tab.

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2/21/2020
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 §11.11(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.

_____ 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)

_ X _ The Development Owner certifies that the Development is not located in an area with any of the neighborhood risk factors described in §11.101(a)(3) of the Qualified Allocation Plan and that no disclosure is necessary;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Signature

Sally Gaskin

Printed Name

President

Title

Date

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

Before me, a notary public, on this day personally appeared Sally Gaskin, 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 14 day of February, 2020

(Seal)

ALICE MAY WOODS
Notary ID #132185671
My Commission Expires September 25, 2023

Notary Public/Signature
2020 HTC
Full Application

Part 1 Tab 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

Sally Gaskin
Printed Name

President
Title

Feb 14, 2020
Date

THE STATE OF Texas §
COUNTY OF Travis §

Before me, a notary public, on this day personally appeared Sally Gaskin, 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 19 day of February, 2020

(Seal)

ALICE MAY WOODS
Notary Public Signature

Notary ID #132183678
My Commission Expires September 25, 2023
Multifamily Direct Loan Certification

NA
Multifamily Direct Loan Certification is included behind this tab.

**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
   - **Name:** Sally Gaskin
   - **Phone:** (713) 882-3233
   - **Email:** Sally@sgivnetures.net
   - **Mailing Address:** 206 E. Live Oak Street, #D
     - Street: 206 E. Live Oak Street
     - City: Austin
     - State: TX
     - Zip: 78704

2. Second Contact
   - **Name:** Alyssa Carpenter
   - **Phone:** (512) 789-1295
   - **Email:** ajcarpen@gmail.com

3. Consultant Contact *(if applicable)*
   - **Name:** Alyssa Carpenter
   - **Phone:** (512) 789-1295
   - **Email:** ajcarpen@gmail.com
   - **Mailing Address:** 1305 E 6th, Ste 12
     - Street: 1305 E 6th
     - City: Austin
     - State: TX
     - Zip: 78702
## Competitive Housing Tax Credit Selection Self-Score-10 TAC §11.9

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

### Criteria Promoting Development of High Quality Housing

<table>
<thead>
<tr>
<th>Point Item Description</th>
<th>QAP Reference</th>
<th>Points Selected</th>
</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>
<td>2</td>
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</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>
<td>5</td>
</tr>
<tr>
<td>Residents with Special Housing Needs</td>
<td>§11.9(c)(6)</td>
<td>3</td>
</tr>
<tr>
<td>Proximity to Job Areas</td>
<td>§11.9(c)(7)</td>
<td>6</td>
</tr>
<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**: 58

### Criteria Promoting Community Support and Engagement

<table>
<thead>
<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></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>
<td></td>
</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

<table>
<thead>
<tr>
<th>Point Item Description</th>
<th>QAP Reference</th>
<th>Points Selected</th>
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<tbody>
<tr>
<td>Financial Feasibility</td>
<td>§11.9(e)(1)</td>
<td>26</td>
</tr>
<tr>
<td>Cost of Development per Square Foot</td>
<td>§11.9(e)(2)</td>
<td>12</td>
</tr>
<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>
<td>3</td>
</tr>
<tr>
<td>Extended Affordability</td>
<td>§11.9(e)(5)</td>
<td>4</td>
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<tr>
<td>Historic Preservation</td>
<td>§11.9(e)(6)</td>
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</tr>
<tr>
<td>Right of First Refusal</td>
<td>§11.9(e)(7)</td>
<td>1</td>
</tr>
<tr>
<td>Funding Request Amount</td>
<td>§11.9(e)(8)</td>
<td>1</td>
</tr>
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**Efficient Use of Limited Resources and Applicant Accountability Total**: 53

### Point Deductions

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

**Total Application Self Score**: 139

2/21/2020
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Full Application

Part 2 Tab 7

Site Information Form Part I
### Site Information Form Part I

#### 1. Development Address (All Programs)

<table>
<thead>
<tr>
<th>Address</th>
<th>City</th>
<th>ETJ?</th>
</tr>
</thead>
<tbody>
<tr>
<td>550 East John Carpenter Fwy</td>
<td>Irving</td>
<td>No</td>
</tr>
<tr>
<td>3</td>
<td>75062</td>
<td>Dallas</td>
</tr>
<tr>
<td>3</td>
<td>75062</td>
<td>Dallas</td>
</tr>
<tr>
<td>Urban</td>
<td>Rural/Urban</td>
<td></td>
</tr>
</tbody>
</table>

#### 2. Census Tract Information (All Programs)

<table>
<thead>
<tr>
<th>11-digit Census Tract Number</th>
<th>No Quartile</th>
<th>Median Household Income:</th>
<th>136125</th>
<th>Quartile:</th>
<th>1q</th>
</tr>
</thead>
<tbody>
<tr>
<td>48113014205</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### 3. Resolutions [Competitive HTC and Tax-Exempt Bonds, if applicable] [10 TAC §11.3]

- **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))

#### 4. 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 Development 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 Development Site is located in a county with a population that exceeds one million and is contiguous to or within 1,000 feet of the Development Site in the applicable three-year period.
- The Development Site is not located in a county with a population that exceeds one million and is contiguous to or within 1,000 feet of the Development Site in the applicable three-year period and has not been withdrawn or terminated, OR the Development Site is not located in a county with a population that exceeds one million and is contiguous to or within 1,000 feet of the Development Site in the applicable three-year period and has not been withdrawn or terminated.

#### 5. 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 Development 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 any other eligible Pre-application(s) serving the same Target Population.
- The Development Site is located in a county with a population less than one million and is contiguous to or within 1,000 feet of the site for the following eligible Pre-application(s) serving the same Target Population:

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

- The Application is 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:

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

| Development Site is appropriately zoned? | No | Zoning Designation: | S-P-2 (Generalized) for FWY (Freeway) |
|------------------------------------------|----|--------------------|
| Flood Zone Designation:                  | x  | 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): |

2/21/2020
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>
<th>2018</th>
<th>2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Farine Elementary School</td>
<td>K through 5</td>
<td>MS</td>
<td>A</td>
<td></td>
</tr>
<tr>
<td>Travis Middle School</td>
<td>6 through 8</td>
<td>MS</td>
<td>B</td>
<td></td>
</tr>
<tr>
<td>MacArthur High School</td>
<td>9 through 12</td>
<td>MS</td>
<td>B</td>
<td></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.

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Part 2 Tab 8

Supporting Documentation for
Site Information Form Part I
Supporting Documentation for the Site Information Form Part I

Maps:

- Street Map with Site Drawn and Identified
- Census Tract Map with Development Site Identified
- Evidence of Zoning and/or Evidence of Re-Zoning Process
- Evidence of Flood Zone Designation (FIRM or local government documentation)
- Information is included in the ESA.
- Information is included behind this tab.

Resolutions:

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

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

Farmland Designation

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

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

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

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.

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.
2020 HTC
Full Application

Part 2 Tab 8

Supporting Documents:
Street Map
2020 HTC
Full Application

Part 2 Tab 8

Supporting Documents:
Census Tract Map
Census Tract Map
San Vito

Source: https://www.huduser.gov/portal/sadda/sadda_qct.html
2020 HTC
Full Application

Part 2 Tab 8

Supporting Documents:
2x Per Capita Resolution/
1 Mile 3 Year Resolution/
30% HTC Resolution

NA
2020 HTC
Full Application

Part 2 Tab 8

Supporting Documents:
Evidence of Zoning
February 20, 2020

TDHCA
221 East 11th Street
Austin, TX 78701

RE: Zoning Change Application for site of proposed San Vito Development

To Whom It May Concern:

The above mentioned development, to be developed by San Vito, LLLP is in the process of seeking a zoning change. An application for a zoning change has been submitted for the site of the proposed San Vito development located at 500 W John W Carpenter Fwy.

The City of Irving has received a release agreeing to hold the political subdivision and all other parties harmless in the event that the appropriate zoning for the proposed San Vito development is denied.

Sincerely,

[Signature]
Application for:  
☐ Zoning Change  
☐ Zoning Change (SP1 or SP2)  
☐ Zoning Change (SP1-RAB)  
☐ Development Plan  
☐ TOD Detail Plan  
☐ CPA  
☐ Multifamily Concept Plan  
☐ Landscape Variance  
☐ Special Fence Plan  
☐ TOD Gen. Plan  
☐ TOD Detail Plan  
☐ Admin. Site Plan

For Office Use Only

Case No. ____________________
Date Submitted ____________
Amount Paid $ ____________
By _______________________

Application version 10-2019

Location of Request (address if applicable): 500 E John W Carpenter Fwy  
Area of Request (acres or sq. ft.): 2.9816 ac

Subdivision: SPIRE ADDITION  
Lot No.: 2  
Block No.: A

Request: To add S-P-2 Multi-family Use

Proposed Usage or Explanation of Request: Proposed multi-family

The following information to be supplied by the APPLICANT:

Name: Sally Gaskin  
Company: San Vito, LLLP  
Address: 5501-A Balcones Drive #302  
City: Austin  
State: TX  
Zip: 78731  
Telephone: 830-330-0762  
Fax:  
E-mail: 

I hereby accept responsibility for placing required number of "Zoning Change" or "Development Plan" signs on the subject property not less than ten (10) days prior to the Planning and Zoning Commission public hearing date and to maintain the sign(s) in full public view until final action on the application. I understand that failure to properly post and maintain the sign(s) will result in postponement of this request. I understand that these signs will be issued to me at a later date, and it is my responsibility to pick up the signs from the Planning Department office.

Signature of Applicant  
Print Name  
Date

The following information to be supplied by the AGENT OR PRIMARY CONTACT (if different from applicant):

Name:  
Company:  
Address:  
City:  
State:  
Zip:  
Telephone:  
Fax:  
E-mail: 

Signature of Agent/Contact  
Print Name  
Date

The following information to be supplied by the PROPERTY OWNER(S). Attach additional sheets if necessary.

Name: Harry Lake  
Company: 500 ELC LAND OWNER LLC  
Address: 500 E John W Carpenter Fwy Suite 450  
City: Irving  
State: TX  
Zip: 75062  
Telephone: 469-802-0084  
Fax:  
E-mail: hlake@koapartners.com

In lieu of representing this application myself as owner of the subject property, I hereby designate Sally Gaskin to act in the capacity of my agent for submittal, processing, representation and/or presentation of this request. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this request.

I hereby certify that I am legally authorized to sign this application on behalf of the owner of the property, and to designate the applicant and the agent to represent the owner in this application.

I understand that it is necessary for me or my authorized agent to be present at both the Planning and Zoning Commission public hearing and at the City Council public hearing if council action is necessary.

Signature of Property Owner/Authorized Representative  
Print Name

If the property is not legally platted, a field note description shall be provided and shall include the distance and bearing of the point of beginning from the nearest intersection of streets or roads.

Planning and Community Development Department
825 West Irving Blvd. • Irving, TX 75060 • 972.721.2424 • www.cityofirving.org
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Part 2 Tab 8

Supporting Documents:
Flood Zone Designation
FEMA Q3 Flood Data

The FEMA Q3 Flood data were developed by scanning the existing FIRM hardcopies that were generated in the mid 1980s. Most have never been updated. Only 133 out of 254 counties in Texas were mapped. The maps should be considered an advisory tool for general hazard awareness, education, and floodplain management.

- **Zones A, AE, AH, V and VE**
  Special Flood Hazard Areas subject to inundation by the 1% Annual Chance Flood Event. The 1% annual chance is also known as the 100-year flood or base flood and has a 1% chance of being equaled or exceeded in any given year.

- **Zone X500**
  Other Flood Areas - Areas of 0.2% (500-year) annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than less than 1 square mile; and areas protected by levees from 1% annual chance flood.

- **Zone X**
  Other Areas - Areas determined to be outside the 0.2% (500-year) annual chance floodplain.

- **Floodway**
  Floodway Areas in Zone AE - The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.

- **Zone D**
  Undetermined Risk Areas - Areas with possible but undetermined flood hazards. No flood hazard analysis has been conducted. Flood insurance rates are commensurate with the uncertainty of the flood risk.

- **Area Not Included**

---

Source: TNRIS

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2020 HTC
Full Application

Part 2 Tab 8

Supporting Documents:
Farmland Designation

NA
2020 HTC
Full Application

Part 2 Tab 8

Supporting Documents:
Direct Loan
Site and Neighborhood Standards

NA
2020 HTC
Full Application

Part 2 Tab 8

Supporting Documents:
Educational Quality
## Texas Education Agency

### 2019 Accountability Ratings Overall Summary

**FARINE EL (057912113) - IRVING ISD**

## Accountability Rating Summary

<table>
<thead>
<tr>
<th>Component</th>
<th>Score</th>
<th>Scaled Score</th>
<th>Rating</th>
</tr>
</thead>
<tbody>
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<td>Overall</td>
<td>90</td>
<td></td>
<td>A</td>
</tr>
<tr>
<td><strong>Student Achievement</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>STAAR Performance</td>
<td>79</td>
<td>79</td>
<td>C</td>
</tr>
<tr>
<td><strong>College, Career and Military Readiness</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Graduation Rate</td>
<td>52</td>
<td>79</td>
<td></td>
</tr>
<tr>
<td><strong>School Progress</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Academic Growth</td>
<td>80</td>
<td>88</td>
<td>B</td>
</tr>
<tr>
<td>Relative Performance (Eco Dis: 65.3%)</td>
<td>52</td>
<td>84</td>
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</tr>
<tr>
<td>Closing the Gaps</td>
<td>97</td>
<td>94</td>
<td>A</td>
</tr>
</tbody>
</table>

## Identification of Schools for Improvement

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

## Distinction Designations

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

## 2019 Accountability Ratings Overall Summary

**TRAVIS MIDDLE (057912043) - IRVING ISD**

### Accountability Rating Summary

<table>
<thead>
<tr>
<th>Component</th>
<th>Score</th>
<th>Scaled Score</th>
<th>Rating</th>
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</thead>
<tbody>
<tr>
<td>Overall</td>
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<tr>
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<tr>
<td>STAAR Performance</td>
<td></td>
<td>47</td>
<td>78</td>
</tr>
<tr>
<td>College, Career and Military Readiness</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Graduation Rate</td>
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<td>School Progress</td>
<td></td>
<td>85</td>
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<tr>
<td>Academic Growth</td>
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<tr>
<td>Relative Performance (Eco Dis: 68.2%)</td>
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<td>39</td>
<td>73</td>
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</table>

### Identification of Schools for Improvement

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

### Distinction Designations

- **ELA/Reading**
  - Earned
- **Mathematics**
  - 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
### MACARTHUR H S (057912003) - IRVING ISD

### Accountability Rating Summary

<table>
<thead>
<tr>
<th>Component</th>
<th>Score</th>
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</thead>
<tbody>
<tr>
<td><strong>Overall</strong></td>
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<td>85</td>
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<tr>
<td><strong>Student Achievement</strong></td>
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<tr>
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<tr>
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<tr>
<td>Academic Growth</td>
<td>78</td>
<td>88</td>
<td>B</td>
</tr>
<tr>
<td>Relative Performance (Eco Dis: 61.3%)</td>
<td>58</td>
<td>86</td>
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<td><strong>Closing the Gaps</strong></td>
<td>61</td>
<td>77</td>
<td>C</td>
</tr>
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### Identification of Schools for Improvement

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

### Distinction Designations

<table>
<thead>
<tr>
<th>Component</th>
<th>Rating</th>
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</thead>
<tbody>
<tr>
<td>ELA/Reading</td>
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<tr>
<td>Mathematics</td>
<td>Earned</td>
</tr>
<tr>
<td>Science</td>
<td>Not Earned</td>
</tr>
<tr>
<td>Social Studies</td>
<td>Earned</td>
</tr>
<tr>
<td>Comparative Academic Growth</td>
<td>Earned</td>
</tr>
<tr>
<td>Postsecondary Readiness</td>
<td>Earned</td>
</tr>
<tr>
<td>Comparative Closing the Gaps</td>
<td>Not Earned</td>
</tr>
</tbody>
</table>
Supporting Documents:
Waiver of Rules

NA
## 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.
- The census tract has a median household income rate in the two highest quartiles within the region (2 points).
- The census tract has a median household income in the third quartile within the region, and is contiguous to a census tract in the first or second quartile without physical barriers such as 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).

<table>
<thead>
<tr>
<th>Contiguous Census Tract #</th>
<th>Contiguous Tract Quartile</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>

- Development is Urban and Development Site is within the required radius 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.

### 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);

- Development is located entirely within a census tract that has a median household income rate in the two highest quartiles within the region (2 points).

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:

---

2/21/2020
(Note: Not eligible if application qualifies for Opportunity Index points)

**No** 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);

**No** 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);

**No** 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);

**Yes** 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 #** 48113014203

**Contiguous Census Tract #** 48113014204

**Contiguous Census Tract #** 48113014206

**No** 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);

**No** 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)

<table>
<thead>
<tr>
<th>Application is seeking points for Underserved Area.</th>
<th>Total Points Claimed:</th>
</tr>
</thead>
<tbody>
<tr>
<td>3. <strong>Proximity to Job Areas (Competitive HTC Applications Only) [10 TAC §11.9(c)(7)]</strong></td>
<td>![5]</td>
</tr>
<tr>
<td><strong>A. Proximity to the Urban Core</strong></td>
<td></td>
</tr>
<tr>
<td>Application is <strong>not</strong> in the At-Risk Set-Aside; <strong>AND</strong></td>
<td></td>
</tr>
<tr>
<td>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) <strong>OR</strong></td>
<td></td>
</tr>
<tr>
<td>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)</td>
<td></td>
</tr>
<tr>
<td><strong>B. Proximity to Jobs (select one)</strong></td>
<td></td>
</tr>
<tr>
<td>Application is <strong>not</strong> in the At-Risk or USDA Set-Aside; <strong>AND</strong></td>
<td></td>
</tr>
<tr>
<td>The Development is located within 1 mile of 16,500 jobs. (6 points)</td>
<td></td>
</tr>
<tr>
<td>The Development is located within 1 mile of 13,500 jobs. (5 points)</td>
<td></td>
</tr>
<tr>
<td>The Development is located within 1 mile of 10,500 jobs. (4 points)</td>
<td></td>
</tr>
<tr>
<td>The Development is located within 1 mile of 7,500 jobs. (3 points)</td>
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</tr>
<tr>
<td>The Development is located within 1 mile of 4,500 jobs. (2 points)</td>
<td></td>
</tr>
<tr>
<td>The Development is located within 1 mile of 2,000 jobs. (1 point)</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Application is seeking points for Proximity to Job Areas</th>
<th>Total Points Claimed:</th>
</tr>
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<tbody>
<tr>
<td>![6]</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Application is seeking points for Concerted Revitalization.</th>
<th>Total Points Claimed:</th>
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</thead>
<tbody>
<tr>
<td>![0]</td>
<td></td>
</tr>
</tbody>
</table>

2/21/2020
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)

<table>
<thead>
<tr>
<th>Application is seeking points for Declared Disaster Area.</th>
<th>Total Points Claimed:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>10</td>
</tr>
</tbody>
</table>

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.

<table>
<thead>
<tr>
<th>Application is seeking points for Readiness to Proceed.</th>
<th>Total Points Claimed:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>0</td>
</tr>
</tbody>
</table>

2/21/2020
2020 HTC
Full Application

Part 2 Tab 10

Supporting Documentation for
Site Information Form Part II
**Supporting Documentation for the Site Information Form Part II**

- **Opportunity Index (Competitive HTC and Direct Loan Only)**
  - Map with Development Site boundaries indicated, relative to census tract boundaries
  - Map with Development Site boundaries indicated, relative to census tract boundaries; and contiguous census tract with evidence of no physical barriers between the tracts
  - Map(s) of Community Assets with Development, radius, and each asset labeled
  - Distances are measured from the nearest boundary of the Development Site to the nearest boundary of the property or easement containing the facility, unless otherwise noted. All measurements include ingress/egress and any easements
  - For each amenity, supporting documentation to evidence how the amenity meets each requirement of the rules.
    - NOTE: Per the rule, regular and recurring substantive services provided by community, civic or service organization must be beyond exclusively congregational or member-affiliated activities. For this item, you must evidence the organization’s service activity in the community.
  - Print-out from DFPS website confirming daycare licensed to serve relevant age groups
    - [http://www.dfps.state.tx.us/Child_Care/Search_Texas_Child_Care/ppFacilitySearchDayCare.asp](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](https://www.neighborhoodscout.com)
  - Print-out from THECB website confirming accreditation of university or community
    - [http://www.txhighereddata.org/Interactive/Institutions.cfm](http://www.txhighereddata.org/Interactive/Institutions.cfm)
  - Evidence amenity is operational or has started site work (for instance: website postings, newspaper ads, etc.); evidence of costs or membership fees, age restrictions, as applicable

- **Evidence of Underserved Area (Competitive HTC and Direct Loan Only)**
  - For Colonia:
    - Evidence from Attorney General of Colonia boundaries; and
  - 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 Economically Distressed Areas:**

- **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](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)**
  - Map with the appropriate radius, City Hall location, and evidence of meetings regularly scheduled for City Council, City Commission, or similar governing body.

2/21/2020
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.

x 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.

n/a 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.

2/21/2020
2020 HTC
Full Application

Part 2 Tab 10

Supporting Documents:
Opportunity Index
San Vito
Opportunity Index

Census tract 48113014205 has a median household income within the two highest quartiles of the region with a poverty rate of less than 20%

<table>
<thead>
<tr>
<th>#</th>
<th>Name</th>
<th>Address</th>
<th>City</th>
<th>Zip</th>
<th>Distance (mi)</th>
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</thead>
<tbody>
<tr>
<td>V</td>
<td>Baylor Scott &amp; White Medical Center</td>
<td>1901 N MacArthur Blvd</td>
<td>Irving</td>
<td>75061</td>
<td>2.09</td>
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<tr>
<td>VI</td>
<td>Miss Bloomingdale’s Day Care</td>
<td>5100 Riverside Dr</td>
<td>Irving</td>
<td>75039</td>
<td>.45</td>
</tr>
<tr>
<td>IX</td>
<td>University of Dallas</td>
<td>1845 E Northgate Dr</td>
<td>Irving</td>
<td>75062</td>
<td>1.06</td>
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<tr>
<td>XI</td>
<td>Private Workout Gym</td>
<td>4835 N O’Connor Blvd Suite 140</td>
<td>Irving</td>
<td>75039</td>
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</tr>
<tr>
<td>XII</td>
<td>Woodhaven Park</td>
<td>300 Hanover Lane</td>
<td>Irving</td>
<td>75062</td>
<td>.79</td>
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<tr>
<td>XIV</td>
<td>VNA Meals on Wheels</td>
<td>Dallas County</td>
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</table>

<table>
<thead>
<tr>
<th>#</th>
<th>Name</th>
<th>Data</th>
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<tbody>
<tr>
<td>VII</td>
<td>Property Crime per 1,000</td>
<td>12.35</td>
</tr>
<tr>
<td>X</td>
<td>Rate of Associate Degree</td>
<td>71.45%</td>
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<tr>
<td>XV</td>
<td>Macarthur High School</td>
<td>B rating</td>
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Associates Degree:

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<th>Census Tract</th>
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<th>Estimate</th>
<th>Associates</th>
<th>Rate of Assoc degree</th>
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<td>37.14%</td>
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<td>48113014302</td>
<td>4162</td>
<td>908</td>
<td>21.70%</td>
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<td>48113014306</td>
<td>3506</td>
<td>615</td>
<td>17.54%</td>
</tr>
</tbody>
</table>
Census Tract Map
San Vito

Source: https://www.huduser.gov/portal/sadda/sadda_qct.html
Visit Us

Address
1901 N MacArthur Blvd
Irving, TX 75061
Directions

Tools & Resources

Our services are designed with you in mind so managing your healthcare needs is as simple as possible.

Parking
Dining Options
Gift Shops
Concierge Desks
ATMs
Spiritual Care
Visiting a Patient
MnSIRHealth

Parking
Free Parking on the Hospital Campus

- Parking in front of hospital
- Parking in front of MOB I and MOB II
- Parking at the Emergency Department
- Parking in the Visitors/Patients Parking Garage behind MOB II and Conference Center

Medical Services

Baylor Scott & White Health offers expertise and treatment options conveniently located near you.

Emergency Care
Endocrinology
Eye Care
Foot Care
Genetics
Heart and Vascular Care

Emergency Care
From chest pain to snake bites, you can count on us to provide you with quality emergency care 24 hours a day, seven days a week. If you are experiencing a medical emergency, call 911 immediately.
Our Programs

Full Day Program: available 6:30 a.m. to 6:15 p.m.
This program consists of preschool, kindergarten and elementary curriculum including music, computers, Spanish and art enrichment, morning snack, hot lunch, afternoon snack, nap time, plus free choice activities and centers in the afternoon. The academic program begins at 9:00 a.m. As research shows that free play is how children learn best, the afternoon program is equally critical to the children’s education. Teachers are engaged with the children making the most of every teachable moment. Free play centers are designed with best industry practices in mind.

Half Day Program: 8:30 a.m. to 12:30 p.m.
This program consists of preschool curriculum and enrichment classes from 9:00 a.m. to 11:45 a.m., a nutritious morning snack, hot lunch at noon and story time after lunch. Anything over 4 hours with lunch is considered a full day. No part-day program for children under 2 years old.

We also offer a unique Summer Camp Program for Elementary age students.

Miss Bloomingdale’s also offers swim lessons with a Red Cross Certified Swimming and Water Safety program for her students.

* Miss Bloomingdale’s has a full commercial-quality kitchen, our own certified cook and provides a nutritious, hot, home-cooked lunch, two healthy snacks, and an optional home-cooked style breakfast.
Operation Details

Operation Number: 406187
Operation Type: Licensed Center
Program Provided: Child Care Program
Operation/Caregiver Name: Miss Bloomingdales Academy
Location Address: 5100 RIVERSIDE DR
IRVING, TX 75039
Mailing Address: 5100 RIVERSIDE DR
IRVING, TX 75039
Phone Number: 972-869-9145
County: DALLAS
Website Address: missbloomingdales.com
Email Address: info@missbloomingdales.com
Administrator/Director Name: Jill Hickman
Type of Issuance: Full Permit
Issuance Date: 9/18/1991
Permit Renewal Due By Date: 9/18/2021
Accepts Child-Care Subsidies: No
Hours of Operation: 06:30 AM-06:15 PM
Days of Operation: Monday - Friday
Total Capacity: 284
Licensed to Serve Ages: Infant, Toddler, Pre-Kindergarten, School
Total Capacity: 284
Number Of Admin Penalties: 1
Corrective Action: No
Adverse Action: No
Temporarily Closed: No

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:
  - 14 - Inspections
  - 0 - Assessments
  - 4 - Self Reported Incidents
  - 1 - 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.

  Click on the number of deficiencies to see additional details.

Five Year Compliance Summary

- During the last five years, 3186 standards were evaluated for compliance at this operation.

- Of the standards evaluated 8 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:
  - 3 were weighted as High
  - 2 were weighted as Medium - High
  - 2 were weighted as Medium
  - 1 was weighted as Medium - Low
  - 0 were weighted as Low

  Click on the weight to see additional details about each deficiency.
Undergraduate programs in the arts, humanities, sciences and business.

From art to computer science, from biology to the classics, from drama to theology, the University of Dallas offers a wide variety of rigorous academic programs designed around the ideals of a liberal education. The foundation of our undergraduate academic program is the Core curriculum, a series of 19 courses in philosophy, history, literature, science, theology, mathematics, politics, economics, language and fine arts taken by all undergraduates. A main feature of the Core is its focus on primary texts. In reading the greatest thinkers of Western civilization, students maintain a dialogue with the past that helps them understand the world in which they live today.

### Academic Majors, Concentrations & Programs

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<tr>
<th>PROGRAM</th>
<th>B.A.</th>
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**UPCOMING EVENTS**

- **Spring Rome**
  - Students Depart (tentative)
  - Location: Cardinal Farrell Hall
  - Date: Jan 17

- **Sheumaker Rome**
  - Scholarship Endowment Ceremony
  - Location: Haggar Art Village
  - Date: Jan 17
University of Dallas Announces 2020 Gupta Hall of Fame Inductees

The University of Dallas’ Satish and Yasmin Gupta College of Business is honored to announce its 2020 Hall of Fame inductees, including Gall Warrior Suchy, MBA ‘99, CEO of CASPR Group; Michael Stedman Wyatt, MBA ‘91, executive managing director at Cushman & Wakefield of Texas; and John L. Zogg, Jr., MBA ‘92, managing director at Crescent Real Estate LLC. New Gupta Hall of Fame members will be inducted during the annual award ceremony on Friday, Jan. 24, 2020, from 6-8 p.m.
### Independent Universities

**Download the Excel Version**

<table>
<thead>
<tr>
<th>Institution</th>
<th>Administrative Officer</th>
<th>Main Telephone</th>
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<tbody>
<tr>
<td>Abilene Christian University</td>
<td>Phil Schubert</td>
<td>(325) 674-2412</td>
</tr>
<tr>
<td>Abilene</td>
<td>President</td>
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</tr>
<tr>
<td>Amberton University</td>
<td>Melinda Reagan</td>
<td>(972) 279-6511</td>
</tr>
<tr>
<td>1700 Eastgate Drive</td>
<td>President</td>
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<tr>
<td>Garland, TX 75041</td>
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<tr>
<td>Austin College</td>
<td>Marjorie Hass</td>
<td>(903) 813-3001</td>
</tr>
<tr>
<td>900 N Grand Avenue</td>
<td>President</td>
<td></td>
</tr>
<tr>
<td>Sherman, TX 75090</td>
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<tr>
<td>Baylor University</td>
<td>Judge Ken Starr</td>
<td>(254) 710-3555</td>
</tr>
<tr>
<td>One Bear Place, #97056</td>
<td>Chancellor/President</td>
<td></td>
</tr>
<tr>
<td>Waco, TX 76798-9056</td>
<td></td>
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<tr>
<td>Concordia University, Texas</td>
<td>Thomas Cedel</td>
<td>(512) 313-3000</td>
</tr>
<tr>
<td>11400 Concordia University Drive</td>
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<tr>
<td>Austin, TX 78726</td>
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<tr>
<td>Dallas Baptist University</td>
<td>Adam C. Wright</td>
<td>(214) 333-5130</td>
</tr>
<tr>
<td>3000 Mountain Creek Parkway</td>
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<tr>
<td>Dallas, TX 75211</td>
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<tr>
<td>East Texas Baptist University</td>
<td>Lawrence Ressler</td>
<td>(903) 923-2222</td>
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<tr>
<td>One Tiger Drive</td>
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<tr>
<td>Marshall, TX 75670</td>
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<tr>
<td>Hardin-Simmons University</td>
<td>Lanny Hall</td>
<td>(325) 670-1226</td>
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<tr>
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<tr>
<td>Houston Baptist University</td>
<td>Robert Sloan, Jr.</td>
<td>(281) 649-3450</td>
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<tr>
<td>7502 Fondren Road</td>
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<tr>
<td>Houston, TX 77074</td>
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<td>Howard Payne University</td>
<td>William (Bill) Ellis</td>
<td>(325) 649-8000</td>
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<td>1000 Fisk Street</td>
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<tr>
<td>Brownwood, TX 76801</td>
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<td>Huston-Tillotson University</td>
<td>Dr. Colette Pierce Burnette</td>
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<tr>
<td>Jarvis Christian College</td>
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<tr>
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<tr>
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<tr>
<td>Lubbock Christian University</td>
<td>L. Tim Perrin</td>
<td>(806) 720-7127</td>
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<td>5601 18th Street</td>
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<tr>
<td>McMurry University</td>
<td>Sandra Harper</td>
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<tr>
<td>1400 Sylveste Blvd</td>
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<tr>
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<tr>
<td>Our Lady of the Lake University of San Antonio</td>
<td>Jane Ann Slater</td>
<td>(210) 431-3950</td>
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<tr>
<td>411 S W. 24th Street</td>
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<td>San Antonio, TX 78207</td>
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<tr>
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<tr>
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<td>2100 Memorial Boulevard</td>
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<tr>
<td>South Texas College of Law Houston</td>
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<td>Kermit S. Bridges</td>
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<tr>
<td>Southwestern Christian College</td>
<td>Jack Evans</td>
<td>(972) 524-3341</td>
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<td>Edward B. Burger</td>
<td>(512) 863-1454</td>
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<td>St. Edward's University</td>
<td>George Martin</td>
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<td>(817) 257-7783</td>
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<td>Randy O’Rear</td>
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<td>University of St. Thomas</td>
<td>Robert Ivery</td>
<td>(713) 525-2160</td>
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<td>Louis Agnese, Jr.</td>
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<td>Wiley College</td>
<td>Herman J. Felton, Jr.</td>
<td>(903) 927-3200</td>
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</table>
LAS COLINAS 972-870-0123
NOW HIRING!

HEAD TRAINER

Muscle Loss causes Fat

Why not START?

CONTACT US
Internet SPECIALS

BOOK APPOINTMENT

http://privateworkout.com/id89.html
PRIVATE WORKOUT LAS COLINAS
972-870-0123
Please book your first appointment online
4835 N. O'Connor Blvd Suite 140
Irving, Texas 75039

<table>
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<th>Our Hours</th>
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<tr>
<td>Monday - Thursday</td>
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<td>Friday</td>
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<td>Lunch Hour</td>
<td>2 pm - 3:00 pm</td>
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<td>Saturday</td>
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#results will vary depending your weight, adherence, effort level, and attendance

INFO ON PLANS     214-415-3773
OFFICE                  214-632-3270 Monday - Friday 3 - 5pm
EMAIL us above under CONTACT US for fastest reply

PLANO                        4701 W. Park Blvd #204 Plano, Texas 75093 972-985-5500
DALLAS                      5400 E. Mockingbird Lane #213, Dallas, Texas 75205 214-515-5517
IRVING                       4835 N. O'Connor #120, Irving, Texas 75039 972-870-0123
FLOWER MOUND              1221 Flower Mound Rd #140, Flower Mound, Texas 75028 972-821-7162

HOURS:   MON -  THURS 8AM - 8:30PM   FRI 8AM - 7PM   SAT 8AM - 2PM
CLASSES/BOOT CAMPS RUN EVERY 15 MINUTES UNTIL 30 MIN BEFORE CLOSING

EMAIL questions to office for fastest reply
MEMBERSHIPS

Jessica went from 42% body fat to 22% in just over 9 mos

#results will vary depending your weight, adherence, effort level, and attendance

Web special....Fitness Race 99
$199 down $29 per month
for 99 workouts then $3.69/mo-to-mo

Your Choice:
1) Finish the Race and we will REFUND your $199 membership fee!
2) Agree to pay the $199 membership fee when you cancel, and we will WAIVE it if you finish the Race!

It's a CARDIO RESISTANCE WORKOUT that can get you in shape fast! This is a 28 minute workout program designed by personal trainers certified by the Cooper Institute. It is a full body workout that is a combination of cardio and strength training. It can get your heart rate up to 155 bpm, restore lost muscle and tone over time, and burn up to 600 calories (compared to running which burns around 200 calories). We have seen results up to 7 times faster than working with a personal trainer!# There is NO RISK! If you complete your first workout and don't like it, you get a full refund before you leave the building!

COME DO IT! Questions? 214-415-3773

HOW IT WORKS:

1) Click on the "Buy now" button and pay just $20 to reserve your spot, the first and last months dues will be charged on your first appointment plus the membership fee, if you choose to pay it upon enrollment.

2) Please book an appointment online under "Book Appointments"

   In this 90 minute appointment we will
   - explain the science behind our workout program
   - do a body fat analysis
   - teach you the workout, proper form, and fit equipment to your body,
   - provide you with a suggested protein plan

Must be 21 or older. Please click on "Buy Now" button and pay $20 to reserve your spot and cover your initial visit personal training session. Now click on "Book
"Book Appointment." Your Boot Camp Instructor will do a body fat analysis, predict how many workouts it will take for you to get in shape, explain our workout program, take you through your first time to instruct you on proper form, and teach you the workout so you don’t have to watch others to learn! Bring your email receipt and be prepared to workout when you arrive! Questions? 214-865-6153 ext 2

Your results will vary

HAVE A QUESTION ABOUT OUR FITNESS RACE PROGRAMS?
SUBMIT A QUESTION TO OUR HEAD TRAINER BELOW...

Full name: 
Email address: 
Comments: 

Submit
No haggle, no pressure fitness center.

Private Workout employs salaried personal trainers, not full-commission sales representatives like most gyms do. We are personal trainers, not salespeople, so please don’t expect us to be the smooth talkers you might find elsewhere!

On your first visit, we will explain our workout process, do a body fat analysis, determine which body type you want to work toward, teach you the workout, then we will show two membership options, one for new people, and one offered anytime.

Our policy is to NEVER ask you to join again after the first visit. Since we are professional trainers and not trained sales people, our company will offer you a special incentive to join on your first visit which you can choose that day, or your second visit. If you choose to do the new person special on the second visit, please come to the front desk and inform them because we will not be calling you, emailing, nor texting you about joining. After the second visit, you can always join on the normal plan at any time.

#results will vary depending your weight, adherence, effort level, and attendance

INFO ON PLANS     214-415-3773
OFFICE                  214-632-3270 Monday - Friday 3 - 5pm
EMAIL us above under CONTACT US for fastest reply

EMAIL questions to office for fastest reply
Woodhaven Park

Features
- Grills
- Picnic Areas
- Picnic Tables
- Playground

Other Link: Facility Rentals

Documents: Woodhaven Park Map (PDF)

Address: 300 Hanover Lane
Irving, TX 75062

Rating: This facility has not yet been rated.
VNA Meals on Wheels provides hot, nutritious, freshly prepared meals five days a week to Dallas County residents who can’t provide for themselves due to illness, advanced age or disability. These meals contribute to the overall health and well-being of participating seniors, including those with chronic illnesses that are affected by diet, such as diabetes and heart disease, and frail seniors who are homebound. Without VNA Meals on Wheels these seniors would go hungry.

CLIENT ELIGIBILITY CRITERIA

- Homebound
- Low Income
- Chronic Medical Conditions
- No Reliable Source of Food

If you would like information on how you or a loved one can receive meals through VNA Meals on Wheels, click here (/i-need-help/meals-on-wheels/get-assistance)
CONTACT US (/CONTACT)
1-800-CALL-VNA
gethelp@vnatexas.org (mailto:gethelp@vnatexas.org)
1600 Viceroy Drive
Suite 400
Dallas, TX 75235

Email Signup (http://vnaot.convio.net/site/Survey?ACTION_REQUIRED=URI_ACTION_USER_REQUESTS&SURVEY_ID=1420)
Careers (/careers-landing)
Privacy Policy (/privacy-policy)
Site Map (/sitemap)

VOLUNTEER
Volunteers are at the heart of everything we do. If you have one hour or one day to volunteer, you can make a difference!

BECOME A VOLUNTEER (/GET-INVOLVED/VOLUNTEERING)

SIGN IN (HTTPS://VOLUNTEER.VNATEXAS.ORG)

DONATE
Your support makes our work possible. There are many ways to give and even the smallest gift can make a huge difference. Please consider making a donation today.

DONATE (HTTP://VNAOT.CONVIO.NET/SITE/DONATION2?1461.DONATION=FORM1&DF_ID=1461)

Serving Collin, Dallas, Denton, Ellis, Grayson, Henderson, Kaufman, Rockwall, and Van Zandt Counties and parts of Cooke, Hunt, Navarro and Tarrant Counties.
IRVING, TX (ROCHELLE BLVD / HIDALGO ST) CRIME

67 Vital Statistics. 3 Condition Alerts found.

NEIGHBORHOOD CRIME DATA

TOTAL CRIME INDEX

72
(100 is safest)

Safer than 72% of U.S. neighborhoods.

NEIGHBORHOOD ANNUAL CRIMES

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| Crime Rate (per 1,000 residents) | 0.62 | 12.35 | 12.97 |

NEIGHBORHOOD VIOLENT CRIME

VIOLENT CRIME INDEX

87
(100 is safest)

Safer than 87% 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 1,619
in Rochelle Blvd / Hidalgo St

1 IN 467
in Irving

1 IN 243
in Texas
Texas Education Agency
2019 Accountability Ratings Overall Summary
MACARTHUR H S (057912003) - IRVING ISD

Accountability Rating Summary

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<td>85</td>
<td>85</td>
<td>B</td>
</tr>
<tr>
<td>Student Achievement</td>
<td>86</td>
<td>B</td>
<td></td>
</tr>
<tr>
<td>STAAR Performance</td>
<td></td>
<td>49 77</td>
<td>B</td>
</tr>
<tr>
<td>College, Career and Military Readiness</td>
<td>66</td>
<td>92</td>
<td>B</td>
</tr>
<tr>
<td>Graduation Rate</td>
<td>97.5</td>
<td>90</td>
<td></td>
</tr>
<tr>
<td>School Progress</td>
<td>88</td>
<td>B</td>
<td></td>
</tr>
<tr>
<td>Academic Growth</td>
<td>78</td>
<td>88</td>
<td>B</td>
</tr>
<tr>
<td>Relative Performance (Eco Dis: 61.3%)</td>
<td>58</td>
<td>86</td>
<td>B</td>
</tr>
<tr>
<td>Closing the Gaps</td>
<td>61</td>
<td>77</td>
<td>C</td>
</tr>
</tbody>
</table>

Identification of Schools for Improvement

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

Distinction Designations

- ELA/Reading: Not Earned
- Mathematics: Earned
- Science: Not Earned
- Social Studies: Earned
- Comparative Academic Growth: Earned
- Postsecondary Readiness: Earned
- Comparative Closing the Gaps: Not Earned
2020 HTC
Full Application

Part 2 Tab 10

Supporting Documents:
Underserved Area
This application qualifies for 5 points for Underserved Area under the following subsection:

(F) The Development Site is located 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 a 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).

This application is located in Irving (population 235,648) in census tract 48113014205. The census tract is completely incorporated by the City of Irving. According to the HTC property inventory, neither this tract nor the surrounding tracts have an HTC development that has received an allocation within the past 15 years.

Surrounding tracts: 48113014203 48113014204 48113014206 48113014307 48113014312

Source: US Census
Shaded Area in orange boundary is City of Irving. Census tract is completely incorporated.
2020 HTC
Full Application

Part 2 Tab 10

Supporting Documents:
Proximity to Urban Core

NA
2020 HTC
Full Application

Part 2 Tab 10

Supporting Documents:
Proximity to Jobs
OnTheMap

Work Area Profile Analysis
enter your own subtitle

Display Settings
Characteristic Filter Total
Year

Map Controls
Color Key
Thermal Overlay
Point Overlay
Selection Outline

Report/Map Outputs
Detailed Report
Export Geography
Print Chart/Map

Legends
5 - 1,959 Jobs/Sq.Mile
1,960 - 7,824 Jobs/Sq.Mile
7,825 - 17,598 Jobs/Sq.Mile
17,599 - 31,281 Jobs/Sq.Mile
31,282 - 48,875 Jobs/Sq.Mile
1 - 18 Jobs
19 - 284 Jobs
285 - 1,436 Jobs
1,437 - 4,539 Jobs
4,540 - 11,081 Jobs

Change Settings

Total Primary Jobs
2017
Count Share
45,603 100.0%

Worker Age
2017
<table>
<thead>
<tr>
<th>Age</th>
<th>Count</th>
<th>Share</th>
</tr>
</thead>
<tbody>
<tr>
<td>Age 29 or younger</td>
<td>9,149</td>
<td>20.1%</td>
</tr>
<tr>
<td>Age 30 to 54</td>
<td>29,152</td>
<td>63.9%</td>
</tr>
<tr>
<td>Age 55 or older</td>
<td>7,302</td>
<td>16.0%</td>
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</table>

Earnings
2017
<table>
<thead>
<tr>
<th>Earnings</th>
<th>Count</th>
<th>Share</th>
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</thead>
<tbody>
<tr>
<td>$1,250 per month or less</td>
<td>2,802</td>
<td>6.1%</td>
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<tr>
<td>$1,251 to $3,333 per month</td>
<td>8,107</td>
<td>17.8%</td>
</tr>
<tr>
<td>More than $3,333 per month</td>
<td>34,694</td>
<td>76.1%</td>
</tr>
</tbody>
</table>

NAICS Industry Sector
2017

Source: U.S. Census Bureau, Center for Economic Studies | e-mail: CES.OnTheMap.Feedback@census.gov
Counts and Density of Primary Jobs in Work Selection Area in 2017

All Workers

Map Legend

<table>
<thead>
<tr>
<th>Job Density [Jobs/Sq. Mile]</th>
<th>Job Count [Jobs/Census Block]</th>
</tr>
</thead>
<tbody>
<tr>
<td>5  -  1,959</td>
<td>1 - 18</td>
</tr>
<tr>
<td>1,960 - 7,824</td>
<td>19 - 284</td>
</tr>
<tr>
<td>7,825 - 17,598</td>
<td>285 - 1,436</td>
</tr>
<tr>
<td>17,599 - 31,281</td>
<td>1,437 - 4,539</td>
</tr>
<tr>
<td>31,282 - 48,875</td>
<td>4,540 - 11,081</td>
</tr>
</tbody>
</table>

Selection Areas

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

<table>
<thead>
<tr>
<th>Total Primary Jobs</th>
<th>2017 Count</th>
<th>Share</th>
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</thead>
<tbody>
<tr>
<td>Total Primary Jobs</td>
<td>45,603</td>
<td>100.0</td>
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</tbody>
</table>

Page 2 of 4
<table>
<thead>
<tr>
<th>Total</th>
<th>Count</th>
<th>Share</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Primary Jobs</td>
<td>45,603</td>
<td>100.0</td>
</tr>
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</table>
### Analysis Settings

<table>
<thead>
<tr>
<th>Analysis Type</th>
<th>Area Profile</th>
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<tr>
<td>Selection area as</td>
<td>Work</td>
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<td>Year(s)</td>
<td>2017</td>
</tr>
<tr>
<td>Job Type</td>
<td>Primary Jobs</td>
</tr>
<tr>
<td>Labor Market Segment</td>
<td>All Workers</td>
</tr>
<tr>
<td>Selection Area</td>
<td>Selection Area Freehand Drawing buffered 1.00 miles</td>
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<tr>
<td>Selected Census Blocks</td>
<td>156</td>
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<td>Analysis Generation Date</td>
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<td>Code Revision</td>
<td>d7f8a300c9f4e458f61bc73d3099ca2cb8f8feaa</td>
</tr>
<tr>
<td>LODES Data Version</td>
<td>20170818</td>
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</tbody>
</table>

### Data Sources


### Notes

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

Part 2 Tab 10

Supporting Documents:
Concerted Revitalization Plan

NA
2020 HTC Full Application

Part 2 Tab 10

Supporting Documents:
Declared Disaster Area
### 2020 Declared Disaster Areas

**Counties Eligible under §11.9(d)(3) of the 2020 QAP as of November 20, 2019**

<table>
<thead>
<tr>
<th>Andrews</th>
<th>Comanche</th>
<th>Hansford</th>
<th>Leon</th>
<th>Rains</th>
<th>Washington</th>
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</thead>
<tbody>
<tr>
<td>Angelina</td>
<td>Concho</td>
<td>Hardeman</td>
<td>Liberty</td>
<td>Randall</td>
<td>Webb</td>
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<tr>
<td>Aransas</td>
<td>Coryell</td>
<td>Hardin</td>
<td>Limestone</td>
<td>Real</td>
<td>Wharton</td>
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<tr>
<td>Archer</td>
<td>Cottle</td>
<td>Harris</td>
<td>Lipscomb</td>
<td>Refugio</td>
<td>Wheeler</td>
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<td>Armstrong</td>
<td>Crockett</td>
<td>Hartley</td>
<td>Live Oak</td>
<td>Roberts</td>
<td>Wichita</td>
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<tr>
<td>Atascosa</td>
<td>Crosby</td>
<td>Haskell</td>
<td>Llano</td>
<td>Robertson</td>
<td>Wilbarger</td>
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<tr>
<td>Austin</td>
<td>Dallam</td>
<td>Hays</td>
<td>Loving</td>
<td>Rockwall</td>
<td>Willacy</td>
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<tr>
<td>Bandera</td>
<td>Dallas</td>
<td>Hemphill</td>
<td>Lubbock</td>
<td>Runnels</td>
<td>Williamson</td>
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<tr>
<td>Bastrop</td>
<td>Dawson</td>
<td>Hidalgo</td>
<td>Lynn</td>
<td>Rusk</td>
<td>Wilson</td>
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<tr>
<td>Baylor</td>
<td>Deaf Smith</td>
<td>Hill</td>
<td>Madison</td>
<td>Sabine</td>
<td>Winkler</td>
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<tr>
<td>Bee</td>
<td>DeWitt</td>
<td>Hood</td>
<td>Martin</td>
<td>San Augustine</td>
<td>Wood</td>
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<td>Bell</td>
<td>Dickens</td>
<td>Hopkins</td>
<td>Mason</td>
<td>San Jacinto</td>
<td>Yoakum</td>
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<tr>
<td>Bexar</td>
<td>Dimmit</td>
<td>Houston</td>
<td>Matagorda</td>
<td>San Patricio</td>
<td>Young</td>
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<td>Blanco</td>
<td>Donley</td>
<td>Howard</td>
<td>Maverick</td>
<td>San Saba</td>
<td>Zapata</td>
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<tr>
<td>Borden</td>
<td>Duval</td>
<td>Hunt</td>
<td>McCulloch</td>
<td>Schleicher</td>
<td>Zavala</td>
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<tr>
<td>Bosque</td>
<td>Eastland</td>
<td>Hutchinson</td>
<td>McLennan</td>
<td>Scurry</td>
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<td>Edwards</td>
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<td>McMullen</td>
<td>Shackelford</td>
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<td>Medina</td>
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<td>Briscoe</td>
<td>Erath</td>
<td>Jasper</td>
<td>Menard</td>
<td>Sherman</td>
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<tr>
<td>Brooks</td>
<td>Falls</td>
<td>Jefferson</td>
<td>Midland</td>
<td>Somervell</td>
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<tr>
<td>Brown</td>
<td>Fannin</td>
<td>Jim Hogg</td>
<td>Milam</td>
<td>Starr</td>
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<td>Burleson</td>
<td>Fayette</td>
<td>Jim Wells</td>
<td>Mills</td>
<td>Stephens</td>
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<td>Burnet</td>
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<td>Johnson</td>
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<td>Jones</td>
<td>Montgomery</td>
<td>Stonewall</td>
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<td>Calhoun</td>
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<td>Karnes</td>
<td>Moore</td>
<td>Sutton</td>
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<td>Kaufman</td>
<td>Motley</td>
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<td>Navarro</td>
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<td>Gaines</td>
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<td>Newton</td>
<td>Terry</td>
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<td>Galveston</td>
<td>Kerr</td>
<td>Nolan</td>
<td>Throckmorton</td>
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<td>Garza</td>
<td>Kimble</td>
<td>Nueces</td>
<td>Tom Green</td>
<td></td>
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<tr>
<td>Cherokee</td>
<td>Gillespie</td>
<td>King</td>
<td>Ochiltree</td>
<td>Travis</td>
<td></td>
</tr>
<tr>
<td>Childress</td>
<td>Glasscock</td>
<td>Kinney</td>
<td>Oldham</td>
<td>Trinity</td>
<td></td>
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<tr>
<td>Cochran</td>
<td>Goliad</td>
<td>Kleberg</td>
<td>Orange</td>
<td>Tyler</td>
<td></td>
</tr>
<tr>
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<td>Knox</td>
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<td>Grimes</td>
<td>Lamar</td>
<td>Parker</td>
<td>Van Zandt</td>
<td></td>
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<td>Collingsworth</td>
<td>Guadalupe</td>
<td>Lampasas</td>
<td>Parmer</td>
<td>Victoria</td>
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<tr>
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<td>Hall</td>
<td>Lavaca</td>
<td>Polk</td>
<td>Walker</td>
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<tr>
<td>Comal</td>
<td>Hamilton</td>
<td>Lee</td>
<td>Potter</td>
<td>Waller</td>
<td></td>
</tr>
</tbody>
</table>
2020 HTC
Full Application

Part 2 Tab 10

Supporting Documents:
Readiness to Proceed

NA
2020 HTC Full Application

Part 2 Tab 11

Site Information 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>2.982</td>
<td>2.9816</td>
<td>NA</td>
<td>2.982</td>
</tr>
</tbody>
</table>

   Feasibility Report Survey: 2.9816  
   Feasibility Report Engineer’s Plan: 2.982

   (*) 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:

   [Site Control, ESA, and Engineered Site Plan round acreage to three 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>500 EJC LAND OWNER LLC</td>
<td>Harry Lake</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
<th>Date of Last Sale</th>
</tr>
</thead>
<tbody>
<tr>
<td>500 E. John Carpenter Fwy, Ste 450</td>
<td>Irving</td>
<td>TX</td>
<td>75062</td>
<td>10/19/2018</td>
</tr>
</tbody>
</table>

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

   If "Yes," please explain:

   [No]

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

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

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Relationship</th>
</tr>
</thead>
<tbody>
<tr>
<td>500 E 114 LLC</td>
<td>none</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.
   - [x] Expiration of Contract or Option: 5/29/2020  
     Anticipated Closing Date: 5/29/2020
   - [x] Title Commitment or Title Policy is included behind this tab (per 10 TAC §11.204(12)).
   - [ ] The Property has the following encumbrance(s):

   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:

   [Blank]

   2/21/2020
3. **Ingress/Egress and Easements [10 TAC §11.204(10)(D)]**

   - Ingress and egress to a public right of way are not part of the Property described in the site control documentation, and at the time of Commitment, the Applicant will provide:
     - Evidence of an easement, leasehold, or similar documented access; and
     - Evidence that the fee title owner of the property agrees that the LURA may extend to the access easement.

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

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

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

   Development qualifies for the boost for:

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

   - Development is located in a Small Area Difficult Development Area (SADDA)
   - Rural Development (Competitive HTC only)
   - Development is entirely Supportive Housing (Competitive HTC Only)
   - X 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)

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

   † 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.

If a revised form is submitted, date of submission: ________________
2020 HTC
Full Application

Part 2 Tab 12

Supporting Documentation for
Site Information Form Part III
Support Documentation from Site Information Part III Should be Included Behind this Tab.

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

**Ingress/Egress and Easements**
- Documentation required by 10 TAC §11.204(10)(D) is included, as applicable.

**Re-platting or Vacating Requirement**
- Documentation required by 10 TAC §11.204(10)(E) is included, as applicable.

**Title Commitment or Policy**
- Documentation required by 10 TAC §11.204(12) is included.

**Increase in Eligible Basis (30% Boost)**
- Resolution from the Governing Body of the appropriate municipality or county allowing the construction of the Development, if applicable.
- Census tract map that includes the 11-digit census tract number and clearly shows that the proposed Development is located within a QCT, if applicable.
- SADDA map clearly showing the Development is located within the boundaries of a SADDA, if applicable.
- Census tract map that includes the 11-digit census tract number and clearly shows that the proposed Development is located within the boundaries of a Qualified Opportunity Zone, if applicable.

List of Opportunity Zones can be found at:

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Full Application

Part 2 Tab 12

Supporting Documents:
Site Control
ASSIGNMENT AND ASSUMPTION OF COMMERCIAL CONTRACT – UNIMPROVED PROPERTY

THIS ASSIGNMENT AND ASSUMPTION OF COMMERCIAL CONTRACT – UNIMPROVED PROPERTY (this “Assignment”) is made as of the ___ day of February, 2020, by and between SAIGEBROOK DEVELOPMENT, LLC, a Florida limited liability company (the “Assignor”), and SAN VITO, LLLP, a Texas limited liability limited partnership (the “Assignee”).

RECITALS

A. 500 EJC Land Owner LLC (“Seller”) and Assignor are parties to that certain Commercial Contract – Unimproved Property having an effective date of January 14, 2020, as supplemented, modified and/or amended by that certain Addendum to Commercial Contract – Unimproved Property (collectively, the “Agreement”).

B. Assignor desires to assign to Assignee all of Assignor’s right, title and interest in, to and under the Agreement, and Assignee desires to accept such assignment and assume all of Assignor’s liabilities and obligations under the Agreement.

TERMS

In consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Recitals. The foregoing recitals are true and incorporated herein by this reference as if set out in full.

2. Assignment. Assignor hereby assigns, transfers, and sets over unto Assignee all of Assignor's right, title, and interest in, to and under the Agreement (including, without limitation, Assignor's interest in all deposits paid under the Agreement), and authorizes Seller to make, execute, and deliver to Assignee such deed of conveyance, assignments and/or other instruments as are contemplated by the Agreement, in the same manner as though Assignee, instead of Assignor, had been an original signatory to the Agreement.

3. Assumption. Assignee hereby accepts Assignor’s assignment of all of its right, title and interest in, to and under the Agreement, and assumes all of Assignor’s liabilities and obligations under the Agreement, including those which survive the closing or termination thereof.

4. Counterparts; Electronic Delivery. This Amendment may be executed in more than one counterpart, each of which shall be deemed an original, and all of which shall constitute but one instrument.

5. Miscellaneous. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. This
Assignment shall be construed in accordance with and be governed by the laws of the State of Texas.

[Signatures appear on the following page]
IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of
the day and year first above written.

ASSIGNOR:

SAIGEBROOK DEVELOPMENT, LLC, a Florida
limited liability company

By: __________________________
Lisa Stephens, President

ASSIGNEE:

SAN VITO, LLLP, a Texas limited liability limited
partnership

By: San Vito GP, LLC a Texas limited
liability company, its General Partner

By: SGI San Vito, LLC, a Texas limited
liability company, its Sole Member

By: SGI Ventures, Inc., a Texas corporation,
its Sole Member

By: __________________________
Sally Gaskin, President
AMENDMENT TO COMMERCIAL CONTRACT – UNIMPROVED PROPERTY

THIS AMENDMENT TO COMMERCIAL CONTRACT – UNIMPROVED PROPERTY (this “Amendment”) is made this 21st day of February, 2020, by and between 500 EJC LAND OWNER LLC, a Texas limited liability company (“Seller”) and SAIGEBROOK DEVELOPMENT, LLC, a Florida limited liability company, its successors and/or assigns (“Buyer”).

RECIPIENTS:

WHEREAS, Buyer and Seller are parties to that certain Commercial Contract – Unimproved Property dated January 14, 2020 (the “Contract”), as amended by that certain Addendum to Commercial Contract – Unimproved Property (the “Addendum”; together with the Contract, the “Agreement”), pertaining to certain real property located in Irving, Texas, as more particularly described in the Agreement; and

WHEREAS, Buyer and Seller hereby agree to modify the Agreement, subject to the terms and conditions more particularly set forth in this Amendment.

NOW, THEREFORE, in consideration of the terms, covenants and conditions as set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

AGREEMENT

1. Recitals. The foregoing recitals and true and correct, and are incorporated herein by this reference.

2. Defined Terms. Unless otherwise defined in this Amendment, capitalized terms used in this Amendment shall have the respective meanings given to them in the Agreement.

3. Effective Date. Notwithstanding anything to the contrary in the Agreement, Buyer and Seller hereby confirm that the Effective Date of the Contract and the Addendum shall be January 14, 2020.

4. Assignment. Section 20(a) of the Addendum is hereby deleted in its entirety and replaced by the following:

“(a) the assignee of Buyer must control, be controlled by, or be under common control with Buyer, Megan Lasch or Sally Gaskin,”

5. Counterparts; Electronic Delivery. This Amendment may be executed in more than one counterpart, each of which shall be deemed an original, and all of which shall constitute but one instrument. Notwithstanding anything to the contrary in the Agreement, this Amendment may be delivered via facsimile, PDF or other electronic transmission.

6. Conflicts. Except as expressly amended by this Amendment, the Agreement shall govern the relationship between the parties with respect to the Property. In the event of any conflict
between the provisions of the Agreement and the Amendment, the provisions of this Amendment shall be controlling.

7. Entire Agreement. The Agreement, as amended by this Amendment, embodies and constitutes the entire understanding between the parties with respect to the transaction contemplated herein, and all prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into the Agreement, as amended by this Amendment.

[signatures appear on the following page]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first set forth above.
SELLER:

500 EJC LAND OWNER LLC, a Texas limited liability company

By: __________________________
Name: Harry Lane
Title: Manager

BUYER:

SAIGEBROOK DEVELOPMENT, LLC, a Florida limited liability company, and/or assigns

By: __________________________
Lisa Stephens, 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:** 500 EJC Land Owner LLC  
**Address:** 500 E John Carpenter Fwy, Suite 450, Irving, TX 75062  
**Phone:** (469)250-2838  
**Fax:** (469)250-2838  
**E-mail:** ssved@koapartners.com  
**Other:** heike@koapartners.com (469)802-0094

**Buyer:** Saigebrook Development, LLC  
**Address:** 5501-A Balcones Dr. #302, Austin, TX 78731-5043  
**Phone:** (512)383-5470  
**Fax:** (512)383-5470  
**E-mail:** megan@u-sda.com  
**Other:** lisad@saigebrook.com

2. PROPERTY:

A. "Property" means that real property situated in Dallas County, Texas at 550 E. John Carpenter Fwy, Irving, TX 75062 (address) or as follows:

Lot 2, Block A of Spire Addition, an addition to the City of Irving, Dallas County, Texas, according to Plat thereof recorded under Clerk's File No. 201400246134, Official Public Records, Dallas County, Texas

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

1. 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;
2. Seller's interest in all leases, rents, and security deposits for all or part of the Property; and
3. Seller's interest in all licenses and permits related to the Property.

(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.)

3. SALES PRICE:

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

1. Cash portion payable by Buyer at closing ............................... $ 2,790,000.00
2. Sum of all financing described in Paragraph 4 .......................... $
3. Sales price (sum of 3A(1) and 3A(2)) ............................... $ 2,790,000.00
B. **Adjustment to Sales Price** (Check (1) or (2) only.)

- [x] (1) The sales price will not be adjusted based on a survey.
- [ ] (2) The sales price will be adjusted based on the latest survey obtained under Paragraph 6B.

   (a) The sales price is calculated on the basis of $______________ per:
   - (i) square foot of [ ] total area [ ] net area.
   - (ii) acre of [ ] total area [ ] net area.

   (b) "Total area" means all land area within the perimeter boundaries of the Property. "Net area" means total area less any area of the Property within:
   - (i) public roadways;
   - (ii) rights-of-way and easements other than those that directly provide utility services to the Property.

   (c) If the sales price is adjusted by more than ______% of the stated sales price, either party may terminate this contract by providing written notice to the other party within ____ days after the terminating party receives the survey. If neither party terminates this contract or if the variance is less than the stated percentage, the adjustment to the sales price will be made to the cash portion of the sales price payable by Buyer.

4. **FINANCING**: Buyer will finance the portion of the sales price under Paragraph 3A(2) as follows:

- [ ] A. Third Party Financing: One or more third party loans in the total amount of $______________ for 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 (TAR-1931).

- [ ] B. Assumption: In accordance with the attached Commercial Contract Financing Addendum (TAR-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 to Seller under the terms of the attached Commercial Contract Financing Addendum (TAR-1931) in the amount of $______________.

5. **EARNEST MONEY**:

- [ ] A. Not later than 3 days after the effective date, Buyer must deposit $15,000.00 as earnest money with Sendera Title Co. at 4161 McKinney Ave #401, Dallas, TX 75204 (address) (title company) (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 Addendum to Commercial Contract - Unimproved Property.

- [ ] B. Buyer will deposit an additional amount of $______________ with the title company to be made part of the earnest money on or before:
  - (i) ____ days after Buyer's right to terminate under Paragraph 7B expires; or
  - (ii) ____

  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 AND SURVEY: See Addendum to Commercial Contract - Unimproved Property

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 exceptions to discrepancies, conflicts, or shortages in area and boundary lines, or any encroachments or projections, 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.

(3) Within ___ 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 _____ 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/ACSM 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/ACSM 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, at Seller's expense, will obtain a new or updated survey acceptable to the title company and deliver the acceptable survey to Buyer and the title company within 20 days after Seller receives notice that the existing survey is not acceptable to the title company. The closing date will be extended daily up to 20 days if necessary for Seller to deliver an acceptable survey within the time required. Buyer will reimburse Seller ____________ (insert amount) of the cost of the new or updated survey at closing, if closing occurs.

G. Buyer's Objections to the Commitment and Survey:

(1) Within _____ days after Buyer receives the commitment, copies of the documents evidencing the title exceptions, and any required survey, Buyer may object in writing to matters disclosed in the items if: (a) the matters disclosed arc a restriction upon the Property or constitute a defect or encumbrance to title 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 Paragraph 6B(1) applies,
Buyer is deemed to receive the survey on the earlier of: (i) the date of Buyer's actual receipt of the survey; or (ii) of the deadline specified in Paragraph 68.

(2) Seller may, but is not obligated to, cure Buyer's timely objections within 16 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 6G 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: ____________________________

B. Feasibility Period: Buyer may terminate this contract for any reason within the May 5, 2020 date of the notice of termination. (Check only one box.)

- [X] (1) If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer less $100.00 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 independent consideration, Buyer will not have the right to terminate under this Paragraph 7B.

- [ ] (2) 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 earnest money, Buyer will not have the right to terminate under this Paragraph 7B.

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) 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.
(3) 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
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 ___3___ days after the effective date, Seller will deliver to
Buyer: (Check all that apply.)

☐ (a) copies of all current leases pertaining to the Property, including any modifications, supplements,
or amendments to the leases;
☐ (b) 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;
☐ (c) copies of all previous environmental assessments, geotechnical reports, studies, or analyses
made on or relating to the Property;
☐ (d) copies of all current utility capacity letters from the Property's water and sewer service provider;
and
☐ (g) copies of any and all documents in Seller's possession that may be reflected in Section 16 of the
Addendum to Commercial Contract

(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 70(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 70(1) that Seller
delivered to Buyer or Buyer copied; and
☐ (c) deliver copies of all inspection and assessment reports related to the Property that Buyer
completed or caused to be completed.

This Paragraph 70(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 28 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 advance sums paid by a tenant under any lease;
(4) any concessions, bonuses, free rents, rebates, brokerage commissions, or other matters that affect
any lease.
Commercial Contract - Unimproved Property concerning 550 E John Carpenter Fwy, Irving, TX

(5) 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 _______ days after the effective date, Seller will deliver to Buyer estoppel certificates signed not earlier than _______ by each tenant that leases space in the Property. The estoppel certificates must include the certifications contained in the current version of TAR 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: Kea Brokerage, LLC

Cooperating Broker: Sally A. Gaskin

Agent: Sanober Syed
Address: 500 E John Carpenter Fwy, Suite 450
Irving, TX 75062
Phone & Fax: 855-562-2407
E-mail: ssyed@keapartners.com
License No.: 9004436

Agent: 206 E Live Oak Street, Ste D
Austin, TX 78704
Phone & Fax: 713-382-3233
E-mail: FAX866-793-5610, sally@SGIVentures.net
License No.: 0353183

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 13 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:

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) ___ days after the expiration of the feasibility period.
   (2) 7 days after objections made under Paragraph 6G have been cured or waived.
   May 29, 2020

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, 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 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) an assignment of all leases to or on the Property;
   (3) to the extent assignable, an assignment to Buyer of any licenses and permits related to the Property;
   (4) evidence that the person executing this contract is legally capable and authorized to bind Seller;
   (5) 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 applicable tax law; and (ii) deliver the amount to the Internal Revenue Service (IRS) together with appropriate tax forms; and
   (6) 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 issuance of the title policy, all of which must be completed by Seller as necessary.

E. At closing, Buyer will:
   (1) pay the sales price in good funds acceptable to the title company;
   (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 a lease for any part of 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 220.)

See Addendum to Commercial Contract - Unimproved Property

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;
   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 of any deed of trust;
   3. recording fees for the deed and any deed of trust;
   4. premiums for flood insurance as may be required by Buyer's lender;
   5. one-half of any escrow fee;
   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.
   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 the 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 6 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(3) 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 esoterel 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 16B, 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. CONDEMNATION: If before closing, condemnation proceedings are commenced against any part of the Property, Buyer may:

A. 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 paid under Paragraph 7B(1), will be refunded to Buyer; or

B. appear and defend in the condemnation proceedings and any award will, at Buyer's election, belong to:

(1) Seller and the sales price will be reduced by the same amount; or

(2) 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 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.

16. 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 (TAR-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;
(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 condition on the Property that violates any law or ordinance.

(Describe any exceptions to (1)-(10) in Paragraph 12 or an addendum.)

20. NOTICES: All notices between the parties under this contract must be in writing and 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.

9. 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 Financing Addendum (TAR-1931);
   3. Commercial Property Condition Statement (TAR-1408);
   4. Commercial Contract Addendum for Special Provisions (TAR-1940);
   5. Notice to Purchaser of Real Property in a Water District (MUD);
   6. Addendum for Coastal Area Property (TAR-1915);
   7. Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TAR-1916);
   8. Information About Brokerage Services (TAR-2501); and
   9. Addendum to Commercial Contract - Unimproved Property

(Note: Counsel for the Texas Association of REALTORS® (TAR) has determined that any of the foregoing addenda which are promulgated by the Texas Real Estate Commission (TREC) or published by TAR are appropriate for use with this form.)

E. Buyer [X] 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 obligations and liability of Buyer under this contract. See Addendum to Commercial Contract-Unimproved Property

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 receives 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 of the Texas Natural Resources Code requires a notice regarding coastal area property to be included as part of this contract.

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.

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. 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.

H. 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.”

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 __________ , 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: 350 E John Carpenter Pkwy, Irving, TX

By: Harry Lake

Buyer: Saigebrook Development, LLC

By: Lisa Stephens

(TAR-1802) 1-1-16
AGREEMENT BETWEEN BROKERS
(use only if Paragraph 9B(1) is effective)

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

$ _________________, or
X Three (3.0) % 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:  William R. Weinberg
QSLWM, PC
Address:  2001 Bryan Street, Suite 1800
Dallas, TX 75201
Phone & Fax: ____________________________
Email: BWeinberg@QSLWM.com

Buyer's attorney:  _________________
Address: ____________________________
Phone & Fax: ____________________________
E-mail: ____________________________

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

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

ESCROW RECEIPT

The title company acknowledges receipt of:
A. the contract on this day ___________________ (effective date):
B. earnest money in the amount of $ ______________, in the
   title company on ___________________.

Title company: ____________________________
By: _____________________________________

Assigned file number (GF#): 2007-16-MCCB

TAR-1802 1-1-15

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THE TEXAS REAL ESTATE COMMISSION (TREC) REGULATES REAL ESTATE BROKERS AND SALES AGENTS, REAL ESTATE INSPECTORS, HOME WARRANTY COMPANIES, EASEMENT AND RIGHT-OF-WAY AGENTS AND TIMESHARE INTEREST PROVIDERS

YOU CAN FIND MORE INFORMATION AND CHECK THE STATUS OF A LICENSE HOLDER AT WWW.TREC.TEXAS.GOV

YOU CAN SEND A COMPLAINT AGAINST A LICENSE HOLDER TO TREC A COMPLAINT FORM IS AVAILABLE ON THE TREC WEBSITE

TREC ADMINISTERS TWO RECOVERY FUNDS WHICH MAY BE USED TO SATISFY A CIVIL COURT JUDGMENT AGAINST A BROKER, SALES AGENT, REAL ESTATE INSPECTOR, OR EASEMENT OR RIGHT-OF-WAY AGENT, IF CERTAIN REQUIREMENTS ARE MET

IF YOU HAVE QUESTIONS OR ISSUES ABOUT THE ACTIVITIES OF A LICENSE HOLDER, THE COMPLAINT PROCESS OR THE RECOVERY FUNDS, PLEASE VISIT THE WEBSITE OR CONTACT TREC AT

TEXAS REAL ESTATE COMMISSION
P.O. BOX 12188
AUSTIN, TEXAS 78711-2188
(512) 936-3000
Information About Brokerage Services

Texas law requires all real estate license holders to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

**Types of Real Estate License Holders:**
- **A broker** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- **A sales agent** must be sponsored by a broker and works with clients on behalf of the broker.

**A Broker's Minimum Duties Required by Law** (A client is the person or party that the broker represents):
- Put the interests of the client above all others, including the broker's own interests.
- Inform the client of any material information about the property or transaction received by the broker.
- Answer the client's questions and present any offer or counter-offer from the client, and
- Treat all parties to a real estate transaction honestly and fairly.

**A License Holder Can Represent a Party in a Real Estate Transaction:**

**As Agent for Owner (seller/landlord):** The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

**As Agent for Buyer/tenant:** The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent or seller's agent.

**As Agent for Both - Intermediary:** To act as an intermediary between the parties the broker must first obtain the written agreement of each party to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:
- Must treat all parties to the transaction impartially and fairly.
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
  - that the owner will accept a price less than the written asking price;
  - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
  - any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

**As Subagent:** A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

**To Avoid Disputes, All Agreements Between You and a Broker Should be in Writing and Clearly Establish:**
- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

**License Holder Contact Information:** This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

Sally Ann Gaskin 0353183 Sally@SGIVentures.net 713-882-3233

Regulated by the Texas Real Estate Commission

Information available at www.trec.texas.gov

IABS 1-0
ADDENDUM TO
COMMERCIAL CONTRACT - UNIMPROVED PROPERTY

THIS ADDENDUM TO COMMERCIAL CONTRACT - UNIMPROVED PROPERTY (this "Addendum") is made by and between 500 EJC LAND OWNER LLC, a Texas limited liability company ("Seller"), whose address is 500 E. John Carpenter Fwy., Suite 450, Irving, Texas 75062, and SAIGEBROOK DEVELOPMENT, LLC, a Florida limited liability company, its successors and/or assigns ("Buyer"), whose office address is 5501-A Balcones Drive, #302, Austin, Texas 78731.

WHEREAS, Seller and Buyer are parties to that certain Commercial Contract - Unimproved Property to which this Addendum is attached (the "Contract");

WHEREAS, the effective date of the Contract shall be the effective date of this Addendum (the "Effective Date"); and capitalized terms used, but not defined, in this Addendum, shall have the meanings given to such terms in the Contract;

WHEREAS, Seller and Buyer desire to modify and supplement the Contract as more particularly set forth herein.

NOW, THEREFORE, in consideration of $10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree that the Contract is hereby modified and supplemented to include the following provisions:

1. Title Commitment. Notwithstanding anything contained in Section 6 of the Contract, the following provisions shall govern and control Buyer's review of and objection to title to the Property:

   (a) Within the Feasibility Period, Buyer may, at its expense, obtain (i) a title insurance commitment (the "Title Commitment") for a fee owner's title insurance policy covering the Property (the "Title Policy") from the title company (as defined in the Contract, and referred to herein as the "Title Company") and (ii) a survey of the Property (the "Survey").

   (b) Buyer shall, no later than February 14, 2020, notify Seller in writing specifying any objections to matters shown on the Title Commitment or the Survey (the "Title Objections"). Any matters shown on the Title Commitment or the Survey that Buyer does not timely object to, and which are not items set forth in Sections (c)(i)-(iv) below, shall be deemed "Permitted Exceptions". If Buyer notifies Seller of any Title Objections, Seller has ten (10) days from receipt of Buyer's notice to notify Buyer whether Seller agrees to cure the objections before closing ("Cure Notice"). Seller shall be under no obligation to cure any Title Objections or to deliver any Cure Notice. If Seller does not timely give its Cure Notice or timely gives its Cure Notice but does not agree to cure all of the Title Objections before closing, Buyer may, within five (5) days after the deadline for the giving of Seller's Cure Notice, notify Seller that the Contract is terminated, in which case the Escrow Deposit (as defined herein), less the independent consideration provided for in paragraph 7.B.(1) of the Contract (the "Independent Consideration") shall be refunded to Buyer. If Buyer does not terminate the Contract as provided in this paragraph, then at or before Closing Seller must cure any remaining Title Objections that Seller has expressly agreed to cure, and Buyer shall be deemed to have waived any remaining Title Objections which shall become Permitted Exceptions.
(c) Notwithstanding anything in Section 1(b) above, at or prior to Closing, Seller shall cause to be cured, remedied, or released (i) any and all Title Objections which Seller has expressly elected to cure pursuant to Section 1(b) hereof, (ii) any mortgages or deeds of trust executed by Seller, (iii) judgment liens, construction liens and other liens (other than the lien of real estate taxes and property owners association assessments not yet due and payable) concerning the Property provided for by statute, code, or ordinance, or created by express grant in writing by Seller, which in the aggregate secure indebtedness of less than $50,000, and (iv) any and all encumbrances and/or exceptions concerning the Property created by, under or through Seller after the Effective Date.

(d) From time to time prior to Closing, Buyer may cause, at its sole expense, the Title Commitment and/or the Survey to be updated (the “Title Update”) and a copy of the Title Update shall be delivered to Seller. If within seven (7) days following receipt of same Buyer objects in writing to any newly-recorded matters shown on the Title Update that were not recorded prior to the effective date of the Title Commitment, such matters shall be deemed Title Objections and the provisions of Section 1(b) above regarding Buyer’s rights to object and Seller’s rights to respond shall apply to those matters.

2. Earnest Money, Inspections.

(a) Within three (3) days following the Effective Date, Buyer shall deposit as an earnest money deposit, the sum of Fifteen Thousand and 00/100 Dollars ($15,000.00) (the “Initial Deposit”) with the Title Company. Buyer shall make an additional earnest money deposit with the Title Company in the amount of Twenty-Five Thousand and 00/100 Dollars ($25,000.00) (the “Second Deposit”) within two (2) business days following the expiration of the Feasibility Period. The Initial Deposit and the Second Deposit are collectively referred to herein as the “Escrow Deposit”. If Buyer fails to terminate the Contract prior to the expiration of the Feasibility Period, the Escrow Deposit, to the extent paid, shall thereafter be non-refundable to Buyer (except as otherwise expressly provided for in the Contract and this Addendum) and credited to the Sales Price at Closing (as hereinafter defined), unless a party is in default under the Contract or this Addendum, in which case the Escrow Deposit, less the $100.00 Independent Consideration, together with any interest accrued thereon, if any, shall be disbursed by the Title Company to the appropriate party in accordance with the applicable provisions of the Contract and this Addendum.

(i) If the Contract has not been terminated by Buyer in accordance with the terms hereof by 5:00 p.m. Central Time on March 5, 2020, $15,000.00 of the Escrow Deposit shall be deemed hard and non-refundable to Buyer, unless Closing does not occur as a result of a default by Seller, Seller’s inability to deliver indefeasible title subject only to the Permitted Exceptions at Closing, or termination of the Contract due to condemnation or pursuant to Section 5(c)(2);

(ii) If the Contract has not been terminated in accordance with the terms hereof by 5:00 p.m. Central Time on March 31, 2020, an additional $10,000.00 of the Escrow Deposit shall be deemed hard and non-refundable to Buyer, for an aggregate hard Escrow Deposit of $25,000.00, unless Closing does not occur as a result of a default by Seller, Seller’s inability to deliver indefeasible title subject only to the Permitted Exceptions at Closing, or termination of the Contract due to condemnation or pursuant to Section 5(c)(2);

(iii) If the Contract has not been terminated in accordance with the terms hereof by 5:00 p.m. Central Time on April 30, 2020, an additional $10,000.00 of the Escrow
Deposit shall be deemed hard and non-refundable to Buyer, for an aggregate hard Escrow Deposit of $35,000.00, unless Closing does not occur as a result of a default by Seller, Seller's inability to deliver indefeasible title subject only to the Permitted Exceptions at Closing, or termination of the Contract due to condemnation or pursuant to Section 5(e)(2); and

(c) If the Contract has not been terminated in accordance with the terms hereof by 5:00 p.m., Central Time on May 15, 2020, an additional $5,000.00 of the Escrow Deposit shall be deemed hard and non-refundable to Buyer, for an aggregate hard Escrow Deposit of $40,000.00, except upon Seller's default, Seller's inability to deliver indefeasible title subject only to the Permitted Exceptions, or termination of the Contract due to condemnation or pursuant to Section 5(e)(2).

(b) Notwithstanding anything to the contrary contained herein or in the Contract, Buyer shall have the continuing right to inspect the Property during and after the Feasibility Period in the manner set forth in Section 7.C of the Contract, for so long as the Contract has not been terminated.

3. [Intentionally omitted.]

4. Seller's Representations, Warranties and Covenants. As of the Effective Date and as of the Closing, Seller represents and warrants to Buyer, and where indicated, covenants and agrees, as follows:

(a) The execution, delivery and performance by Seller of the Contract, as supplemented by this Addendum, has been duly and validly authorized by all requisite action on the part of Seller, and no consent of any person not heretofore obtained is required.

(b) The Contract, as supplemented by this Addendum, constitutes the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms.

(c) [Intentionally omitted.]

(d) To Seller's knowledge, there are no actions, suits or proceedings pending or threatened against Seller or the Property.

(e) To Seller's knowledge, Seller has received no written notice from any governmental or quasi-governmental agency or authority or potential condemnor concerning any right-of-way, utility, or other taking which may affect the Property.

(f) Except as may be set forth to the contrary in any environmental assessment, soils, or similar investigation reports concerning the Property delivered by Seller to Buyer, to Seller's knowledge, Seller has received no written notice from any governmental or quasi-governmental agency or authority alleging that hazardous substances are present on the Property in any quantity or manner that violates, or that gives rise to liability, under any applicable environmental law, regulation, or ordinance.

(g) Except as expressly set forth in the Contract or this Addendum, to Seller's knowledge, neither the execution and delivery of the Contract or this Addendum by Seller, nor the consummation by Seller of the transactions contemplated hereby, will (i) require Seller to file or
register with, notify, or obtain any permit, authorization, consent, or approval of any person or entity (including any governmental, quasi-governmental or regulatory authority), (ii) violate or breach any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under any agreement or other instrument, commitment, or obligation to which Seller is a party, or by which Seller, the Property, or any of Seller's assets may be bound, or (iii) violate any order, writ, injunction, decree, judgment, statute, law, or ruling of any court or governmental authority applicable to Seller, the Property or any of Seller's assets.

(h) During the term of the Contract, Seller shall maintain the Property in substantially the same condition as it is in on the Effective Date.

(i) There are no existing (i) contracts for the sale of all or any portion of the Property, (ii) options to purchase all or any portion of the Property, or (iii) rights of first refusal with respect to the sale of all or any portion of the Property.

(j) Unless otherwise expressly permitted under the Contract or this Addendum, Seller shall notgrant or otherwise create or consent to the creation of any easement, restriction, lien, assessment or encumbrance affecting the Property, or pursue any rezoning of the Property or any other land use approvals relating to the Property without Buyer's written consent, which consent may be withheld at Buyer's sole and absolute discretion.

(k) To Seller's knowledge, Seller has not received any written notice from any governmental authority alleging the violation of any applicable laws, which violation has not been previously cured.

(l) There are no leases or tenancies affecting the Property.

(m) Seller has not received any written notice of default under any indenture, mortgage, deed of trust, loan agreement, or other agreement to which Seller is a party and which affects the Property.

(n) Seller (i) has not made an assignment for the benefit of creditors, (ii) has not admitted in writing its inability to pay its debts as they mature, or (iii) has not been adjudicated as bankrupt or insolvent, or filed a petition for voluntary bankruptcy or a petition or answer seeking reorganization or an arrangement with creditors under the federal bankruptcy law or any other similar law or statute of the United States or any State, and no such petition has been served upon Seller.

(o) [Intentionally omitted.]

(p) Except as disclosed in any Permitted Exceptions, to Seller's knowledge, no commitments relating to the Property have been made by Seller to any governmental authority, utility company, school board, church or other religious body, any property owners' association, or any other organization, group or individual which would impose an obligation upon Buyer or its successors or assigns to make any contribution, or dedication of money or land or to construct, install or maintain any improvements of a public or private nature on or off the Property, and to Seller's knowledge, no governmental authority has imposed any requirement that any owner of the Property pay directly or indirectly any special fees or contributions or incur any expenses or obligations in connection with the Property.
As used herein, the term Seller's "knowledge" means the current, actual knowledge of Han-y Lake ("Seller’s Representative"), without implying any obligation of inquiry or investigation: provided that so qualifying Seller’s knowledge shall in no event give rise to any personal liability on the part of Seller’s Representative, or any other officer or employee of Seller, on account of any representation or warranty made by Seller herein. The term Seller’s "knowledge" does not include constructive knowledge, imputed knowledge, or knowledge Seller or such persons do not have but could have obtained through further investigation or inquiry. No broker, agent, or party other than Seller is authorized to make any representation or warranty for or on behalf of Seller.

5. Governmental Approval Applications. Subject to the terms and conditions set forth in this Section 5, Seller shall promptly, upon Buyer's request and provided Seller thereby assumes no liability or obligation, and at no cost to Seller, join in or otherwise consent to any and all applications (collectively, the "Applications") with respect to zoning, platting, site plan approval,iliations, dedications, surface water management permits, drainage permits, concurrency compliance approvals, building permits, and any and all other permits, consents, approvals, and/or authorizations which, in Buyer’s reasonable opinion, are necessary or desirable for the development of the Property for Buyer’s Intended Use. Buyer’s Intended Use shall refer to the development of the Property with no less than one hundred (100) multifamily residential units.

(a) Buyer and Seller acknowledge and agree that Seller is prohibited from initiating or consenting to any zoning reclassification of any portion of the Property, or seeking any variance under any existing zoning ordinance, without the prior written consent of the current deed of trust lienholder of the Property.

(b) Buyer shall not attempt to rezone the Property in any manner which would eliminate any uses or other benefits to which the Property is entitled as of the Effective Date. Buyer may only attempt to rezone the Property in a manner which creates additional allowable uses and benefits.

(c) On or before February 7, 2020, Buyer shall deliver the preliminary site plan depicting Buyer’s Intended Use (the “Site Plan”) to Seller. Seller will have until February 17, 2020 to review the Site Plan. If Seller fails to respond to Buyer or before February 17, 2020, then the Site Plan shall be deemed an Approved Site Plan (as hereinafter defined). If, on or before February 17, 2020, Seller responds to Buyer that Seller does not approve the Site Plan, then Buyer will have until the end of the Feasibility Period to terminate the Agreement and receive a return of the Escrow Deposit. Prior to the expiration of the Feasibility Period, Buyer may respond to any of Seller’s comments or negotiate alternative proposals until the parties agree. If the Site Plan is approved by Seller, then it shall hereinafter be referred to as the “Approved Site Plan”.

(d) If Buyer has not terminated the Contract by March 5, 2020, then Buyer shall provide evidence to Seller by March 5, 2020 that (A) Buyer has submitted so-called “full application” to TDHCA for Tax Credits (as such terms are defined below), (B) subject to Seller’s cooperation pursuant to Section 5 of this Addendum, Buyer has applied for a zoning change to permit the Intended Use on the Property (the “Zoning Change”), and (C) Buyer has contacted the Las Colinas Association to request approval of the Development Plans and Buyer’s Intended Use.

(e) On or before:
(1) February 26, 2020. Buyer shall deliver the following items to Seller, describing and depicting Buyer’s Intended Use: (i) conceptual elevations of the project’s front façade that must indicate the type and location of exterior materials, (ii) conceptual drawings showing the elevations for the other sides of the project, (iii) exterior material samples provided from the project, (iv) a palette of color choices from which Buyer may select for the project, and (v) a description of the proposed unit mix for Buyer’s Intended Use, including number of market-rate units, number of “affordable” units, and the affordability thresholds for each “affordable” unit (together, the “Development Plans”). Seller will have five (5) business days to review the Development Plans. If Seller fails to respond to Buyer within five (5) business days after Buyer delivers the Development Plans to Seller, then the Development Plans shall be deemed Approved Development Plans (as hereinafter defined). If, on or before the fifth (5th) business day after Buyer delivers the Development Plans to Seller, Seller responds to Buyer that Seller does not approve the Development Plans, then Buyer will have until the expiration of the Feasibility Period to terminate the Agreement and receive a return of the Escrow Deposit. Prior to the expiration of the Feasibility Period, Buyer may respond to any of Seller’s comments or negotiate alternative proposals until the parties agree.

(2) March 31, 2020. Buyer shall deliver the following items to Seller, depicting Buyer’s Intended Use: (i) a general landscape plan, and (ii) a signage plan (together, the “Supplemental Plans”). Seller will have five (5) business days to review the Supplemental Plans. If Seller fails to respond to Buyer within five (5) business days after Buyer delivers the Supplemental Plans to Seller, then the Supplemental Plans shall be deemed Approved Development Plans. If, on or before the fifth (5th) business day after Buyer delivers the Supplemental Plans to Seller, Seller responds to Buyer that Seller does not approve the Supplemental Plans, then, notwithstanding anything to the contrary in Section 2(a) above, Buyer will have until April 14, 2020 to terminate the Agreement and receive a return of the entire Escrow Deposit. Prior to April 14, 2020, Buyer may respond to any of Seller’s comments or negotiate alternative proposals until the parties agree. If the Supplemental Plans are approved by Seller (together with the approved Development Plans and Approved Site Plan, the “Approved Development Plans”), then following Closing, Buyer may develop the Property without the need for any further approval from Seller as long as such development is in material accordance with the Approved Development Plans.

(f) If Buyer has not terminated the Contract by April 30, 2020, then Buyer shall provide evidence to Seller by April 30, 2020 that (A) the Zoning Change has been approved or is scheduled to be on upcoming Planning and Zoning and/or City Council agendas for consideration and (B) Las Colinas Association has issued approval, or is in the final stage (s) of approval, i.e., approval scheduled on upcoming P&Z/Council Agenda, Las Colinas Association Agenda.
6. Closing Conditions. Seller and Buyer acknowledge and agree that the obligation of Buyer to consummate the transaction contemplated hereby is also subject to the satisfaction of the following conditions (the "Closing Conditions"). unless waived in writing by Buyer prior to Closing:

   (a) At Closing, there shall have been no material adverse change to the physical condition of the Property from the physical condition existing on the Effective Date (ordinary wear and tear excepted), which would impair Buyer's ability to develop the Property for Buyer's Intended Use, including, without limitation, any adverse change to the environmental condition of the Property.

   (b) By Closing, Buyer shall have been approved for TDHCA Financing (as hereinafter defined), or Buyer shall have waived in writing the requirement and condition precedent to obtain TDHCA Financing. For purposes of this Addendum, the term "TDHCA Financing" means, collectively: (i) an award from Texas Department of Housing and Community Affairs ("TDHCA") in the 2020 Application process for Federal Income Tax Credits under the Low Income Housing Tax Credit Program ("Tax Credits"), combined with (ii) such other resources which may be awarded by TDHCA during this application cycle concurrent with the Tax Credits in an amount sufficient, in Buyer's sole and absolute discretion, to enable Buyer to acquire the Property and construct its intended improvements on the Property, with all time to appeal such award having expired and with no appeal then pending and no appeal instituted or petition filed, and (iii) a binding commitment acceptable to Buyer in its sole and absolute discretion for a syndication/sale of such Tax Credits to an investor.

   (c) [Intentionally omitted.]

   In the event any of the Closing Conditions are not satisfied by the times specified above, then in any such event, Buyer shall have the right to terminate the Contract upon delivering written notice to Seller, and the Escrow Deposit (less the Independent Consideration and any portion of the Escrow Deposit which is hard and non-refundable pursuant to Section 2 hereof, which shall be paid to Seller) shall be returned to Buyer and all further obligations of the parties hereunder shall terminate, except those that expressly survive termination of the Contract.

7. Closing. Unless sooner terminated by either Seller or Buyer pursuant to the provisions of the Contract and this Addendum and subject to the terms and conditions of the Contract and this Addendum, Closing shall take place at the offices of the Title Company on or before May 29, 2020 (the "Closing Date"). Buyer shall have the right to extend the Closing Date (but to no later than July 31, 2020) by exercising up to two (2) consecutive 1-month Closing extensions (each 1-month Closing extension being referred to herein as a "Closing Extension"). If Buyer elects to exercise a Closing Extension, it shall notify Seller and Title Company in writing of such election at least five (5) business days before the previously-scheduled Closing Date and deliver an extension fee in the amount of Ten Thousand and 00/100 Dollars ($10,000.00) ("Extension Fee") to Seller at least one (1) business day before the previously scheduled Closing Date. If a Closing Extension is timely exercised by Buyer, the Closing Date will be extended by one (1) month to the last business day of the calendar month following the month of the prior Closing Date. Each Extension Fee is non-refundable upon payment to Seller, except if Closing does not occur due to a default by Seller under the Contract or this Addendum or Seller's inability to deliver indefeasible title to the Property, in which case the Extension Fee shall be immediately returned to Buyer. Buyer will receive a credit toward its payment of the Sales Price for each of the Extension Fees paid to Seller; provided, however, Buyer's right to exercise the first extension shall be conditioned upon Buyer not having
received a written notice of final, unappealable termination or final disqualification from TDHCA in
connection with Buyer's application for TDHCA Financing.

8. **Seller Default.** Sections 15(B) and 15(C) of the Contract are hereby deleted in their entirety
and the following inserted in their place and stead: In the event that Seller is not entitled to terminate
the Contract and Buyer is not in default in performance of its obligations, then in the event that Seller
should fail to consummate the transaction contemplated herein, fail to perform any of its obligations
under the Contract, or is otherwise in breach or default under the Contract in any respect, including,
but not limited to, being in breach of a representation or warranty, then Seller shall be in default
under the Contract and this Addendum and Buyer may elect, as its sole and exclusive remedies,
either to (i) terminate the Contract and receive the return of the Escrow Deposit (less the Independent
Consideration) and any interest accrued thereon and (2) recover from Seller damages (in an amount
not to exceed the amount of the Escrow Deposit) for out-of-pocket costs and expenses incurred by
Buyer in connection with the proposed acquisition and/or development of the Property, or (ii) pursue
an action for specific performance, provided, however, in no event shall Buyer have the right to
recover damages from Seller. Notwithstanding the foregoing, if Seller's default consists of a sale of
the Property to a third party, on or before the Closing Date, in violation of Buyer's rights under the
Contract and this Addendum, then Buyer shall have the right to pursue actual damages against Seller
(but not consequential, speculative or punitive damages).

9. **Brokers.** The parties hereby represent and warrant each to the other that they have not
utilized or engaged any real estate broker, salesman or finder with respect to the transaction
contemplated by the Contract and this Addendum, other than as set forth in Section 9 of the Contract.
Each party hereby agrees to indemnify and hold the other harmless from and against any liability,
loss, cost or expense (including reasonable attorneys' fees and court costs, including those incurred
in dispute resolution or appellate matters) resulting from a claim or demand for any commissions in
connection with the Contract or the purchase and sale of the Property which the indemnified party
shall suffer as a result of a breach of the representations and warranties contained in this Section
9. The provisions of this Section 9 shall survive Closing or the earlier termination of the Contract and
this Addendum.

10. [Intentionally omitted]

12. **WAIVER OF JURY TRIAL.** SELLER AND BUYER WAIVE ANY RIGHT TO HAVE A
JURY PARTICIPATE IN RESOLVING ANY DISPUTE WHETHER SOUNDING IN
CONTRACT, TORT OR OTHERWISE ARISING OUT OF, CONNECTED WITH, RELATED TO
OR INCIDENTAL TO THE CONTRACT OR THIS ADDENDUM OR THE RELATIONSHIP
ESTABLISHED BETWEEN THEM IN CONNECTION WITH THE CONTRACT AND THIS
ADDENDUM. ANY SUCH DISPUTES SHALL BE RESOLVED IN A BENCH TRIAL
WITHOUT A JURY.

13. **Binding Effect.** This Addendum shall be binding upon and shall inure to the benefit of the
parties hereto and their respective heirs, successors, representatives and assigns.

14. **Headings.** Headings in this Addendum are for convenience and reference only and shall not
be used to interpret or construe its provisions.

15. **Counterparts.** The Contract and this Addendum may be executed in multiple counterparts,
each of which shall be deemed an original, but all of which, together, shall constitute but one and the
same instrument. Any signature delivered by facsimile, email, or other forms of electronic
transmission, such as a PDF, shall be considered an original signature by the sending party. Either
party or both parties shall be permitted to electronically execute the Contract, this Addendum and all
other related documents, in accordance with Texas Statutes Chapter 322.

16. **Conflict.** In the event of any conflict between the terms of the Contract and this Addendum,
the terms of this Addendum shall prevail. Except as modified herein, the Contract remains
unchanged and in full force and effect and is hereby ratified and confirmed in all respects.

17. **Title Policy.** If Buyer desires a Title Policy, then Buyer may purchase such Title Policy
from the Title Company at Closing, at Buyer’s sole expense.

18. **Form of Deed.** The form of special warranty deed to be delivered from Seller to Buyer at
Closing is attached hereto as Exhibit A.

19. [Intentionally omitted.]

20. **Assignment.** The rights of Buyer under the Contract are not assignable without the prior
written consent of Seller, which consent may be granted or withheld at Seller’s sole discretion;
except, however, Buyer may assign its rights under the Contract, without the need for Seller’s
consent, upon the following conditions: (a) the assignee of Buyer must control, be controlled by,
or be under common control with Buyer or Megan Lasch, (b) Buyer must not be in default under
the Contract, (c) the assignee of Buyer shall assume all obligations of Buyer hereunder, but until
the consummation of the Closing, Buyer shall remain primarily liable for the performance of
Buyer’s obligations, and (d) Buyer shall deliver written notice of such assignment to Seller at
least five (5) days prior to Closing, and deliver a copy of the fully executed written assignment
and assumption agreement on or prior to the Closing Date.

21. **Survival.** Each of Buyer’s or Seller’s representations provided in this Addendum shall be
effective as of the Effective Date but shall survive the Closing for a period of only six (6) months
following the Closing Date (the “Survival Period”). Each party shall have the right to bring an
action against the other on the breach of a representation or warranty hereunder, but only on the
following conditions: (a) the party bringing the action for breach first learns of the breach after
Closing and gives written notice of such breach to the other party before the end of the Survival
Period and files such action on or before the first day following the second anniversary of the
Closing Date and (b) neither party shall have the right to bring a cause of action for a breach of a
representation or warranty unless the damage to such party on account of such breach
(individually or when combined with damages from other breaches) equals or exceeds
$25,000.00. Notwithstanding any other provision of the Contract or this Addendum, or any
rights which the parties hereto might otherwise have at law, equity, or by statute, the parties
hereeto agree that the liability of one party to another for breach of a representation set forth in the
Contract or this Agreement, including, but not limited to attorneys’ fees and court costs, will be
limited to $100,000.00. Neither party shall have any liability after Closing for the breach of a
representation or warranty hereunder of which the other party hereto had knowledge as of
Closing. The provisions of this Section 21 shall survive the Closing. Any breach of a
representation or warranty by one party that is discovered by the other party prior to Closing
shall be governed by the other terms and provisions of the Contract and this Addendum.
22. "As is, Where is".

(a) Disclaimers by Seller. Except as expressly set forth in the Contract, it is understood and agreed that Seller and Seller's agents or employees have not at any time made and are not now making, and they specifically disclaim, any warranties, representations or guarantees of any kind or character, express or implied, with respect to the Property, including, but not limited to, warranties, representations or guarantees as to (a) matters of title (other than Seller's special warranty of title to be contained in the Deed), (b) environmental matters relating to the Property or any portion thereof, including, without limitation, the presence of hazardous substances in, on, under or in the vicinity of the Property, (c) geological conditions, including, without limitation, subsidence, subsurface conditions, water table, underground water reservoirs, limitations regarding the withdrawal of water, and geologic faults and the resulting damage of past and/or future faulting, (d) whether, and to the extent to which the Property or any portion thereof is affected by any stream (surface or underground), body of water, wetlands, flood prone area, flood plain, floodway or special flood hazard, (e) drainage, (f) soil conditions, including the existence of instability, past soil repairs, soil additions or conditions of soil fill, or susceptibility to landslides, or the sufficiency of any undershoring, (g) the presence of endangered species or any environmentally sensitive or protected areas, (h) zoning or building entitlements to which the Property or any portion thereof may be subject, (i) the availability of any utilities to the Property or any portion thereof including, without limitation, water, sewage, gas and electric, (j) usages of adjoining property, (k) access to the Property or any portion thereof, (l) the value, compliance with the plans and specifications, size, location, age, use, design, quality, description, suitability, structural integrity, operation, title to, or physical or financial condition of the Property or any portion thereof, or any income, expenses, charges, liens, encumbrances, rights or claims on or affecting or pertaining to the Property or any part thereof, (m) the condition or use of the Property or compliance of the Property with any or all past, present or future federal, state or local ordinances, rules, regulations or laws, building, fire or zoning ordinances, codes or other similar laws, (n) the existence or non-existence of underground storage tanks, surface impoundments, or landfills, (o) any other matter affecting the stability and integrity of the Property, (p) the potential for further development of the Property, (q) the merchantability of the Property or fitness of the Property for any particular purpose, (r) the truth, accuracy or completeness of and documents provided by Seller (except to the extent expressly provided in the special warranty deed to be delivered from Seller to Buyer at Closing), (s) tax consequences, or (t) any other matter or thing with respect to the Property.

(b) Sale "As Is, Where Is". Buyer acknowledges and agrees that upon Closing, Seller shall sell and convey to Buyer and Buyer shall accept the Property "AS IS, WHERE IS, WITH ALL FAULTS," except to the extent expressly provided otherwise in the Contract or the special warranty deed to be delivered from Seller to Buyer at Closing. Except as expressly set forth in the Contract, Buyer has not relied and will not rely on, and Seller has not made and is not liable for or bound by, any express or implied warranties, guarantees, statements, representations or information pertaining to the Property or relating thereto made or furnished by Seller, or any property manager, real estate broker, agent or third party representing or purporting to represent Seller, to whomever made or given, directly or indirectly, orally or in writing. Buyer represents that it is a knowledgeable, experienced and sophisticated Buyer of real estate and that it is relying solely on its own expertise and that of Buyer's consultants in purchasing the Property and shall make an independent verification of the accuracy of any documents and information.
provided by Seller. Buyer will conduct such inspections and investigations of the Property as Buyer deems necessary, including, but not limited to, the physical and environmental conditions thereof, and shall rely upon same. By failing to terminate the Contract prior to the expiration of the Feasibility Period, Buyer acknowledges that Seller has afforded Buyer a full opportunity to conduct such investigations of the Property as Buyer deemed necessary to satisfy itself as to the condition of the Property and the existence or non-existence or curative action to be taken with respect to any hazardous substances on or discharged from the Property, and will rely solely upon same and not upon any information provided by or on behalf of Seller or its agents or employees with respect thereto, other than such representations, warranties and covenants of Seller as are expressly set forth in the Contract. Upon Closing, Buyer shall assume the risk that adverse matters, including, but not limited to, adverse physical or construction defects or adverse environmental, health or safety conditions, may not have been revealed by Buyer's inspections and investigations. Buyer hereby represents and warrants to Seller that: (a) Buyer is represented by legal counsel in connection with the transaction contemplated by the Contract; and (b) Buyer is purchasing the Property for business, commercial, investment or other similar purpose and not for use as Buyer's residence. Buyer waives any and all rights or remedies it may have or be entitled to, deriving from disparity in size or from any significant disparate bargaining position in relation to Seller.

(c) **Seller Released from Liability.** Buyer acknowledges that it shall have the opportunity to inspect the Property during the Feasibility Period, and during such period, observe its physical characteristics and existing conditions and the opportunity to conduct such investigation and study on and of the Property and adjacent areas as Buyer deems necessary, and Buyer hereby FOREVER RELEASES AND DISCHARGES Seller from all responsibility and liability, including without limitation, liabilities under the Comprehensive Environmental Response, Compensation and Liability Act Of 1980 (42 U.S.C. Sections 9601 et seq.), as amended ("CERCLA"), the Texas Solid Waste Disposal Act (Texas Health and Safety Code § 361.001 et seq. (Vernon 2001), as amended ("SWDA"), the Resource Conservation and Recovery Act (42 U.S.C. Section 9601 et seq.), as amended, and the Oil Pollution Act (33 U.S.C. Section 2701 et seq.) regarding the condition, valuation, salability or utility of the Property, or its suitability for any purpose whatsoever (including, but not limited to, with respect to the presence in the soil, air, structures and surface and subsurface waters, of hazardous substances or other materials or substances that have been or may in the future be determined to be toxic, hazardous, undesirable or subject to regulation and that may need to be specially treated, handled and/or removed from the Property under current or future federal, state and local laws, regulations or guidelines, and any structural and geologic conditions, subsurface soil and water conditions and solid and hazardous waste and hazardous substances on, under, adjacent to or otherwise affecting the Property). Buyer further hereby WAIVES (and by Closing this transaction will be deemed to have WAIVED) any and all objections and complaints (including, but not limited to, federal, state and local statutory and common law based actions, and any private right of action under any federal, state or local laws, regulations or guidelines to which the Property is or may be subject, including, but not limited to, CERCLA) concerning the physical characteristics and any existing conditions of the Property. Buyer further hereby assumes the risk of changes in applicable laws and regulations relating to past, present and future environmental conditions on the Property and the risk that adverse physical characteristics and conditions, including, without limitation, the presence of hazardous substances or other contaminants, may not have been revealed by its investigation.
(d) **Survival.** The terms and conditions of this Section 22 shall expressly survive the Closing, not merge with the provisions of any closing documents and shall be incorporated into the Deed.

Buyer acknowledges and agrees that the disclaimers and other agreements set forth herein are an integral part of the Contract and that Seller would not have agreed to sell the Property to Buyer for the Sales Price without the disclaimers and other agreements set forth above.

23. **Buyer's Representations, Warranties and Covenants.** As of the Effective Date and as of the Closing, Buyer represents and warrants to Seller as follows:

   (a) The execution, delivery and performance by Buyer of the Contract, as supplemented by this Addendum, has been duly and validly authorized by all requisite action on the part of Buyer, and no consent of any person not heretofore obtained is required.

   (b) The Contract, as supplemented by this Addendum, constitutes the legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms.

   (c) Buyer (i) has not made an assignment for the benefit of creditors, (ii) has not admitted in writing its inability to pay its debts as they mature, or (iii) has not been adjudicated as bankrupt or insolvent, or filed a petition for voluntary bankruptcy or a petition or answer seeking reorganization or an arrangement with creditors under the federal bankruptcy law or any other similar law or statute of the United States or any State, and no such petition has been served upon Buyer.

24. **Copies of Reports, Plans and Applications.** If the Contract is terminated for any reason other than Seller's default, as additional consideration for the transaction contemplated herein, Buyer shall provide to Seller, within five (5) days following a written request therefor, copies of (a) any and all third (3rd) party reports, tests or studies relating to the Property in Purchaser's possession, including but not limited to those involving environmental matters, (b) any surveys, site plans, construction plans or other designs relating to the Property, and (c) any applications and supporting materials submitted by, or on behalf of, Buyer to either the City or Irving, Texas or the Las Colinas Association. Seller hereby agrees that, following the termination of the Contract, all such materials shall be deemed to be the property of Seller, and that Seller may use such materials in connection with the future sale or development of the Property. Notwithstanding any provision of this Agreement, no termination of this Agreement shall terminate Buyer's obligations pursuant to this section.

[Signatures appear on following page]
IN WITNESS WHEREOF, the parties hereto hereby execute this Addendum as of the Effective Date.

SELLER:

500 EJC LAND OWNER LLC, a Texas limited liability company

By: ____________________________
Name: Harry Lake
Title: Vice President
Date: 01/12/20

BUYER:

SAIGEBROOK DEVELOPMENT, LLC.
a Florida limited liability company

By: ____________________________
Lisa Stephens, President
Date: 1/12/20
SPECIAL WARRANTY DEED

STATE OF TEXAS

COUNTY OF DALLAS

KNOW ALL MEN BY THESE PRESENTS THAT:

____________________, a ____________________ ("Grantor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00), and other good and valuable consideration paid by __________________, a ____________________ ("Grantee"), the receipt and sufficiency of which are hereby acknowledged and confessed, subject to the exceptions, liens, encumbrances, terms and provisions hereinafter set forth and described, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL and CONVEY, unto Grantee all of that certain lot, tract or parcel of land situated in Dallas County, Texas, and being more particularly described in Exhibit "A" attached hereto and incorporated herein by reference for all purposes.

TOGETHER WITH, all and singular, Grantor's right, title and interest in and to any rights, benefits, privileges, easements, tenements, hereditaments, appurtenances and interests thereon or in anywise appertaining thereto and with all improvements located thereon (said land, rights, benefits, privileges, easements, tenements, hereditaments, appurtenances, improvements and interests being hereinafter referred to as the "Property").

For the same consideration recited above, Grantor hereby BARGAINS, SELLS and TRANSFERS, without warranty, express or implied, all right, title and interest, if any, of Grantor in (i) strips or gores, if any, between the Property and abutting or immediately adjacent properties, and (ii) any land lying in or under the bed of any street, alley, road or right-of-way, opened or proposed, abutting or immediately adjacent to the Property.

This Special Warranty Deed and the conveyance hereinabove set forth is made subject and subordinate to all matters that a current, accurate survey of the Property would show, together with the easements, restrictions, reservations, covenants, encumbrances and exceptions described in Exhibit "B" attached hereto and incorporated herein by reference for all purposes, but only to the extent they affect or relate to the Property (hereinafter referred to collectively as the "Permitted Exceptions"), and without limitation or expansion of the scope of the special warranty herein contained.

TO HAVE AND TO HOLD the Property, subject to the Permitted Exceptions as aforesaid, unto Grantee, and Grantee's heirs, executors, administrators, personal representatives, successors and assigns, forever, and Grantor does hereby bind Grantor, and Grantor's heirs, executors, administrators, personal representatives, successors and assigns, to WARRANT and FOREVER DEFEND, all and singular, the Property, subject to the Permitted Exceptions, unto Grantee, and Grantee's heirs, executors, administrators, personal representatives, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise, but with full substitution and subrogation of Grantee in and to all covenants of warranty by parties other than Grantor heretofore given or made with respect to the rights, titles, and interests herein conveyed or any part thereof; provided the foregoing shall
not preclude Grantor's right to enforce all covenants of warranty by parties other than Grantor heretofore given or made with respect to the rights, titles, and interests herein conveyed or any part thereof.

Grantee, by its acceptance hereof, does hereby assume and agree to pay any and all ad valorem taxes and special assessments pertaining to the Property for calendar year 2020 and subsequent years, there having been a proper proration of ad valorem taxes for the current calendar year between Grantor and Grantee.

The conveyance is also made subject to the following restriction, which shall constitute a covenant and shall run with the land, burdening the Property, and benefitting the owner, from time to time, of Lot 1, Block A of Spire Addition, an addition to the City of Irving, Dallas County, Texas, according to Plat thereof recorded under Clerk's File No. 201400246134, Official Public Records, Dallas County, Texas (the "Lot 1 Owner").

Grantee recognizes that its development on the Property will have a material impact on the development of Lot 1 Owner's development in the vicinity of the Property, and that any development on the Property must be acceptable to Lot 1 Owner and in harmony with the improvements located on Lot 1 Owner's property. Prior to the commencement of construction of Grantee's proposed project on the Property, Lot 1 Owner must approve in its sole discretion (1) conceptual elevations showing the project's front facade which must indicate the type and location of exterior materials, (2) conceptual drawings showing the elevations for the other sides of the project, (3) conceptual site plan, (4) general landscaping plan (to be included as part of the elevations furnished to Grantor), (5) signage plan, (6) exterior material samples provided from the project, (7) a palette of color choices from which Grantee may select for the project, and (8) the mix of apartment units, including number of market-rate units, number of "affordable" units, and the affordability thresholds for each "affordable" unit (collectively, the "Development Plans"). The Development Plans, as approved by Lot 1 Owner, are referred to herein as the "Approved Development Plans." Once the Development Plans are approved by Lot 1 Owner, Grantee may develop the Property without any further approval from Lot 1 Owner so long as such development is in material accordance with the Approved Development Plans. Grantee shall not commence any development or construction activity, whether initial construction or the restoration or rebuilding of improvements after casualty damage or the remodeling of any exterior improvements, on all or any part of the Property which differs in any material respect from the Approved Development Plans without Lot 1 Owner's prior written approval (which may be withheld in Lot 1 Owner's sole discretion) of (1) detailed elevations showing the project's front facade, (2) conceptual drawings showing the elevations for the other sides of the project, (3) site plan, (4) landscaping plan (to be included as part of the detailed elevations furnished to Grantor), (5) signage plan, (6) exterior material samples provided from the project, (7) a palette of color choices from which Grantee may select for the project, and (8) the mix of apartment units, including number of market-rate units, number of "affordable" units, and the affordability thresholds for each "affordable" unit.

The approval rights and other restrictions contained in this Special Warranty Deed ("Development Approval Rights") shall run with and burden the Property, and shall inure to the benefit of Lot 1 Owner, until the date which is ten (10) years from and after the date of this Special Warranty Deed. In the event Grantee or its successors violate the provisions of this paragraph, Lot
Owner shall have the right to seek injunctive relief, in addition to all other remedies which may be available to Lot 1 Owner at law or in equity.

In order to obtain Lot 1 Owner's approval of any proposed Development Plans, Grantee shall delivered the proposed Development Plans, along with a written request for approval, to Lot 1 Owner via either (i) United States mail, return receipt requested, addressed to Grantor at the address hereinafter specified, or (ii) FedEx to be sent by overnight delivery or other reputable overnight carrier for next day delivery, addressed to Lot 1 Owner at its address set forth in the records of the Dallas Central Appraisal District. In the event that Lot 1 Owner fails to respond to any request for approval of proposed Development Plans within thirty-five (35) days after the delivery of such plans, the proposed Development Plans shall be deemed Approved Development Plans.

Lot 1 Owner acknowledges that the Development Plans presented to, and approved by, Grantor pursuant to Section _____ of that certain __________________, dated ______________, 20____, by and between Grantor, as Seller, and ______________, as Buyer (as may have been amended or assigned), are Approved Development Plans for purposes of this Special Warranty Deed. The Property may be developed in material accordance with such plans without any further approval from Lot 1 Owner.

[Signature appears on the following page.]
EXHIBIT "A"

PROPERTY DESCRIPTION

[Property Description to be subsequently inserted here.]
PERMITTED EXCEPTIONS

[Permitted Exceptions to be subsequently inserted here.]
2020 HTC
Full Application

Part 2 Tab 12

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

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

ATTEST:

Countersigned:
Silver Star Title LLC dba Sendera Title
4161 McKinney Avenue
Suite 401
Dallas, TX 75204

BY: [Signature]
Authorized Agent or Officer

ALLIANT NATIONAL TITLE INSURANCE COMPANY

By: [Signature]
President

[Seal]
Attest: [Signature]
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.
COMMITMENT FOR TITLE INSURANCE   T-7

ISSUED BY

ALLIANT NATIONAL INSURANCE COMPANY

SCHEDULE A

Effective Date:  February 5, 2020, 8:00 am

Commitment No. 2, issued  February 18, 2020, 8:00 am

GF No. 2000176-MCCB

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: $2,790,000.00
      PROPOSED INSURED: San Vito, LLLP, a Texas limited liability limited partnership
   b. TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE
      ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)
      Policy Amount:
      PROPOSED INSURED:
   c. LOAN POLICY OF TITLE INSURANCE (Form T-2)
      Policy Amount:
      PROPOSED INSURED:
      Proposed Borrower:
   d. TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)
      Policy Amount:
      PROPOSED INSURED:
      Proposed Borrower:
   e. LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)
      Binder Amount:
      PROPOSED INSURED:
      Proposed Borrower:
   f. OTHER
      Policy Amount:
      PROPOSED INSURED:

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

3. Record title to the land on the Effective Date appears to be vested in:
   500 EJC Land Owner LLC, a Delaware limited liability company

4. Legal description of land:
   SEE ATTACHED EXHIBIT "A"
EXHIBIT "A"

Lot 2, Block A, of SPIRE ADDITION, an addition to the City of Irving, Dallas County, Texas, according to the Plat thereof recorded under Instrument No. 201400246134, Official Public Records, Dallas County, Texas.
EXCEPTIONS FROM COVERAGE

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

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

   Those recorded in Volume 73166, Page 1001; Volume 73205, Page 1470; Volume 77154, Page 1096; Volume 79122, Page 749; Volume 82071, Page 3244; Volume 84213, Page 2741; Volume 89127, Page 5854; Volume 92041, Page 446, Deed Records; and under Instrument No(s). 200503641275; 200503527191; 201100338879; and 201100338880, Official Public Records; and under Instrument No. 201400246134, Plat Records, Dallas County, Texas.

   Note: Deleting therefrom any restrictions indicating any preference, limitation, or discrimination based on race, color, religion, sex, handicap, familial status, or national origin.

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

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

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

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

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

7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)
8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy (T-2) only.)

9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only.) Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance (T-2R).

10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception):

   a. 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.

   b. Rights of parties in possession (Owner's Policy Only).

   c. 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 COMPANY, THIS EXCEPTION WILL BE DELETED. COMPANY RESERVES THE RIGHT TO ADD ADDITIONAL EXCEPTIONS PER ITS EXAMINATION OF SAID SURVEY.)

   d. The following building lines and easements, as dedicated by plat recorded in Volume 74114, Page 1164, and Volume 74125, Page 1488, Deed Records; and under Instrument No. 201400246134, Plat Records, Dallas County, Texas:

   - 15 foot Utility Easements;
   - 50 foot Building Lines;
   - Variable width Access and Utility Easement along the Southerly and Southeasterly sides;
   - Avigation Release

   e. The terms, provisions, conditions, easements, covenants, options and lien for assessments as set out in Restrictions, recorded in Volume 73166, Page 1001; Volume 73205, Page 1470; Volume 77154, Page 1096; Volume 79122, Page 749; Volume 82071, Page 3244; Volume 84213, Page 2741; Volume 89127, Page 5854; Volume 92041, Page 446, Deed Records; and under Instrument No(s). 200503641275; 200503527191; 201100338879; and 201100338880, Official Public Records; Dallas County, Texas.

   The assessment lien created in the Declaration set forth on Schedule B, Item 1, is subordinate to purchase money liens.


   g. Rights of tenants in possession, as tenants only, pursuant to written but unrecorded leases in effect at Date of Policy, which leases do not contain any rights of purchase or rights of first refusal.
COMMITMENT FOR TITLE INSURANCE  T-7

ISSUED BY

ALLIANT NATIONAL INSURANCE COMPANY

SCHEDULE C

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

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

2. Satisfactory evidence must be provided that:
   a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
   b. all standby fees, taxes, assessments and charges against the property have been paid,
   c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialman'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. Deed of Trust, Security Agreement, Assignment of Leases and Fixture Filing dated October 18, 2018, filed October 19, 2018, recorded under Instrument No. 201800280511, of the Official Public Records of Dallas County, Texas, executed by 500 EJC Office Owner LLC and 500 EJC Land Owner LLC, each a Delaware limited liability company to Rebecca Conrad, Trustee(s), securing the payment of one note of even date therewith in the principal sum of $21,487,500.00, payable to TH Commercial Mortgage LLC; and subject to all of the terms, conditions, and provisions contained in said Deed of Trust.

Said Note and Deed of Trust having been assigned to TH Commercial JPM LLC, by instrument dated November 28, 2018, recorded under Instrument No. 201900016893, of the Official Public Records of Dallas County, Texas.

Said Note and Deed of Trust having been assigned to GPMT Seller LLC, by instrument dated February 28, 2019, recorded under Instrument No. 201900071386, of the Official Public Records of Dallas County, Texas.

Said Note and Deed of Trust having been assigned to GPMT 2019-FL2, Ltd., by instrument dated February 28, 2019, recorded in County Clerk's File No. 201900071389, of the Official Public Records of Dallas County, Texas.

Additionally secured by Assignment of Leases and Rents dated October 18, 2018, executed by 500 EJC Office Owner LLC and 500 EJC Land Owner LLC to TH Commercial Mortgage LLC, filed for record under Instrument No. 201800280512, of the Official Public Records, of Dallas County, Texas.
Same having been subsequently assigned to TH Commercial JPM LLC by instrument filed January 22, 2019 and recorded under Instrument No. 201900016894, Official Public Records, Dallas County, Texas.

Same having been subsequently assigned to GPMT Seller LLC by instrument filed March 22, 2019 and recorded under Instrument No. 201900071387, Official Public Records, Dallas County, Texas.

Same having been subsequently assigned to GPMT 2019-FL2, Ltd. by instrument filed March 22, 2019 and recorded under Instrument No. 201900071390, Official Public Records, Dallas County, Texas.


Said Financing Statement being assigned to TH Commercial JPM LLC by document filed for record under Instrument No. 201900016895, of the Official Public Records of Dallas County, Texas.

Said Financing Statement being assigned to GPMT Seller LLC by document filed for record under Instrument No. 201900071388, of the Official Public Records of Dallas County, Texas.


7. The Company requires that assessments and/or current maintenance charges due pursuant to any Owner's Association, if any, be paid in full.

8. Title to the subject property is vested as shown in Schedule A by a Deed Without Warranty. Company requires the Seller herein execute and deliver a General Warranty Deed as the conveyance instrument for the land herein described.

9. The Company requires the following evidence of authority for 500 EJC Land Owner LLC, the limited liability company which is a party to the subject transaction:
   a. Current Certificate of Existence from the Secretary of State,
   b. Current Certificate of Good Standing from the State Comptroller,
   c. Resolution of the Members authorizing the present transaction and those parties executing instruments on behalf of the limited liability company,
   d. Copy of the Articles of Organization and any amendments thereto, and
   e. Copy of the Regulations adopted by the members of the limited liability company and any amendments thereto.

10. The Company requires the following evidence of authority for Saigebrook Development LLC, the limited liability company which is a party to the subject transaction:
    a. Current Certificate of Existence from the Secretary of State,
    b. Current Certificate of Good Standing from the State Comptroller,
    c. Resolution of the Members authorizing the present transaction and those parties executing instruments on behalf of the limited liability company,
    d. Copy of the Articles of Organization and any amendments thereto, and
    e. Copy of the Regulations adopted by the members of the limited liability company and any amendments thereto.
11. The Company will amend item 2 on Schedule "B" (known as the "Survey Exception") to delete all language except for "shortages in area", subject to satisfaction of the following requirements: (i) receipt of survey acceptable to the Company; and (ii) payment of all expenses in connection with the survey; and (iii) payment of the additional promulgated premium if this coverage is requested on an owner policy; and (iv) the inclusion of additional exceptions, and/or the addition of promulgated express insurance language, on Schedule "B" as deemed necessary by the Company following its review of the survey.

12. The Texas Title Insurance Information portion of the Commitment for Title Insurance advises you that your Policy will insure you against loss because of non-excepted discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements if you pay an additional fifteen percent (15%) premium of the Basic Rate for your Owner Policy for the coverage, and we provided with a satisfactory survey, pursuant to Procedural Rule P2.

13. Your Owner Policy of Title Insurance will contain this coverage and you will be charged the additional fifteen percent (15%) premium unless on or before the date of closing you advise the company in writing that you reject this coverage.

If you do not get this insurance, you will have to hire your own attorney and surveyor, if necessary, and you will not be protected under your Owner Policy against any encroachments, such as buildings over easements, buildings over setback lines, buildings over property lines, or location of fences.

13. The title insurance policy being issued to you contains an arbitration provision. It allows you or the Company to require arbitration if the amount of insurance is $2,000,000.00 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. If you are the purchaser or lender in the transaction and request deletion of the arbitration provision, please advise us so prior to closing by executing the Addendum to this Commitment and returning it to us, or inform us in your closing instructions.

14. Procedural Rule P-27, as provided for by Article 9.39 of the Texas Insurance Code, requires that "Good Funds" be received and deposited before a Title Agent may disburse from its trust fund account.

15. NOTE: The following note is for informational purposes only:

The following deed(s) affecting the subject property were recorded within the 24 month period prior to the effective date of this commitment:

Special Warranty Deed, dated October 18, 2018, filed October 19, 2018, executed by 500 E. 114, LLC, a Texas limited liability company, to 500 EJC Office Owner, LLC, a Delaware limited liability company, and recorded in the Office of the County Clerk of Dallas County, Texas, under Instrument No. 201800280508. (Describes property by metes and bounds)

Deed Without Warranty, dated October 18, 2018, filed October 19, 2018, executed by 500 EJC Office Owner, LLC, a Delaware limited liability company, and recorded in the Office of the County Clerk of Dallas County, Texas, under Instrument No. 201800280509. (Lots 1 and 2)

Deed Without Warranty, dated October 18, 2018, filed October 19, 2018, executed by 500 EJC Office Owner LLC, a Delaware limited liability company, to 500 EJC Land Owner, LLC, a Delaware limited liability company, and recorded in the Office of the County Clerk of Dallas County, Texas, under Instrument No. 201800280510. (Lot 2)
COMMITMENT FOR TITLE INSURANCE  T-7

SCHEDULE D

GF No. 2000176-MCCB  Effective Date: February 5, 2020, 8:00 am

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

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

   The following individuals are directors and/or officers, as indicated, of Alliant National Title Insurance Company, Inc., as of December 31, 2019:

   * Robert J. Grubb
   * Bruce Williamson
   * Wyatt Millar
   * Dawn Enoch Moore

   * Indicates Director

   Presidio Investors ATC Holdco, LLC, owns 100% of the stock of Alliant National Title Insurance Company, Inc. and Presidio Investors ATC, LP owns ten percent or more of Presidio Investors ATC Holdco, LLC.

2. The following disclosures are made by the Title Insurance Agent issuing this commitment:

   Silver Star Title, LLC dba Sendera Title
   4161 McKinney Ave., Suite 401
   Dallas, Texas  75204

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

      Charles S. Brown - 70%
      CBII, LLC, a Texas limited liability company - 30%  
      (Charles S. Brown owns all of the membership interest in CBII, LLC)

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

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

   (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.

   (e) For purposes of this paragraph 2, "having, owning or controlling" includes the right to receipt of a percentage of net income, gross income, or cash flow of the Agent or entity in the percentage stated in subparagraphs (a) or (b).

      Charles S. Brown - Chief Executive Officer
      Jeanie Acord - Senior Vice President
      Vanda Harvey - SVP/CFO

3. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this
commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving a portion of the premium from the settlement of this transaction will be disclosed on the closing or settlement statement.

You are further advised that the estimated title premium is:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Owner's Policy</td>
<td>$13,326.00</td>
</tr>
<tr>
<td>Loan Policy</td>
<td></td>
</tr>
<tr>
<td>Endorsement Charges</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$13,326.00</strong></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Amount</th>
<th>To Whom</th>
<th>For Services</th>
</tr>
</thead>
</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."
### TEXAS TITLE INSURANCE INFORMATION

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

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

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

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

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

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

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

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

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

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

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

- **CONDITIONS** are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.
You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-877-788-9800 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.
### IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Alliant National Title Insurance Company’s toll free telephone number for information or to make a complaint at:

**1-877-788-9800**

You may also write to Alliant National Title Insurance Company at:

1831 Lefthand Circle, Suite G
Longmont, CO 80501

noc@alliantnational.com

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

**1-800-252-3439**

You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: [http://www.tdi.texas.gov](http://www.tdi.texas.gov)
E-mail: ConsumerProtection@tdi.texas.gov

### AVISO IMPORTANTE

Para obtener información o para presentar una queja:

Usted puede llamar al número de teléfono gratuito de Alliant National Title Insurance Company para obtener información o para presentar una queja al:

**1-877-788-9800**

Usted también puede escribir a Alliant National Title Insurance Company:

1831 Lefthand Circle, Suite G
Longmont, CO 80501

noc@alliantnational.com

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos, o quejas al:

**1-800-252-3439**

Usted puede escribir al Departamento de Seguros de Texas a:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: [http://www.tdi.texas.gov](http://www.tdi.texas.gov)
E-mail: ConsumerProtection@tdi.texas.gov

### PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact Alliant National Title Insurance Company first. If the dispute is not resolved, you may then contact the Texas Department of Insurance.

### DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:

Si tiene una disputa relacionada con su prima de seguro o con una reclamación, usted debe comunicarse con Alliant National Title Insurance Company primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.

### ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

### ADJUNTE ESTE AVISO A SU PÓLIZA:

Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.
DELETION OF ARBITRATION PROVISION
(Not applicable to the Texas Residential Owner’s Policy)

ARBTRATION 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 parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction."

SIGNATURE _______________________________ DATE ____________________________
Privacy Policy Notice

Purpose of this Notice: Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Alliant National Insurance Company and Silver Star Title, LLC dba Sendera Title.

I. We may collect nonpublic personal information about you from the following sources: Information we receive from you such as on applications or other forms.
II. Information about your transactions we secure from our files, or from our affiliates or others.
III. Information we receive from a consumer reporting agency.
IV. Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

I. Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
II. Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.
Purpose of Notice:

Alliant National Title Insurance Company respects the privacy of our customers’ personal information, so we want you to know the ways in which we may collect and use non-public personal information ("personal information"). Our practices and policies are set out in this notice.

Types of Information We May Collect:

In the course of our business, the types of personal information that we may collect about you include:

- Information we receive from you or your authorized representative on applications and forms, and in other communications to us;
- Information about your transactions with us, our affiliated companies, or others;
- Information from consumer or other reporting agencies.

Use and Disclosure of Information:

We use your information to provide the product or service you or your authorized agent have requested of us.

We may disclose information to our affiliated companies and unrelated companies as necessary to service your transaction, to protect against fraudulent or criminal activities, when required to do so by law, and as otherwise permitted by law.

We do not share any personal information we collect from you with unrelated companies for their own use.

Protection of Your Personal Information:

We restrict access to personal information about you to those employees who need to know that information in order to provide products and services to you or for other legitimate business purposes. We maintain physical, electronic and procedural safeguards to protect your personal information from unauthorized access or intrusion.

Changes:

This notice may be revised in accordance with applicable privacy laws.
Increase in Eligible Basis

NA
2020 HTC
Full Application

Part 2 Tab 13

Multiple Site Information

NA
2020 HTC
Full Application

Part 2 Tab 14

Elected Officials
** Elected Officials

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

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

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

Please identify all elected officials which represent the Development Site.

<table>
<thead>
<tr>
<th><strong>US Representative</strong></th>
<th>District</th>
</tr>
</thead>
</table>

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

<table>
<thead>
<tr>
<th>State Senator</th>
<th>District</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Support Letter</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>City Mayor</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>County Judge</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>School Superintendent</th>
<th>District Name</th>
<th>Email</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Address</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Presiding officer of Board of Trustees</th>
<th>Email</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Address</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>District/Precinct</th>
<th>Email or Phone</th>
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<th>District/Precinct</th>
<th>Email or Phone</th>
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<th>District/Precinct</th>
<th>Email or Phone</th>
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</table>

<table>
<thead>
<tr>
<th>District/Precinct</th>
<th>Email or Phone</th>
</tr>
</thead>
</table>

2/21/2020
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>
<th>Address</th>
<th>City</th>
<th>Zip</th>
<th>Phone</th>
<th>Fax or Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2/21/2020
2020 HTC
Full Application

Part 2 Tab 16

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 entities 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

2/14/2020
CERTIFICATION OF NOTIFICATIONS (continued)

Part 4. Certification

By: ____________________________
Signature of Applicant/Development Owner

Sally Gaskin
Printed Name

Date
Feb 14, 2020

Notary Public, State of

Texas
My Commission expires

County of

September 25, 2023

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 19 day of February, 2020

ALICE MAY WOODS
Notary Public #132185678
My Commission Expires September 25, 2023

2/14/2020
Development Narrative
1. The proposed Development is: (Check all that apply)

<table>
<thead>
<tr>
<th>New Construction</th>
<th>and/or:</th>
</tr>
</thead>
</table>

(adaptive reuse select New Construction here and adaptive reuse in next box)

NOTE: Definition of "Adaptive Reuse" has changed. Review 10 TAC §11.1(d)(1) to ensure compliance.

<table>
<thead>
<tr>
<th>Previous TDHCA #</th>
<th>NA</th>
</tr>
</thead>
<tbody>
<tr>
<td>If Acquisition/Rehab or Rehab, original construction year:</td>
<td>NA</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Units Demolished</th>
<th>NA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Units Reconstructed</td>
<td>NA</td>
</tr>
</tbody>
</table>

2. The Target Population will be:

<table>
<thead>
<tr>
<th>General</th>
</tr>
</thead>
</table>

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

2/21/2020
Supportive Housing Development’s operations throughout the entire Affordability Period is included behind this Tab.

- Evidence of the Applicant’s or General Partner’s history of fundraising activities reasonably deemed to be sufficient to address any unanticipated operating losses is included behind this Tab.
- As a condition of the Underwriting Report, the Applicant or General Partner will provide a fully executed guaranty agreement whereby the Applicant or its Affiliate assume financial responsibility of any outstanding operating deficits, as they arise, and throughout the entire Affordability Period.
- Development is not financed, except for construction financing, with debt containing foreclosure provisions or debt that contains must-pay repayment provisions (including cash-flow debt).
- Development has permanent foreclosable, must-pay debt sourced from federal funds.
- Development has permanent foreclosable, cash flow debt provided by an Affiliate that was originally sourced from charitable contributions or pass-through local government, non-federal funds.
- If the Development is financed with debt that does not meet the requirements above, Application must include:
  - Evidence of project-based rental or operating subsidies for a minimum of 25% of Units;
  - Documentation of how resident feedback has been incorporated into Development design;
  - Evidence that the Development is located less than ½ mile from regularly-scheduled public transportation, including evening and weekend service;
  - Evidence that at least 10% of the Units in the proposed Development meet the 2010 ADA standards with the exceptions listed in “Nondiscrimination on the Basis of Disability in Federally Assisted Programs and Activities” 79 Federal Register 29671 for persons with mobility impairments;

and the Applicant or General Partner confirms that:

- Multiple systems will be in place for residents to provide feedback to Development staff;
- A resident is or will be a member of the Development Owner or service provider board of directors;
- The Development’s Tenant Selection Criteria will include a clear description of any credit, criminal conviction, or prior eviction history that may disqualify a potential resident. The disqualification cannot be a total prohibition, unless such a prohibition is required by federal statute or regulation (i.e. the Development must have an appeal process for non federally required criteria;
- The Development will have a comprehensive written eviction prevention policy that includes an appeal process; and
- The Development will have a comprehensive written services plan that describes the available services, identifying whether they are provided directly or through referral linkages, by whom, and in what location and during what days and hours. A copy of the services plan will be readily accessible to residents.

3. Staff Determinations regarding definitions of development activity obtained?

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

4. Narrative

- The Development will not provide continual or frequent nursing, medical or psychiatric services to the residents.
- The Development does not violate the general public use requirement of Treasury Regulation §1.42-9 regarding units for use by the general public.
- The Development does 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: __________________________

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

San Vito is an urban development with a single building that is four stories and elevator served with parking on the first level.

2/21/2020
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></td>
<td></td>
<td>Interest Rate (%)</td>
</tr>
<tr>
<td>Multifamily Direct Loan: Const. to Perm (Repayable)</td>
<td></td>
<td>0.00%</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>$ 1,500,000</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.

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: NA and TDHCA funding source:

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

If yes, source: NA

Will this site/activity receive non-TDHCA federal funding for costs described in this Application? No

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

Pursuant to §42(6)(1)(A) - (C), the term “qualified low income housing development” means any project for residential rental

2/21/2020
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:
Development Activities I

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

<table>
<thead>
<tr>
<th># of Units</th>
<th>must qualify for</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>80</td>
<td></td>
<td>10</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>

- 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 §1207; 10 TAC §11.101(b)(8)]**

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

  - **Yes**

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

- Development will meet all specifications and accessibility requirements reflected in 10 TAC Chapter 1, Subchapter B, §1.207.

  - **Yes**

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

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

2/21/2020
2020 HTC
Full Application

Part 3 Tab 19

Development Activities Part II
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)
     - Bedroom Size: 0, 1, 2, 3, 4
     - Square Footage: 550, 650, 850, 1,050, 1,250
   - Points claimed: 6
   - Specific amenities and quality features will be provided in every Unit at no extra charge to the resident; Development will maintain the points selected and associated with those amenities as outlined in 10 TAC §11.101(b)(6)(B).* (9 points)
   - Points claimed: 9
   * Direct Loan applicants proposing new construction or rehabilitation should be prepared to comply with requirements of 81 FR 92626, which requires installation of broadband infrastructure at the time of new construction or substantial rehabilitation of multifamily rental housing that is funded or supported by HUD.

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 = 80,001 – 100,000
     - Direct Loan Points: 0
   - 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)]**
   - 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.
   - 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.
   - Percentage used for calculation of eligible points under §11.9(c)(1)

A. Development located in Non-Rural Area of Dallas, Fort Worth, Houston, San Antonio or Austin MSA, and
   - Development is Supportive Housing proposed by a Qualified Nonprofit (16 points)
     - Points claimed: 0
   - Development is NOT Supportive Housing proposed by a Qualified Nonprofit (up to 15 pts)
     - Points claimed: 15
   * These boxes calculate the score based on information entered but do not populate the Self Score form. Select elected points in the yellow box below.

B. Development proposed in all other areas.
   - Development is Supportive Housing proposed by a Qualified Nonprofit (16 points)
     - Points claimed: 0
   - Development is NOT Supportive Housing proposed by a Qualified Nonprofit (up to 15 pts)
     - Points claimed: 0

OR (DO NOT COMPLETE BOTH)
Application proposes to use the Average Income election under §42(g)(1)(C) of the Code (if so, complete the average income worksheet at Tab 24)

This box will populate after the calculation is completed.

<table>
<thead>
<tr>
<th>Development located in Non-Rural Area of Dallas, Fort Worth, Houston, San Antonio or Austin MSA</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Average Income for the proposed Development will be 54% or lower (15 points).</td>
</tr>
<tr>
<td>The Average Income for the proposed Development will be 55% or lower (13 points).</td>
</tr>
<tr>
<td>The Average Income for the proposed Development will be 56% or lower (11 points).</td>
</tr>
<tr>
<td>OR</td>
</tr>
<tr>
<td>The Average Income for the proposed Development will be 55% or lower (15 points).</td>
</tr>
<tr>
<td>The Average Income for the proposed Development will be 56% or lower (13 points).</td>
</tr>
<tr>
<td>The Average Income for the proposed Development will be 57% or lower (11 points).</td>
</tr>
</tbody>
</table>

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

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 or 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 homeless service providers, or held vacant, unless the Units receive HOME funds from any source. (1 point)

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

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

- Development is requesting Pre-Application Points.  6

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

- Development will maintain a 35 year Affordability Period.  0
- Development will maintain a 40 year Affordability Period.  0
- Development will maintain a 45 year Affordability Period.  4

Application is seeking points for Extended Affordability.  Points Claimed: 4
<table>
<thead>
<tr>
<th></th>
<th>Historic Preservation (Competitive HTC Applications only) [§11.9(e)(6)]</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Application requests points for Historic Preservation.</td>
</tr>
<tr>
<td></td>
<td>Application contains a letter from the Texas Historical Commission (THC) determining preliminary eligibility for federal or state historic (rehabilitation) tax credits.</td>
</tr>
<tr>
<td></td>
<td>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.</td>
</tr>
<tr>
<td></td>
<td>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.</td>
</tr>
<tr>
<td></td>
<td>Development will be able to document receipt of historic tax credits by the time Forms 8609 are issued.</td>
</tr>
<tr>
<td></td>
<td>At least 75% of the residential units will be within the Certified Historic Structure.</td>
</tr>
<tr>
<td></td>
<td>Attached behind this tab are the THC letter and other documentation described above.</td>
</tr>
<tr>
<td></td>
<td>Application is eligible for five (5) points.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Right of First Refusal (Competitive HTC Applications only) [§11.9(e)(7)]</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Development Owner agrees to provide a Right of First Refusal to purchase the Development upon or following the end of the Compliance Period.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Funding Request Amount (Competitive HTC Applications only) [§11.9(e)(8)]</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Application reflects funding request for no more than 100% of the amount available in the subregion or set-aside as of 12/2/2019.</td>
</tr>
</tbody>
</table>
NA
2020 HTC
Full Application

Part 3 Tab 20

Existing Development Information

NA
2020 HTC Full Application

Part 3 Tab 21

Occupied Developments

NA
2020 HTC
Full Application

Part 3 Tab 22

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

roof pitch.

elevations for each side of each building type which include:
- a percentage estimate of the exterior composition of each elevation; and
- roof pitch.

Photos of building elevations for Rehab and Adaptive Reuse developments not altering the unit configuration.

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 NOTES
1. SITE AREA: TOTAL 2.9816 ACRES
2. ENTIRE SITE IS IN FLOOD ZONE X
3. ALL ONSITE CONSTRUCTION IS NEW CONSTRUCTION
4. MINIMUM 8'-0" CEILING HEIGHT
5. PARKING COUNT TO BE DETERMINED IN REZONING PROCESS
6. STORMWATER DETENTION NOT REQUIRED

PARKING SUMMARY

<table>
<thead>
<tr>
<th>PARKING SPACES</th>
<th>53</th>
</tr>
</thead>
<tbody>
<tr>
<td>COVERED PARKING SPACES</td>
<td>103</td>
</tr>
<tr>
<td>H/C PARKING SPACES</td>
<td>1</td>
</tr>
<tr>
<td>COVERED H/C PARKING SPACES</td>
<td>7</td>
</tr>
<tr>
<td>TOTAL PARKING SPACES</td>
<td>164</td>
</tr>
</tbody>
</table>

PARKING TABLE

<table>
<thead>
<tr>
<th>REQUIREMENT</th>
<th># UNITS</th>
<th>UNITS REQUIRED</th>
<th>UNITS PROVIDED</th>
</tr>
</thead>
<tbody>
<tr>
<td>MULTIFAMILY - CITY OF IRVING DEVELOPMENT STANDARDS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.5 PS / 1 BEDROOM</td>
<td>20</td>
<td>32</td>
<td></td>
</tr>
<tr>
<td>2 PS / 2 BEDROOM</td>
<td>36</td>
<td>72</td>
<td></td>
</tr>
<tr>
<td>2.5 PS / 3 BEDROOM</td>
<td>24</td>
<td>60</td>
<td></td>
</tr>
<tr>
<td>PARKING SPACES</td>
<td>141</td>
<td></td>
<td></td>
</tr>
<tr>
<td>HANDICAP SPACES</td>
<td>15</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ACCESSIBLE SPACES (101-200 TOTAL PARKING SPACES)</td>
<td>8</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td>164</td>
<td>164</td>
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</tbody>
</table>

LAS COLOMBAS MASTER DECLARATION

<table>
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<tr>
<th>REQUIREMENT</th>
<th># UNITS</th>
<th>UNITS REQUIRED</th>
<th>UNITS PROVIDED</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.5 PS / DWELLING UNIT</td>
<td>80</td>
<td>203</td>
<td>164</td>
</tr>
</tbody>
</table>
# BUILDING SUMMARY - SAN VITO

<table>
<thead>
<tr>
<th>BUILDING CONFIGURATION</th>
<th>AREAS</th>
</tr>
</thead>
<tbody>
<tr>
<td>BUILDING DESIGNATION</td>
<td>SPACE TYPE</td>
</tr>
<tr>
<td>1</td>
<td>COMMUNITY SPACE</td>
</tr>
<tr>
<td>1</td>
<td>APARTMENT</td>
</tr>
<tr>
<td>1</td>
<td>BREEZEWAY</td>
</tr>
<tr>
<td>1</td>
<td>MECHANICAL EQUIPMENT</td>
</tr>
<tr>
<td>1</td>
<td>REMOTE STORAGE</td>
</tr>
<tr>
<td>TOTALS</td>
<td></td>
</tr>
</tbody>
</table>

**NET RENTABLE AREA (TDHCA) IS THE UNIT SPACE THAT IS AVAILABLE EXCLUSIVELY TO THE TENANT AND IS HEATED & COOLED BY A MECHANICAL HVAC SYSTEM. NRA IS MEASURED TO THE OUTSIDE OF THE STUDS OF A UNIT OR TO THE MIDDLE OF WALLS IN COMMON WITH OTHER UNITS. NRA DOES NOT INCLUDE COMMON HALLWAYS, STAIRWELLS, ELEVATOR SHAFTS, JANITOR CLOSETS, ELECTRICAL CLOSETS, BALCONIES, PORCHES, PATIOS, OR OTHER AREAS NOT ACTUALLY AVAILABLE TO THE TENANTS FOR THEIR FURNISHINGS, NOR DOES NRA INCLUDE THE ENCLOSING WALLS OF SUCH SPACES.**

---

### BUILDING TYPE SUMMARY

**SAN VITO**

Irving, Texas

---

**2010 ADA UNITS SUMMARY**

- **TOTAL DWELLING UNITS = 80**
- **MOBILITY, HEARING & VISUAL**
  - 5% x 80 = 4 UNITS - (1)1/1, (2)2/2 & (1)3/2
  - LABELED HC UNIT ON BUILDING PLANS
- **HEARING & VISUAL**
  - 2% x 80 = 2 UNITS - (1)1/1 & (1)2/2
  - LABELED HV UNIT ON BUILDING PLANS
1. NET RENTABLE AREA 68,916sf
2. TOTAL BREEZEWAY AREA 15,000sf
3. TOTAL COMMUNITY AREA 2,114sf
4. TOTAL MECH/EQMT AREA 1,071sf
5. TOTAL REMOTE STORAGE 2,000sf
6. MINIMUM 8'-0" CEILING HEIGHT
7. ROOF SLOPE - 4:12

Building 1 - Level 1
SAN VITO
1. NET RENTABLE AREA 68,916sf
2. TOTAL BREEZEWAY AREA 15,905sf
3. TOTAL COMMUNITY AREA 3,114sf
4. TOTAL MECH/EQMT AREA 1,071sf
5. TOTAL REMOTE STORAGE 2,000sf
6. MINIMUM 8’-0” CEILING HEIGHT
7. ROOF SLOPE – 4:12

Building 1 - Level 2
SAN VITO
Irving, Texas
1. NET RENTABLE AREA 68,916sf
2. TOTAL BREEZEWAY AREA 15,905sf
3. TOTAL COMMUNITY AREA 3,114sf
4. TOTAL MECH/EQMT AREA 1,071 sf
5. TOTAL REMOTE STORAGE 2,000sf
6. MINIMUM 8'-0" CEILING HEIGHT
7. ROOF SLOPE – 4:12
1. NET RENTABLE AREA 68,916sf
2. TOTAL BREEZEWAY AREA 15,905sf
3. TOTAL COMMUNITY AREA 3,114sf
4. TOTAL MECH/EQMT AREA 1,071sf
5. TOTAL REMOTE STORAGE 2,000sf
6. MINIMUM 8’-0” CEILING HEIGHT
7. ROOF SLOPE – 4:12
1. NET RENTABLE AREA 68,916sf
2. TOTAL BREEZEWAY AREA 15,905sf
3. TOTAL COMMUNITY AREA 3,114sf
4. TOTAL MECH/EQMT AREA 1,071sf
5. TOTAL REMOTE STORAGE 2,000sf
6. MINIMUM 8'-0" CEILING HEIGHT
7. ROOF SLOPE = 4:12

AREA ACCESSIBLE TO TENANTS = 1,737sf
AREA INACCESSIBLE TO TENANTS = 73sf
1. NET RENTABLE AREA 68,916sf
2. TOTAL BREEZEWAY AREA 15,905sf
3. TOTAL COMMUNITY AREA 3,114sf
4. TOTAL MECH/EQMT AREA 1,071sf
5. TOTAL REMOTE STORAGE 2,000sf
6. MINIMUM 8'-0" CEILING HEIGHT
7. ROOF SLOPE = 4:12

AREA ACCESSIBLE TO TENANTS = 1,377sf
AREA INACCESSIBLE TO TENANTS = 88sf

Building 1 - Level 2 - CLUBHOUSE
SAN VITO
Irving, Texas
Building 1 - Elevations

SAN VITO

Irving, Texas
Building 1 - Elevations

SAN VITO

Irving, Texas
NET RENTABLE AREA: 654 SF
+ 25 SF REMOTE STORAGE = 679 TOTAL NRA
REMOTE STORAGE TO BE HEATED AND COOLED.

UNIT MEETS ALL ACCESSIBILITY & VISITABILITY REQUIREMENTS

One Bedroom Unit
SAN VITO
Irving, Texas
Two Bedroom Unit
SAN VITO

NET RENTABLE AREA: 851 SF
+ 25 SF REMOTE STORAGE =
876 TOTAL NRA
REMOTE STORAGE TO BE
HEATED AND COOLED.

UNIT MEETS ALL ACCESSIBILITY
& VISITABILITY REQUIREMENTS
Three Bedroom Unit
SAN VITO

NET RENTABLE AREA: 1,050 SF + 
25 SF REMOTE STORAGE = 
1,075 SF TOTAL NRA
REMOTE STORAGE TO BE HEATED 
AND COOLED

UNIT MEETS ALL ACCESSIBILITY 
& VISIBILITY REQUIREMENTS
2020 HTC
Full Application

Part 3 Tab 23

Specifications and Building/Unit Type
  Configuration and

Tab 23a, 23b, 23c Forms
### SPECIFICATIONS AND BUILDING/UNIT TYPE CONFIGURATION

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

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

- Single Family Construction
- SRO Transitional (per §42(i)(3)(B))
- Duplex
- Scattered Site
- Fourplex
- x > 4 Units Per Building
- Townhome

#### Development will have:
- x Fire Sprinklers
- x Elevators
- # of Elevators: 1
- 3500 Wt. Capacity

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

#### Floor Composition/Wall Height:
- % Carpet/Vinyl/Resilient Flooring
- Ceiling Height
- % Ceramic Tile
- Upper Floor(s) Ceiling Height (Townhome Only)
- % Other

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

<table>
<thead>
<tr>
<th>Building Label</th>
<th>1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of Stories</td>
<td>4</td>
</tr>
<tr>
<td>Total # of Residential Buildings</td>
<td>1</td>
</tr>
</tbody>
</table>

#### Unit Type

<table>
<thead>
<tr>
<th>Unit Type</th>
<th>Number of Buildings</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>1BR</td>
<td>1</td>
<td>20</td>
<td>20</td>
<td>13,580</td>
</tr>
<tr>
<td>2BR</td>
<td>1</td>
<td>36</td>
<td>36</td>
<td>31,536</td>
</tr>
<tr>
<td>3BR</td>
<td>1</td>
<td>24</td>
<td>24</td>
<td>25,800</td>
</tr>
</tbody>
</table>

#### Totals

- 80
- 80
- 70,916

If a revised form is submitted, date of submission: 2/24/2020

Net Rentable Square Footage from Rent Schedule: 70,916

Common Area Square Footage (as specified on Architect Certification): 70,916

Information below to be used by Supportive Housing Applicants only.

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

Use this number to figure points under 11.9(e)(2): 70,916
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></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1BR</td>
<td>20</td>
<td>5%</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>2BR</td>
<td>36</td>
<td>5%</td>
<td>1.8</td>
<td>1.8</td>
<td>2</td>
</tr>
<tr>
<td>3BR</td>
<td>24</td>
<td>5%</td>
<td>1.2</td>
<td>1.2</td>
<td>1</td>
</tr>
<tr>
<td>...</td>
<td>...</td>
<td>...</td>
<td>...</td>
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</tr>
<tr>
<td>80</td>
<td></td>
<td></td>
<td></td>
<td>4</td>
<td>4</td>
</tr>
</tbody>
</table>

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

**EXAMPLE:**

<table>
<thead>
<tr>
<th>Unit Description</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/1 (874sqft &amp; 806)</td>
<td>28</td>
<td>5%</td>
<td>1.4</td>
<td>1.4</td>
<td>1</td>
</tr>
<tr>
<td>2/2 (950 sqft &amp; 1000)</td>
<td>36</td>
<td>5%</td>
<td>1.8</td>
<td>1.8</td>
<td>2</td>
</tr>
<tr>
<td>3/2 (1120 sqft &amp; 1120)</td>
<td>4</td>
<td>5%</td>
<td>0.2</td>
<td>0.2</td>
<td>1</td>
</tr>
<tr>
<td>D</td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>E</td>
<td>5%</td>
<td>0</td>
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<tr>
<td>68</td>
<td></td>
<td></td>
<td></td>
<td>4</td>
<td>4</td>
</tr>
</tbody>
</table>

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

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

By: [Signature]

Paul Miller
Printed Name

2/20/2020

Miller Slayton Architects, Inc.
Firm Name (If applicable)
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: Hearing/Visual Units Calculation

<table>
<thead>
<tr>
<th>Unit Description</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required (Rounded)</th>
<th>Units Proposed</th>
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</thead>
<tbody>
<tr>
<td>1BR</td>
<td>20</td>
<td>2%</td>
<td>0.4</td>
<td>1</td>
<td>1</td>
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<tr>
<td>2BR</td>
<td>36</td>
<td>2%</td>
<td>0.72</td>
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<td>1</td>
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<tr>
<td>3BR</td>
<td>24</td>
<td>2%</td>
<td>0.48</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
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<tr>
<td></td>
<td>80</td>
<td>2%</td>
<td>1.6</td>
<td>2</td>
<td>2</td>
</tr>
</tbody>
</table>

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

### Example

<table>
<thead>
<tr>
<th>Unit Description</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>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>
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<td>2%</td>
<td>0.08</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td></td>
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<td></td>
<td></td>
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</tr>
<tr>
<td></td>
<td>68</td>
<td>2%</td>
<td>1.36</td>
<td>2</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.

**Signature:**

2/20/2020

**Printed Name:**

Paul Miller

**Firm Name:**

Miller Slayton Architects, Inc.
**Accessible Parking Calculation**

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

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.


### 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**

<table>
<thead>
<tr>
<th>Units in this Amenity Section</th>
<th>Identification of amenity, or amenities of a group, that the APS serves</th>
<th>APSs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Office, etc.:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amenity 1:</td>
<td>DUMPSTER</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

2/21/20
## Accessible Parking for Residential Units

Enter the information indicated below.

<table>
<thead>
<tr>
<th>Description</th>
<th>Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total dwelling Units in the Development</td>
<td>80</td>
</tr>
<tr>
<td>Total surface parking spaces (including non-residential)</td>
<td>54</td>
</tr>
<tr>
<td>Total carports (including non-residential)</td>
<td>110</td>
</tr>
<tr>
<td>Total garages (including non-residential)</td>
<td>0</td>
</tr>
<tr>
<td>Total parking spaces of all types:</td>
<td>164</td>
</tr>
<tr>
<td>Total APSs that serve non-residential purposes (i.e. office, amenities, etc.)</td>
<td>2</td>
</tr>
<tr>
<td>Total of all types of parking spaces that serve dwelling units:</td>
<td>162</td>
</tr>
<tr>
<td>APSs for mobility accessible units (5% of unit count, if spaces are sufficient):</td>
<td>4</td>
</tr>
<tr>
<td>Parking spaces that serve dwelling units in excess of one per unit (if applicable):</td>
<td>82</td>
</tr>
<tr>
<td>APSs required in excess of one per mobility accessible unit:</td>
<td>2</td>
</tr>
<tr>
<td>Total APSs required (including dwelling units and facilities/amenities):</td>
<td>4</td>
</tr>
</tbody>
</table>

### 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.

<table>
<thead>
<tr>
<th>Type of Parking</th>
<th>Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum number of surface parking spaces (include dwelling unit and amenity spaces) that must be APSs:</td>
<td>8</td>
</tr>
<tr>
<td>Minimum number of carports that must be APSs:</td>
<td>7</td>
</tr>
<tr>
<td>Number of garages that must be APSs:</td>
<td>0</td>
</tr>
<tr>
<td>APSs that Must Be Van Spaces</td>
<td></td>
</tr>
<tr>
<td>Total Van APSs required, including all types of spaces:</td>
<td>2</td>
</tr>
<tr>
<td>Minimum number of surface parking spaces that must be van APSs:</td>
<td>2</td>
</tr>
<tr>
<td>Minimum number of carports that must be van APSs:</td>
<td>2</td>
</tr>
<tr>
<td>Minimum number of garages that must be van APSs:</td>
<td>0</td>
</tr>
</tbody>
</table>

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**

2/20/2020

**Printed Name**

Paul Miller

**Firm Name (if applicable)**

Miller Slayton Architects, Inc.

**Date**

2/20/2020
2020 HTC
Full Application

Part 4 Tab 24

Rent Schedule
## Rent Designations (select from Drop down menu)

<table>
<thead>
<tr>
<th>HTC Units</th>
<th>MPDL - 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>(A) x (B)</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>
<tr>
<td>TC 30%</td>
<td>3</td>
<td>1</td>
<td>1.0</td>
<td>679</td>
<td>2,037</td>
<td>467</td>
<td>59</td>
<td>408</td>
<td>1,224</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TC 50%</td>
<td>8</td>
<td>1</td>
<td>1.0</td>
<td>679</td>
<td>5,432</td>
<td>779</td>
<td>59</td>
<td>720</td>
<td>5,760</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>TC 60%</td>
<td>7</td>
<td>1</td>
<td>1.0</td>
<td>679</td>
<td>4,753</td>
<td>935</td>
<td>59</td>
<td>876</td>
<td>6,132</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MR</td>
<td>2</td>
<td>1</td>
<td>1.0</td>
<td>679</td>
<td>1,358</td>
<td></td>
<td>75</td>
<td>486</td>
<td>1,944</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TC 30%</td>
<td>4</td>
<td>2</td>
<td>2.0</td>
<td>876</td>
<td>3,504</td>
<td>561</td>
<td>75</td>
<td>860</td>
<td>11,180</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>TC 50%</td>
<td>13</td>
<td>2</td>
<td>2.0</td>
<td>876</td>
<td>11,388</td>
<td>935</td>
<td>75</td>
<td>1,047</td>
<td>16,752</td>
<td></td>
<td></td>
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<tr>
<td>TC 60%</td>
<td>16</td>
<td>2</td>
<td>2.0</td>
<td>876</td>
<td>14,016</td>
<td>1,122</td>
<td>75</td>
<td>1,047</td>
<td>16,752</td>
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</tr>
<tr>
<td>MR</td>
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<td>2</td>
<td>2.0</td>
<td>876</td>
<td>2,628</td>
<td></td>
<td>75</td>
<td>1,122</td>
<td>3,366</td>
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<tr>
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<td>1</td>
<td>3</td>
<td>2.0</td>
<td>1075</td>
<td>1,075</td>
<td>648</td>
<td>87</td>
<td>561</td>
<td>561</td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>TC 50%</td>
<td>8</td>
<td>3</td>
<td>2.0</td>
<td>1075</td>
<td>8,600</td>
<td>1,080</td>
<td>87</td>
<td>7,944</td>
<td></td>
<td></td>
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<tr>
<td>TC 60%</td>
<td>12</td>
<td>3</td>
<td>2.0</td>
<td>1075</td>
<td>12,900</td>
<td>1,296</td>
<td>87</td>
<td>14,508</td>
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<tr>
<td>MR</td>
<td>3</td>
<td>3</td>
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<td>3,225</td>
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<td>87</td>
<td>3,888</td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

**TOTAL:** 80

| 70,916 | 75,129 |

### Non Rental Income
- $0.00 per unit/month for: [Interest income, retained deposits, fees]
- $15.00 per unit/month for: [Total Nonrental Income]

### Total Nonrental Income
- $15.00 per unit/month

### Total Monthly Rent

### Self Score Total:

### Rent Schedule

**Unit types must be entered from smallest to largest based on # of Bedrooms and Unit Size, then within the same # of Bedrooms and Unit Size from lowest to highest Rent Collected/Unit.**

**If MFDL only or MFDL is the only permanent financing, there cannot be ANY market rate Units.**

### Private Activity Bond Priority (For Tax-Exempt Bond Developments ONLY):

### Interest income, retained deposits, fees: $1,200

### Provision for Vacancy & Collection Loss
- 7.50% of Potential Gross Income: ($5,725)

### Rental Concessions (enter as a negative number)

### Total Nonrental Income: $1,200

### Effective Gross Monthly Income
- 70,604

### Effective Gross Annual Income
- 847,252

If a revised form is submitted, date of submission: 2/21/2020
Rent Schedule (Continued)

<table>
<thead>
<tr>
<th>HOUSING</th>
<th>% of LI</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>TC20%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TC30%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TC40%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TC50%</td>
<td>11%</td>
<td>10%</td>
</tr>
<tr>
<td>TC60%</td>
<td>40%</td>
<td>36%</td>
</tr>
<tr>
<td>TC70%</td>
<td>49%</td>
<td>44%</td>
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<tr>
<td>TC80%</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>MRB20%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MRB30%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MRB40%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MRB50%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MRB60%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MRB70%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MRB80%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MRB20%</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>MRB30%</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>MRB40%</td>
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<td></td>
</tr>
<tr>
<td>MRB50%</td>
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<td></td>
</tr>
<tr>
<td>MRB60%</td>
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<td></td>
</tr>
<tr>
<td>MRB70%</td>
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<td></td>
</tr>
<tr>
<td>MRB80%</td>
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</tr>
<tr>
<td>HTC LI Total</td>
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<td>EO</td>
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<td></td>
</tr>
<tr>
<td>MR</td>
<td>11%</td>
<td>10%</td>
</tr>
<tr>
<td>MR Total</td>
<td>10%</td>
<td>8</td>
</tr>
<tr>
<td>Total HTC Units</td>
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<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TAX CREDITS</th>
<th>% of LI</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>HTC LI Total</td>
<td>72</td>
<td></td>
</tr>
<tr>
<td>EO</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>MR</td>
<td>11%</td>
<td>10%</td>
</tr>
<tr>
<td>MR Total</td>
<td>10%</td>
<td>8</td>
</tr>
<tr>
<td>Total HTC Units</td>
<td>80</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DIRECT LOAN (NHTF)</th>
<th>% of LI</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>HTF30%</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>NHTF LI Total</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>MR</td>
<td>0</td>
<td></td>
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<tr>
<td>MR Total</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>HTF Total</td>
<td>0</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>BEDROOMS</th>
<th>% of LI</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>1</td>
<td>20</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>36</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>24</td>
<td></td>
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<tr>
<td>4</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>0</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>MORTGAGE REVENUE</th>
<th>% of LI</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>MRB20%</td>
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<tr>
<td>MRB30%</td>
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<td></td>
</tr>
<tr>
<td>MRB40%</td>
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<tr>
<td>MRB50%</td>
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<td>MRB60%</td>
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<td>MRB80%</td>
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<td>MRB30%</td>
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<td>MRB40%</td>
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<td>MRB50%</td>
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<td>MRB60%</td>
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<td>MRB80%</td>
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<td>MRBMRR Total</td>
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</tr>
<tr>
<td>MRB Total</td>
<td>0</td>
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</tr>
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</table>

<table>
<thead>
<tr>
<th>BOND</th>
<th>% of LI</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>MRB LI Total</td>
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<tr>
<td>MRBMRR</td>
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<td>MRBMRR Total</td>
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</tr>
<tr>
<td>MRB Total</td>
<td>0</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DIRECT LOAN (HOME, TCAP RF, and/or NSP1 PI)</th>
<th>% of LI</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Direct Loan LI Total</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>EO</td>
<td>0</td>
<td></td>
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<tr>
<td>MR</td>
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<tr>
<td>MR Total</td>
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</tr>
<tr>
<td>Direct Loan Total</td>
<td>0</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>OTHER</th>
<th>% of LI</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total OT Units</td>
<td>0</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ACQUISITION + HARD</th>
<th>% of LI</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost Per Sq. Ft</td>
<td>$130.67</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>HARD</th>
<th>% of LI</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost Per Sq. Ft</td>
<td>$130.67</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>BUILDING</th>
<th>% of LI</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost Per Sq. Ft</td>
<td>$95.32</td>
<td></td>
</tr>
</tbody>
</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.**
### 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>Electric</td>
<td>$14</td>
<td>$18</td>
<td>$20</td>
<td></td>
<td></td>
<td>Dallas County 10/1/19</td>
</tr>
<tr>
<td>Cooking</td>
<td>Tenant</td>
<td>Electric</td>
<td>$2</td>
<td>$4</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Electric</td>
<td>Tenant</td>
<td>Electric</td>
<td>$18</td>
<td>$22</td>
<td>$26</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Air Conditioning</td>
<td>Tenant</td>
<td>Electric</td>
<td>$13</td>
<td>$17</td>
<td>$19</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water Heater</td>
<td>Tenant</td>
<td>Electric</td>
<td>$12</td>
<td>$14</td>
<td>$18</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water</td>
<td>Landlord</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sewer</td>
<td>Landlord</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Trash</td>
<td>Landlord</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Flat Fee</td>
<td>Tenant</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td>Tenant</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Paid by Tenant</td>
<td></td>
<td></td>
<td>$-</td>
<td>$59.0</td>
<td>$75.0</td>
<td>$87.0</td>
<td>$-</td>
<td></td>
</tr>
</tbody>
</table>

Other (Describe)

If a revised form is submitted, date of submission: __________________________
### Allowances for Tenant-Furnished Utilities and Other Services

See Public Report Statement and Instructions on back

<table>
<thead>
<tr>
<th>Locality</th>
<th>Dallas County</th>
<th>Unit Type</th>
<th>Apartments/Town Homes/Condos</th>
<th>Date (mm/dd/yyyy)</th>
<th>Monthly Dollar Allowances</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0 BR</td>
</tr>
<tr>
<td><strong>Utility or Service</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Heating</td>
</tr>
<tr>
<td></td>
<td></td>
<td>a. Natural Gas</td>
<td>12.00</td>
<td></td>
<td>15.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>b. Bottle Gas</td>
<td></td>
<td></td>
<td>12.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>c. Oil/Electric</td>
<td></td>
<td></td>
<td>12.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>d. Coal/Other</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Cooking</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>a. Natural Gas</td>
<td>1.00</td>
<td></td>
<td>3.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>b. Bottle Gas</td>
<td></td>
<td></td>
<td>2.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>c. Oil/Electric</td>
<td></td>
<td></td>
<td>1.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>d. Coal/Other</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Other Electric</td>
<td>16.00</td>
<td></td>
<td>18.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Air Conditioning</td>
<td>11.00</td>
<td></td>
<td>13.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Water Heater</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>a. Natural Gas</td>
<td>7.00</td>
<td></td>
<td>10.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>b. Bottle Gas</td>
<td></td>
<td></td>
<td>8.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>c. Oil/Electric</td>
<td></td>
<td></td>
<td>8.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>d. Coal/Other</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Water</td>
<td>17.00</td>
<td></td>
<td>25.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Sewer</td>
<td>6.00</td>
<td></td>
<td>6.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Trash Collection</td>
<td>19.00</td>
<td></td>
<td>19.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Range/Microwave</td>
<td>11.00</td>
<td></td>
<td>11.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Refrigerator</td>
<td>12.00</td>
<td></td>
<td>12.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Other -- specify</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Actual Family Allowances</strong></td>
<td>To be used by the family to compute allowance.</td>
<td><strong>Utility or Service</strong></td>
<td>per. month cost</td>
<td><strong>Heating</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Name of Family</strong></td>
<td></td>
<td><strong>Cooking</strong></td>
<td></td>
<td><strong>Other Electric</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Address of Unit</strong></td>
<td></td>
<td><strong>Air Conditioning</strong></td>
<td></td>
<td><strong>Water Heater</strong></td>
<td></td>
</tr>
<tr>
<td>–, TEXAS</td>
<td></td>
<td><strong>Water</strong></td>
<td></td>
<td><strong>Sewer</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>Trash Collection</strong></td>
<td></td>
<td><strong>Range/Microwave</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>Refrigerator</strong></td>
<td></td>
<td><strong>Other -- specify</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Annual Operating Expenses
## ANNUAL OPERATING EXPENSES

### General & Administrative Expenses

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounting</td>
<td>$12,000</td>
</tr>
<tr>
<td>Advertising</td>
<td>$9,600</td>
</tr>
<tr>
<td>Legal fees</td>
<td>$6,000</td>
</tr>
<tr>
<td>Leased equipment</td>
<td>$4,800</td>
</tr>
<tr>
<td>Postage &amp; office supplies</td>
<td>$3,600</td>
</tr>
<tr>
<td>Telephone</td>
<td>$2,400</td>
</tr>
<tr>
<td>Other</td>
<td>$2,400</td>
</tr>
<tr>
<td>Total General &amp; Admin Expenses</td>
<td>$36,000</td>
</tr>
</tbody>
</table>

### Management Fee

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Percent of Effective Gross Income</td>
<td>5.00%</td>
</tr>
<tr>
<td>Payment</td>
<td>$42,363</td>
</tr>
</tbody>
</table>

### Payroll, Payroll Tax & Employee Benefits

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Management</td>
<td>$47,860</td>
</tr>
<tr>
<td>Maintenance</td>
<td>$40,000</td>
</tr>
<tr>
<td>Other</td>
<td>$23,240</td>
</tr>
<tr>
<td>Total Payroll</td>
<td>$111,100</td>
</tr>
</tbody>
</table>

### Repairs & Maintenance

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elevator</td>
<td>$6,000</td>
</tr>
<tr>
<td>Exterminating</td>
<td>$1,584</td>
</tr>
<tr>
<td>Grounds</td>
<td>$15,000</td>
</tr>
<tr>
<td>Make-ready</td>
<td>$11,200</td>
</tr>
<tr>
<td>Repairs</td>
<td>$16,800</td>
</tr>
<tr>
<td>Pool</td>
<td>$2,400</td>
</tr>
<tr>
<td>Other</td>
<td>$2,400</td>
</tr>
<tr>
<td>Total Repairs</td>
<td>$50,584</td>
</tr>
</tbody>
</table>

### Utilities (Enter Only Property Paid Expense)

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electric</td>
<td>$18,000</td>
</tr>
<tr>
<td>Natural gas</td>
<td>$8,400</td>
</tr>
<tr>
<td>Trash</td>
<td>$29,600</td>
</tr>
<tr>
<td>Water/Sewer</td>
<td>$15,000</td>
</tr>
<tr>
<td>Other</td>
<td>$2,400</td>
</tr>
<tr>
<td>Total Utilities</td>
<td>$56,000</td>
</tr>
</tbody>
</table>

### Annual Property Insurance

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rate per net rentable square foot</td>
<td>$0.41</td>
</tr>
<tr>
<td>Payment</td>
<td>$28,800</td>
</tr>
</tbody>
</table>

### Property Taxes

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Property Taxes</td>
<td>$133,000</td>
</tr>
<tr>
<td>Payments in Lieu of Taxes</td>
<td>$0.00</td>
</tr>
<tr>
<td>Total Property Taxes</td>
<td>$133,000</td>
</tr>
</tbody>
</table>

### Reserve for Replacements

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual reserves per unit</td>
<td>$250</td>
</tr>
<tr>
<td>Total Reserve</td>
<td>$20,000</td>
</tr>
</tbody>
</table>

### Other Expenses

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Security</td>
<td>$15,000</td>
</tr>
<tr>
<td>HOA fees</td>
<td>$2,400</td>
</tr>
<tr>
<td>Other</td>
<td>$2,400</td>
</tr>
<tr>
<td>Total Other Expenses</td>
<td>$17,880</td>
</tr>
</tbody>
</table>

### TOTAL ANNUAL EXPENSES

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expense per unit</td>
<td>$6197</td>
</tr>
<tr>
<td>Total</td>
<td>$495,727</td>
</tr>
</tbody>
</table>

### NET OPERATING INCOME (before debt service)

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Community Bank of Texas</td>
<td>$293,699</td>
</tr>
<tr>
<td>TDHCA Bond-Issuer Admin Fee (0.10%)</td>
<td>$0.00</td>
</tr>
<tr>
<td>Total Annual Debt Service</td>
<td>$293,699</td>
</tr>
</tbody>
</table>

### NET CASH FLOW

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Debt Coverage Ratio</td>
<td>1.20</td>
</tr>
<tr>
<td>Total</td>
<td>$57,826</td>
</tr>
</tbody>
</table>

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If a revised form is submitted, date of submission: 2/21/2020

---
## 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.

### 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>$901,548</td>
<td>$919,579</td>
<td>$937,971</td>
<td>$956,730</td>
<td>$975,865</td>
<td>$1,077,433</td>
<td>$1,189,573</td>
</tr>
<tr>
<td>Secondary Income</td>
<td>$14,400</td>
<td>$14,688</td>
<td>$14,982</td>
<td>$15,281</td>
<td>$15,587</td>
<td>$17,209</td>
<td>$19,000</td>
</tr>
<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$915,948</td>
<td>$934,267</td>
<td>$952,952</td>
<td>$972,011</td>
<td>$991,452</td>
<td>$1,094,643</td>
<td>$1,189,573</td>
</tr>
<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>$(568,696)</td>
<td>$(70,070)</td>
<td>$(71,471)</td>
<td>$(72,901)</td>
<td>$(74,359)</td>
<td>$(82,098)</td>
<td>$(90,643)</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>$847,252</td>
<td>$864,197</td>
<td>$881,481</td>
<td>$899,110</td>
<td>$917,093</td>
<td>$1,012,544</td>
<td>$1,117,931</td>
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</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>$36,000</td>
<td>$37,080</td>
<td>$38,192</td>
<td>$39,338</td>
<td>$40,518</td>
<td>$46,972</td>
<td>$54,453</td>
</tr>
<tr>
<td>Management Fee</td>
<td>$42,363</td>
<td>$43,210</td>
<td>$44,074</td>
<td>$44,956</td>
<td>$45,855</td>
<td>$50,628</td>
<td>$55,897</td>
</tr>
<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$111,100</td>
<td>$114,433</td>
<td>$117,866</td>
<td>$121,402</td>
<td>$125,044</td>
<td>$144,960</td>
<td>$168,049</td>
</tr>
<tr>
<td>Repairs &amp; Maintenance</td>
<td>$50,584</td>
<td>$52,102</td>
<td>$53,665</td>
<td>$55,275</td>
<td>$56,933</td>
<td>$66,001</td>
<td>$76,513</td>
</tr>
<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$18,000</td>
<td>$18,540</td>
<td>$19,096</td>
<td>$19,669</td>
<td>$20,259</td>
<td>$23,486</td>
<td>$27,227</td>
</tr>
<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$38,000</td>
<td>$39,140</td>
<td>$40,314</td>
<td>$41,524</td>
<td>$42,769</td>
<td>$49,581</td>
<td>$57,478</td>
</tr>
<tr>
<td>Annual Property Insurance Premiums</td>
<td>$28,800</td>
<td>$29,664</td>
<td>$30,554</td>
<td>$31,471</td>
<td>$32,415</td>
<td>$37,577</td>
<td>$43,563</td>
</tr>
<tr>
<td>Property Tax</td>
<td>$133,000</td>
<td>$136,990</td>
<td>$141,100</td>
<td>$145,333</td>
<td>$149,693</td>
<td>$173,535</td>
<td>$201,174</td>
</tr>
<tr>
<td>Reserve for Replacements</td>
<td>$20,000</td>
<td>$20,600</td>
<td>$21,218</td>
<td>$21,855</td>
<td>$22,510</td>
<td>$26,095</td>
<td>$30,252</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>$17,880</td>
<td>$18,416</td>
<td>$18,969</td>
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<td>$540,359</td>
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<td>$642,165</td>
<td>$741,651</td>
</tr>
</tbody>
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### DEBT SERVICE

<table>
<thead>
<tr>
<th></th>
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<th>YEAR 3</th>
<th>YEAR 4</th>
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### 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)

**Signature, Authorized Representative, Construction or Permanent Lender**

Printed Name  
Phone:  
Email:  
Date:  

**Signature, Authorized Representative, Syndicator**

Printed Name  
Date:  

If a revised form is submitted, date of submission:  
2/21/2020
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.

### INCOME

<table>
<thead>
<tr>
<th>Year</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>$901,548</td>
<td>$919,579</td>
<td>$937,971</td>
<td>$956,730</td>
<td>$975,865</td>
<td>$1,077,433</td>
<td>$1,189,573</td>
</tr>
<tr>
<td>Secondary Income</td>
<td>$14,400</td>
<td>$14,688</td>
<td>$14,982</td>
<td>$15,281</td>
<td>$15,587</td>
<td>$15,893</td>
<td>$16,200</td>
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<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$916,948</td>
<td>$934,267</td>
<td>$952,952</td>
<td>$972,011</td>
<td>$991,452</td>
<td>$1,094,643</td>
<td>$1,208,574</td>
</tr>
<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>($68,696)</td>
<td>($70,070)</td>
<td>($71,471)</td>
<td>($72,901)</td>
<td>($74,359)</td>
<td>($82,098)</td>
<td>($90,643)</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>$847,252</td>
<td>$864,197</td>
<td>$881,481</td>
<td>$899,110</td>
<td>$917,053</td>
<td>$1,012,544</td>
<td>$1,117,931</td>
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</tbody>
</table>

### EXPENSES

<table>
<thead>
<tr>
<th>Category</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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</tr>
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<tbody>
<tr>
<td>General &amp; Administrative Expenses</td>
<td>$36,000</td>
<td>$37,080</td>
<td>$38,192</td>
<td>$39,338</td>
<td>$40,518</td>
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</tr>
<tr>
<td>Management Fee</td>
<td>$42,363</td>
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<td>$45,855</td>
<td>$50,628</td>
<td>$55,897</td>
</tr>
<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$111,100</td>
<td>$114,433</td>
<td>$117,866</td>
<td>$121,402</td>
<td>$125,044</td>
<td>$144,960</td>
<td>$168,049</td>
</tr>
<tr>
<td>Repairs &amp; Maintenance</td>
<td>$50,584</td>
<td>$52,102</td>
<td>$53,665</td>
<td>$55,275</td>
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<td>$66,001</td>
<td>$76,513</td>
</tr>
<tr>
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<td>$19,096</td>
<td>$19,669</td>
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<td>Water, Sewer &amp; Trash Utilities</td>
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<td>$39,140</td>
<td>$40,314</td>
<td>$41,524</td>
<td>$42,769</td>
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<td>Annual Property Insurance Premiums</td>
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<td>Property Tax</td>
<td>$133,000</td>
<td>$136,990</td>
<td>$141,100</td>
<td>$145,333</td>
<td>$149,693</td>
<td>$173,535</td>
<td>$201,174</td>
</tr>
<tr>
<td>Reserve for Repairs</td>
<td>$20,000</td>
<td>$20,600</td>
<td>$21,218</td>
<td>$21,855</td>
<td>$22,510</td>
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<td>$351,525</td>
<td>$374,022</td>
<td>$356,433</td>
<td>$315,791</td>
<td>$300,953</td>
<td>$324,225</td>
<td>$360,702</td>
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</table>

### DEBT SERVICE

<table>
<thead>
<tr>
<th>Year</th>
<th>YEAR 1</th>
<th>YEAR 2</th>
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<tr>
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<td>1.21</td>
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<td>1.22</td>
<td>1.23</td>
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**Signature, Authorized Representative, Construction or Permanent Lender**

**Signature, Authorized Representative, Syndicator**

| Phone: | 2(1) 308-5754 |
| Email: | scott@ehbo.com |

If a revised form is submitted, date of submission: 2/20/2020

2/20/2020
The proforma 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.

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<td>$173,535</td>
<td>$201,174</td>
</tr>
<tr>
<td>Reserve for Replacements</td>
<td>$20,000</td>
<td>$21,218</td>
<td>$21,855</td>
<td>$22,510</td>
<td>$23,276</td>
<td>$26,095</td>
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<td>$354,022</td>
<td>$356,433</td>
<td>$358,751</td>
<td>$360,972</td>
<td>$370,380</td>
<td>$376,280</td>
</tr>
</tbody>
</table>

DEBT SERVICE

| First Deed of Trust Annual Loan Payment | $293,699 | $293,699 | $293,699 | $293,699 | $293,699 | $293,699 | $293,699 |
| Second Deed of Trust Annual Loan Payment | $293,699 | $293,699 | $293,699 | $293,699 | $293,699 | $293,699 | $293,699 |
| Third Deed of Trust Annual Loan Payment | $293,699 | $293,699 | $293,699 | $293,699 | $293,699 | $293,699 | $293,699 |
| Other Annual Required Payment | $293,699 | $293,699 | $293,699 | $293,699 | $293,699 | $293,699 | $293,699 |
| ANNUAL NET CASH FLOW | $57,826 | $60,323 | $62,733 | $65,052 | $67,273 | $76,680 | $82,581 |
| CUMULATIVE NET CASH FLOW | $57,826 | $118,149 | $180,882 | $245,934 | $313,208 | $673,092 | $1,071,246 |
| Debt Coverage Ratio | 1.20 | 1.21 | 1.21 | 1.22 | 1.23 | 1.26 | 1.28 |

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2020 HTC
Full Application

Part 4 Tab 28

Offsite Cost Breakdown
Off-Site Cost Breakdown

This form must be submitted with the Development Cost Schedule if the development has offsite costs, whether those costs are included in the budget as a line item, embedded in the acquisition costs, 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.

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

Column B and C: In determining actual construction cost, two different methods may be used:

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

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

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

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

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

<table>
<thead>
<tr>
<th>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>Offsite Concrete</td>
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<td>$30,000.00</td>
</tr>
<tr>
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<td>$35,000.00</td>
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<td></td>
<td>$35,000.00</td>
</tr>
</tbody>
</table>

Total $65,000

Signature of Registered Engineer responsible for Budget Justification

Printed Name: Andrea Taylor

Date: 02/20/2020

If a revised form is submitted, date of submission:
SAN VITO, LLLP

INDEPENDENT ACCOUNTANT’S REPORT
ON APPLYING AGREED-UPON PROCEDURES

FEBRUARY 20, 2020
INDEPENDENT ACCOUNTANT’S REPORT
ON APPLYING AGREED-UPON PROCEDURES

To: San Vito, LLLP (the “Owner”)
5501-A Balcones Dr. #302
Austin, TX 78731

RE: Name of Property: San Vito (the “Property”)
Name of Applicant: San Vito, LLLP (the “Company”)

We have performed the procedures enumerated below, which were agreed to by the Texas Department of Housing and Community Affairs (the “Agency”) and at the request of the Owner (collectively the “specified parties”), solely to assist you with respect to determining whether certain site work and off-site costs are expected to be includable in eligible basis per the tax credit application documents of the Owner submitted to the Agency. The Owner is responsible for determining whether certain site improvements are expected to be includable in eligible basis. The sufficiency of these procedures is solely the responsibility of the specified parties. 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.

Our procedures and associated findings are as follows:

1. We read the detailed cost breakdown for all estimated site work and off-site costs, completed by a third party engineer, licensed to practice in the State of Texas, and the development cost schedule, provided by the Company, to identify total estimated site-work costs.

   Finding: We determined the detailed cost breakdown for estimated site work and off-site work for the Property agrees to the detailed site work estimate prepared by Andrea E. Taylor, P.E. (the “Licensed Professional Engineer”) and dated as of February 20, 2020.

2. We read the pertinent portions of the Internal Revenue Cost Section 42 and the Treasury Regulations (“IRC 42”) to determine the definition of eligible basis. We also read Internal Revenue Service Technical Advice Memoranda 200043015, 200043016, 200043017, 200044004, 200044005 and 200203013, along with IRS Revenue Ruling 2002-9 (the “TAMs”), to identify which costs can be included into eligible basis.

   Finding: We determined the definition of eligible basis, as it pertains to the inclusion of site work costs in eligible basis.

3. We read pertinent portions of the 2020 Housing Tax Credit Program Qualified Allocation Plan (the “QAP”) and the 2020 Multifamily Programs Application Procedures Manual (the “Application Manual”) for the 2020 Multifamily Uniform Application (the “Application”) to
determine criteria specific to Site-work Cost Schedule that is to be submitted by the Company to the Agency.

**Finding:** We determined that the expected site work costs exceeded $15,000 per unit. Therefore, the Owner is required to provide a letter from a certified public accountant allocating which portions of those site work costs should be included in eligible basis.

4. We discussed the estimated site work costs, the accounting treatment of the site work costs, and the eligible basis treatment of the site work costs with the Company.

**Finding:** We determined that $1,505,000 of expected site work costs are includable in eligible basis.

5. We read IRS Private Letter Ruling 200916007 (“PLR 200916007”).

**Finding:** Site work and off-site costs are allowable costs as described in PLR 200916007.

6. We discussed the estimated site work and off-site costs and their respective accounting treatments with the Owner.

**Finding:** $65,000 of the off-site costs and $1,505,000 of the site work costs are potentially includable in eligible basis.

Based on our understanding of the TAMs, and representations made to us by the Owner regarding the probable character and nature of the estimated site work costs and off-site costs, we determined that estimated off-site costs of $65,000 and site work costs of $1,505,000 are potentially includable in eligible basis at cost certification, based on estimates of off-site costs of $65,000 and site work costs of $1,535,000 by the Registered Professional Engineer for the Property. The breakout of site work from the application is as follows:

<table>
<thead>
<tr>
<th>Total Costs</th>
<th>Eligible Basis</th>
</tr>
</thead>
<tbody>
<tr>
<td>Off-site costs</td>
<td>$ 65,000</td>
</tr>
<tr>
<td>Site work costs</td>
<td>$ 1,535,000</td>
</tr>
<tr>
<td>Total costs</td>
<td>$ 1,600,000</td>
</tr>
<tr>
<td></td>
<td>$ 1,570,000</td>
</tr>
</tbody>
</table>

The final determination of site work and off-site costs that are includable in eligible basis of the Property at cost certification cannot be made until the site work is completed, and the character and nature of the site work can be evaluated. Furthermore, the Owner’s treatment of site work and off-site costs is not free from challenge by the IRS and the final outcome of these issues in an IRS examination is not free from doubt.
The author of this document’s written tax advice did not intend nor write the advice to be used to avoid any penalty imposed by a taxing authority, nor may any recipient of this document use this document’s written tax advice for that purpose. This document’s tax advice was written specifically to support the promotion or marketing of the matter addressed by the written tax advice. Therefore, any recipient of this document should seek an independent tax professional’s advice regarding the recipient’s particular circumstances.

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. 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 specified parties, is not intended to be and should not be used by anyone other than those specified parties.

Tidwell Group, LLC

Birmingham, Alabama
February 21, 2020

Contact person for questions about this report: Jeanne-Marie Smith
Phone#: (205)-271-5520
E-Mail: Jeanne-Marie.Smith@tidwellgroup.com
2020 HTC
Full Application

Part 4 Tab 29

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) data for the activity.

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

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

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

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

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

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

For Site Work costs that exceed $15,000 per Unit and are included in Eligible Basis, a CPA letter allocating which portions of those site costs should be included in Eligible Basis and which ones may 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>$30,000.00</td>
<td></td>
<td>$30,000.00</td>
<td></td>
<td></td>
<td>$30,000.00</td>
</tr>
<tr>
<td>Rough Grading</td>
<td>$250,000.00</td>
<td></td>
<td>$250,000.00</td>
<td></td>
<td></td>
<td>$250,000.00</td>
</tr>
<tr>
<td>Fine Grading</td>
<td>$100,000.00</td>
<td></td>
<td>$100,000.00</td>
<td></td>
<td></td>
<td>$100,000.00</td>
</tr>
<tr>
<td>On-site concrete</td>
<td>$180,000.00</td>
<td></td>
<td>$180,000.00</td>
<td></td>
<td></td>
<td>$180,000.00</td>
</tr>
<tr>
<td>On-site electrical</td>
<td>$200,000.00</td>
<td></td>
<td>$200,000.00</td>
<td></td>
<td></td>
<td>$200,000.00</td>
</tr>
<tr>
<td>On-site paving</td>
<td>$450,000.00</td>
<td></td>
<td>$450,000.00</td>
<td></td>
<td></td>
<td>$450,000.00</td>
</tr>
<tr>
<td>On-site utilities</td>
<td>$120,000.00</td>
<td></td>
<td>$120,000.00</td>
<td></td>
<td></td>
<td>$120,000.00</td>
</tr>
<tr>
<td>Wheelstops, striping, &amp; signs</td>
<td>$25,000.00</td>
<td></td>
<td>$25,000.00</td>
<td></td>
<td></td>
<td>$25,000.00</td>
</tr>
<tr>
<td>Other (mobilization)</td>
<td>$30,000.00</td>
<td></td>
<td>$30,000.00</td>
<td></td>
<td></td>
<td>$30,000.00</td>
</tr>
<tr>
<td>On-site Lighting</td>
<td>$50,000.00</td>
<td></td>
<td>$50,000.00</td>
<td></td>
<td></td>
<td>$50,000.00</td>
</tr>
<tr>
<td>SW/PPP</td>
<td>$25,000.00</td>
<td></td>
<td>$25,000.00</td>
<td></td>
<td></td>
<td>$25,000.00</td>
</tr>
<tr>
<td>Decorative Masonry</td>
<td>$75,000.00</td>
<td></td>
<td>$75,000.00</td>
<td></td>
<td></td>
<td>$75,000.00</td>
</tr>
</tbody>
</table>

**Total** $1,535,000

---

**Signature of Registered Engineer**

**Printed Name**

**Seal**

**Date**

If a revised form is submitted, date of submission: _[ ]_
Texas Department of Housing and Community Affairs  
P.O. Box 13941  
Austin, TX 78711-3941

To whom it may concern,

We are writing this letter in accordance with TAC §11.204(8)(E)(i) to state that we have reviewed the site work costs for San Vito, LLLP and determined that the following costs should be included in the eligible basis calculation.

<table>
<thead>
<tr>
<th>Activity</th>
<th>Labor or Unit Price</th>
<th>Eligible Costs</th>
<th>Ineligible Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Demolition</td>
<td>$30,000</td>
<td>$250,000</td>
<td>-</td>
</tr>
<tr>
<td>Rough grading</td>
<td>250,000</td>
<td>250,000</td>
<td>-</td>
</tr>
<tr>
<td>Fine grading</td>
<td>100,000</td>
<td>100,000</td>
<td>-</td>
</tr>
<tr>
<td>On-site concrete</td>
<td>180,000</td>
<td>180,000</td>
<td>-</td>
</tr>
<tr>
<td>On-site electrical</td>
<td>200,000</td>
<td>200,000</td>
<td>-</td>
</tr>
<tr>
<td>On-site paving</td>
<td>450,000</td>
<td>450,000</td>
<td>-</td>
</tr>
<tr>
<td>On-site utilities</td>
<td>120,000</td>
<td>120,000</td>
<td>-</td>
</tr>
<tr>
<td>Wheelstops, striping, &amp; signs</td>
<td>25,000</td>
<td>25,000</td>
<td>-</td>
</tr>
<tr>
<td>Other (mobilization)</td>
<td>30,000</td>
<td>30,000</td>
<td>-</td>
</tr>
<tr>
<td>On-site lighting</td>
<td>50,000</td>
<td>50,000</td>
<td>-</td>
</tr>
<tr>
<td>SWPPP</td>
<td>25,000</td>
<td>25,000</td>
<td>-</td>
</tr>
<tr>
<td>Decorative masonry</td>
<td>75,000</td>
<td>75,000</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$1,535,000</strong></td>
<td><strong>$1,505,000</strong></td>
<td><strong>$30,000</strong></td>
</tr>
</tbody>
</table>

Should you have any further questions, please contact Jeanne-Marie Smith at (205)-271-5520.

Sincerely,

Birmingham, Alabama  
February 21, 2020
2020 HTC
Full Application

Part 4 Tab 30

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:

<table>
<thead>
<tr>
<th>TOTAL DEVELOPMENT SUMMARY</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total</strong></td>
<td><strong>Eligible Basis (If Applicable)</strong></td>
</tr>
<tr>
<td>Cost</td>
<td>Acquisition</td>
</tr>
<tr>
<td>2,790,000</td>
<td>$0</td>
</tr>
</tbody>
</table>

### ACQUISITION
- Site acquisition cost
- Existing building acquisition cost
- Closing costs & acq. legal fees
- Other (specify) - see footnote 1
- Other (specify) - see footnote 1

Subtotal Acquisition Cost: $2,790,000

### OFF-SITES
- Off-site concrete
- Storm drains & devices
- Water & fire hydrants
- Off-site utilities
- Sewer lateral(s)
- Off-site paving
- Off-site electrical
- Other (specify) - see footnote 1
- Other (specify) - see footnote 1

Subtotal Off-Sites Cost: $65,000

### SITE WORK
- Demolition
- Asbestos Abatement (Demolition Only)
- Detention
- Rough grading
- Fine grading
- On-site concrete
- On-site electrical
- On-site paving
- On-site utilities
- Decorative masonry
- Bumper stops, striping & signs
- Mobilization

Subtotal Site Work Cost: $1,535,000

### SITE AMENITIES
- Landscaping
- Pool and decking
- Athletic court(s), playground(s)
- Fencing
- Benches/tables/grills

Subtotal Site Amenities Cost: $220,000

### BUILDING COSTS*
- Concrete
- Masonry
- Metals
- Woods and Plastics
- Thermal and Moisture Protection
- Roof Covering
- Doors and Windows

---

2/21/2020
<table>
<thead>
<tr>
<th>Finishes</th>
<th>1,187,552</th>
<th>1,187,552</th>
</tr>
</thead>
<tbody>
<tr>
<td>Specialties</td>
<td>88,726</td>
<td>88,726</td>
</tr>
<tr>
<td>Equipment</td>
<td>189,300</td>
<td>189,300</td>
</tr>
<tr>
<td>Furnishings</td>
<td>196,031</td>
<td>196,031</td>
</tr>
<tr>
<td>Special Construction</td>
<td>156,944</td>
<td>156,944</td>
</tr>
<tr>
<td>Conveying Systems (Elevators)</td>
<td>125,000</td>
<td>125,000</td>
</tr>
<tr>
<td>Mechanical (HVAC; Plumbing)</td>
<td>932,658</td>
<td>932,658</td>
</tr>
<tr>
<td>Electrical</td>
<td>643,130</td>
<td>643,130</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
- Other (specify) - see footnote 1

| Subtotal Building Costs | $6,759,768 | $0 | $6,759,768 |

| Voluntary Eligible Building Costs (After 11.9(e)(2)) | $81.89 psf | $5,806,768 |

**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.**

| TOTAL BUILDING COSTS & SITE WORK | $8,514,768 | $0 | $7,531,768 |

| Contingency | 7.00% | $600,584 | $531,774 |

| TOTAL HARD COSTS | %THC | $9,180,352 | $0 | $8,128,542 |

| General requirements (<6%) | 6.00% | 550,821 | 487,713 | 6.00% |
| Field supervision (within GR limit) |  | 183,607 | 162,571 | 2.00% |
| Contractor overhead (<2%) | 2.00% | 550,821 | 487,713 | 6.00% |
| G & A Field (within overhead limit) |  | 183,607 | 162,571 | 2.00% |

| TOTAL CONTRACTOR FEES | $1,285,249 | $0 | $1,137,996 |

| TOTAL CONSTRUCTION CONTRACT | $10,465,601 | $0 | $9,266,538 |

| Voluntary Eligible "Hard Costs" (After 11.9(e)(2)) | $0.00 psf | |

**If NOT seeking to score points under §11.9(e)(2), E96:E97 should remain BLANK. True eligible cost should be entered in line items E83 and E87:E91. 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 | 280,000 | 280,000 |
| Architectural - Design fees | 70,000 | 70,000 |
| Architectural - Supervision fees | 340,000 | 340,000 |
| Engineering fees | 250,000 | 225,000 |
| Real estate attorney/other legal fees | 56,400 | 56,400 |
| Accounting fees | 239,978 | 239,978 |
| Impact Fees | 10,000 | 10,000 |
| Building permits & related costs | 10,000 | 10,000 |
| Appraisal | 21,450 | 21,450 |
| Market analysis | 21,450 | 21,450 |

2/21/2020
<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Survey</td>
<td>22,100</td>
<td>22,100</td>
</tr>
<tr>
<td>Marketing</td>
<td>100,000</td>
<td></td>
</tr>
<tr>
<td>Hazard &amp; liability insurance</td>
<td>28,000</td>
<td></td>
</tr>
<tr>
<td>Real property taxes</td>
<td>192,186</td>
<td>163,358</td>
</tr>
<tr>
<td>Personal property taxes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tenant Relocation</td>
<td>173,245</td>
<td>173,245</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td>175,000</td>
<td></td>
</tr>
<tr>
<td>(Bldr’s Risk, GL, Comp Ops Ins)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(FFE + HFC GC fee)</td>
<td>175,000</td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Soft Cost</strong></td>
<td>$1,989,809</td>
<td>$0</td>
</tr>
<tr>
<td><strong>FINANCING:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>CONSTRUCTION LOAN(S)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Interest</td>
<td>906,536</td>
<td>742,875</td>
</tr>
<tr>
<td>Loan origination fees</td>
<td>94,500</td>
<td>94,500</td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td>175,000</td>
<td>175,000</td>
</tr>
<tr>
<td>Closing costs &amp; legal fees</td>
<td>225,000</td>
<td>145,000</td>
</tr>
<tr>
<td>Inspection fees</td>
<td>100,000</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>
<tr>
<td><strong>PERMANENT LOAN(S)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Loan origination fees</td>
<td>47,000</td>
<td></td>
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<tr>
<td>Title &amp; recording fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Closing costs &amp; legal</td>
<td></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>
<tr>
<td><strong>BRIDGE LOAN(S)</strong></td>
<td></td>
<td></td>
</tr>
<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</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>OTHER FINANCING COSTS</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tax credit fees</td>
<td>36,450</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>128,245</td>
<td>128,245</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></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>$1,712,731</td>
<td>$0</td>
</tr>
<tr>
<td><strong>DEVELOPER FEES</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Housing consultant fees</td>
<td>200,000</td>
<td>200,000</td>
</tr>
</tbody>
</table>

2/21/2020
### General & administrative

<table>
<thead>
<tr>
<th>Profit or fee</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1,826,792</td>
<td>1,669,021</td>
<td>1,826,792</td>
<td>1,669,021</td>
<td>15.00%</td>
<td></td>
</tr>
</tbody>
</table>

**Subtotal Developer Fees**

| 15.00% | 2,026,792 | 0 | 1,869,021 | 15.00% |

### RESERVES

| Rent-up - new funds | 75,000 |  |  |  |  |
| Rent-up - existing reserves* |  |  |  |  |  |
| Operating - new funds | 263,142 |  |  |  |  |
| Operating - existing reserves* |  |  |  |  |  |
| Replacement - new funds |  |  |  |  |  |
| Replacement - existing reserves* |  |  |  |  |  |
| Escrows - new funds |  |  |  |  |  |
| Escrows - existing reserves* |  |  |  |  |  |

**Subtotal Reserves**

| 338,142 | 0 | 0 | 338,142 |

*Any existing reserve amounts should be listed on the Schedule of Sources.*

### TOTAL HOUSING DEVELOPMENT COSTS

|  | 19,323,075 | 0 | 14,329,160 |

### Deduct From Basis:

- Federal grants used to finance costs in Eligible Basis
- Non-qualified non-recourse financing
- Non-qualified portion of higher quality units §42(d)(5)
- Historic Credits (residential portion only)

**Total Eligible Basis**

| 0 | 14,329,160 |

**Total Adjusted Basis**

| 0 | 18,627,908 |

**Applicable Fraction**

| 90% |

**Total Qualified Basis**

| 16,733,450 | 0 | 16,733,450 |

**Applicable Percentage**

| 9.00% |

**Credits Supported by Eligible Basis**

| 1,506,010 | 0 | 1,506,010 |

**Credit Request** (from 17.Development Narrative)

| $1,500,000 |

### 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:** Lisa Stephens

**Phone Number for Contact:** 352-213-8700

**If a revised form is submitted, date of submission:** 2/21/2020
2020 HTC Full Application

Part 4 Tab 31

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).

### Financing Participants

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Construction Period</th>
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</thead>
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<tr>
<td></td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
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</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. to Perm. (Repayable)</td>
<td>$0</td>
<td>0.00%</td>
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<td>Mortgage Revenue Bond</td>
<td>$0</td>
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<td>$</td>
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<td>Community Bank of Texas</td>
<td>Conventional Loan</td>
<td>$14,150,000</td>
<td>5.25%</td>
<td>1st</td>
</tr>
</tbody>
</table>

### Debt

- **Community Bank of Texas**
  - Conventional Loan: $14,150,000, 5.25%, 1st $4,700,000, 5.25%, 35, 15

### Third Party Equity

- **Boston Capital**
  - HTC: $1,500,000, $3,468,403, $13,873,613, 0.925

### Grant

- **§11.9(d)(2)LPS Contribution**

### Deferred Developer Fee

- **SGI Ventures, Inc**
  - $1,821,977, $749,462

### Other

- **Direct Loan Match**

### Total Sources of Funds

- $19,440,380

### Total Uses of Funds

- $19,323,075

2/26/2020
**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).

CBOT will provide construction financing in the form of a construction loan. The amount of the construction loan will be $14,150,000 and will be interest-only at an interest rate of 5.25%. CBOT will also provide the permanent financing in the form of a conventional loan. The conventional perm loan will be in the amount of $4,700,000 at an interest rate of 5.25%. The conventional loan will be amortized over 35 years and carry a 15 year term. Boston Capital will be providing the equity for the project at a syndication rate of $0.925. The total equity contribution will $13,873,613 with 25% of the equity coming in during construction, or $3,468,403. It is currently estimated that $749,462 in developer fee will be deferred.

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.

Per the financing letter requirements, the annual replacement reserves are estimated to be $250/unit. Operating reserves are being required in the amount of $263,142 and rent-up reserves are being required in the amount of $75,000.

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.

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.

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<thead>
<tr>
<th>Signature, Authorized Representative, Construction or Permanent Lender</th>
<th>Printed Name</th>
<th>Date</th>
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<tr>
<td>Telephone:</td>
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Total Sources of Funds $19,440,380 $19,323,075
Total Uses of Funds $19,323,075

2/20/2020
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Signature, Authorized Representative, Construction or Permanent Lender

Printed Name

Date

Telephone: (713) 308-5754

Email address: sro@cbotx.com

If a revised form is submitted, date of submission: 2/20/2020
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| Third Party Equity     |                     |                     | $1,500,000 | $3,468,403 | $13,873,613 | 0.925 |
| Boston Capital         | HTC                 | $                 | $           | $           |             |       |

| Grant                  | §11.9(d)(2)LPS Contribution | | | | | |

| Deferred Developer Fee | SGI Ventures, Inc | $1,821,977 | $749,462 | | | |

| Other                  | Direct Loan Match | | | | | |

| Total Sources of Funds | $19,440,380 | $19,323,075 | | | | |
| Total Uses of Funds    | $19,323,075 | $19,323,075 | | | | |
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Printed Name

Date

Telephone:

Email address:

If a revised form is submitted, date of submission: 2/25/2020

Signature, Authorized Rep, Syndiator

Printed Name

Date 2/20/2020
2020 HTC
Full Application

Part 4 Tab 33
Multifamily Direct Loan Match Funds

NA
2020 HTC
Full Application

Part 4 Tab 34

Finance Scoring
### Finance Scoring (for Competitive HTC Applications ONLY)

<table>
<thead>
<tr>
<th>Score</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>139</td>
<td>Self Score Total:</td>
</tr>
</tbody>
</table>

#### 1. Commitment of Development Funding by Local Political Subdivision (§11.9(d)(2))

Name of the Local Political Subdivision providing the funding: **City of Irving**

- 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.
- 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.
- 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.

Total Points Claimed: **1**

#### 2. Financial Feasibility (§11.9(e)(1))

- Eligible Pro-Forma and letter stating the Development is financially feasible. **0**
- **X** Eligible Pro-Forma and letter stating Development and Principals are acceptable. **26**

Total Points Claimed: **26**

#### 3. Leveraging of Private, State, and Federal Resources (§2306.6725(a)(3); §11.9(e)(4))

- Percent of Units restricted to serve households at or below 30% of AMGI: **10.00%**
- HTC funding request as a percent of Total Housing Development Cost: **7.76%**

**Eligibility for points:**

- **X** Development Leverages CDBG Disaster Recovery, HOPE VI, RAD or Choice Neighborhood Funding: **0**
- Housing Tax Credit Request: **3**
- Housing Tax Credit Request: **2**
- Housing Tax Credit Request: **1**

* Be sure no more than 50% of Developer fees are deferred.

Total Points Claimed: **3**
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
2020 HTC
Full Application

Part 4 Tab 35

Supporting Documents:
Construction and Permanent Financing Letters
and
Gap Financing and/or Owner Contributions
February 21, 2020

San Vito, LLLP  
Sally Gaskin  
SGI Ventures, Inc.  
206 E. Live Oak Street, #D  
Austin, Texas 78704  

Re: San Vito Apartments

Dear Sally,

CommunityBank of Texas (the "Bank") is pleased to provide the following term sheet for construction and permanent financing to San Vito, LLLP (the "Borrower") for the development of San Vito Apartments, an 80-unit family LIHTC project to be built in Irving, Texas. The proposed terms and conditions are as follows:

Summary of Terms

Borrower: San Vito, LLLP

Guaranty: Construction loan guaranty will be provided by San Vito GP, LLC. General Contractor will provide full project Payment and Performance Bonds. Permanent loan will be non-recourse except as to "bad-boy" carve outs.

Project: San Vito Apartments

Credit Facilities: A) Construction loan of up to $14,150,000:

- Priced at a variable rate of Prime Floating subject to a minimum all-in rate of 5.25% (floor of 5.25%)
- 24-month construction loan, plus one 6-month extension as below
- one 6-month extension subject to 1) completion of project, 2) project sources and uses being balanced, 3) receipt of required tax credit equity payments, 4) No event of default has occurred or potential for default to occur, 5) 85% occupancy and 6) No material adverse change in the financial condition of the Project, Borrower and Guarantor(s).
- Interest only due monthly during construction period
- Total construction loan period including extension is 30-months
B) Permanent loan of approximately $4,700,000 at an assumed underwriting rate of interest of 5.25%:

- Permanent loan rate to be locked at no later than construction loan closing of 30-month construction loan. The permanent loan rate would be 5.25% locked today.
- 15-year term upon conversion to permanent status based on 90% occupancy for 90 days and a 1.15:1 debt service coverage.
- **No pre-payment penalty** – you may pre-pay the construction or permanent loan off at any time without penalty.
- Principal and interest due monthly during permanent period based on a 35-year amortization; balloon payment due at maturity.
- Replacement reserves to be $250 per unit per year with agreed upon increases for future years.
- Operating deficit and other reserve requirements subject to Bank review and approval. It is expected that these reserve requirements will mirror the equity LOI.

Note: Construction draws will be processed through the Bank, Title Company, and with approval of a 3rd party construction engineering firm hired by or acceptable to the Bank.

**Loan-to-value:** 1) Actual loan amount will be based on LTV not to exceed 80% during construction period, based on rent-restricted value plus value of the tax credits; 2) LTV not to exceed 80% during permanent period, based on stabilized rent-restricted value. Appraisal report will be in form and substance acceptable to the Bank.

**Collateral:**
- 1st lien deed of trust and assignment of leases and rents on the subject property
- UCC filing on furniture, fixtures, and equipment
- Assignment of Tax Credits
- Security interest in operating and replacement reserve funds
- Assignment and subordination of deferred developer fee and other management fees collected by general partner or related entity
- Assignment and subordination of management, construction, architectural contracts, etc.

**Fees:** Origination fee of 1.00% of the construction loan (payable at construction loan closing), a 0.25% fee for the extension (payable upon exercise) and a 1.00% fee for the permanent loan (payable at construction loan closing). Borrower will also pay for all reasonable costs incurred by the Bank in connection with the loans including, but not limited to, legal fees and expenses, appraisal/survey fees, title insurance premiums and search fees, UCC searches, environmental assessment fees, and inspecting architect fees, whether the facilities contemplated herein are funded or not. This obligation will survive whether the loans are approved or not.

**Reporting Requirements:** Include but are not limited to:

- Annual audited financial statements of Borrower
- Annual financial statements of Guarantors
- Annual evidence of tax credit compliance
- Monthly operating statements on the property once construction is complete
- Quarterly operating statements on the property during the permanent loan period
Summary of Conditions

This proposal is subject to all the following conditions being met prior to construction closing:

Tax Credit Allocation: Receipt of an annual allocation of Low-Income Housing Tax Credits from the Texas Department of Housing & Community Affairs (TDHCA) in a minimum amount of $1,500,000.

Tax Credit Equity: Tax credit investor and equity terms (including price and pay-in schedule) subject to Bank approval. Current model has Boston Capital purchasing the tax credits at $0.925/credit, providing total equity of $13,873,613.

Developer Fee: Timing of payment of developer profit to be mutually agreed upon between Bank and Borrower. It is expected that the developer fee payment will mirror the developer fee payment schedule negotiated in the equity agreement. Current model has estimated deferred developer fee of $749,462.

Project Budget: The Bank's current understanding of the project budget is based on initial verbal discussions and files provided by the Borrower on February 20, 2020. The Bank acknowledges that this project budget is subject to change. However, significant changes to the budget that materially affect the project may result in changes to the terms and conditions proposed herein.

Other Conditions: Receipt and approval of those items listed in the Due Diligence Checklist

The attached 15-year pro forma was prepared by San Vito, LLLP (Applicant) for San Vito Apartments to be located in Irving, Texas. The pro forma is consistent with the unit rental rate assumptions, total operating expenses, net operating income, and debt service coverage based on CommunityBank of Texas’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 1.15x’s debt coverage ratio.

Additionally, we have performed a preliminary review of the credit worthiness of San Vito, LLLP and its Principals. At this time, CommunityBank of Texas has no reservations with the Development Owner 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.
This discussion letter does not represent a commitment by the Bank for the proposed financing, nor does it define all the terms and conditions of loan documents, but is a framework upon which a loan request may be submitted and considered. Issuance of a commitment by the Bank is subject to the approval of the loan request under the Bank's internal approval process, which includes, but is not limited to, a review of the Borrower's then current financial condition and review and approval of all third-party reports, in addition to completion of loan documents in form and substance acceptable to the Bank.

If you should have any questions concerning these terms and conditions, please feel free to call me at (713) 308-5754. Sally, thank you for giving us the opportunity to consider financing for this project.

Sincerely,

CommunityBank of Texas, N.A.

By: [Signature]
Stephen W. Rose, Executive Vice President

Agreed to:

San Vito, LLLP

By: [Signature]
Authorized Signer of the Borrower
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</tr>
<tr>
<td>Boston Capital</td>
<td>HTC</td>
<td>$1,500,000</td>
<td>$3,468,403</td>
<td>$13,873,613</td>
<td>0.925</td>
</tr>
<tr>
<td></td>
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<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Grant</td>
<td>$11.9(d)(2)LPS Contribution</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
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<tr>
<td>Deferred Developer Fee</td>
<td>SGI Ventures, Inc</td>
<td>$1,821,977</td>
<td>$749,462</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td>Direct Loan Match</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Sources of Funds** $19,440,380  $19,323,075

**Total Uses of Funds** $19,323,075

2/20/2020
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).

CBOT will provide construction financing in the form of a construction loan. The amount of the construction loan will be $14,150,000 and will be interest-only at an interest rate of 5.25%. CBOT will also provide the permanent financing in the form of a conventional loan. The conventional perm loan will be in the amount of $4,700,000 at an interest rate of 5.25%. The conventional loan will be amortized over 35 years and carry a 15 year term. Boston Capital will be providing the equity for the project at a syndication rate of $0.925. The total equity contribution will $13,873,613 with 25% of the equity coming in during construction, or $3,468,403. It is currently estimated that $749,462 in developer fee will be deferred.

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.

Per the financing letter requirements, the annual replacement reserves are estimated to be $250/unit. Operating reserves are being required in the amount of $263,142 and rent-up reserves are being required in the amount of $75,000.

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.

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: [Signature]
Printed Name: STEPHEN U. ROSE
Date: 2/21/2020

Telephone: (713) 808-5754
Email address: srose@cbotx.com

If a revised form is submitted, date of submission: 2/20/2020
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>YEAR</th>
<th>POTENTIAL GROSS ANNUAL RENTAL INCOME</th>
<th>TOTAL ANNUAL EXPENSES</th>
<th>NET OPERATING INCOME</th>
<th>DEBT SERVICE</th>
<th>ANNUAL NET CASH FLOW</th>
<th>CUMULATIVE NET CASH FLOW</th>
<th>DEBT COVERAGE RATIO</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>$901,548</td>
<td>$495,727</td>
<td>$351,525</td>
<td>First Deed of Trust Annual Loan Payment</td>
<td>$57,826</td>
<td>$82,581</td>
<td>1.20</td>
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<td>$919,579</td>
<td>$510,175</td>
<td>$354,022</td>
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<td>$937,971</td>
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<td>$356,433</td>
<td>Third Deed of Trust Annual Loan Payment</td>
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<td>$956,730</td>
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<td>$556,120</td>
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<td>$1,017,433</td>
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<td>$437,850</td>
<td>ANNUAL NET CASH FLOW</td>
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<td></td>
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<td>$673,092</td>
<td>$400,341</td>
<td>CUMULATIVE NET CASH FLOW</td>
<td>$1,071,246</td>
<td>$1,644,388</td>
<td>1.28</td>
</tr>
</tbody>
</table>

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 proforma for points under §11.9(e)(1) relating to Financial Feasibility)

Signature, Authorized Representative, Construction or Permanent Lender

Signature, Authorized Representative, Syndicator

If a revised form is submitted, date of submission: 2/20/2020
February 25, 2020

Ms. Sally Gaskin
SGI Ventures, Inc.
260 E. Live Oak Street
Austin, Texas 78704

RE: SAN VITO, LLP (the "Partnership")
San Vito Apartments, Irving, Texas (the "Property")

Dear Sally:

On behalf of Boston Capital ("BC"), I would like to thank you for the opportunity to present a proposal (this "Proposal Letter") for the equity financing of the Property (the "Transaction"). The parties intend to negotiate and execute binding agreements that reflect the terms of this Proposal Letter and certain other customary provisions subject to the conditions set forth below. Certain capitalized terms are more fully defined in Exhibit A attached.

Project Assumptions

Based on information we have received from you, we have made the following assumptions:

Development Structure

- The Partnership will acquire, construct, own and operate the Property, which will consist of 80 units in 1 building, including 20 one-bedroom units, 36 two-bedroom units and 24 three-bedroom units.
- BC will purchase a 99.99% limited partnership interest in the Partnership. An affiliate of BC will be the Special Limited Partner.
- The general partners of the Partnership will be San Vito GP, LLC (referred to as the "General Partners" even if there is only one).
- All of the obligations of the General Partners set forth in the partnership agreement of the Partnership (the "Partnership Agreement") will be guaranteed by San Vito GP, LLC ("Guarantor"). The Guarantor must demonstrate to BC, in its sole and absolute discretion, its ability to provide meaningful guarantees.
- The management agent will be Accolade Management.
- The contractor will be satisfactory to BC. Construction will be fully bonded. In lieu of payment and performance bonds, BC will consider a 10% letter of credit to which BC is the named beneficiary.
Development Schedule

• BC's agreement to purchase the limited partnership interest at the pricing, terms and conditions contained in this proposal is based on the assumption that the Partnership closing, and if applicable, the financing closing, will occur on or before January 15, 2021.
• Construction will begin in January 2021 and completion will occur in March 2022.
• Initial lease up will begin in March 2022.
• 100% qualified occupancy of the residential units will occur by May 2022.
• Permanent loan closing will occur by August 2022.
• Rental Achievement will occur by November 2022.

Financing/Assistance

• The Property will receive construction financing in the minimum amount of $14,150,000 from Community Bank.
• The Property will receive permanent financing from Community Bank in the amount of $4,700,000, with an interest rate of approximately 5.25%, a 35-year amortization schedule and a 15-year term. The maximum amount of mortgage financing will be subject to a 1.15 DSC utilizing BC's underwritten rents, other income, operating expenses, replacement reserves and a 7% vacancy factor.

Reserves

• An operating reserve in the amount of $263,142 will be funded from capital sources at or before the time of the permanent loan closing. In any event, the amount of the operating reserve must represent a minimum of four months of BC's underwritten operating expenses, replacement reserve deposits and hard debt service. The operating reserve will be held by BC. Any draws on the operating reserve will be replenished with cash flow from operations.
• A replacement reserve will be funded in the amount of at least $250 per unit per year, or such greater amount as may be required pursuant to applicable loan documents.
• A construction contingency in an amount of not less than 5% of the construction contract amount will be budgeted for the sole use of the Partnership.
• A rent up reserve in the amount of $75,000 will be budgeted for the sole use of the Partnership.

Tax Credits

• The Property expects to receive a reservation of tax credits for the year 2020 in the amount of $1,500,000 ("Projected Credit") from TDHCA. Based upon the projected development costs, the applicable fraction of the development with tax credit-qualified units and the overall qualified basis of the development, it is anticipated that the final cost certification will support full use of this reservation amount.
• The Property is eligible for the 130% basis stepup.
Tax credits will be generated from the Property for the Partnership as follows:

$1,500,000 per year for each of the years 2022 - 2032

Other Assumptions

- We have assumed 30-year depreciation for building improvements, and immediate expensing for land improvements and personal property.
- The tax credits, depreciation and operating profits and losses of the Partnership will be allocated 99.99% to BC and 0.01% to the General Partners.
- Pricing is based on a 21% corporate tax rate and the material assumptions detailed in the proposal. Any change in these assumptions will have to be evaluated based on the yield to BC.
- Satisfactory review of 704B capital accounts and residual value analysis by BC counsel.

Investment Terms

Capital Contributions

Based upon these and other assumptions contained in the materials you submitted and subject to the satisfactory completion of BC’s due diligence, BC will raise equity to make capital contributions to the Partnership in the aggregate amount of $13,873,613 ($0.925 per dollar of tax credit) in the installment amounts and subject to the conditions set forth below:

<table>
<thead>
<tr>
<th>Conditions</th>
<th>Amount</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st: on the latest to occur of (i) the tax credit reservation, (ii) closing of the construction financing, (iii) receipt of a commitment acceptable to BC for the permanent financing, (iv) receipt of all building permits and an approved set of construction drawings or (v) admission of BC;</td>
<td>$3,468,403</td>
<td>25%</td>
</tr>
<tr>
<td>2nd: on the latest to occur of (i) the Completion Date, (ii) Cost Certification, (iii) updated insurance certificates, (iv) updated title insurance policy satisfactory to BC, which policy in no event shall contain a survey exception, (v) March 1, 2022 or (vi) satisfaction of all of the conditions to the payment of all prior installments; and</td>
<td>$7,630,487</td>
<td>55%</td>
</tr>
</tbody>
</table>
The first installment shall be held by the construction lender and disbursed upon submission of draw requests and site inspection reports, in forms approved by BC, as construction progresses.

Adjusters

The capital contributions shown above shall be subject to adjustment based on the following circumstances. Reductions in capital contributions will be affected by reductions in future installments and then, if necessary, by a payment by the General Partners back to BC at the time of determination of any excess:

**Initial Basis Shortfall Adjuster** – In the event that the annual tax credit which will apply for each year in the credit period, as determined at cost certification, the issuance of 8609s or at anytime thereafter by the accountants or the IRS, is less than the Projected Credit, the capital contributions will be decreased by $0.925 per dollar of the total credit shortfall aggregated for all ten years in the credit period.

**Upward Basis Increase Adjuster** - In the event that the annual tax credit which will apply for each year in the credit period, as determined at cost certification or the issuance of 8609s by the accountants, is greater than the Projected Credit, BC shall use its best efforts to raise equity to make additional capital contributions, payable at the time of the final installment, in an amount equal to the then current prevailing market price for the increased credit, as determined in its sole and absolute discretion, up to a maximum increase of 10% of the total capital contribution.

**Performance Adjuster** - In the event that there is a credit shortfall or recapture of credits for any year after the Completion Date, the capital contributions will be decreased by the sum of (1) $0.925 per dollar of the credit shortfall for such year, plus (2) the amount of any applicable recapture interest and penalties.

General Partners Obligations

In addition to the Adjuster obligations noted above and certain standard obligations set forth in the Partnership Agreement, the General Partners will have the following obligations:

**Development Obligation**. The General Partners will guarantee delivery of a completed, lien-free project (including all final certificates of occupancy), in accordance with plans and specifications approved by BC. The General Partners will be obligated to fund without reimbursement any overruns or development deficiencies incurred to achieve project delivery and Rental Achievement and to pay...
the full development fee (provided that a portion of the development fee, up to the amount projected for deferral at investment closing, may be deferred and paid from cash flow).

Operating Obligation. If the Partnership incurs an Operating Deficit for any period prior to Rental Achievement, the General Partners will furnish funds to cover the Operating Deficit on a non-reimbursable basis. Thereafter, Operating Deficits incurred after Rental Achievement will be met by General Partner advances ("Operating Deficit Loans") up to a maximum outstanding amount of $600,000. This operating obligation will be released 60 months after Rental Achievement, provided that the project has averaged 115% debt service coverage (based upon audited financials) for the twelve consecutive months occurring immediately prior to the release of this obligation and that the operating reserve is fully funded. Operating Deficit Loans will bear no interest and will be repayable from future available cash flow or sale proceeds. Notwithstanding the foregoing, the obligation to advance funds to pay the Asset Management Fee and to fund the replacement reserve shall not be subject to the Operating Deficit Loan cap above and shall continue for the duration of BC's investment.

Repurchase Obligation. If certain development, operational or tax credit benchmarks (such as placement in service, issuance of 8609s, Permanent Mortgage Commencement or Rental Achievement) are not achieved by outside dates to be specified in the Partnership Agreement or in the event of a foreclosure, the General Partners will be obligated to repurchase BC's interest in the Partnership for a price equal to the excess of BC's Invested Amount less capital contributions not yet paid by BC to the Partnership plus any BC loans made to the Partnership to date.

Fees

Development Fee. The developer shall earn a development fee in the amount of $2,026,792. Any portion thereof which is permitted to be deferred shall be paid from cash flow, provided that the General Partners shall be obligated to provide funds to pay any deferred amount outstanding on the tenth anniversary after the Completion Date. The Deferred Developer Fee is expected to be approximately $749,462.

Partnership Management Fee. The General Partners shall receive an annual fee in the amount of $7,500 for each year starting with 2022, payable from cash flow for such year if available.

Incentive Management Fee. The General Partners shall receive a noncumulative annual fee equal to 12% of net revenues from the Property less the base management fee, provided that it shall be paid only from the General Partners' share of cash flow under clause Sixth below. The total of the base management fee and the incentive management fee shall not exceed 12% of Property revenues.

Asset Management Fee. BC or its affiliate shall receive an annual fee in the amount of $7,000 for each year starting with 2022 (which fee shall increase based on any annual consumer price index increases and shall be cumulative).
Allocation and Distributions

Cash flow from operations after payment of operating expenses, required mortgage debt service and funding of required replacement reserves shall be distributed as follows:

First. To BC as payment of the Asset Management Fee for the current and any prior years;

Second. To replenish the operating reserve;

Third. To the developer as payment of the deferred development fee if any;

Fourth. To the General Partners to repay any Operating Deficit Loans;

Fifth. To the General Partners as payment of the Partnership Management Fee for the current year; and

Sixth. The remainder, 90% to the General Partners (first as payment of the Incentive Management Fee and thereafter as a distribution) and 10% to BC.

The net proceeds of a sale or refinancing shall be distributed as follows:

First. To BC as payment of the Asset Management Fee for the current and any prior years;

Second. To the payment of all debts and liabilities of the Partnership not otherwise provided for, first those due to BC and then those due to the General Partners or their affiliates;

Third. To the General Partners to repay any Operating Deficit Loans; and

Fourth. 90% to the General Partners and 10% to BC.

Notwithstanding the foregoing, in the event that an adjuster payment is due and payable to BC, cash flow and/or net proceeds, as applicable, shall be applied first to repay the adjuster amount and any accrued interest prior to being distributed.

Disposition of the Property

If the General Partners are otherwise unable to arrange a sale of the Property after the end of the tax credit compliance period on terms satisfactory to BC, then the General Partners shall have the option ("Purchase Option") to purchase BC’s interest. The purchase price under such option shall be equal to the amount that would have been paid and distributed to BC under the partnership agreement in the event the Property was sold for its then fair market value, as determined by appraisal. The Purchase Option may be exercised by the General Partners during a period commencing at the end of the tax credit compliance period and expiring one year after the end of the tax credit compliance period; and the purchase of BC’s interest must close no later than one year after the date the General Partners exercise the Purchase Option.
In the event that the General Partners do not exercise the Purchase Option and/or the General Partners do not close the transaction under the Purchase Option within one year after exercising the Purchase Option, BC shall have the right to require ("Required Sale Notice") that the General Partners initiate the sale of the Property to a third party. If a sale of the Property does not occur within one year from the Required Sale Notice, BC shall have the option of purchasing the General Partners interest based on the fair market value of the Property.

For the period (the “Compliance Option Period”) beginning on the expiration of the Compliance Period for the last building in the Project and ending on the second anniversary thereof, the General Partner will have the option (the “Compliance Purchase Option”) to buy BC’s interest. The purchase price under each such option shall be equal to the amount that would have been paid and distributed to BC under the partnership agreement in the event the Property was sold for its then fair market value, as determined by appraisal. Upon exercise of the Early Purchase Option prior to the end of the Compliance Period, the General Partners shall be obligated to cause a person or entity deemed then suitable by BC to execute an indemnity for the benefit of the Limited Partner indemnifying it for the balance of the Compliance Period against any recapture of the Tax Credit and any interest and penalties associated therewith.

**Reporting and Other Provisions**

The Partnership shall furnish BC with quarterly unaudited financial statements and annual audited financial statements and tax returns prepared by an independent firm of certified public accountants, approved by BC, who are familiar with reporting requirements applicable to tax credit properties, under a timetable to be specified in the partnership agreement.

**Due Diligence and Closing Process**

Upon receipt of an executed copy of this Proposal Letter and the Due Diligence Documents, the parties will agree upon a mutually acceptable due diligence period and closing schedule. Admission of BC to the Partnership is subject to a customary due diligence review, which includes, but may not be limited to, the following:

a) Satisfactory due diligence, including a review of plans, specifications and related construction documents.

b) Satisfactory Phase I environmental report (ASTM Standards), addressed to the Partnership, dated within six months of admission and/or within six months of property conveyance, if prior to admission, and with a reliance letter in favor of BC.

c) BC market study that will evaluate the Property's suitability and marketability as a tax credit property.

d) Satisfactory financial statements of the General Partners, Partnership, Guarantor and affiliates.

e) Satisfactory review of the backgrounds and credit worthiness of the General Partners and Guarantor.
f) Site inspection by BC.

g) Approval by BC Investment Committee in its sole and absolute discretion.

h) Receipt of satisfactory commitment for construction and permanent financing and rental assistance.

i) Receipt of satisfactory insurance policies.

j) ALTA owner's policy of title insurance.

k) Receipt of an acceptable partnership and local law opinion, to be provided by your counsel, and an acceptable tax opinion, to be provided by our counsel.

l) Negotiation and execution of satisfactory partnership documentation, the parties acknowledging that such documentation is the only documentation intended to create a binding agreement between BC and the General Partners with respect to the Transaction.

Costs and Expenses

The Partnership will reimburse BC in an amount not to exceed $65,000 for costs incurred by BC to conduct its due diligence, specifically reimbursement for costs of BC’s own market study, its counsel (including tax opinion) and any third party professionals hired to aid it in the performance of its due diligence. BC will deduct this amount from its first capital contribution.

Confidentiality/Prohibition of Marketing

Until the execution of final, binding documentation for the Transaction, the General Partners agree not to disclose any of the terms of this Proposal Letter to anyone who is not a participant or potential lender to the Transaction. Notwithstanding anything to the contrary contained herein, (i) each party may disclose the tax structure of the proposed Transaction to any party without restriction, and (ii) BC shall have the right to disclose any information, financial projections and documentation received in conjunction with its proposed syndication of an equity investment in the Property to any prospective investor considering such investment.

The General Partners, on behalf of itself and its affiliates, hereby certifies that there are no other executed equity proposals or letters of intent with respect to the equity financing of the Property. Further, during the term of this Proposal Letter, neither the General Partners nor any affiliate shall solicit any other person or entity to provide, structure, arrange or syndicate an investment in the Property without the advance written consent of BC and the reimbursement of BC’s actual out-of-pocket expenses incurred in connection with the Transaction.

Proposal Letter

This Proposal Letter expresses the intent of and summarizes only the major terms and conditions pursuant to which BC is prepared to provide equity financing for the Property. While this Proposal Letter reflects
our mutual understanding, each party acknowledges that the provisions of this Proposal Letter (other than
the sections entitled Costs and Expenses and Confidentiality/Prohibition of Marketing) are non-binding,
and not intended to create or constitute any legally binding obligation between the parties. Neither party
shall have any liability or obligation with respect to the non-binding provisions.

If the General Partners accept and approve the terms set forth in this Proposal Letter, please have the
authorized party indicate by signing below. This Proposal Letter shall expire 14 calendar days from the
date the Partnership receives a tax credit reservation. Furthermore, in the event that for whatever reason
the Transaction proposed herein does not close on or before February 15, 2021, this Proposal Letter shall
be deemed terminated with no further action by either party and shall be of no further force and effect.
Upon such termination, all of the terms contained in this Proposal Letter shall be subject to change to
reflect then-current market conditions. This Proposal Letter shall be governed by and construed in
accordance with the laws of the Commonwealth of Massachusetts and any dispute or action arising in
connection with this Proposal Letter shall be brought only in the courts located in Boston, Massachusetts.

We look forward to working with you on this exciting project. Thank you very much for your
consideration.

Sincerely,

Scott M. Arrighi
Vice President, Assistant Director, Acquisitions

ACCEPTED ON THE 25 DAY OF Feb 2020 FOR

SAN VITO, LLLP

as General Partner
Defined Terms

“Completion Date” means the date upon which the Property has been completed as evidenced by (i) the issuance by the inspecting architect and by each governmental agency having jurisdiction of certificates of substantial completion and certificates of occupancy with respect to all units in the Property, and (ii) satisfaction of all due diligence recommendations and receipt of lender estoppel letters, an as-built survey and a contractor's payoff letter.

“Cost Certification” means the receipt by BC of certification of the accountants as to the itemized amounts of the construction and development costs of the Property and its tax credit eligible basis and applicable percentage.

“Initial Full Occupancy Date” means the first date, after BC has received documentation evidencing that tax credits have begun to flow for all units, on which at least 95% of all units are leased and physically occupied.

“Invested Amount” means for BC, an amount equal to its total capital contribution divided by 0.85, and for any other Partner, an amount equal to its capital contribution.

“Operating Deficit” means any shortfall in operating revenue and funds available from the operating reserve necessary to pay all operating expenses (including full payment of the Asset Management Fee to BC, replacement reserve deposits of at least $250 per unit per year or any greater amount required by the permanent lender) and debt service.

“Partial Completion” means partial completion, at the specified percentage of hard costs, of construction of the Property.

“Permanent Mortgage Commencement” means occurrence of the Completion Date, closing of the permanent financing and commencement of permanent loan debt service payments.

“Rental Achievement” means the first time, based upon three consecutive full calendar months of operation after Permanent Mortgage Commencement, with each month taken individually, that debt service coverage (based on the greater of actual or projected future operating expenses) equals or exceeds 115%.

“State Designation” means the date upon which the Partnership receives the final tax credit allocation for the Property pursuant to Form(s) 8609.
The proforma 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>
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<td>$901,548</td>
<td>$919,579</td>
<td>$937,971</td>
<td>$956,730</td>
<td>$975,865</td>
<td>$1,077,433</td>
<td>$1,189,573</td>
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<tr>
<td>Secondary Income</td>
<td>$14,400</td>
<td>$14,688</td>
<td>$14,962</td>
<td>$15,281</td>
<td>$15,587</td>
<td>$17,209</td>
<td>$19,000</td>
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<td>POTENTIAL GROSS ANNUAL INCOME</td>
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<td>$991,452</td>
<td>$1,094,643</td>
<td>$1,208,574</td>
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<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>($68,696)</td>
<td>($70,070)</td>
<td>($71,471)</td>
<td>($72,901)</td>
<td>($74,359)</td>
<td>($82,098)</td>
<td>($90,643)</td>
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<td>Rental Concessions</td>
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<td>EFFECTIVE GROSS ANNUAL INCOME</td>
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<td>$864,197</td>
<td>$881,481</td>
<td>$899,110</td>
<td>$917,093</td>
<td>$1,012,544</td>
<td>$1,117,931</td>
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<table>
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<td>$36,000</td>
<td>$37,080</td>
<td>$38,192</td>
<td>$39,338</td>
<td>$40,518</td>
<td>$46,972</td>
<td>$54,453</td>
</tr>
<tr>
<td>Management Fee</td>
<td>$42,363</td>
<td>$43,210</td>
<td>$44,074</td>
<td>$44,956</td>
<td>$45,855</td>
<td></td>
<td>$50,628</td>
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<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$111,100</td>
<td>$114,433</td>
<td>$117,866</td>
<td>$121,402</td>
<td>$125,044</td>
<td>$144,960</td>
<td>$168,049</td>
</tr>
<tr>
<td>Repairs &amp; Maintenance</td>
<td>$50,584</td>
<td>$52,102</td>
<td>$53,665</td>
<td>$55,275</td>
<td>$56,933</td>
<td>$66,001</td>
<td>$76,513</td>
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<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$18,000</td>
<td>$18,540</td>
<td>$19,096</td>
<td>$19,669</td>
<td>$20,259</td>
<td>$23,486</td>
<td>$27,227</td>
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<td>Water, Sewer &amp; Trash Utilities</td>
<td>$38,000</td>
<td>$39,140</td>
<td>$40,314</td>
<td>$41,524</td>
<td>$42,769</td>
<td>$49,581</td>
<td>$57,478</td>
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<td>Annual Property Insurance Premiums</td>
<td>$28,800</td>
<td>$29,664</td>
<td>$30,554</td>
<td>$31,471</td>
<td>$32,415</td>
<td>$37,577</td>
<td>$43,563</td>
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<tr>
<td>Property Tax</td>
<td>$133,000</td>
<td>$136,990</td>
<td>$141,100</td>
<td>$145,333</td>
<td>$149,693</td>
<td>$173,535</td>
<td>$201,174</td>
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<tr>
<td>Reserve for Replacements</td>
<td>$20,000</td>
<td>$20,600</td>
<td>$21,218</td>
<td>$21,855</td>
<td>$22,510</td>
<td>$26,095</td>
<td>$30,252</td>
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<tr>
<td>Other Expenses</td>
<td></td>
<td>$17,880</td>
<td>$18,416</td>
<td>$18,969</td>
<td>$19,538</td>
<td>$20,124</td>
<td>$23,329</td>
</tr>
<tr>
<td>TOTAL ANNUAL EXPENSES</td>
<td>$495,727</td>
<td>$510,175</td>
<td>$525,048</td>
<td>$540,359</td>
<td>$556,120</td>
<td>$642,165</td>
<td>$741,651</td>
</tr>
</tbody>
</table>

| NET OPERATING INCOME | $351,525 | $354,022 | $356,433 | $358,751 | $360,972 | $370,380 | $376,280 |

<table>
<thead>
<tr>
<th>DEBT SERVICE</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>First Deed of Trust Annual Loan Payment</td>
<td>$293,699</td>
<td>$293,699</td>
<td>$293,699</td>
<td>$293,699</td>
<td>$293,699</td>
<td>$293,699</td>
<td>$293,699</td>
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<tr>
<td>Second Deed of Trust Annual Loan Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Third Deed of Trust Annual Loan Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Annual Required Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<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>$57,826</td>
<td>$60,323</td>
<td>$62,733</td>
<td>$65,052</td>
<td>$67,273</td>
<td>$76,680</td>
<td>$82,581</td>
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<tr>
<td>CUMULATIVE NET CASH FLOW</td>
<td>$57,826</td>
<td>$118,149</td>
<td>$180,882</td>
<td>$245,934</td>
<td>$313,208</td>
<td>$673,092</td>
<td>$1,071,246</td>
</tr>
<tr>
<td>Debt Coverage Ratio</td>
<td>1.20</td>
<td>1.21</td>
<td>1.21</td>
<td>1.22</td>
<td>1.23</td>
<td>1.26</td>
<td>1.28</td>
</tr>
</tbody>
</table>

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

Signature, Authorized Representative, Construction or Permanent Lender

Signature, Authorized Representative, Syndicator

Printed Name

Date

Signature, Authorized Representative, Construction or Permanent Lender

Printed Name

Date

If a revised form is submitted, date of submission: 2/20/2020
# 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>Lien Position</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>
<td>Interest Rate (%)</td>
</tr>
<tr>
<td>Debt</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. to Perm. (Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td>$ -</td>
<td>0.00%</td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. Only (Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td>$ -</td>
<td>0.00%</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Multifamily Direct Loan (Soft Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td>$ -</td>
<td>0.00%</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Mortgage Revenue Bond</td>
<td>$0</td>
<td>0.00%</td>
<td>$ -</td>
<td>0.00%</td>
</tr>
<tr>
<td>Community Bank of Texas</td>
<td>Conventional Loan</td>
<td>$14,150,000</td>
<td>5.25%</td>
<td>1st</td>
<td>$4,700,000</td>
</tr>
</tbody>
</table>

| Third Party Equity      |                     |                     |                |                  |               |                |            |                  |
| Boston Capital          | HTC                 | $1,500,000          | $3,468,403     | $13,873,613      | 0.925         |                  |            |                  |

| Grant                   |                     |                     |                |                  |               |                |            |                  |
| $11.9(d)(2)LPS Contribution |                     |                     |                |                  |               |                |            |                  |

| Deferred Developer Fee  | SGI Ventures, Inc   | $1,821,977          | $749,462       |                  |               |                |            |                  |

| Other                   |                     | Direct Loan Match   |                     |                  |               |                |            |                  |

| Total Sources of Funds  | $19,440,380          | $19,323,075         |                   |                  |               |                |            |                  |

| Total Uses of Funds     | $19,323,075          |                     |                   |                  |               |                |            |                  |

2/20/2020
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).

CBOT will provide construction financing in the form of a construction loan. The amount of the construction loan will be $14,150,000 and will be interest-only at an interest rate of 5.25%. CBOT will also provide the permanent financing in the form of a conventional loan. The conventional perm loan will be in the amount of $4,700,000 at an interest rate of 5.25%. The conventional loan will be amortized over 35 years and carry a 15 year term. Boston Capital will be providing the equity for the project at a syndication rate of $0.925. The total equity contribution will $13,873,613 with 25% of the equity coming in during construction, or $3,468,403. It is currently estimated that $749,462 in developer fee will be deferred.

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.

Per the financing letter requirements, the annual replacement reserves are estimated to be $250/unit. Operating reserves are required in the amount of $263,142 and rent-up reserves are being required in the amount of $75,000.

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.

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: 2/20/2020

Signature, Authorized Rep, Syndicator
Printed Name
Date

Scott Birkla, Vice President
Scott Arrighi
2020 HTC
Full Application

Part 4 Tab 35

Supporting Documents:
Funding from Local Government
February 14, 2020

Texas Department of Housing and Community Affairs
Attn. Sharon Gamble
221 East 11th Street
Austin, TX 78701

RE: TDHCA Application #20154 — San Vito

Dear Ms. Gamble:

I am writing this letter to confirm the contribution of development funding by the City of Irving for the San Vito development. The City of Irving will contribute a loan, grant, reduced fees, gap funding, economic incentive, or a contribution of other value that equals $500 or more, as allowed by state and federal laws and local ordinances, and subject to terms and conditions of the Irving City Council. This funding is for the benefit of the development.

Sincerely,

Richard H. Stopfer, Mayor
City of Irving, Texas
2020 HTC
Full Application

Part 4 Tab 35

Supporting Documents:
Rental Assistance

NA
**Sponsor Characteristics (Competitive HTC Only)**

Self Score Total: 139

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:**
   - If attempting to score as a Qualified Nonprofit, Application is applying under the Nonprofit Set-Aside
   - If attempting to score as a certified HUB, evidence of the HUB’s existence from the Texas Comptroller of Accounts is provided behind this Tab
   - 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: | 100.00% | (Not required for HUB of HUD 202 Rehabilitation projects.) |
   | Cash flow from operations: | 100.00% |
   | Developer Fee: | 100.00% |
   | Total: | 300.00% | (Must equal at least 50% regardless of structure) |

   - The Qualified Nonprofit or certified HUB will materially participate in the Development and the operation of the Development throughout the Compliance Period.
   - A detailed narrative describing how that material participation will be achieved is included.
   - The Qualified Nonprofit or certified HUB has experience directly related to the housing industry.
   - 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:**
   - A certified HUB will participate in Development Services or provide onsite tenant services, and evidence of the HUB’s existence from the Texas Comptroller of Accounts is provided behind this Tab.
   - A Nonprofit will participate in Development Services or provide onsite tenant services, and evidence from a state or federal source of the organization’s nonprofit status is provided behind this Tab.
   - Evidence of experience in the provision of Development Services or in the provision of on-site tenant services as well as a detailed narrative describing how the HUB or Nonprofit will provide such services must be included behind this tab.

   **Points Claimed:** 0

   **Total Points Claimed:** 2

2/21/2020
2020 HTC
Full Application

Part 5 Tab 36

NP or HUB evidence
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 addition 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.
2020 HTC
Full Application

Part 5 Tab 36

NP or HUB
Experience and Material Participation
Statements
MATERIAL PARTICIPATION BY HUB

Sally Gaskin, President, SGI Ventures, Inc.

1. The principal of SGI Ventures, Inc. (“SGI”), Sally Gaskin, has 25 years housing experience and is qualified to be the HUB owner on this application. Please see the attached resume that documents expertise and recent experience. Ms. Gaskin, has developed, financed and constructed a portfolio of affordable multifamily developments in excess of 750 units.

2. For 2020 applications, SGI has thus far provided site assessment and selection input, reviewed preliminary third party reports, opinions and environmental concerns; site cost analysis and marketing analysis, assisted in the development of architectural schematics, worked with local governments and community organizations on zoning, affordable housing priorities, support presentations and gap funding applications; compiled financial and construction proformas and operating budgets; as well providing other essential input for the development and financing plan.

3. In addition to extensive involvement in the application and construction phases for this development, SGI will actively oversee/manage the 3rd party management company during lease-up, stabilization and ongoing operations throughout the compliance period.

4. SGI will provide hands-on oversight and will conduct at least quarterly monitoring visits throughout construction and lease-up, and at least semi-annual visits during operations. Monitoring and visits will include meetings with on-site property management, analysis of vacancies, rental rates and marketing programs; and evaluation of physical property conditions. SGI has prior experience in asset management and construction management and has the ability and experience to identify potential issues with resident retention and property performance.
Sally Gaskin, President

Sally Gaskin is the President of SGI Ventures, Inc., a developer and tax credit/private activity bond consultant, and received her degree in accounting and business administration from Aquinas College in Grand Rapids, MI. SGI Ventures, Inc. is a Texas HUB certified real estate development firm and is a former CPA and has been in the affordable housing industry since 1996. Ms. Gaskin is a founding board member and Past Board President of the Texas Affiliation of Affordable Housing Providers (“TAAHP”).

As consultant, developer and general partner of affordable developments, Ms. Gaskin had responsibility for site selection, financing, predevelopment and development functions, as well as lease-up, ongoing management and compliance oversight. In 2008, SGI Ventures was lead developer of CityView at the Park, a 72-unit affordable senior community located in Austin, TX, on behalf of Strategic HFC of the Housing Authority of Travis County. In 2005, SGI was selected by PNC, SLP investor, to be the substitute General Partner in the 140 unit Woodlands development in Beaumont, TX, a 9% tax credit development, and remains the sole general partner with responsibility for day to day operations, management and compliance. In addition to CityView and The Woodlands, Ms. Gaskin and SGI co-owned/co-developed 7 other tax credit developments, with over 950 units.

Schedule of Developments 1997 to Present:

- Bent Tree Apartments, San Angelo, Texas (112 Units-Family) Co-Developer/% Owner -GP
- Kerrville Meadows Apartments, Kerrville, Texas (76 Units- Seniors) Co-Developer/% Owner-GP
- Creekside Apartments, Boerne, Texas (71 Units-Family) Co-Developer/% Owner-GP
- Brazoswood Apartments, Clute Texas (72 Units-Family) Co-Developer/% Owner-GP
- The Springs Apartments, Dripping Springs, Texas (76 Units-Family) Co-Developer/% Owner-GP
- Reading Road Apartments, Rosenberg, Texas (252 Units-Family) Co-Developer/% Owner-GP
- The Woodlands Apartments, Beaumont, Texas (140 Units-Family) General Partner
- Maplewood Apartments, League City, Texas (100 Units-Seniors) Special Limited Partner
- Parker Lane Seniors Apartments, Austin, Texas (72 Units-Seniors) Co-Developer/Supervisory Management Agent

All developments are new construction.
2020 HTC
Full Application

Part 5 Tab 37

Owner, Developer, and Guarantor Org Charts
Owner and Developer Organization Charts

Applicants should note that subsequent changes to the Development Ownership structure presented in this section will require the written consent of 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:

- The names and ownership percentages of all Persons having an ownership interest in the Development Owner, Developer, and/or Guarantor.
- Nonprofit entities, public housing authorities, publicly traded corporations, individual board members and executive directors must be included in Organization charts.
- Any and all trusts must list all beneficiaries that have the legal ability to control or direct activities of the trust and are not just financial beneficiaries.

In the case of:

(A) Partnerships - Principals include all general Partners and Special LPs (any LP that is not the Syndicator is a "Special LP");

(B) Corporations - Principals include the executive director and all members of the board (shown with "0%" ownership 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.

ALL Persons who have actual or apparent authority to exercise Control must be identified on the Organizational Chart.

Information about Organizations that will own or control the Applicant or other related organizations will be provided in the List of Organizations with an Ownership Special Interest in the Applicant form.

If a revised chart is submitted, include the date of submission!
San Vito
Organizational Chart
for
Owner

San Vito, LLLP

San Vito GP, LLC
(General Partner)
0.01%

SGI San Vito, LLC
100%

SGI Ventures, Inc.
(A Texas HUB)
100%

Syndicator to be named.
Investor “LP” Member
99.99%

Sally Gaskin
100%
Ability to exercise control
San Vito
ORGANIZATIONAL CHART
for
DEVELOPER

San Vito Developer, LLC
100%

SGI Ventures, Inc.
(A Texas HUB)
Developer
100%

Sally Gaskin
100%
Ability to exercise control
San Vito
ORGANIZATIONAL CHART
for
GUARANTOR

Guarantor

SGI San Vito, LLC

SGI Ventures, Inc.
(A Texas HUB)

Sally Gaskin

100%
Ability to exercise control
2020 HTC
Full Application

Part 5 Tab 38

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.

<table>
<thead>
<tr>
<th>Applicant Legal Name:</th>
<th>San Vito, LLLP</th>
<th>Address: 206 E. Live Oak Street, #D</th>
<th>City: Austin</th>
<th>State: TX</th>
<th>Zip: 78704</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name(s) of Entities the Organization Owns or Controls:</td>
<td>100% Development Owner</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Organization legally formed?</td>
<td>No</td>
<td>Date formed: TBF</td>
<td>Legal Org is or will be: Limited Partnership</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Previous TDHCA Experience?</td>
<td>No</td>
<td>Phone: (713) 882-3233</td>
<td>Email: <a href="mailto:Sally@sgiventures.net">Sally@sgiventures.net</a></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Org. 1</th>
<th>Organization Legal Name:</th>
<th>San Vito GP, LLC</th>
<th>Role/Title</th>
<th>General Partner</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address: 206 E. Live Oak Street, #D</td>
<td>City: Austin</td>
<td>State: TX</td>
<td>Zip: 78704</td>
<td></td>
</tr>
<tr>
<td>Name(s) of Entities the Organization Owns or Controls:</td>
<td>.01% of San Vito, LLLP</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Organization legally formed?</td>
<td>No</td>
<td>Date formed: TBF</td>
<td>Legal Org is or will be: Limited Liability Company</td>
<td></td>
</tr>
<tr>
<td>Previous TDHCA Experience?</td>
<td>No</td>
<td>Phone: 713-882-3233</td>
<td>Email: <a href="mailto:Sally@sgiventures.net">Sally@sgiventures.net</a></td>
<td></td>
</tr>
<tr>
<td>Organization is identified on Org. Chart:</td>
<td>Yes</td>
<td>Ability to exercise Control over the Development?</td>
<td>Yes</td>
<td></td>
</tr>
</tbody>
</table>

List of Sub-Entities or Principals:

1. SGI San Vito, LLC
   - TDHCA Experience: No
   - Phone: 713-882-3233
   - Email: Sally@sgiventures.net

2. NA
3. NA

4. SGI San Vito, LLC
   - TDHCA Experience: Yes
   - Phone: 713-882-3233
   - Email: Sally@sgiventures.net

5. NA
6. NA

<table>
<thead>
<tr>
<th>Org. 1.1</th>
<th>Organization Legal Name:</th>
<th>SGI San Vito, LLC</th>
<th>Role/Title</th>
<th>Man Mem and Guar</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address: 206 E. Live Oak Street, #D</td>
<td>City: Austin</td>
<td>State: TX</td>
<td>Zip: 78704</td>
<td></td>
</tr>
<tr>
<td>Name(s) of Entities the Organization Owns or Controls:</td>
<td>100% of San Vito GP, LLC , and 100% Guarantor</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Organization legally formed?</td>
<td>Yes</td>
<td>Date formed: 1/18/1984</td>
<td>Legal Org is or will be: Corporation</td>
<td></td>
</tr>
<tr>
<td>Previous TDHCA Experience?</td>
<td>Yes</td>
<td>Phone: 713-882-3233</td>
<td>Email: <a href="mailto:Sally@sgiventures.net">Sally@sgiventures.net</a></td>
<td></td>
</tr>
<tr>
<td>Organization is identified on Org. Chart:</td>
<td>Yes</td>
<td>Ability to exercise Control over the Development?</td>
<td>Yes</td>
<td></td>
</tr>
</tbody>
</table>

List of Sub-Entities or Principals:

1. SGI Ventures, Inc.
   - TDHCA Experience: Yes
   - Phone: 713-882-3233
   - Email: Sally@sgiventures.net

2. NA
3. NA

4. SGI Ventures, Inc.
   - TDHCA Experience: Yes
   - Phone: 713-882-3233
   - Email: Sally@sgiventures.net

5. NA
6. NA

<table>
<thead>
<tr>
<th>Org. 1.1.1</th>
<th>Organization Legal Name:</th>
<th>SGI Ventures, Inc.</th>
<th>Role/Title</th>
<th>Sole Member</th>
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</thead>
<tbody>
<tr>
<td>Address: 206 E. Live Oak Street, #D</td>
<td>City: Austin</td>
<td>State: TX</td>
<td>Zip: 78704</td>
<td></td>
</tr>
<tr>
<td>Name(s) of Entities the Organization Owns or Controls:</td>
<td>100% of SGI San Vito, LLC</td>
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<tr>
<td>Organization legally formed?</td>
<td>Yes</td>
<td>Date formed: 1/18/1984</td>
<td>Legal Org is or will be: Corporation</td>
<td></td>
</tr>
<tr>
<td>Previous TDHCA Experience?</td>
<td>Yes</td>
<td>Phone: 713-882-3233</td>
<td>Email: <a href="mailto:Sally@sgiventures.net">Sally@sgiventures.net</a></td>
<td></td>
</tr>
<tr>
<td>Organization is identified on Org. Chart:</td>
<td>Yes</td>
<td>Ability to exercise Control over the Development?</td>
<td>Yes</td>
<td></td>
</tr>
</tbody>
</table>

List of Sub-Entities or Principals:

1. Sally Gaskin
   - TDHCA Experience: Yes
   - Phone: 713-882-3233
   - Email: Sally@sgiventures.net

2. NA
3. NA

4. Sally Gaskin
   - TDHCA Experience: Yes
   - Phone: 713-882-3233
   - Email: Sally@sgiventures.net

5. NA
6. NA

<table>
<thead>
<tr>
<th>Org. 1.1.1.1</th>
<th>Organization Legal Name:</th>
<th>San Vito Developer, LLC</th>
<th>Role/Title</th>
<th>Developer</th>
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<tbody>
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<td></td>
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<tr>
<td>Name(s) of Entities the Organization Owns or Controls:</td>
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<td>Legal Org is or will be: Limited Partnership</td>
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</tr>
<tr>
<td>Previous TDHCA Experience?</td>
<td>No</td>
<td>Phone: (713) 882-3233</td>
<td>Email: <a href="mailto:Sally@sgiventures.net">Sally@sgiventures.net</a></td>
<td></td>
</tr>
<tr>
<td>Organization is identified on Org. Chart:</td>
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<td>Ability to exercise Control over the Development?</td>
<td>Yes</td>
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</tbody>
</table>

List of Sub-Entities or Principals:

1. San Vito, LLLP
   - TDHCA Experience: Yes
   - Phone: 713-882-3233
   - Email: Sally@sgiventures.net

2. NA
3. NA

4. San Vito, LLLP
   - TDHCA Experience: Yes
   - Phone: 713-882-3233
   - Email: Sally@sgiventures.net

5. NA
6. NA

1/21/2020
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<th>Name(s) of Entities the Organization Owns or Controls:</th>
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<td>Phone:</td>
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<tr>
<td>Organization is identified on Org. Chart:</td>
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<tr>
<td>Ability to exercise Control over the Development?</td>
<td>No</td>
</tr>
</tbody>
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| List of Sub-Entities or Principals: |
|---|---|
| 1. | SGI Ventures, Inc. |
| 2. | NA |
| 3. | |
| TDHCA Experience: | Yes |
| TDHCA Experience: | |
| TDHCA Experience: | |
| TDHCA Experience: | |
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| TDHCA Experience: | |

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| Name(s) of Entities the Organization Owns or Controls: |
|---|---|
| Organization legally formed? | |
| Date formed: | |
| Legal Org is or will be: | |
| Previous TDHCA Experience? | |
| Phone: | |
| Email: | |
| Organization is identified on Org. Chart: | |
| Ability to exercise Control over the Development? | |

| List of Sub-Entities or Principals: |
|---|---|
| 1. | |
| 2. | |
| 3. | |
| TDHCA Experience: | |
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| Previous TDHCA Experience? | |
| Phone: | |
| Email: | |
| Organization is identified on Org. Chart: | |
| Ability to exercise Control over the Development? | |

| List of Sub-Entities or Principals: |
|---|---|
| 1. | |
| 2. | |
| 3. | |
| TDHCA Experience: | |
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| Legal Org is or will be: | |
| Previous TDHCA Experience? | |
| Phone: | |
| Email: | |
| Organization is identified on Org. Chart: | |
| Ability to exercise Control over the Development? | |

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| 1. | |
| 2. | |
| 3. | |
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|---|---|
| Organization legally formed? | |
| Date formed: | |
| Legal Org is or will be: | |
| Previous TDHCA Experience? | |
| Phone: | |
| Email: | |
| Organization is identified on Org. Chart: | |
| Ability to exercise Control over the Development? | |

| List of Sub-Entities or Principals: |
|---|---|
| 1. | |
| 2. | |
| 3. | |
| TDHCA Experience: | |
| TDHCA Experience: | |
| TDHCA Experience: | |
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| TDHCA Experience: | |

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</tr>
</tbody>
</table>
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).

<table>
<thead>
<tr>
<th>Person/Role:</th>
</tr>
</thead>
<tbody>
<tr>
<td>San Vito, LLP</td>
</tr>
<tr>
<td>San Vito GP, LLC</td>
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<td>SGI San Vito, LLC</td>
</tr>
<tr>
<td>San Vito Developer, LLC</td>
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<table>
<thead>
<tr>
<th>Email Address:</th>
</tr>
</thead>
<tbody>
<tr>
<td><a href="mailto:Sally@sgiventures.net">Sally@sgiventures.net</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>City &amp; State of Home Addr:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Austin, TX</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Applicant Legal Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>San Vito, LLP</td>
</tr>
</tbody>
</table>

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.

<table>
<thead>
<tr>
<th>TDHCA ID#</th>
<th>Property Name</th>
<th>Property City</th>
<th>Program</th>
<th>Control began (mm/yy)</th>
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</tbody>
</table>

2. Identify all Community Affairs and Single Family department programs that you have participated in within the last three(3) years by placing an "x" next to the program name.

   By selecting this box I certify that I have no prior experience with any TDHCA Single Family or Community Affairs Programs.

<table>
<thead>
<tr>
<th>Community Affairs:</th>
<th>CEAP</th>
<th>DOE</th>
<th>HHSP</th>
<th>WAP</th>
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<tbody>
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<tr>
<td>ESG</td>
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<td>LIHEAP</td>
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<td>HOME:</td>
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<td>Other:</td>
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</tr>
</tbody>
</table>
### 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:**

<table>
<thead>
<tr>
<th>SGI Ventures, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sally Gaskin</td>
</tr>
</tbody>
</table>

**Email Address:**

Sally@sgiventures.net

**City & State of Home Addr:**

Austin, TX

**Applicant Legal Name:**

San Vito, LLP

Azalea West, LLP

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.

<table>
<thead>
<tr>
<th>TDHCA ID#</th>
<th>Property Name</th>
<th>Property City</th>
<th>Program</th>
<th>Control began (mm/yy)</th>
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<tbody>
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<td>in 10/97</td>
<td>in 05/07</td>
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<td>in 12/15</td>
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<td>HTC</td>
<td>in 10/98</td>
<td>in 10/07</td>
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<td>HTC</td>
<td>in 10/99</td>
<td>in 05/07</td>
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<td>HTC</td>
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<td>HTC</td>
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</tbody>
</table>

2. Identify all Community Affairs and Single Family department programs that you have participated in within the last three (3) years by placing an "x" next to the program name.

   - By selecting this box, I certify that I have no prior experience with any TDHCA Single Family or Community Affairs Programs.

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</tbody>
</table>
2020 HTC
Full Application

Part 5 Tab 40

Nonprofit Participation

NA
2020 HTC
Full Application

Part 5 Tab 41

Nonprofit Support Documentation

NA
Development Team Members
**Development Team Members**

The requested information on all known Development Team members must be provided. In addition to the categories listed below, the “Other” category should be used to list all known Development Team members that are included in the “Development Cost Schedule.” If the team member that will be utilized is not yet known, indicate “TBD.” If it is anticipated that the Development Team category will not be utilized, indicate “N/A.”

*If there is a direct or indirect, financial, or other interest with Applicant or other team members, provide an attachment behind this form in the Application that explains the relationship(s).*

**Developer:**

<table>
<thead>
<tr>
<th>Company</th>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>SGI Ventures, Inc.</td>
<td>Sally Gaskin</td>
<td>(713) 882-3233</td>
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</tbody>
</table>

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<tr>
<th>Email</th>
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<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td><a href="mailto:Sally@sgiventures.net">Sally@sgiventures.net</a></td>
<td>TBD</td>
<td>76-0109551</td>
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</tbody>
</table>

Certified Texas HUB? Yes

This is a direct or indirect, financial, or other interest with Applicant or other team members* Yes

**Housing General Contractor:**

<table>
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<tr>
<th>Company</th>
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</tr>
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**Infrastructure General Contractor:**

<table>
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**Cost Estimator:**

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<tbody>
<tr>
<td>Saigebrook Development, LLC (cost est and consultant)</td>
<td>Lisa Stephens</td>
<td>(352) 213-8700</td>
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<table>
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</thead>
<tbody>
<tr>
<td><a href="mailto:lisa@saigebrook.com">lisa@saigebrook.com</a></td>
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Certified Texas HUB? Yes

This is a direct or indirect, financial, or other interest with Applicant or other team members* No

**Architect:**

<table>
<thead>
<tr>
<th>Company</th>
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</thead>
<tbody>
<tr>
<td>Miller Slayton Architects</td>
<td>Paul Slayton</td>
<td>(352) 377-0505</td>
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<tr>
<td><a href="mailto:pslayton@millerslayton.com">pslayton@millerslayton.com</a></td>
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<td>20-1755942</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

**Engineer:**

2/21/2020
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<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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<tbody>
<tr>
<td>Civil Engineer:</td>
<td>MMA</td>
<td>Rob Cronin</td>
<td>(817) 469-1671</td>
<td><a href="mailto:rcronin@mmatexas.com">rcronin@mmatexas.com</a></td>
<td>TBD</td>
<td>75-2841118</td>
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<tr>
<td>Market Analyst:</td>
<td>Apartment Market Data, LLC</td>
<td>Darrell G. Jack</td>
<td>(210) 241-4323</td>
<td><a href="mailto:amd@stic.net">amd@stic.net</a></td>
<td>TBD</td>
<td>20-3964998</td>
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<tr>
<td>Appraiser:</td>
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<tr>
<td>Attorney:</td>
<td>Shotts &amp; Bowen, LLP</td>
<td>Robert Cheng</td>
<td>(305) 415-9083</td>
<td><a href="mailto:rcheng@shutts.com">rcheng@shutts.com</a></td>
<td>TBD</td>
<td>59-0447122</td>
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<tr>
<td>Accountant:</td>
<td>Tidwell Group</td>
<td>Ashley Northcuttt</td>
<td>(512) 693-2180</td>
<td><a href="mailto:ashley.northcuttt@tidwellgroup.com">ashley.northcuttt@tidwellgroup.com</a></td>
<td>TBD</td>
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<tr>
<td>Property Manager:</td>
<td>Accolade Property Management</td>
<td>Stephanie Baker</td>
<td>(214) 496-0600</td>
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<tr>
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**Originator of Underwriter:**

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**Bond Issuer:**

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**Syndicator:**

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<tr>
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**Supportive Services Provider:**

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**Supportive Services Provider:**

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**Title Company**

<table>
<thead>
<tr>
<th>Sendera Title</th>
<th>Teri Potter</th>
<th>(214) 891-1957</th>
</tr>
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</table>

2/21 2020
<table>
<thead>
<tr>
<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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<tbody>
<tr>
<td><a href="mailto:tpotter@senderatitle.com">tpotter@senderatitle.com</a></td>
<td>TBD 80-0580378</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td>Alyssa Carpenter</td>
<td>(512) 789-1295</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td>Diana Hedrick</td>
<td>(713) 476-9844</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td>NA</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Megan Lasch</td>
<td>(830) 330-0762</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>O-SDA Industries, LLC (consultant)</td>
<td>TBD 80-0641068</td>
<td>Yes</td>
<td>No</td>
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**Application Consultant:**

S. Anderson Consulting, LLC

**ESA Provider:**

Phase Engineering

**Scope and Cost Review (formerly PCA) Provider:**

NA

**Preservation Consultant:**

NA

**Other:**

O-SDA Industries, LLC (consultant)

2/21/2020
Development Team Member Relationships with Applicant

The Applicant and Developer are related entities through a principal.
2020 HTC
Full Application

Part 5 Tab 43

Architect Certification
The Engineer/Architect Certification dated on or after January 8 is included 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.

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 79,916 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 9,019 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

02.13.2020

Date

Paul Slayton

Printed Name

TX 21866

License Number and State

Miller Slayton Architects Inc.

Firm Name (If applicable)
**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.

### Mobility

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<thead>
<tr>
<th>Unit Description</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required</th>
<th>Units Proposed</th>
</tr>
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<tbody>
<tr>
<td>1BR</td>
<td>20</td>
<td>5%</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
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<td>36</td>
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<tr>
<td>3BR</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>80</strong></td>
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<td><strong>4</strong></td>
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*NOTE: If total is more than what is required, Applicant will select which Unit(s) not to include Under "Units Proposed"*

**EXAMPLE:**

<table>
<thead>
<tr>
<th>Unit Description</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required</th>
<th>Units Proposed</th>
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<tbody>
<tr>
<td>1/1 (874sqft &amp; 806)</td>
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<tr>
<td>D</td>
<td>5%</td>
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<td>0</td>
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<td>E</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>68</strong></td>
<td><strong>5%</strong></td>
<td><strong>3.4</strong></td>
<td><strong>4.2</strong></td>
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</table>

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

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

By: [Signature]  
Paul Miller  
Printed Name  
2/20/2020  
Miller Slayton Architects, Inc.
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>
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*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>
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<tr>
<td>Unit Description</td>
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</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: ____________________________
Signature

Printed Name

Date

2/20/2020

Firm Name (If applicable)
Miller Slayton Architects, Inc.

2/20/2020
# Accessible Parking Calculation

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

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.


## 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**

### UNITS IN THIS AMENITY SECTION

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

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

Enter the information indicated below.

| Total dwelling Units in the Development: | 80 |
| Total surface parking spaces (including non-residential): | 54 |
| Total carports (including non-residential): | 110 |
| Total garages (including non-residential): | 0 |

| Total parking spaces of all types: (Calculated from above: 164) |
| Total APSs that serve non-residential purposes (i.e. office, amenities, etc.): (Calculated on prior page: 2) |
| Total of all types of parking spaces that serve dwelling units: (Calculated from above: 162) |
| APSs for mobility accessible units (5% of unit count, if spaces are sufficient): (Calculated from above: 4) |
| Parking spaces that serve dwelling units in excess of one per unit (if applicable): (Calculated from above: 82) |
| APSs required in excess of one per mobility accessible unit: (Calculated from above: 2) |
| Total APSs required (including dwelling units and facilities/amenities): (Calculated from above: 4) |

**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: | 7 |
| 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: 2) |
| 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:**

2/20/2020

**Printed Name:**

Paul Miller

**Date:** 2/20/2020

**Firm Name (if applicable):**

Miller Slayton Architects, Inc.
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.
Experience Certificate
Ms. Sally Gaskin
206 East Live Oak Street, Suite D
Austin, Texas 78704

RE: REQUEST FOR EXPERIENCE CERTIFICATE UNDER 2019 QUALIFIED ALLOCATION PLAN

Dear Ms. Gaskin:

We have reviewed your request for an experience certificate, which is provided to individuals that meet the requirements of §10.204(6) of the 2019 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 §10.204(6)(B), including the following requirements:

(ii) Experience may not be established for a Person who at any time within the preceding three years has been involved with affordable housing in another state, in which the Person or Affiliate has been the subject of issued IRS Form 8823 citing non-compliance that has not been or is not being corrected with reasonable due diligence. ...

(iv) Notwithstanding the foregoing, no person may be used to establish such required experience if that Person or an Affiliate of that Person would not be eligible to be an Applicant themselves.

Should you choose to participate as a member of the Development Team or an individual providing experience for any Application submitted for funding, a Previous Participation Review (10 TAC §1.5) may be conducted prior to any award of funds. Additionally, should it be determined at any point in time that the information provided in your request for experience is fraudulent, knowingly falsified, intentionally or negligibly materially misrepresented, or omits relevant information, this
certificate of experience is null and void and you may be subject to other sanctions under the Texas Department of Housing and Community Affairs' rules and requirements.

If you have any questions or concerns regarding this certificate or the experience requirements, please contact Marni Holloway at marni.holloway@tdhca.state.tx.us.

Sincerely,

Marni Holloway
Director of Multifamily Finance
Applicant Credit Limit Documentation and Certification (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, §306.6711(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 'es' to Part I b., then 4 separate Part II forms must be provided).

<table>
<thead>
<tr>
<th>Part I. Applicant Credit Limit Documentation</th>
<th>Part II. Person/entity has at least one other application in the current Application Round</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Applicant, Developers, Affiliates, and Guarantors - List below all entities or Persons meeting the definition of Applicant, Affiliate, Developer or Guarantor.</td>
<td></td>
</tr>
<tr>
<td>1. San Vito, LLLP</td>
<td></td>
</tr>
<tr>
<td>2. San Vito GP, LLC</td>
<td></td>
</tr>
<tr>
<td>3. SGI San Vito, LLC</td>
<td></td>
</tr>
<tr>
<td>4. SGI Ventures, Inc.</td>
<td></td>
</tr>
<tr>
<td>5. Sally Gaskin</td>
<td></td>
</tr>
<tr>
<td>6. San Vito Developer, LLC</td>
<td></td>
</tr>
<tr>
<td>...</td>
<td>...</td>
</tr>
</tbody>
</table>

Individually, or as the General Partner(s) of officer(s) of the Applicant entity, I (we) certify that we are submitting behind this tab one signed Credit Limit Certification form for each person and/or entity that answered "Yes" to Part I b. above.

Signature of Applicant: [Signature]
Date: Febr 14, 2020
Its: President
II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part 1(b) must complete this form.

Name and role of Person or Entity completing this form:

Which is:

☐ the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)

☐ a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant

☒ a Developer for the Applicant for this specific Application

☐ an Affiliate to the Applicant

☐ a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

<table>
<thead>
<tr>
<th>Development Name</th>
<th>Region</th>
<th>City</th>
<th>% Ownership</th>
<th>% of Dev. Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>San Vito</td>
<td>3</td>
<td>Irving</td>
<td>100.00%</td>
<td>100.00%</td>
</tr>
<tr>
<td>Azalea West</td>
<td>3</td>
<td>Fort Worth</td>
<td>100.00%</td>
<td>100.00%</td>
</tr>
</tbody>
</table>

I acknowledge that: Sally Gaskin is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

I hereby certify that the foregoing is a complete list of Developments with respect to which I am seeking a current allocation of tax credit authority from the Department. I certify that, if the Department makes a recommendation to the Board or issues a commitment which may cause Applications for which I am the applicant, the Developer, Affiliate or Guarantor, to receive credits in excess of $3 million, I will notify the Department in writing within three business days of the recommendation or issuance of the Commitment.

I acknowledge that if the Department determines that an Applicant, Developer, Affiliate or Guarantor, has received (in the aggregate) allocations in the current application Round from the Department exceeding $3 million, the Department must refuse to issue one or more Commitments or Carryover Allocations, or ust terminate one or more Commitments or Carryover Allocations.

Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)

SGI Ventures, Inc.

Printed Name

Date

Feb 14, 2020

2/14/20
H. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered “Yes” to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: _____________________________________________________________________________

Sally Gaskin

Which is: □ the Applicant (Entity that generally manages or controls the “Applicant,” i.e. General Partner, Managing Partner, etc.)

□ a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant

□ a Developer for the Applicant for this specific Application

□ an Affiliate to the Applicant

□ a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

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<td>Azalea West</td>
<td>3</td>
<td>Fort Worth</td>
<td>100.00%</td>
<td>100.00%</td>
</tr>
</tbody>
</table>

I acknowledge that ________________________________ is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

I hereby certify that the foregoing is a complete list of Developments with respect to which I am seeking a current allocation of tax credit authority from the Department. I certify that, if the Department makes a recommendation to the Board or issues a commitment which may cause Applications for which I am the Applicant, the Developer, Affiliate or Guarantor, to receive credits in excess of $3 million, I will notify the Department in writing within three business days of the recommendation or issuance of the Commitment.

I acknowledge that if the Department determines that an Applicant, Developer, Affiliate or Guarantor, has received (in the aggregate) allocations in the current Application Round from the Department exceeding $3 million, the Department must refuse to issue one or more Commitments or Carryover Allocations, or must terminate one or more Commitments or Carryover Allocations.

I, under penalty of perjury, certify that this information and these statements are true, complete, and accurate:

Sally Gaskin

Feb 14, 2020

Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)

Printed Name

Date
2020 HTC
Full Application

Part 6 Tab 46

Community Input Scoring Items
## Community Input Scoring Items

<table>
<thead>
<tr>
<th>TDHCAR</th>
<th>20154</th>
<th>Self Score Total: 139</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1. Local Government Support - §11.9(d)(1)</strong> - Only check the box if support documents are included in the Application.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>☑️</td>
<td>Resolution(s) of either &quot;no objection&quot; or &quot;support&quot; is included behind this tab.**</td>
<td>Points Requested: 17</td>
</tr>
<tr>
<td></td>
<td>Name of Local Government Body</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Name of Local Government Body (if applicable)</td>
<td></td>
</tr>
<tr>
<td><strong>2. Quantifiable Community Participation - §11.9(d)(4)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Application expects to receive QCP points.</td>
<td>Points Requested: 0</td>
</tr>
<tr>
<td><strong>3. Input from State Representative - §11.9(d)(5)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Letter of either support, neutrality, or opposition is included behind this tab.**</td>
<td>Points Requested: 0</td>
</tr>
<tr>
<td>OR</td>
<td>Letter stating that no letter expressing support, neutrality, or opposition will be provided is included behind this tab.**</td>
<td></td>
</tr>
<tr>
<td>☑️</td>
<td>No letter from a State Representative is included behind this tab.</td>
<td>Points Requested: 8</td>
</tr>
<tr>
<td><strong>4. Input from Community Organizations - §11.9(d)(6)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>☑️</td>
<td>Applicant has included one or more letters of support or opposition behind this tab.</td>
<td>Points Requested: 4</td>
</tr>
</tbody>
</table>

**A. Dallas Area Habitat for Humanity**
- Name of Community Organization: David J. Crawford
- Contact Name: 
- Support
- Opposition

**B. Genesis Women's Shelter & Support**
- Name of Community Organization: Jan Langbein
- Contact Name: 
- Support
- Opposition

**C. Metro Dallas Homeless Alliance**
- Name of Community Organization: Carl W. Falconer
- Contact Name: 
- Support
- Opposition

**D. United Way of Metropolitan Dallas**
- Name of Community Organization: Ashley Brundage
- Contact Name: 
- Support
- Opposition

**E. Name of Community Organization**
- 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.**

**Input from State Representative - §11.9(d)(5)**
- Letter of either support, neutrality, or opposition is included behind this tab.**
- 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.**

**Note that QCP Packets are due February 28, 2020 and MAY NOT be submitted by the Applicant. Packets MUST be received from Neighborhood Organization!**

2/26/2020
Local Government Support Resolution
CITY OF IRVING
COUNCIL RESOLUTION NO. RES-2020-50

WHEREAS, San Vito, LLC has proposed a development for affordable rental housing at 550 E John Carpenter named San Vito in the City of Irving; and

WHEREAS, there is a need for affordable housing for the City of Irving citizens of modest means; and

WHEREAS, San Vito, LLC intends to submit an application to the Texas Department of Housing and Community Affairs (TDHCA) for 2020 Low Income Housing Tax Credit Program funds for San Vito.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS:

SECTION I. THAT this resolution affirms the City of Irving’s support for the above named development; and

SECTION II. THAT this resolution shall take effect from and after its final date of passage, and it is accordingly so ordered.


RICHARD H. STOPFER
MAYOR

ATTEST:
Shanae Jennings
City Secretary

APPROVED AS TO FORM:
Kuruvilla Oommen
City Attorney
February 26, 2020

Mr. Bobby Wilkinson
Executive Director
Texas Department of Housing and Community Affairs
P.O. Box 13941
Austin, TX 78711-3941

RE: 2020 Application to the Texas Department of Housing and Community Affairs for an Allocation of Low-Income Housing Tax Credits to Construct the San Vito in Irving, Texas, TDHCA Application #20154

Dear Mr. Wilkinson,

Please accept this letter expressing my support for the San Vito developer's request to allocate tax credits from the Texas Department of Housing and Community Affairs to San Vito, TDHCA Application #20154. I support this development, which is to be located at the southeast corner of East John W. Carpenter Freeway and Brim Street in Irving, Texas in Dallas County. As the Texas Representative of District 105 in which Irving is located, I see an increasing need for affordable housing in my district and across Irving.

Sincerely,

Terry Meza
State Representative, District 105
2020 HTC
Full Application

Part 6 Tab 46

Input from Community Organizations
February 5, 2020

TDHCA
Marnie Holloway
221 East 11th Street
Austin, TX 78701

RE: San Vito  TDHCA App. #20154
     The Magenta  TDHCA App. #20143

Dear Ms. Holloway,

I am writing this letter to voice my support for the following TDHCA Tax Credit Application for the following proposed family housing in Dallas County:

     "San Vito," to be located at 550 E John Carpenter Frwy., Irving, 75062
     "The Magenta," to be located at 1508 Fort Worth Ave., Dallas, 75208

Dallas Area Habitat for Humanity is a tax exempt 501(c)3 not-for-profit organization that serves the community in which the development site is located with a primary purpose providing homeowner education, affordable housing solutions and the overall betterment of the community. We believe that there is a need for housing that is affordable to citizens of modest means and this development will help meet that need.

Sincerely,

David J. Crawford
CEO
Exemption Verification Letter

Texas Comptroller of Public Accounts
Austin, TX 78774

February 11, 2020

DALLAS AREA HABITAT FOR HUMANITY, INC.
2800 N HAMPTON RD
DALLAS, TX 75212-5029

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 04-15-1985
Sales and use tax, as of 12-03-1986

(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: 17520971619

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.
Dallas Habitat has spent over 30 years building and rehabbing homes all over Dallas County. The interactive map below shows all the communities where Dallas Habitat has made an impact in Dallas County as well as future build and rehab plans.

Want to see all of our Neighborhoods? Click on the Interactive map on the right.

Please be patient while the map loads- it's worth the wait! If you receive a message that says “the map is not available,” please wait a few more seconds as the map loads. The map can be used on this page with the zoom tool or by clicking on the neighborhood names. Please select “view larger map” at the bottom for more detailed view options. Our map can be picky and works best with Google Chrome, Safari, and Firefox.
A World Where Everyone Has A Decent Place To Live

At Dallas Area Habitat for Humanity, we see a Dallas where every neighborhood is proud and we are proud of every neighborhood. To move us closer to this vision, we need to understand how homeownership fits into the picture of the Dallas we want to build.

With a missing middle class and declining rates of homeownership, revitalizing our neighborhoods and increasing access to homeownership is more important than ever in bringing back lost purchasing power, tax base, and associated neighborhood stability.

More than a roof, homeownership is a catalyst for transforming our communities, building financial stability for generations, and priming the neighborhood for economic development. As part of our expanded mission of serving the many—building homeowner equity and asset wealth, addressing the affordable housing gap, strengthening neighborhoods and improving health and education for children and families—Dallas Habitat is working collaboratively on a vision for new policies and products that will create a better value proposition for builders and potential buyers.

Seeking to put God's love into action, Habitat for Humanity brings people together to build homes, communities and hope.

Act Now

It’s time we start thinking of homeownership differently. Stay connected with Dallas Habitat as we take a look at our city and look forward to building a stronger, more vibrant future together.
Every donation helps a family build a safe and affordable home.

Donate now

We build strength, stability and self-reliance through shelter.

Habitat for Humanity is a nonprofit organization that helps families build and improve places to call home. We believe affordable housing plays a critical role in strong and stable communities.
February 11, 2020

TDHCA
Marnie Holloway
221 East 11th Street
Austin, TX 78701

RE:  San Vito TDHCA App. #20154
The Magenta TDHCA App. #20143

Dear Ms. Holloway,

I am writing this letter to voice my support for the following TDHCA Tax Credit Application for the following proposed family housing in Dallas County:

- “San Vito,” to be located at 550 E John Carpenter Frwy., Irving, 75062
- “The Magenta,” to be located at 1508 Fort Worth Ave., Dallas, 75208

Genesis Women’s Shelter & Support is a tax exempt 501(c)3 nonprofit organization that serves the community in which the development sites are located. Our mission is serving those victims of domestic violence in Dallas County, TX. One of the biggest roadblocks to safety, for women and their children leaving abusive homes, is the lack of available, safe, affordable housing. It is our hope that these developments will help with this tremendous need for housing in our community.

Sincerely,

Jan Langbein
CEO
Exemption Verification Letter

Texas Comptroller of Public Accounts
Austin, TX 78774

February 14, 2020

SHELTER MINISTRIES OF DALLAS
PO BOX 151085 C-O CATHY FRAME
DALLAS, TX 75315-1085

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 12-10-1982
- Sales and use tax, as of 12-10-1982
  (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: 17518813658

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.
Genesis Women's Shelter & Support

@GenesisWomenSShelter

About

BUSINESS INFO

 Founded in 1985

 Mission

To provide quality safety and shelter to battered women and their children through crisis intervention and short term crisis therapeutics and to reduce the occurrence of violence against women and children in the greater Dallas area.

We are also committed to raising the level of community awareness regarding the pervasiveness and effects of domestic violence.

CONTACT INFO

Call (214) 389-7700

http://www.genesisshelter.org

MORE INFO

About

24-Hour Hotline/Emergency Shelter: 214.946.HELP (4357)
Outreach Non-Residential Counseling: 214.399.7700
Thrift Store: 214.520.8644... See More

Company Overview

Genesis Women's Shelter & Support provides shelter, safety, counseling, and expert services to battered women and their children.

Founding Date

1985

Nonprofit Organization • Public Service • Social Service
SERVICES

Genesis Women’s Shelter & Support exists to help women and children live abuse-free lives. From our emergency shelter, to our counseling services available at our Outreach office, we have geared our services to provide women with the help and guidance they need most.

“For the call that comes at 2 in the morning, when a woman is run out of her house with only the clothes on her back - getting her help is our core mission.”
- Jan Edgar Langbein, CEO

Whether a woman is in a fight for her life, or trying to heal from the emotional scars of her past, we want to provide her with hope and help on her journey.

You deserve to feel safe and loved. We can help you get there.

GET HELP (/GET-HELP/)
EMERGENCY SHELTER

Our emergency shelter is at an undisclosed location so women escaping a dangerous relationship can feel safe and confident that her abuser will not find her. We provide housing for women and their families for up to 6 weeks in order to help them get back on their feet.

LEARN MORE (/SERVICES/EMERGENCY-SHELTER/)

TRANSITIONAL HOUSING

After a woman has been at our emergency shelter for 6 weeks, she may still be in need of assistance to get her life in order. Annie’s House provides a transitional home to help her rediscover her independence.

LEARN MORE (/SERVICES/LONG-TERM-HOUSING/)

COUNSELING SERVICES

Our counseling services are available at our shelter as well as through our Outreach office. Whether it is for a single woman, a teen, or a mom and her children, we provide professional counseling services to help her cope and know she is not alone in her journey towards healing from abuse.

LEARN MORE (/SERVICES/COUNSELING/)
Our Hotline is available to help 24/7.

214-946-HELP (4357)

GET HELP (/GET-HELP/)

LEGAL SERVICES

In 2016 Genesis hired an onsite staff attorney to provide direct legal counsel and representation to clients. Our legal counsel provides help with protective orders, divorce, and child custody proceedings.

To learn more about our client services, contact:

214-389-7700

GET HELP (/GET-HELP/)

CONTACT US

Emergency Hotline: 214.946.HELP (4357)
Main Outreach Office: 214.389.7700
Main Outreach Fax Line: 469.372.0984
4411 Lemmon Avenue, Suite 201
Dallas, Texas 75219

https://www.genesishelter.org/services/
13 February 2020

TDHCA
Marnie Holloway
221 East 11th Street
Austin, TX 78701

RE: San Vito TDHCA App. #20154
   The Magenta TDHCA App. #20143

Dear Ms. Holloway,

I am writing this letter to voice my support for the following TDHCA Tax Credit Application for the following proposed family housing in Dallas County:

   “San Vito,” to be located at 550 E John Carpenter Frwy., Irving, 75062
   “The Magenta,” to be located at 1508 Fort Worth Ave., Dallas, 75208

Metro Dallas Homeless Alliance (MDHA) is a tax exempt 501(c)3 not-for-profit organization that serves the community in which the development site is located with a primary purpose of ending homelessness in Dallas and Collin Counties. We believe that there is a need for housing that is affordable to citizens of modest means and this development will help meet that need.

Sincerely,

Carl W. Falconer
President and CEO
Exemption Verification Letter

Texas Comptroller of Public Accounts
Austin, TX 78774

February 14, 2020

METRO DALLAS HOMELESS ALLIANCE
2816 SWISS AVE
DALLAS, TX 75204-5958

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 11-28-1990
  Sales and use tax, as of 04-30-1993
    (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: 17524616798

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.

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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.
The Metro Dallas Homeless Alliance (MDHA)

The Metro Dallas Homeless Alliance (MDHA) leads the development of an effective homeless response system that will make the experience of homelessness in Dallas and Collin Counties rare, brief, and non-recurring. MDHA brings together more than 300 entities having and supportive services programs in retooling homeless services into a crisis response system.

MDHA's mission rests on the 2009 Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act and Home Together (the successor to Opening Doors) the national strategic plan to end homelessness, established under the Act.

MDHA has five main statutory roles:

- Facilitate $16.5 million of Federal Continuum of Care (CoC) funding annually for homeless services programs;
- Administer the Homeless Management Information System (HMIS), a community-wide database, that drives improvement of homeless services programs, serving 16,972 persons;
- Maintain a count of persons experiencing homelessness;
- Maintain an inventory of housing and shelter beds for the homeless and formerly homeless;
- Develop and quarterback an effective unified homeless response system, where all homeless services programs work together to make homelessness rare, brief and nonrecurring.

Over the course of 2015-2017, MDHA focused on building the necessary components of an effective unified homeless response system. Such a system helps those who can self-resolve do so, places those who cannot self-resolve into appropriate housing, is entirely oriented towards housing as the solution for homelessness, and practices full transparency, as a tool for learning and systems change.

In mid-2017, MDHA shifted its focus to utilizing the system to better house people quickly and permanently, while working with experts and innovators to continue to improve it. The system's impact has been recognized by the local community, as well as lauded nationally.

At the end of 2018, the MDHA Board of Directors appointed Carl Falconer, a Florida-based renowned expert in the arena of ending homelessness, as MDHA's President and CEO, to take Dallas' homeless response system to the next level, and put Dallas on a course to ending homelessness.

In March 2019, Falconer called for all stakeholders in Dallas and Collin Counties, without exception, to rally toward one single vision for ending homelessness. We must, he said, build household incomes, as well as safe, affordable, accessible housing. He called on system and community stakeholders to join MDHA in setting standards, increasing efficiencies in the system, and improving data gathering. He stressed that Dallas must follow the data wherever it takes us and change our programs if the data so warrants, and he introduced his idea for what he called the D-ONE Plan.

The D-ONE Plan, released in its final form in the latter half of 2019, was created by MDHA in consultation with a broad array of community stakeholders, by synthesizing ideas and priorities from several extant local strategic plans. This plan will guide the work of the homeless response system and its partners into 2020.
February 11, 2020

TDHCA
Marnie Holloway
221 East 11th Street
Austin, TX 78701

RE: San Vito
TDHCA App. #20154

The Magenta
TDHCA App. #20143

Dear Ms. Holloway,

I am writing this letter to voice my support for the following TDHCA Tax Credit Application for the following proposed family housing in Dallas County:

“San Vito,” to be located at 550 E John Carpenter Frwy., Irving, 75062
“The Magenta,” to be located at 1508 Fort Worth Ave., Dallas, 75208

United Way of Metropolitan Dallas is a tax exempt 501(c)3 not-for-profit organization that serves the community in which the development site is located. United Way leads the charge to improve education, income and health – the building blocks of opportunity – in North Texas. Access to safe, quality, affordable housing – and the supports necessary to maintain that housing – constitute one of the most basic and powerful social determinants of health, education, and future income.

Households that pay less from their paychecks for housing costs can afford to spend more on other items, including groceries, clothing and health care. They can also afford to save more for emergencies or for major purchases such as a car or education. This provides these households with greater economic stability because it is easier to avoid living from paycheck to paycheck. They are less likely to face eviction or the stress of moving from place to place because they fall short of rental or housing payments. Persons with affordable housing tend to be more stable, long-term employees because they do not need to move so often and face difficulties coming to work regularly. Businesses benefit by having a stable employee population because it reduces employee turnover and related costs in training new employees. It also reduces problems associated with lack of dependability as to whether a sufficient number of employees will show up to work their shifts.

We believe that there is a need for housing that is affordable to citizens of modest means and this development will help meet that need.

Sincerely,

Ashley Brundage
Senior Vice President, Community Impact
United Way of Metropolitan Dallas
Exemption Verification Letter

Texas Comptroller of Public Accounts
Austin, TX 78774

February 14, 2020

UNITED WAY OF METROPOLITAN DALLAS, INC.
1800 N LAMAR ST
DALLAS, TX 75202-1701

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 01-01-1969
- Sales and use tax, as of 08-29-1977
  (provide Texas sales and use tax exemption certificate Form 01-339 (Back) to vendor)
- The entity is not exempt from hotel occupancy tax.

Texas taxpayer identification number: 1756053526

This exemption verification is not a substitute for the completed exemption certificates that are required when claiming exemption from Texas taxes. Vendors should be familiar with the requirements for accepting the certificates in good faith from their customers.

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For information concerning sales taxpayer permit status, please use the vendor search we provide online.

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Our publications and other helpful information are available on our website. If you need more information, write to us at exempt.orgs@cpa.texas.gov, or call us at 800-252-5555.
How does United Way of Metropolitan Dallas put opportunity in the hands of all North Texans?

We create and support programs that strengthen education, income and health in Dallas, Collin, Rockwall and Southern Denton counties to give our community a firm foundation for success for both now and in the future.

Why education, income and health?

Imagine what education, income and health mean to you and your family. Could you do without any one of them? They’re the building blocks of opportunity—all three are necessary for individuals, families and communities to thrive. Our children need an education so one day they can find employment that provides economic stability and mobility. And everyone needs good health to perform well at school or work.

United Way works with partners and service providers that might focus on one or two of these building blocks, but we are able to bring together resources that address all three: education, income and health.

What’s the ultimate goal?
UNITED WAY PROGRAMS

Better Together Fund
Encourages and rewards nonprofits that create formal long-term collaborations to maximize impact.
READ MORE »

Nonprofit Success Institute
Provides training and resources to help small nonprofits, associations, and neighborhood groups operate more efficiently, increase impact and compete for funding.
READ MORE »

Southern Dallas Thrives
Creates positive impact in southern Dallas communities by providing healthy meals, quality childcare, career opportunities and preparing students for success.
READ MORE »

TEA RECESS
Provides resources for childcare centers to increase the quality of preschool programming and ensure kids enter kindergarten ready to thrive.
READ MORE »

Dollars For College
Helps kids grown up with a college savings account, substantially increasing their likelihood of attending college and graduating.
READ MORE »

First Five
Provides quality childcare in southern Dallas so kids start strong, parents can work and employees get an expanded workforce.
READ MORE »

Ruth Sharp Altshuler Basic Needs Fund
Provides the funding for most of our annual basic needs grants, allowing us to consistently respond to families in need.
READ MORE »

Pathways to Work
Creates innovative solutions for moving workers into good jobs and ensures employers have a pipeline of skilled, ready-to-work employees.
READ MORE »

Pathways to Economic Mobility
Provides families the tools and know-how to increase savings, improve credit scores, reduce debt and avoid predatory lending.
CONTACT US

United Way of Metropolitan Dallas
1800 N. Lamar Dallas, TX 75202
Phone: 214.978.0000
Email: info@unitedwaydallas.org

Media Enquiries
Tony Fay
Phone: 972.273.0794

Direct Services
Please call 2-1-1 for local services and support. Learn more about 2-1-1.
2020 HTC
Full Application

Part 7 Tab 47

Third Party Reports
<table>
<thead>
<tr>
<th>1.</th>
<th>Environmental Site Assessment (ESA) (All Multifamily Applications)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prepared by:</td>
<td>Phase Engineering</td>
</tr>
<tr>
<td>Date of Report:</td>
<td>2/19/2020</td>
</tr>
<tr>
<td></td>
<td>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>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>
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</table>

<table>
<thead>
<tr>
<th>2.</th>
<th>Environmental Clearance (Direct Loan applications only)</th>
</tr>
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<tbody>
<tr>
<td>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.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3.</th>
<th>Primary Market Area Map</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Primary Market Area (PMA) map with definition of PMA is included behind this tab.</td>
</tr>
<tr>
<td>Prepared by:</td>
<td>Apartment Market Data, LLC</td>
</tr>
<tr>
<td>Date of Report:</td>
<td>TBD</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>4.</th>
<th>Scope and Cost Review (SCR) (formerly PCA)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prepared by:</td>
<td>NA</td>
</tr>
<tr>
<td>Date of Report:</td>
<td>NA</td>
</tr>
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</table>

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<th>5.</th>
<th>Appraisal</th>
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<tbody>
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<td>Prepared by:</td>
<td>NA</td>
</tr>
<tr>
<td>Date of Report:</td>
<td>NA</td>
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</table>

<table>
<thead>
<tr>
<th>6.</th>
<th>Feasibility Report</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prepared by:</td>
<td>MMA</td>
</tr>
<tr>
<td>Date of Report:</td>
<td>2/20/2020</td>
</tr>
</tbody>
</table>
2020 HTC
Full Application

Part 7 Tab 47

ESA Statement
San Vito

Additional ESA Certification

Per the ESA prepared for San Vito, San Vito, LLLP certifies that it will comply with any and all recommendations made by the ESA provider.

Sally Gaskin

Feb 24, 2020

Date
2020 HTC Full Application

Part 7 Tab 47

Market Study Map and Definition
### Market Analysis Summary

**Provider:** Apartment MarketData, LLC  
**Contact:** Darrell G Jack  
**Date:** 2/14/2020  
**Phone:** (210) 530-0040

**Development:** San Vito  
**Target Population:** General  
**City:** Irving  
**County:** Dallas

**Site Location:** SEC E John W Carpenter Fwy & Brim Dr  
**Site Coordinates:**
- Latitude: 32.859039
- Longitude: -96.935306

**Primary Market Area (PMA) page**  
Square Miles: 15.97

**Census Tracts**

<table>
<thead>
<tr>
<th>Census Tracts</th>
<th>Census Tracts</th>
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<td>481130143.10</td>
<td>481130143.11</td>
<td>481130143.12</td>
<td>0.00</td>
</tr>
</tbody>
</table>
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,

Darrell G. Jack  
Market Analyst  
President
2020 HTC
Full Application

Part 8 Tab 48

Tie-Breaker Information
<table>
<thead>
<tr>
<th>Tie-Breaker Information</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Tie-Breaker #1 (10 TAC §11.7(1))</strong></td>
</tr>
<tr>
<td>Applications proposed to be located in a census tract with a poverty rate below the average poverty rate for all awarded Competitive HTC Applications from the past three years, 17.0341 (with Region 11 adding an additional 15% to that value and Region 13 adding an additional 5% to that value), are eligible for the first tie-breaker. Any of the tied Applications that meet the first part of the tie-breaker will progress to the second part. Then the Development in the census tract with the highest percentage of statewide rent burden for renter households at or below 80% Area Median Family Income (AMFI), will win the tie-breaker. Tied Applications that do not meet the first part of the tie-breaker or that are still tied after applying the second part of the tie-breaker will proceed to the second tie-breaker to break the tie.</td>
</tr>
<tr>
<td><strong>Is Site in Region 11 or 13?</strong></td>
</tr>
<tr>
<td><strong>Poverty Rate is less than 17.0341.</strong></td>
</tr>
<tr>
<td><strong>Is Site in Region 11?</strong></td>
</tr>
<tr>
<td><strong>Applicable Poverty Rate = NA</strong></td>
</tr>
<tr>
<td><strong>Poverty Rate is less than 32.0341.</strong></td>
</tr>
<tr>
<td><strong>Is Site in Region 13?</strong></td>
</tr>
<tr>
<td><strong>Applicable Poverty Rate = NA</strong></td>
</tr>
<tr>
<td><strong>Poverty Rate is less than 22.0341.</strong></td>
</tr>
<tr>
<td><strong>Rent Burden Rank = 5065</strong></td>
</tr>
<tr>
<td><strong>Tie-Breaker #2 (10 TAC §11.7(2))</strong></td>
</tr>
<tr>
<td>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.</td>
</tr>
<tr>
<td>Development Longitude:</td>
</tr>
<tr>
<td>Development Latitude:</td>
</tr>
<tr>
<td>Target Population:</td>
</tr>
<tr>
<td>Closest Development serving same Population:</td>
</tr>
<tr>
<td>Application Number:</td>
</tr>
<tr>
<td>Address:</td>
</tr>
<tr>
<td>Year of Award:</td>
</tr>
</tbody>
</table>

2/21/2020
Submittal Associated with
San Vito HTC Request

By

The Las Colinas Association

February 27, 2020

Contents

I. Quantifiable Community Participation Form

II. Evidence organization on record with Secretary of State prior to Jan. 3, 2020

• Certificate of Filing Nonprofit Periodic Report to Sec. of State dated April 20, 2018
• Certificate of Incorporation dated August 21, 1973

III. Evidence organization in existence with boundaries including site by Dec. 4, 2019

• Fifth Amended and Restated Bylaws for The Las Colinas Association adopted Sept. 20, 2016 (Also, see Certificate of Incorporation dated August 21, 1973 noted above in Section II)
• Map showing development site within Area III, included per Supplementary Declaration (SD) No. 2
• Copy of SD No. 2 dated October 17, 1973 with Exhibit A-3 providing field notes for Area III (no map included with original documentation filed with County)

Related Summary Statement – Organization created August 21, 1973. Subject property brought into the Association’s governance/oversite as of October 17, 1973 via Supplementary Declaration No. 2 and described as Las Colinas Area III.

IV. Boundary Map

V. Membership Calculations
Section I
QUALIFIED NEIGHBORHOOD ORGANIZATION EVIDENCE OF QUANTIFIABLE COMMUNITY PARTICIPATION

- Read each item carefully before completing the blanks.
- Certify to each requirement by signing the last page.
- All attachments must be included in the QCP submission package.
- Once a letter is submitted to the Department it may not be changed or withdrawn.

Part 1: Development Information

Development Name: SAN VITO
Development Street Address: sec. East John W. Carpenter Fwy./Brim Dr
Development City: Irving, TX
Development County: Dallas
TDHCA # (for office use only): 

Part 2: Neighborhood Organization Information

Neighborhood Organization Name: The Las Colinas Association
This organization also made a submission to TDHCA in prior HTC Application Rounds:
- Check one: ☐ Yes ☑ No
- If YES, provide the years that the organization made submissions prior to 2020: __________, __________, __________, __________

The Neighborhood Organization is a (select one of the following):
- ☐ Homeowners Association
- ☑ Property Owners Association
- ☐ Resident Council and our members occupy the existing development
- ☐ Other (explain): 

As of January 3, 2020, (as applicable) this Neighborhood Organization is on record with (select one of the following):
- ☐ County
- ☑ Secretary of State

Part 3: Neighborhood Organization Contact Information

Do not list persons that will not be able/available to respond to emails or phone calls from the Department.

1st Contact Information
Name: J. Hammond Perot
Title: President & CEO
Physical Address: 3838 Teleport Blvd.
Mailing Address (if different from above): 
City: Irving, TX
Phone: 972-541-2345
ZIP Code: 75039
Email: Hperot@lascolinas.org
QUALIFIED NEIGHBORHOOD ORGANIZATION EVIDENCE OF QUANTIFIABLE COMMUNITY PARTICIPATION
(Continued)

2nd Contact Information
Name: Jennifer Austin  
Title: Managing Director / Assistant Secretary  
Physical Address: 3838 Telesport Blvd.  
Mailing Address (if different from above):  
City: Irving  
Phone: 972-541-2345  
Email: Jaustin@lancoatings.org  
ZIP Code: 75039

Part 4: Reason for Support or Opposition
The Neighborhood Organization: ☐ Supports ☑ Opposes the Application for Competitive Housing Tax Credits for the above referenced development for the following reasons:
proposed project is not harmonious with adjacent and surrounding land uses which include office, office-based facilities, a private country club and associated golf course. Combined with the site fronting the SH114 service road, the surrounding uses serve to isolate the property from services, public space and other residential uses. Since the site is in a business district as defined by the city’s 2017 comprehensive land use plan, there are not other residential uses fronting SH114 from Fortune Drive (south of the property) to SH 348/US Highway, a distance of nearly two miles. Accordingly, the proposed development is not compatible with the character, design and uses of existing and anticipated future development.

Part 5: Written Boundary Description
Provide a written boundary description of the geographical boundaries of the Neighborhood Organization. (Example: North boundary is Main St., East boundary is railroad track, South boundary is First St., West boundary is Jones Ave.) Boundary description MUST match the boundary map.

Western boundary generally defined by Story Road, Beltline Road and DFW Airport property. Northern boundary generally on south side of IH 635. Eastern boundary Elm/Fork/Trinity River Basin and Riverside Drive to BNSF Railroad. Southern boundary generally E. Northgate Drive from BNSF Railroad to Story Road.
Matthew,

Both Ms. Austin and I live within the boundaries of the Las Colinas Association and are still able to respond to emails or phone calls from TDHCA.

Jennifer Austin’s address:
504 Guadalajara Circle
Irving, Texas 75062

My address is:
1609 Driskill Drive
Irving, Texas 75038

I hope this information satisfies your needs. Please advise if you need something else. Thanks.

Follow Las Colinas on Facebook, Instagram @lascolinastex
Thank you,

Matthew Griego  
Multifamily Policy Research Specialist  
Texas Department of Housing and Community Affairs  
221 East 11th Street  
Austin, Texas 78701  
(512)475-0927

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 §11.2(a)).

Reminder for Direct Loan Borrowers: TDHCA will not close earlier than 30 days after receipt of complete due diligence documents. We will not honor closings scheduled without our confirmation.

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

This email has been scanned for spam and viruses by Proofpoint Essentials. Click here to report this email as spam.
Part 6: Certifications

By signing this form, I (we) certify to the following:

- This organization certifies that the two contacts listed have the authority to sign on behalf of the Neighborhood Organization.
- This organization certifies that the organization was formed on or before December 4, 2019.
- This organization certifies that the boundaries of this organization include the proposed Development Site in its entirety. This organization acknowledges that boundary changes or annexations after January 2, 2020 may not be considered eligible and a site that is only partially within the boundaries may not satisfy the requirement that the boundaries contain the proposed Development Site.
- This organization certifies that it meets the definition of "Neighborhood Organization"; defined as an organization of persons living near one another within the organization's defined boundaries that contain the proposed Development Site and that has a primary purpose of working to maintain or improve the general welfare of the neighborhood.
- This organization certifies that none of the following individuals participated in the deliberations or voted on the decision to provide a statement with respect to the proposed development: the development owner, architect, attorney, tax professional, property management company, consultant, market analyst, tenant services provider, syndicator, real estate broker or agent or person receiving fees in connection with these services, current owners of the property, developer, builder, or general contractor associated with the proposed development.
- This organization certifies that at least 80% of the current membership consists of homeowners and/or tenants living within the boundaries of the Neighborhood Organization.
- This organization certifies that all certifications contained herein are true and accurate.

(First and Second Contacts must sign below):

1st Contact Signature: [Signature]
Date: 2/27/20
President & CEO
Title: [Title]

1st Contact Printed Name: [Name]

2nd Contact Signature: [Signature]
Date: 2/27/20
Managing Director
Title: [Title]

2nd Contact Printed Name: [Name]
QUALIFIED NEIGHBORHOOD ORGANIZATION EVIDENCE OF QUANTIFIABLE COMMUNITY PARTICIPATION (Continued)

REQUIRED ATTACHMENTS
(Only if not previously submitted to register with TDHCA)

In addition to the information requested on the form, please attach the following items and include with your submission to the Texas Department of Housing & Community Affairs:

1. Documentation to support the selection of being on record with the County or Secretary of State (ex: letter from county clerk or judge acknowledging the Organization, letter from the Secretary of State stating the incorporated entity is in good standing.)

2. Evidence of the Neighborhood Organization’s existence (ex. bylaws, newsletter, minutes, etc.)

3. Boundary Map: The boundary map should be legible, clearly marked with the geographical boundaries of the Neighborhood Organization, and indicate the location of the proposed Development.

Example:

[Image of a map with a red X indicating the development site within the boundary]

The solid line indicates the Neighborhood Organization’s boundary. The X indicates the development site.
Section II
CERTIFICATE OF FILING
OF
THE LAS COLINAS ASSOCIATION
File Number: 32979001

The undersigned, as Secretary of State of Texas, hereby certifies that the Nonprofit Periodic Report for the above named entity has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

Dated: 04/20/2018
Effective: 04/20/2018

Rolando B. Pablos
Secretary of State
Office of the Secretary of State

The undersigned, as Secretary of State of Texas, does hereby certify that the attached is a true and correct copy of each document on file in this office as described below:

THE LAS COLINAS ASSOCIATION
Filing Number: 32979001

Articles of Incorporation
Articles of Amendment

August 21, 1973
October 11, 2002

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on December 28, 2011.

Hope Andrade
Secretary of State
CERTIFICATE OF INCORPORATION
OF
THE LAS COLINAS ASSOCIATION
CHARTER NO 329790

The undersigned, as Secretary of State of the State of Texas, hereby certifies that duplicate originals of Articles of Incorporation for the above corporation duly signed and verified pursuant to the provisions of the Texas Non-Profit Corporation Act, have been received in this office and are found to conform to law.

ACCORDINGLY the undersigned, as such Secretary of State, and by virtue of the authority vested in him by law, hereby issues this Certificate of Incorporation and attaches hereto a duplicate original of the Articles of Incorporation.

Dated August 21, 1973

Mark H. White
Secretary of State
ARTICLES OF INCORPORATION

OF

THE LAS COLINAS ASSOCIATION

WE, the undersigned natural persons of the age of twenty-one years or more, at least two of whom are citizens of the State of Texas, acting as incorporators of a corporation under the Texas Non-Profit Corporation Act, do hereby adopt the following Articles of Incorporation for such corporation:

ARTICLE ONE

The name of the corporation is THE LAS COLINAS ASSOCIATION.

ARTICLE TWO

The corporation is a non-profit corporation.

ARTICLE THREE

The period of its duration is perpetual.

ARTICLE FOUR

The purpose or purposes for which the corporation is organized are:

To promote the health, safety, and welfare of the owners of real property and to preserve the beautification of such property, and for these purposes to:

(a) Own, acquire, build, operate, and maintain recreation parks, playgrounds, swimming pools, golf courses, streets and footways, including buildings, structures, and personal properties incident thereto;

(b) Provide garbage and trash collection and disposal;

(c) Provide security services;

(d) Maintain lands and trees;

(e) Supplement municipal services;

(f) Pay taxes, if any, on the properties referred to in Subsection (a) of this Article Four;

(g) Provide and operate a communications system or service;

(h) Enforce protective and maintenance covenants;
(i) Provide and maintain landscaping, both on Common Properties and on public lands and rights of way;
(j) Provide and operate community antenna systems;
(k) Provide educational and entertainment services;
(l) Collect assessments for other property owner associations;
(m) Install and maintain sculpture and fountains;
(n) Insofar as permitted by law, do any other thing that, in the opinion of the Board of Directors, will promote the common benefit and enjoyment of owners and/or residents of the property involved.

ARTICLE FIVE

The address of the initial registered office of the corporation is 415 Northgate Plaza Village, Irving, Texas, and the name of its initial registered agent at such address is Ernest O. Perry, Jr.

ARTICLE SIX

The number of directors constituting the initial Board of Directors of the corporation is three (3), and the names and addresses of the persons who are to serve as the initial directors are:

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Ben H. Carpenter</td>
<td>415 Northgate Plaza Village Irving, Texas</td>
</tr>
<tr>
<td>2. Ernest O. Perry, Jr.</td>
<td>415 Northgate Plaza Village Irving, Texas</td>
</tr>
<tr>
<td>3. Edward R. Gwynn</td>
<td>415 Northgate Plaza Village Irving, Texas</td>
</tr>
</tbody>
</table>

ARTICLE SEVEN

The name and street address of each incorporator is:

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Ben H. Carpenter</td>
<td>415 Northgate Plaza Village Irving, Texas</td>
</tr>
<tr>
<td>2. Ernest O. Perry, Jr.</td>
<td>415 Northgate Plaza Village Irving, Texas</td>
</tr>
<tr>
<td>3. Edward R. Gwynn</td>
<td>415 Northgate Plaza Village Irving, Texas</td>
</tr>
</tbody>
</table>
IN WITNESS WHEREOF, we have hereunto set our hands this 20th day of August, 1973.

Ben H. Carpenter
Ernest O. Peery
Edward R. Gwynn

STATE OF TEXAS
COUNTY OF DALLAS

I, Tina Nolasco, a notary public in and for said county and state, do hereby certify that on this 20th day of August, 1973, personally appeared before me BEN H. CARPENTER, ERNEST O. PEERY, JR. and EDWARD R. GWYNN, who each being by me duly sworn, severally declared that they are the persons that signed the foregoing document as incorporators and that the statements contained therein are true.

IN WITNESS WHEREOF, I have this day and year written above given under my hand and seal of office.

Tina Nolasco
Notary Public In and For
Dallas County, Texas
Section III
Fifth Amended and Restated
Bylaws ("Bylaws")
of
The Las Colinas Association (the "Association")
Adopted September 20, 2016

ARTICLE I.
OFFICES

1.1 Registered Office. The registered office of the Association shall be as designated with the Office of the Secretary of the State of Texas, as it may be changed from time to time.

1.2 Other Offices. The Association may also have offices at such other places, both within and without the State of Texas, as the Board of Directors of the Association (the "Board") may from time to time determine or as the business of the Association may require.

ARTICLE II.
MEMBERS

2.1 Members. Each and every person, persons or legal entity (the "Member[s]") who shall own, in fee simple, any lot, tract or parcel of land situated in the real property (the "Property") covered by that certain Corrected Declaration filed in Volume 73166, Page 1001, et. seq. of the Deed Records of Dallas County, Texas or by any Supplementary Declaration or by any Amended Declaration thereto (together the "Declaration") filed in accordance with the provisions thereof, shall automatically be a Member of the Association, provided that any person or entity who holds any other interest, of any kind or character, in the Property including, without limitation, liens, claims, encumbrances servitudes, and security interests for the performance of any obligation, shall not be a Member.

2.2 Voting Rights. (a) the Members shall be entitled to one vote for each One Hundred ($100) Dollars, or major fraction thereof, of the assessed value of the lot, tract or parcel of land situated in the Property owned by the Member as appraised by the Dallas Central Appraisal District ("DCAD") for ad valorem tax purposes for the preceding calendar year. When two or more persons or entities hold undivided interests in any such property, all such persons or entities shall be Members, and the vote for such part of such Property shall be exercised as they themselves, determine, but in no event shall more than one vote be cast with respect to each One Hundred ($100) Dollars, or major fraction thereof, of the assessed value of such property owned by such Members.

(b) Voting rights may be assigned, in whole or in part, as such rights relate to a particular tract of land to a lessee holding a ground lease on such particular tract of land, provided, that the primary term of such ground lease is for a period of not less than forty (40) years.

(c) The Association shall not be a voting Member of the Association except by virtue of its ownership of a lot, tract or parcel of land situated in the Property.
ARTICLE III.
MEETINGS OF MEMBERS

3.1 **Annual Meeting.** The Annual meeting of the Members shall be held on any regular business (excluding National or State respected holidays) day in the month of March in each year at such time and place as the Board may determine, for the purpose of electing Directors (herein so called) and for the transaction of such other business as may come before the meeting. If the election of Directors shall not be held on the day designated by the Board for any annual meeting, or at any adjournment thereof, the Board shall cause the election to be held at a special meeting of the Members as soon thereafter as convenient may be.

3.2 **Special Meetings.** Special meetings of the Members may be called by a majority of the Board.

3.3 **Place of Meeting.** A majority of the Board may designate any place, within Dallas County or a county adjacent to Dallas County, Texas, as the place of meeting for any annual meeting or any special meeting of the Members called by the Board. If no designation is made or if a special meeting of the Members is otherwise called, the place of meeting shall be the registered office of the Association in the State of Texas.

3.4 **Notice of Meetings.** Written or printed notice stating the place, day and hour of any meeting of Members shall be delivered, either personally, by facsimile transmission, electronic mail ("email") or by mail, to each Member entitled to vote at such meeting, not less than ten (10) nor more than sixty (60) days before the date of such meeting, by or at the direction of the President, the Secretary, or the Directors. In case of a special meeting or when required by statute or by these Bylaws, the purpose or purposes for which the meeting is called shall be stated in the notice. If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Member at his address as it appears on the records of the Association, with postage thereon prepaid. If sent by facsimile or email, the notice of the meeting shall be deemed delivered upon successful transmission of such facsimile or email. In addition, a notice under this Section 3.4 shall be posted in a conspicuous manner reasonably designed to provide notice to the Association Members (a) in a place located outside the corporate offices of the Association that is accessible by the general membership during normal business hours; or (b) on any Internet website maintained by the Association. Unless otherwise provided by the Declaration these Bylaws or applicable law, any number of the Members may attend the meeting by use of videoconferencing or a similar telecommunication method for purposes of establishing full participation in the meeting.

3.5 **Record Dates.** The Board may establish a record date for determining the Members entitled to notice of a meeting and entitled to vote or exercise any other lawful rights at the meeting. If the Board does not establish a record date (a) Members at the close of business on the business day preceding the date on which notice is given are entitled to notice of the meeting and (b) Members on the date of the meeting who are otherwise eligible to vote shall be entitled to vote at the meeting. A record date established by the Board may not be more than sixty (60) days before the date of the meeting. A determination of Members entitled to notice of or to vote at a
meeting of the Members shall be effective for any adjournment of the meeting unless the Board fixes a new record date. The Board must fix a new record date if the meeting is adjourned to a date more than ninety (90) days after the original record date for the meeting.

3.6 **Informal Action by Members.** Any action required by law to be taken at a meeting of the Members, or any action which may be taken at a meeting of Members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Members entitled to vote with respect to the subject matter thereof.

3.7 **Quorum.** The Members holding one-half of the total eligible votes which may be cast at any meeting shall constitute a quorum at such meeting. If a quorum is not present at any meeting of Members, a majority of the Members present may adjourn the meeting from time to time without further notice.

3.8 **Majority Vote.** When a quorum is present at any meeting, the vote of the Members holding a majority of all votes held by the Members, present in person or represented by proxy at the meeting, shall decide all matters brought before the meeting, unless the matter is one which, by express provision of law or the Declaration or the Certificate of Incorporation ("Certificate") of the Association or Bylaws of the Association, a different vote is required, in which case such express provision shall govern and control the decision of such matter.

3.9 **Proxies.** At any meeting of Members, a Member entitled to vote may vote by proxy executed in writing by the Member or by such Member’s duly appointed representative with proof, acceptable to the Association, of such representations express authority to act on such Member’s behalf. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in proxy. Each Member of the Association may vote by proxy as provided for nonprofit corporations under Sections 22.16(b) and (c), Business Organization Code. Notwithstanding any provision of the certificate of formation or these Bylaws to the contrary, a Member vote on any matter may be conducted by mail, by facsimile transmission, by e-mail, or by any combination of those methods.

**ARTICLE IV. DIRECTORS**

4.1 **General Powers.** The affairs of the Association shall be managed by its Board in accordance with these Bylaws, the Declaration and applicable law. Directors, other than Non-Voting Members (as hereinafter defined), shall be Members of the Association or the designated representative of an entity that is a Member of the Association. All the corporate powers, except as otherwise provided by law or the Certificate or Bylaws of the Association, shall be vested in and exercised by the Board.

4.2 **Number, Election, Tenure and Qualifications.**

(a) The number of Directors shall be not less than three (3) nor more than seven (7) and shall be elected by the Members. The number of Directors may be increased or decreased from time to time by amendment
to these Bylaws, but no decrease shall have the effect of shortening the term of any incumbent Director. The total number of Directors may not be decreased to less than three (3). A Chairman (herein so called) and a Vice Chairman (herein so called) shall be appointed by a majority of the elected Directors. The Chairman shall preside over all meetings of the Members and of the Board. In the absence of the Chairman, the Vice Chairman shall preside over all meetings of the Members and the Board. Directors shall be elected by a majority of the votes cast by the Members of the Association entitled to vote in the election of Directors present, in person or by proxy, at a meeting of the Members at which a quorum is present. Cumulative voting shall not be permitted. Each Director shall hold office until the next annual meeting of Members concurrent with the expiration of the elected term and until his successor has been elected and qualified.

(b) The Board shall consist of seven (7) Directors effective as of October 2007. The Board shall be composed of Three (3) Directors who shall be Members owning Property used for single-family residential purposes ("Residential Director(s)"); three (3) Directors who shall be Members owning Property used for commercial (including multi-family residential) purposes ("Commercial Director(s)"); and one (1) Director who meets the requirements of a Residential Director or Commercial Director (the "At-Large Director").

(c) The Directors shall be classified and elected with respect to the time for which they shall severally hold office by dividing them into three separate and distinct classes with each Director identified by Place 1 – 7 as follows:

(i) three (3) Directors in the first class (consisting of one (1) Residential Director (Place 1), one (1) Commercial Director (Place 2), and one (1) At-Large Director (Place 3),

(ii) two (2) Directors in the second class (consisting of one (1) Residential Director (Place 4), and one (1) Commercial Director) (Place 5), and

(iii) two (2) Directors in the third class (consisting of one (1) Residential Director (Place 6), and one (1) Commercial Director) (Place 7).

(d) The Director’s term of office shall be limited to an initial term established at the Annual Meeting of Members plus one (1) additional three (3) year term thereafter. A Director who is appointed or elected to serve an unexpired term of a Director who resigns, or is removed in accordance with these Bylaws or applicable law may serve two (2) additional full three (3) year terms thereafter.
(e) Any Director may resign at any time by giving written notice of such resignation to the Board. An interim Director may be appointed by the Board to serve until the next Annual Meeting of the Members at which time a successor shall be elected to the unexpired term. A Board Member may be removed from office for (i) missing two (2) of the preceding three (3) meetings; (ii) malfeasance; or (iii) violating the Conflict of Interest and Non-Disclosure Agreement (the “CNDA”); by majority vote of the remaining Board Members at a duly called Board meeting.

(f) The Board, by majority vote, may from time to time appoint one or more ex-officio (or non-voting) members of the Board (a “Non-Voting Director”) for a term of any length determined by the Board, provided that, in the discretion of the Board, the (i) the Non-Voting Director can provide relevant knowledge to the Board.

(ii) total number of Non-Voting Directors shall not exceed five (5) (in addition to the Non-Voting seat held by the acting President) at any given time,

(iii) the immediate past Chairman of the Board, whose chairmanship expires simultaneously with or within six (6) months of the expiration of his/her term on the Board, may serve as a Non-Voting Director for a term of twelve (12) months immediately following the expiration of his/her term, such service is deemed necessary by the Board, and

(iv) the acting President shall serve as Non-Voting Director for such term as designated by the Board.

(g) A Director may serve in the capacity of an officer, concurrently with his/her term on the Board; provided however, that he/she may only serve in the capacity of Security or Treasurer.

4.3 Board Meetings

(a) A regular annual meeting of the Board shall be held without other notice than these Bylaws, immediately after, and at the same place as, the annual meeting of Members. The Board may provide by majority vote of the Board Members present, the time and place, within Las Colinas, a community of the City of Irving, Texas, for the holding of additional regular meetings of the Board. Notice of such meeting shall be given to all Board Members as provided in these By Laws.

(b) Special meetings of the Board may be called by or at the request of the Chairman or a majority of the Board. The person or persons authorized to call
special meetings of the Board may fix any place within Las Colinas, a community of the City of Irving, Texas, as the place for holding any special meeting of the Board called by them.

(c) Unless otherwise provided herein, elected Directors shall attend and conduct the business of the Association at a meeting under this Section 4.3. For purpose of this Section 4.3 a Board meeting has the meaning, assigned by these Bylaws; however, the term pertains only to regularly or specially called Board meetings called in accordance with these By Laws and does not include the gathering of a quorum of the Board at any other venue, including, without limitation at a social function unrelated to the business of the Association, or the attendance by a quorum of the Board at a regional, state, or national convention, workshop, ceremonial event, or press conference.

(d) The Secretary shall keep a record of each regular, emergency, or special Board meeting in the form of written minutes or an audio recording of the meeting. A record of each meeting must state the subject of each motion or inquiry, regardless if whether the Board takes action on the motion or inquiry, and indicate each vote, order, decision, or other action taken by the Board. The Board shall make meeting records, including approved minutes, available to a Member for inspection and copying, at the Member’s expense, during the normal business hours of the Association on the Member’s written request to the Board or the Board’s representative. The Board shall approve the minutes of a Board meeting not later than the next regular Board meeting.

(e) Unless otherwise provided by the Declaration, before the Board calls an executive session, the Board shall convene in a regular or special Board meeting for which notice has been given as provided by this Section 4.3. During that Board meeting, the Chairman may call an executive session by announcing that an executive session will be held to deliberate a matter described and identifying the specific subdivision of Subsection (e) under which the executive session will be held. A vote or other action item may not be taken in executive session. An executive session is not subject to the requirements of Subsection (d). Unless otherwise provided by the Declaration, the Board may meet in executive session to deliberate:

(1) anticipated or pending litigation, settlement offers, or interpretations of the law with the Association’s legal counsel;

(2) complaints or charges against or issues regarding Board Member or an agent, employee, contractor, or other representative of the Association;

(3) all financial matters concerning a specific Member;
(4) a payment plan for a Member who has a financial obligation to the Association;

(5) a foreclosure of a lien;

(6) an enforcement action against a Member, including for nonpayment of amounts due;

(7) the purchase, exchange, lease, or value of real property, if the Board determines in good faith that deliberation in an open Board meeting may have a detrimental effect on the Association;

(8) business and financial issues relating to the negotiation of a contract, if the Board determines in its sole discretion, that deliberation in an open Board meeting may have a detrimental effect on the position of the Association;

(9) matters involving the invasion of privacy of a Member;

(10) an employee matter; and

(11) any other matter the Board determines, in its sole discretion, should be addressed in executive session to promote and protect the interests of the Members and the Association.

4.4 Notice. Except as otherwise set forth herein, notice of any additional regular or special meeting of the Board shall be given at least seven (7) days previously thereto by written notice delivered personally or sent by mail or facsimile or e-mail to each Director at the physical or e-mail address of such Director as shown by the records of the Association. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid. If notice is given by facsimile or e-mail, such notice shall be deemed to be delivered upon successful transmission of the facsimile or e-mail. A copy of any notice sent to the Board by facsimile or e-mail must also be sent to each Director on the same business day by mail or by personal delivery. Any Director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully convened or called. The business to be transacted at any regular or special meeting of the Board shall be specified in the notice. Members of the Board may participate in such meetings by means of conference telephone or similar communications equipment by reason of which all persons participating in the meeting can hear each other and participation in a meeting in such manner shall constitute presence in person at such meeting except where a Director so participates in the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened in which event such Director(s) must appear in person.
4.5 **Quorum.** A majority of the Board shall constitute a quorum for the transaction of business at any meeting of the Board; but if less than a majority of the Directors are present at any meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

4.6 **Manner of Acting.** The act of a majority of the Directors present in person at a meeting at which a quorum is present shall be the act of the Board, unless the act of a greater number is required by law, the Declaration or by these Bylaws.

4.7 **Vacancies.** Any vacancy occurring in the Board shall be filled by the Board even if the remaining Directors constitute less than a quorum; provided, however, that in the event of a vacancy, a Director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office. Any directorship to be filled by reason of any increase in the number of Directors shall be filled by election at an annual meeting or at a special meeting of the Members called for that purpose.

4.8 **Compensation.** Directors as such shall not receive any stated salaries for their services, but, by resolution of the Board, a fixed sum and expenses of attendance, if any, may be allowed for attendance at each regular or special meeting of the Board; but nothing herein contained shall be construed to preclude any Director from serving the Association in any other capacity and receiving compensation therefore.

4.9 **Informal Action by Directors.** Any action required by law to be taken at a meeting of Directors, or any action which may be taken at a meeting of Directors, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors.

4.10 **Conflicts of Interest.** A Director’s or Non-Voting Director’s participation in Board meetings and Board related activities shall be wholly conditioned upon such person’s execution of the CNDA in form and content acceptable to the Board.

**ARTICLE V. OFFICERS**

5.1 **Officers.** The officers ("Officer(s)") of the Association shall be a President and a Secretary (herein so called), and, at the discretion of the Board, one or more Vice Presidents (the number thereof to be determined by the Board), a Treasurer (herein so called), and such other officers as may be elected in accordance with the provisions of this Article V. The Board may also elect or appoint such other officers, including one or more Assistant Secretaries (herein so called) and one or more Assistant Treasurers (herein so called), as it shall deem desirable, such officers to have the authority and perform the duties prescribed, from time to time, by the Board. Any two or more offices may be held by the same person, except the offices of President and Secretary.

5.2 **Election and Term of Office.** Except with respect to contract rights of an Officer, if any, the Officers of the Association shall be elected annually by the Board at the
regular annual meeting of the Board. If the election of Officers shall not be held at such meeting, such election shall be held as soon thereafter as convenient. New offices may be created and filled at any meeting of the Board. Each Officer shall hold office until his successor shall have been duly elected and shall have qualified.

5.3 Removal. Any Officer elected or appointed by the Board may be removed by the Board at any time, for any or no reason including, without limitation, when, in the Board’s judgment, the best interests of the Association would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the Officer so removed.

5.4 Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board for the unexpired portion of the term.

5.5 President. The President shall be compensated and shall be the chief executive officer of the Association and shall, in general, supervise and control all of the day-to-day business and affairs of the Association and perform all duties incident to the office of President as well as such other duties as may be prescribed by the Board, from time to time, including, without limitation:

(a) Review, analyze and execute, with or without the Secretary or any other Officer of the Association as authorized by the Board, any document or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by these Bylaws or by statute to some other Officer or agent of the Association provided however that the President shall not be obligated to obtain the prior approval of the Board to sign such document and/or instrument in the event of an emergency (in which event the President shall receive written consent thereto by either the Chairman or Vice Chairman of the Board and shall present such contract or obligation to the Board for consideration and approval within 30 days of the execution thereof) or (b) that evidence a monetary obligation that is approved by the Board in the Association’s annual budget.

(b) Attend all Board meetings in the capacity of President and Non-Voting Director;

(c) Manage all aspects of the day to day operations of the Association;

(d) Recruit, employ and manage employees and Officers of the Association;

(e) Recruit, engage and manage all vendors serving the Association;

(f) Develop in concert with the Board, and maintain, a strategic vision for the Association such that business and operational decisions are made consistent with the long-term strategic plan while continuing to manage the detailed aspects of the Association;

(g) Develop annual operating and capital expenditure budgets and manage these
budgets throughout the year;

(h) Represent the Association externally on a local, regional, state and national basis;

(i) Oversee all regulatory and governmental aspects of the Association; and

(j) Preserve and protect Association assets and the interests of the Members.

5.6 Vice President. Any Vice President shall perform such duties as from time to time may be assigned to him by the President or by the Board.

5.7 Treasurer. The Treasurer shall have charge and custody of and be responsible for all funds and securities of the Association; receive and give receipts for moneys due and payable to the Association from any source whatsoever, and deposit all such moneys in the name of the Association in such banks, trust companies or other depositories as shall be selected by the Board; and in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the Board of Directors. If required by the Board, the Association shall provide, at its cost and expense, a bond for the faithful discharge of the Treasurer’s (or his assistant’s) duties in such sum as with such surety or sureties as the Board shall determine. The Board may appoint one or more Assistant Treasurers or employees of the Association to assist the Treasurer in his duties.

5.8 Secretary. The Secretary shall keep the minutes of the meetings of the Members and of the Board in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law, be custodian of the Association’s records and of the seal of the Association and see that the seal of the Association is affixed to all documents as necessary, the execution of which on behalf of the Association under its seal is duly authorized in accordance with the provisions of these Bylaws; keep a register of the contact information of each Member which shall be furnished to the Secretary by such Member; and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board. The Board may approve one or more Assistant Secretaries or employees of the Association to assist the Secretary in his duties.

ARTICLE VI.
COMMITTEES

6.1 Architectural Control Committee. The Association shall have an Architectural Control Committee (“ACC”), which shall consist of three (3) members appointed by the Board. The members of the ACC shall be natural persons. The members of the ACC as such shall not receive any stated salaries for their services, but, by resolution of the Board, a fixed sum and expenses of attendance, if any, may be allowed for attendance at each meeting thereof; but nothing herein contained shall be construed to preclude any committee member from serving the Association in any other capacity and receiving compensation therefore. Any member of such committee may be removed at any time by the Board without cause. The Board shall have the exclusive right and power at any time and from time to time to appoint additional members and
fill vacancies on such committee. The members of the ACC need not be Members of the Association nor the Board. At the discretion of the Board, the ACC shall have a Commercial Review Subcommittee and a Residential Review Subcommittee (together the “Subcommittees”) which subcommittees shall have the right of review and approval, subject to final review by the ACC except for the right and authority to hear appeals of actions taken by the designated Subcommittee(s). No member of either the ACC or Subcommittees may serve or participate in ACC or Subcommittee meetings or events until such time as such member has executed and delivered to the President, a CNDA in form and content acceptable to the Board.

6.2 Other Committees. The Board, by resolution adopted by a majority of the Directors, may create one or more committees to oversee and administer the day-to-day functions of the Association. Except as otherwise provided in such resolution, members of such committee or committees need not be Members of the Association or designated representatives of entities that are Members of the Association, and the President of the Association shall appoint the members thereof subject to approval by the Board; provided, however, that any Executive Committee (herein so called), which is expressly permitted, must have its members appointed by the Board and must consist of two or more Directors. The designation and appointment of an Executive Committee and the delegation thereto of authority shall not operate to relieve the Board or any individual Director of any responsibility imposed upon it or such Director by law. Members of a committee as such shall not receive any stated salaries for their services, but, by resolution of the Board, a fixed sum and expenses of attendance, if any, may be allowed for attendance at each meeting thereof; but nothing herein contained shall be construed to preclude any committee member from serving the Association in any other capacity and receiving compensation therefore. The Board shall, on an annual basis, form a Nominating Committee to nominate persons to serve as Directors in place of those Directors whose terms are expiring.

6.3 Term of Office. Each member of a committee shall continue as such until the next annual meeting of the Directors of the Association or until the successor to such member is appointed unless the committee shall be sooner terminated, or unless such member be removed from such committee, or unless such member shall cease to qualify as a member thereof.

6.4 Chair. Except with respect to the ACC or Subcommittee(s) and the Executive Committee, one member of each committee shall be appointed as the Chair (herein so called) of such committee by the President, subject to approval by the Board.

6.5 Vacancies. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

6.6 Quorum. Unless otherwise provided in the resolution of the Board designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the Members present at a meeting at which a quorum is present shall be the act of the committee.
6.7 **Rules.** Each committee may adopt rules for its own governance provided such rules are approved by the Board and are not inconsistent with these Bylaws, the Declaration, and applicable law or with rules adopted by the Board.

**ARTICLE VII.**
**INDEMNIFICATION**

7.1 **Definition.** For purposes of this Article VII:

(a) "Association" includes any domestic or foreign predecessor entity of the Association in a merger, consolidation, or other transaction in which the liabilities of the predecessor are transferred to the Association by operation of law and in any other transaction in which the Association assumes the liabilities of the predecessor but does not specifically exclude liabilities that are the subject matter of this Article VII.

(b) "Director" means any person who is or was a Director of the Association, a Non-Voting Director and any other person who, while a Director of the Association, is or was serving at the request of the Association as a Director, Officer, partner, venturer, proprietor, trustee, employee, agent, or similar functionary of another foreign or domestic corporation, association, partnership, joint venture, sole proprietorship, trust, employee benefit plan, or other enterprise.

(c) "Expenses" include all expenses of any kind or nature including without limitation court costs and attorneys' fees.

(d) "Official Capacity" means:

(1) when used with respect to a Director, the office of Director in the Association; and

(2) when used with respect to a person other than a Director, the elective or appointive office in the Association held by the Officer or the employment undertaken by the employee on behalf of the Association.

(c) "Proceeding" means any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, arbitrative, or investigative, any appeal in such an action, suit, or proceeding, and any inquiry or investigation that could lead to such an action, suit, or proceeding.

7.2 **Standard for Indemnification.** The Association shall indemnify a person acting in an Official Capacity for the Association or who was, is, or is threatened to be made a named defendant or respondent in a proceeding because the person is or was a Director or is or was acting in an Official Capacity of the Association only if it is determined in accordance with Section 7.6 that the person:
(a) conducted himself or herself in good faith;

(b) reasonably believed:

(1) in the case of conduct of such person serving as a Director or in the Official Capacity of the Association, that such conduct was in the Association’s best interest; and

(2) in all other cases, that the conduct was at least not opposed to the Association’s best interests; and

(c) in the case of any criminal proceeding, had no reasonable cause to believe such conduct was unlawful.

7.3 Prohibited Indemnification. Except as provided in Section 7.5, a Director or a person acting in an Official Capacity for the Association may not be indemnified under Section 7.2 in respect of a proceeding:

(a) in which the person is found liable on the basis that personal benefit was improperly received by such person, whether or not the benefit resulted from an action taken in the person’s official capacity; or

(b) in which the person is found liable to the Association.

7.4 Effect of Termination of Proceeding. The termination of a proceeding by judgment, order, settlement, or conviction, or on a plea of nolo contendere, or its equivalent, is not of itself determinative that the person did not meet the requirements set forth in Section 7.2.

7.5 Extent of Indemnification. A person shall be indemnified under Section 7.2 against judgments, penalties (including excise and similar taxes), fines, settlements, and reasonable expenses actually incurred by the person in connection with the proceeding; but if the proceeding was brought by or in behalf of the Association, the indemnification is limited to reasonable expenses actually incurred by the person in connection with the proceeding.

7.6 Determination of Indemnification. A determination of indemnification under Section 7.2 must be made:

(a) by a majority vote of a quorum consisting of Directors who, at the time of the vote, are not named defendants or respondents in the proceeding;

(b) if such a quorum cannot be obtained, by a majority vote of a committee of the Board, designated to act in the matter by a majority vote of all Directors, consisting solely of two (2) or more Directors who at the time of the vote are not named defendants or respondents in the proceeding;
(c) by special legal counsel selected by the Board or a committee of the Board by vote as set forth in Subsection (a) or (b) of this Section 7.6, or, if such a quorum cannot be obtained and such a committee cannot be established by a majority vote of all Directors; or

(d) by the Members in a vote that excludes the vote of Directors who are named defendants or respondents in the proceeding.

7.7 **Authorization of Indemnification.** Authorization of indemnification and determination as to reasonableness of expenses must be made in the same manner as the determination that indemnification is permissible, except that (i) if the determination that indemnification is permissible is made by special legal counsel, authorization of indemnification and determination as to reasonableness of expenses must be made in the manner specified by Subsection (c) of Section 7.6 for the selection of special legal counsel, and (ii) the provision of this Article VII making indemnification mandatory in certain cases specified herein shall be deemed to constitute authorization in the manner specified by this Section 7.6 of indemnification in such cases.

7.8 **Successful Defense of Proceeding.** Notwithstanding any other provision of this Article VII the Association shall indemnify a Director or a person acting in an Official Capacity for the Association against reasonable expenses incurred by such person or Director in connection with a proceeding in which such person is a named defendant or respondent because such person was acting in an Official Capacity for the Association or such person is or was a Director if the person has been wholly successful, on the merits or otherwise, in the defense of the proceeding.

7.9 **Court Order in Suit for Indemnification.** If in a suit for the indemnification provided by this Article VII, a court of competent jurisdiction determines that the Director or a person acting in an Official Capacity for the Association is entitled to indemnification under this Article VII, the court shall order indemnification and shall award to the person or Director the expenses incurred in securing the indemnification.

7.10 **Court Determination of Indemnification.** If, upon application of a person acting in an Official Capacity for the Association or Director, a court of competent jurisdiction determines after giving any notice the court considers necessary, that the person or Director is fairly and reasonably entitled to indemnification in view of all the relevant circumstances, whether or not the person or Director has met the requirements set forth in Section 7.2 or has been adjudged liable in the circumstances described by Section 7.3, the court may order such indemnification that the court determines is proper and equitable. The court shall limit indemnification to reasonable expenses if the proceeding is brought by or in behalf of the Association or if the person or Director is found liable on the basis that personal benefit was improperly received by the person or Director, whether or not the benefit resulted from an action taken in the person’s official capacity.

7.11 **Advancement of Expenses.** Reasonable expenses incurred by a person acting in an Official Capacity for the Association or Director who was, is, or is threatened to be made a
named defendant or respondent in a proceeding and without the determination specified in Section 7.6 shall be paid or reimbursed by the Association in advance of the final disposition of the proceeding after:

(a) the Association receives a written affirmation by such person or the Director of the good faith belief of such Director that such Director has met the standard of conduct necessary for indemnification under this Article VII and a written obligation of such person or the Director (that can be accepted without reference to financial ability to make repayment) but need not be secured, made by or on behalf of such person or the Director to repay the amount paid or reimbursed if it is ultimately determined that such person or the Director has not met those requirements; and

(b) a determination that the facts then known to those making the determination would not preclude indemnification under this Article VII. The determinations and authorizations of payments under this Section 7.10 must be made in the manner specified by Sections 7.6 and 7.7.

7.12 Expenses of Witness. Notwithstanding any other provision of this Article VII, the Association shall pay or reimburse expenses incurred by a person acting in an Official Capacity for the Association or Director in connection with the appearance as a witness or other participation in a proceeding at a time when the Director or such person is not a named defendant or respondent in the proceeding, given that such appearance or participation occur by reason of such person acting or having acted in an Official Capacity of the Association or such person being or having been a Director of the Association.

7.13 Indemnification of Committee Members/Officers. The Association shall indemnify and advance or reimburse expenses to any person who is or was a member of any committee created by the Board and to any person who is or was an Officer of the Association to the same extent that it shall indemnify and advance or reimburse expenses to Directors and persons acting in Official Capacity of the Association under this Article VII.

7.14 Advancement of Expenses to Officers and Others. The Association shall indemnify and advance expenses to an Officer, and shall indemnify and advance expenses to an employee of the Association, or other person who is identified in Section 7.13 and who is not a Director, to such further extent as such person may be entitled by its Articles of Incorporation, Bylaws, general or specific action of the Board, or contract or as permitted or required by common law.

7.15 Non-Exclusive; Continuation of Indemnification. The indemnification provided by this Article VII shall not be exclusive of any other rights to which the person claiming indemnification may be entitled under any agreement, any vote of disinterested Directors or otherwise. The indemnification and advance payments provided by this Article VII shall continue as to a person who has ceased to hold his position as a Director, Officer or employee and shall inure to the benefit of the heirs, executors and administrators of such person.
7.16 **Liability Insurance.** The Association may purchase and maintain insurance on behalf of any person who is or was a Director, Officer, or employee of the Association or who is or was serving at the request of the Association as a Director, Officer, partner, venturer, proprietor, trustee, employee, agent, or similar 'functionary of another foreign or domestic corporation, association, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise, against any liability asserted against such person and incurred by such person in such a capacity or arising out of the status as such a person, whether or not the Association would have the power to indemnify such person against that liability under this Article VII.

7.17 **Report to Members.** Any indemnification of or advance of expenses to a Director, Officer or employee in accordance with this Article VII shall be reported in writing to the Members of the Association with or before the notice or waiver of notice of the next meeting of Members or with or before the next submission to Members of a consent to action without a meeting pursuant to Article 1396-9.10A of the Texas Non-Profit Corporation Act and, in any case, within the 12-month period immediately following the date of the indemnification or advance.

7.18 **Service to Employee Benefit Plan.** For purposes of this Article VII the Association is deemed to have requested a Director to serve as an employee benefit plan administrator or fiduciary whenever the performance by such person of the duties to the Association also imposed duties on or otherwise involves services by such person to the plan or participants or beneficiaries of the plan. Excise taxes assessed on a Director with respect to an employee benefit plan pursuant to applicable law are deemed fines. Action taken or omitted by such person with respect to an employee benefit plan in the performance of duties for a purpose reasonably believed by such person to be in the interest of the participants and beneficiaries of the plan is deemed to be for a purpose which is not opposed to the best interests of the Association.

**ARTICLE VIII.**
**GENERAL PROVISIONS**

8.1 **Books and Records.** The Association shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Members, Board and committees having any of the authority of the Board, and shall keep at the registered or principal office all records including the names and addresses of the Members entitled to vote. All books and records of the Association, excluding Members’ property files, may be inspected by any Member, in accordance with the Association’s current Document Retention Policy and applicable law.

8.2 **Checks and Notes.** All checks or demands for money and notes of the Association shall be signed by such officer or officers or such other person or persons as the Board may from time to time designate.

8.3 **Fiscal Year.** The fiscal year of the Association shall be January 1st to December 31st.
8.4 Seal. The Association seal shall have inscribed thereon the name of the Association and shall be in such form as the Board may prescribe.

8.5 Protective Covenants. The Protective Covenants set out in the Declaration or any Supplementary or Amended Declaration referred to in Section 2.1 of these Bylaws are binding on the Members of the Association. The Association shall have the right (but not the duty) to enforce any of the covenants and restrictions set out in any such Declaration or Supplementary or Amended Declaration. Enforcement of the covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land, to enforce any lien created by these covenants; and failure by the Association or any owner to enforce any such covenant or restriction shall in no event be deemed a waiver of the right to do so thereafter.

8.6 Waiver of Notice. Whenever any notice is required to be given under the provisions of the Texas Non-Profit Corporation Act or under the provisions of these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

8.7 Resignation. Any Officer or agent may resign by giving written notice to the President or the Secretary. The resignation shall take effect at the time specified therein. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

8.8 Amendments to Bylaws. These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by a majority of the Directors present at any regular meeting or at any special meeting, if at least thirty (30) days prior written notice is given of intention to alter, amend or repeal or to adopt new Bylaws at such special meeting. Such notice shall also include the proposed amendments to the Bylaws and/or the verbiage proposed for any Bylaws.

8.9 Table of Contents and Headings. The tables of contents and headings used in these Bylaws have been inserted for convenience only and do not constitute matters to be construed in interpretation.

8.10 Construction. Whenever the context so requires, the feminine and neuter, and the singular shall include the plural, and conversely. If any portion of these Bylaws shall be, invalid or inoperative, then, so far as is reasonable and possible, the remainder of these Bylaws shall be considered valid an operative and effect shall be given to the intent manifested by the portion held invalid or inoperative.

8.11 Declaration. Nothing contained in these Bylaws shall constitute an amendment to the Declaration which can only be amended by the Members in the manner specified by the Declaration. However, these Bylaws are intended to implement certain provisions of the Declaration and otherwise, together with the Articles of Incorporation, specify the organization and governance of the Association.
ARTICLE IX.  
EQUIPMENT ATTACHED TO ALARM MONITORING SYSTEM  
CENTRAL STATION

9.1 Approval by the Association. The Board may, at any time and from time to time, approve minimum standards for all Member owned equipment which is or will be connected to the central station then operated by the Association for Member alarm systems. Whenever the Board approves any such minimum standards that would require changes to the Member’s current alarm system, it shall cause a copy thereof to be mailed to each Member and all Members shall thereafter be responsible for full compliance with such minimum standards at each Member’s sole cost and expense. Changes may be made to current minimum standards at any time without notification to Members if the changes do not require Members to make any adjustments to their existing alarm system. Members shall be responsible for requesting the most current copy of the Association minimum standards before installing, updating or replacing their alarm system. Each Member using the central station monitoring services shall, as a condition thereof, sign a service agreement and information form prescribed by the Board. This agreement and form shall set forth the rights and obligations of the Member and the Association, and provide access and contact information for the Member or the Member’s tenants. It is the responsibility of each Member to keep the access and contact information current, and to timely notify the central station of any changes. The Board may delegate the authority to make and implement policies concerning providing individualized monitoring services to tenants of Members.

9.2 Maintenance by Members. Each Member shall, at the sole cost and expense of the Member, keep and maintain, including all testing or verifications, all equipment of the Member connected to the central station of the Association. Each Member must keep any such equipment in good condition and repair at all times, including, without limitation, all necessary replacements. Each Member is solely responsible for selecting their own vendor or alarm maintenance company and such company must be licensed with the State of Texas to perform the type of work required or requested. It is the responsibility of the Member to ensure that the vendor is licensed and is aware of and follows any national, city or state codes required for the type of work being done and the Association minimum standards.

9.3 Enforcement. If any Member fails or refuses to perform the obligations of the Member under Sections 9.1 or 9.2, and such default continues for thirty (30) days after written notice from the Association specifying the default, the Association shall have the right, but no obligation, to: (i) request the Member disconnect the alarm equipment connected to the central station of the Association until repairs or defaults can be corrected, (ii) no longer offer central station monitoring or response of any nature to the Member’s alarm equipment, thus ceasing to supply all services provided through the central station of the Association until specified defaults are corrected, or (iii) arrange to have any signal being sent from the Member’s alarm equipment blocked from being received into the central station of the Association, by request through the telephone company, and, if so necessary, done at the Member’s expense. In the event of an emergency affecting the Association’s ability to operate the central station of the Association, the Association shall not be required to give any notice to any Member before taking necessary steps to cease alarm signals or continual response to said signals. NO MEMBER SHALL HAVE ANY
CLAIM AGAINST THE ASSOCIATION, ITS AGENTS, SERVANTS, EMPLOYEES, CONTRACTORS, DIRECTORS AND OFFICERS, ARISING OUT OF THE OPERATION OF THE CENTRAL STATION BY THE ASSOCIATION OR FOR REFUSING TO CONNECT OR DISCONNECTING FROM THE CENTRAL STATION OF THE ASSOCIATION IN ACCORDANCE WITH THE PROVISIONS OF THIS SECTION 9.3. Each Member shall, at the sole cost and expense of the Member, indemnify and hold harmless the Association, its agents, servants, employees, contractors, directors and officers, from and against any and all losses, costs and expenses (including, without limitation, attorneys’ fees and court costs and expenses, whether at the trial or appellate levels) in connection with any and all claims for damages arising out of or in connection with, directly or indirectly, any refusal to connect to, or any disconnection from, the central station of the Association in accordance with this Section 9.3. The Board may at any time and from time to time, approve and assess a service fee for response services initiated by Member alarm systems through the central station of the Association, and this service fee will apply to all Members with alarm systems connected to the central station of the Association. At such time as the Board approves and assesses a service fee, the Association shall mail an invoice for such service fee to the Members. The Association has the right to deny alarm monitoring service to any Member and/or their respective tenants who do not have a current alarm permit issued by the City of Irving, Texas.
On this the 20\textsuperscript{th} day of September, 2016, I certify that the preceding document is a true, exact, complete, and unaltered copy of the document which was adopted by the Board of Directors of The Las Colinas Association on September 20, 2016, as the Fifth Amended and Restated Bylaws of The Las Colinas Association.

Ethan R. (Rick) Bidne President

State of Texas
County of Dallas

This instrument was acknowledged before me on September 20, 2016, by Ethan R. (Rick) Bidne, President of The Las Colinas Association, a Texas non-profit corporation, on behalf of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 20\textsuperscript{th} day of September, 2016.

Janet Paradis
Notary Public in and for the State of Texas

My commission expires: 11/17/17

Filed and Recorded
Official Public Records
John F. Warren, County Clerk
Dallas County, TEXAS
01/27/2017 10:35:14 AM
$102.00

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Las Colinas Area 003

Area III (003) as defined by Supplementary Declaration No. 2. SD No. 2 Exhibit A-3 provides field notes for Area III (Attached). Project Property included in Las Colinas Association (SD No. 2, Area III) as of October 17, 1973.
SUPPLEMENTARY DECLARATION NO. 2
LAS COLINAS AREA III
DALLAS COUNTY, TEXAS

This Supplementary Declaration, made this 17th day of October 1973 by LAS COLINAS CORPORATION, hereinafter called Declarant.

WITNESSETH:

WHEREAS, Declarant executed a Declaration (the Declaration) on the 22nd day of August, 1973, applicable to certain real property described in Exhibit "A" thereto and located in or adjacent to the City of Irving, County of Dallas, State of Texas; and

WHEREAS, the Declaration was filed of record in Volume 73186, Page 1001 of the Deed Records of Dallas County, Texas, on August 22, 1973; and

WHEREAS, additional real property has previously been added to the scheme of the Declaration by Supplementary Declaration No. 1, duly recorded in the Deed Records of Dallas County, Texas; and

WHEREAS, Article V. of the Declaration (entitled Protective Covenants), as originally written and as previously modified by said Supplementary Declaration No. 1, is applicable only to the real property described in said Exhibit "A" to the Declaration and in Exhibit A-2 to said Supplementary Declaration No. 1 and not to additional real property which may be added to the scheme of the Declaration by subsequent supplementary declaration; and

WHEREAS, Article I, Section 3 of the Declaration permits the addition of additional property to the scheme thereof by filing a supplementary declaration of record, which supplementary declaration may modify Article V of the Declaration as it pertains to such additional property; and

WHEREAS, Declarant desires to so add additional property, located within the boundaries of the property described in Exhibit "B" to the Declaration, to the scheme of the Declaration and to so modify Article V. of the Declaration as it pertains to said additional property:
NOW THEREFORE, LAS COLINAS CORPORATION, Declarant, hereby declares as follows:

1. That the real property described in Exhibit "A-3" attached hereto and incorporated herein by reference for all purposes (designated as Area III for purposes of this Supplementary Declaration) is and shall be subject to the scheme of the Declaration, and is and shall be held, transferred, sold, conveyed, used, and occupied subject to covenants, restrictions, easements, charges, and liens set forth in the Declaration (the Declaration being incorporated herein by reference for all purposes) as modified herein.

2. That Article V of the Declaration is hereby modified by the addition thereto of the following Section 3, which shall be applicable only to Area III.

Section 3. **Covenants Applicable to Area III.** The following provisions shall be applicable to any and all construction, improvement, alteration, addition, or use of, in, or to Area III of the properties:

a. **Use Limitations.** Sites in Area III may be used for office buildings and related facilities, multi-family residential dwellings, and townhouses. Such sites may also be used for hotels, restaurants, and other retail sales facilities (including but not limited to gasoline service stations) but only with the specific prior written approval of Declarant. The following uses of sites in Area III are not permitted:

   (1) Warehousing and manufacturing.

   (2) Single family detached residential dwellings.

   (3) Any use which involves a noxious odor or any excessive noise level.

   (4) Any use contrary to law or which violates any part of Section 3 of this Article V.

   (5) Overnight parking of campers, mobile homes, boats, trailers or motor homes.

   (6) Any use which involves the raising, breeding, or keeping of any animals or poultry.

b. **Minimum Setback Lines.** No structure of any kind and no part thereof shall be placed within these setback lines:

   (1) 25 feet from any golf course frontage or golf club property.
(2) 25 feet from any common area greenway paralleling any golf course or golf club property;

(3) 50 feet from John W. Carpenter Freeway (State Highway 114) service road right of way;

(4) 30 feet from any other public street property line.

(5) 10 feet from any interior property line.

The following improvements are expressly excluded from this restriction:

(1) Structures below and covered by the ground;

(2) Steps, walks, driveways, and curbing;

(3) Planters, walls, fences or hedges, not to exceed 4 feet in height.

(4) Landscaping;

(5) Any other improvement approved in writing by Declarant.

Roofed Structures, other than the following may in no event be so approved:

i. guardhouses;

ii. gate houses;

iii. gasoline service stations; and

iv. relatively minor encroachments of adequately screened parking structures.

c. Parking Areas. Parking areas shall

(1) Be curbed, guttered, and paved with 5'' reinforced concrete or with 5'' asphaltic concrete; both the reinforced concrete and the asphaltic concrete shall be placed on a 6'' lime stabilized base.

(2) Have a maximum grade slope of 5%.

(3) Not be provided in front of any building line fronting a street, except that multi-family residential and townhouse parking may be provided in front of such building lines but behind required setback lines.

(4) Be adequately screened by use of berm, trees, landscaping or other means acceptable to the Committee.

(5) Be sufficient to accommodate all parking needs for employees, company vehicles, residents, and visitors without the use of on-street parking. If parking needs increase, additional off-street parking shall be provided by the owner. There shall be provided at least 1.1 parking spaces per residential bedroom, provided that such minimum parking space requirement shall never be less than 2.5 per residential dwelling unit. In no event shall less than one parking space be provided for each of the following, as applicable:

i. 300 gross square feet of office space;

ii. 250 gross square feet of banking or retail store space;
iii. each hotel guest room;
iv. each 2-1/2 restaurant or club seats;
v. each 3-1/2 theatre, auditorium or assembly seats.

Declarant may grant exceptions to and/or variations from any part of paragraph c of this Section 3, provided that any such variations and/or exceptions must be in writing.

d. Driveways. Driveways shall

(1) Not intersect roads, streets, or thoroughfares within 30 feet of intersections.

(2) Be constructed as specified in "c(1)" above except that reinforced concrete shall be used in construction between building lines and streets.

(3) Have a minimum width of 12 feet.

e. Signs. All signs must be approved by the Architectural Control Committee in writing prior to installation. Normally, such approval will be limited to those signs which:

(1) Identify the name and business of the occupant, or which give directions, or which offer the premises for sale or for lease.

(2) Are not of an unusual size or shape when compared to the building or buildings on the premises.

(3) Do not project above the roof line of a building or in front of the setback line.

(4) Do not block or detract from adjacent property.

(5) Preserve the quality and atmosphere of the area.

Signs of a flashing or moving character and inappropriately colored signs will not be permitted. The Association shall have the right to enter on and to remove any sign erected without such written approval.

f. Landscaping. Landscaping shall

(1) Be required on all sites contemporaneously with completion of other improvements, but in no event later than 180 days after first occupancy or completion of buildings, whichever shall first occur.

(2) Conform to a landscaping plan approved by the Committee pursuant to Article IV of the Declaration.

Normally, such approval will be limited to landscaping plans which:

i. Provide automatic underground sprinkling systems for all landscaped areas;

ii. Do not obstruct sight lines at street or driveway intersections;
iii. Preserve existing trees to the extent practical:

iv. Include at least one tree for each 4500 square feet of area between building lines and street property lines;

v. Permit reasonable access to public and private utility lines and easements for installation and repair;

g. Screening.

(1) Storage areas, incinerators, storage tanks, trucks based on the premises, roof objects (including fans, vents, cooling towers, skylights and all roof mounted equipment which rises above the roof line), trash containers and maintenance facilities, shall either be housed in closed buildings or otherwise completely screened from public view in a manner and at a location approved in writing by the Architectural Control Committee. Such screening would normally include landscaping or permanent fences of solid materials and be located as far from property lines as reasonably possible. Such screening may not be required for multi-family residential and townhouse roof fans, vents, and skylights which do not extend more than 18 inches above roof lines if, in the sole judgement of the Architectural Control Committee (confirmed in writing), such fans, vents, or skylights are architecturally acceptable and do not detract from the quality of the area or from the external appearance of the structure.

(2) No antenna or tower shall be erected on any property for any purpose without prior written approval from the Architectural Control Committee.

(3) Any and all lines and/or wires for communication or for transmission of sound or current, not within a building, shall be constructed or placed and maintained underground.

h. Loading Docks and Areas.

(1) Loading docks and areas shall not be located on the street side of any building or structure, except that the Architectural Control Committee may approve such location in writing (subject to express screening requirements) on one street side of corner buildings or structures.

(2) Loading areas may not encroach setback areas, except that Declarant may approve such encroachment in connection with the approval of street side loading areas for corner buildings as described in the preceding paragraph.

(3) Loading docks and areas shall be screened in a manner approved in writing by Declarant, considering such things as location (street side, rear or golf course side) and views from adjacent and nearby properties.

(4) Loading docks and areas shall not be within 50 feet of any golf course frontage, golf club or greenway frontage parallel to any golf course.

i. Exterior Illumination. Illumination of exterior walls is not required for either multi-family residential units or townhouses. Illumination
will be required on all other exterior walls facing public streets or proposed public streets and for all parking areas and walkways between buildings and parking areas unless otherwise waived or modified by Declarant in writing. All exterior illumination must conform to plans approved in writing by the Architectural Control Committee pursuant to Article IV of the Declaration.

j. Construction Standards.

(1) All building sides must be faced with face brick or stone, or with such other quality face materials as may be approved in writing by the Architectural Control Committee. Windows shall not be glazed or reglazed with mirrored or reflective glass without prior written approval of the Architectural Control Committee.

(2) Construction must conform to plans and specifications approved in writing by the Architectural Control Committee pursuant to Article IV of the Declaration. Normally, such approval will be limited to those plans which:

i. Do not include wooden frames except in the case of multi-family residential structures and townhouses.

ii. Provide adequate fire protection systems;

iii. Provide for all underground utilities (public and private);

iv. Preserve the quality and atmosphere of the area and do not detract from adjacent property;

v. Do not include exterior fire escapes;

vi. Do not make extensive use of reflective or mirrored glass.

(3) Each dwelling unit shall contain a trash compactor and a water flushing garbage grinder disposal.

(4) Each commercial building, complex of buildings, or separate commercial business enterprise shall have a trash compactor on the premises adequate to handle the trash and waste items generated, manufactured, or acquired thereon by such commercial activities. The sorting, removing, and disposing of all such waste materials must be housed or screened in a manner approved in writing by the Architectural Control Committee. All facilities and plans for the disposal of wastes other than by public sewerage methods (such as shredding, compaction, incineration, reclamation, or chemical dissolution) must be approved in writing by the Architectural Control Committee.

(5) Each kitchen facility within a commercial building or complex of buildings shall contain a water flushing garbage grinder disposal.

(6) All structures will be equipped with gutters, downspouts, and/or other drainage conveyances.
(7) No excavation shall be made except in conjunction with
construction of an improvement. When such improvement is completed,
all exposed openings shall be back filled and graded.

(8) Once commenced, construction shall be diligently pursued
to the end that it may not be left in a partly finished condition any
longer than reasonably necessary.

3. The Declaration, except as expressly modified herein, remains
in full force and effect and is hereby ratified and confirmed.

EXECUTED as of the day and year first written above.

LAS COLINAS CORPORATION

By [Signature]
Executive Vice President

ATTEST:
[Signature]
Assistant Secretary

STATE OF TEXAS       )
COUNTY OF DALLAS     )

BEFORE ME, the undersigned authority, in and for said county and
state, on this day personally appeared [Signature],
known to me to be the person and officer whose name is subscribed to the forego-
ing instrument and acknowledged to me that the same was the act of the said LAS
COLINAS CORPORATION, a corporation, and that he executed the same as the act
of such corporation for the purposes and consideration therein expressed, and in
the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 17 day of

[Signature]
Notary Public, in and for
Dallas County, Texas
EXHIBIT A-3
TO
SUPPLEMENTARY DECLARATION NO. 2
LAS COLINAS AREA NO. III
DALLAS COUNTY, TEXAS
FIELD NOTES

All that certain tract or parcel of land out of the A.W. Carter Survey, Abstract No. 377, the J. Preston Survey Abstract No. 1180, the John H. Cole Survey Abstract No. 37?, and the S.A. & R.G. Railroad Survey Abstract No. 1452 in Irving, Dallas County, Texas and being more particularly described as follows:

Beginning at the intersection of the South line of the J.W. Carpenter Freeway with the East line of Wingren Road in Irving, Dallas County, Texas,

THENCE with the South line of the J.W. Carpenter Freeway as follows:
South 90°34'13" East 246.28 feet,
South 39°34'30" East 967.57 feet,
In an Easterly direction 1383.45 with a curve to the left of central angle of 13°25'13" and a radius of 5904.58 feet,
South 46°01'17" East 114.49 feet,
South 54°15'17" East 103.01 feet to a point in the West line of Rochelle Blvd.,

THENCE in a Southerly direction with the West line of Rochelle Blvd, as follows:
South 34°33'1 West 121.29 feet,
In a Southerly direction 507.62 feet with a curve to the left of central angle of 30°30' and a radius of 905.67 feet,

THENCE North 62°58'13" West 750.65 feet,
THENCE North 42°59'30" West 772.90 feet,
THENCE North 43°56'10" West 755.64 feet,
THENCE North 39°46' East 213.12 feet,
THENCE North 73°42' East 44.98 feet,
THENCE North 39°46' East 165.01 feet,
THENCE North 50°14' West 235.82 feet,
THENCE in a Northwesterly direction 107.4 feet with a curve to the left of central angle of 15°17' and a radius of 402.07 feet,
THENCE North 65°31' West 120.74 feet,
THENCE in a Wasterly direction 134.75 feet with a curve to the left of central angle of 35°03' and a radius of 220.00 feet,
THENCE South 79°26' West 54.68 feet,
THENCE in a Westerly direction 32.76 feet with a curve to the right of central angle 32°28' and a radius of 146.07 feet,
THENCE North 68°06' West 55.25 feet to a point in the East line of Wingren Road,

THENCE in a Northerly direction with the East line of Wingren Road as follows:
In a Northerly direction 205.01 feet with a curve to the right of central angle of 10°24'40" and a radius of 118.68 feet,
North 33°29'30" East 115.0 feet,
In a Northerly direction 279.05 feet with a curve to the right of central angle 17°01' and a radius of 939.59 feet,
North 50°39'30" East 89.22 feet to the point of beginning,

Containing 44,089 acres of land more or less.

20205 1497
Section IV
Section V
### LAS COLINAS ASSOCIATION MEMBERSHIP
(Membership Based on Property Ownership)

<table>
<thead>
<tr>
<th></th>
<th>SF Residential*</th>
<th>Commercial</th>
<th>MF/Apartment</th>
<th>Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Accounts</td>
<td>Res. %</td>
<td>Accounts</td>
<td>Com. %</td>
</tr>
<tr>
<td>Number of Properties</td>
<td>7,808</td>
<td>90.58%</td>
<td>745</td>
<td>8.64%</td>
</tr>
<tr>
<td>Unique Members**</td>
<td>7,112</td>
<td>93.25%</td>
<td>465</td>
<td>6.10%</td>
</tr>
<tr>
<td>Improved Properties</td>
<td><strong>6,941</strong></td>
<td>93.90%</td>
<td>401</td>
<td>5.42%</td>
</tr>
</tbody>
</table>

**Percent of Residential Members = Improved SF Residential Properties / Total Unique Members**

**Percent SF Residential Members: 6,941/7,627 = 91%**

Notes:
* SF Residential includes single family homes, town homes and condominiums
** Unique Members removes double counting of members who own more than one property
2020 HTC
Full Application

Part 9

TDHCA Review Tabs
Multifamily Finance Division staff will place scanned copies of deficiency documents behind this tab in the application .pdf.
Multifamily Finance Division staff will place scanned copies of scoring notices behind this tab in the application .pdf
Multifamily Finance Division staff will place documents related to Requests for Administrative Deficiencies behind this tab in the application .pdf
Real Estate Analysis Division staff will place scanned copies of RFI documents behind this tab in the application .pdf
Department staff will place scanned copies of appeal documents behind this tab in the application .pdf
Multifamily Finance Division staff will place scanned copies of public comment received behind this tab in the application .pdf
Multifamily Finance Division staff will place scanned copies of Commitment or Determination Notice documents behind this tab in the application .pdf
Multifamily Finance Division staff will place scanned copies of Direct Loan Program Award Letters behind this tab in the application .pdf
Multifamily Finance Division staff will place scanned copies of Carryover Allocation Agreement documents behind this tab in the application .pdf