2020 Multifamily Uniform Application

REVISED January 23, 2020
<table>
<thead>
<tr>
<th>Development Name</th>
<th>Avanti West</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Owner</td>
<td>Avanti West, LP</td>
</tr>
<tr>
<td>Contact Name</td>
<td>Henry Flores</td>
</tr>
<tr>
<td>Address</td>
<td>8500 Shoal Creek Blvd</td>
</tr>
<tr>
<td></td>
<td>Building 4, Suite 208</td>
</tr>
<tr>
<td></td>
<td>Austin, TX 78757</td>
</tr>
<tr>
<td>Phone</td>
<td>(512) 982-1342</td>
</tr>
<tr>
<td>Fax</td>
<td>(512) 900-2860</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:hflores@madhousedevelopment.net">hflores@madhousedevelopment.net</a></td>
</tr>
</tbody>
</table>
PART 1
ADMINISTRATIVE TABS
Tab 1A
Application Certification
2020 Multifamily Uniform Application Certification

Development Name: Avanti West

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.

Avanti West, LP
Applicant Entity Name

By:
Signature of Authorized Representative
Enrique Flores, IV
Printed Name
Authorized Representative
Title
2/24/2020
Date

Sworn to and subscribed before me on the 24th day of February, 2020,

Enrique Flores, IV
(Personalized Seal)

K. Dashelle Groody
Notary Public, State of Texas
Comm. Expires 04-01-2020
Notary ID 130604318

K. Dashelle Groody
Notary Public, State of Texas
County of Travis
My Commission Expires: 4/1/2020
Date
TAB 1B
4% HTC BOND FILING
(4% ONLY)
**Required for Tax Exempt Bond Developments only**

4% Housing Tax Credit/Bond Application Filing

<table>
<thead>
<tr>
<th>Development Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lottery Application</td>
</tr>
</tbody>
</table>

For Applicants who participated in the TBRB lottery for private activity bond volume cap and the lottery results indicated the application will be prioritized for a Certificate of Reservation to be issued in January 2020, the Applicant has submitted the Notice to Submit Lottery Application form to the Department on or before December 6, 2019. The complete Application, including all required Third Party Reports, accompanied by the Application Fee described in §11.901 of the QAP will be submitted no later than December 13, 2019 in accordance with §11.2(b) of the QAP.

<table>
<thead>
<tr>
<th>Non-Lottery Application</th>
</tr>
</thead>
<tbody>
<tr>
<td>Priority 1 or 2 Application with advance notice of a Certificate of Reservation: Submit the Application Fee described in §11.901 of the QAP and the complete Application, with the exception of the Third Party Reports, prior to the issuance of the Certificate of Reservation by the TBRB. The Third Party Reports must be submitted on the fifth day of the month and the Application may be scheduled for a Board meeting at which the decision to issue a Determination Notice would be made approximately 90 days following such submission deadline. If the fifth day falls on a weekend or holiday, the submission deadline shall be on the next business day.</td>
</tr>
</tbody>
</table>

| Priority 3 Application: Applications cannot be accepted until after the TBRB has issued a Certificate of Reservation and may be submitted on the fifth day of the month. Priority 3 Application submissions must be complete, including all Third Party Reports and the required Application Fee described in §11.901 of the QAP, before they will be considered accepted by the Department and meeting the submission deadline for the applicable Board meeting date. **A copy of the Certificate of Reservation or email from TBRB indicating the Reservation has been issued must be submitted with the Payment Receipt.** |

| Applicant is unable to obtain a Certificate of Reservation, as of November 15, 2020, from the current program year. Submit a complete Application without a bond reservation, provided that, a copy of the inducement resolution is included in the Application, and a Certificate of Reservation is issued as soon as possible by BRB staff in January 2021. The determination as to whether a 2020 Application can be submitted and supplemented with 2021 forms and certifications, will be at the discretion of staff. Applicants are encouraged to communicate with staff any issues and timing considerations unique to a Development as early in the process as possible. |

| An Inducement Resolution has been approved by the Bond Issuer and a copy is provided here or behind Tab 8. |

See Board Meeting and Corresponding Submission Dates on Next Page

**Board Meeting and Corresponding Submission Dates.** *(Note: The Department will require at least 90 days to review an Application. The Application will be subject to the review priority established under §11.201(6) of the QAP).*
Complete Application Due Date:  
☐ December 13, 2019*  
☐ January 6, 2020  
☐ February 5, 2020  
☐ March 5, 2020  
☐ April 6, 2020  
☐ June 5, 2020  
☐ July 6, 2020  
☐ August 5, 2020  
☐ September 8, 2020  
☐ October 5, 2020  
☐ November 5, 2020  
☐ December 7, 2020  

Targeted Board Meeting Date:  
☐ March 19, 2020  
☐ April 23, 2020  
☐ May 21, 2020  
☐ June 25, 2020  
☐ July 23, 2020  
☐ September 3, 2020  
☐ October 9, 2020  
☐ November 5, 2020  
☐ December 3, 2020  
☐ January, 2021**  
☐ February, 2021**  
☐ March, 2021**

*Lottery Application Submission Date Only.

**TDHCA, Awardee. Meeting dates for 2021 have not been finalized and will be updated once available.
Tab 2
Development Owner Certification
The Certification, Acknowledgement, and Consent of Development Owner is included behind this tab.

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

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

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

<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>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>- 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.</td>
</tr>
<tr>
<td>- 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.</td>
</tr>
<tr>
<td>- 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.</td>
</tr>
<tr>
<td>- 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.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>10 TAC §11.202(1)(M) - Termination of Relationship in an Affordable Housing Transaction</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>10 TAC §11.202(1)(N) - Voluntary Compliance Agreement</th>
</tr>
</thead>
<tbody>
<tr>
<td>(or any similar agreement resulting from negotiations regarding noncompliance)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>10 TAC §11.901(15) - Unused Credit or Penalty Fee</th>
</tr>
</thead>
</table>

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

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

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

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

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

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

All representations, undertakings and commitments made by Applicant in the Application process expressly constitute conditions to any Commitment, Determination Notice, Carryover Allocation, or Direct Loan Commitment for such Development which the Department may issue or award, and the violation of any such condition shall be sufficient cause for the cancellation and rescission of such Commitment, Determination Notice, Carryover Allocation, or Direct Loan Award Letter, Commitment or Contract by the Department. To the extent allowed under Tex. Gov’t Code §2306.6720, if any such representations, undertakings and commitments concern or relate to the ongoing features or operation of the Development, they shall be enforceable even
if not reflected in the Land Use Restriction Agreement. All such representations, undertakings and commitments are also enforecable 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)(l) 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

Enrique Flores, IV
Printed Name

Authorized Representative
Title

2/24/2020
Date

THE STATE OF Texas $5
COUNTY OF Travis $5

Before me, a notary public, on this day personally appeared Enrique Flores, IV, 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 24th day of February, 2020

(Seal)

K. Dashelle Groody
Notary Public Signature
The OnTheJobs report has been inserted behind Tab 2 per the 2020 Multifamily Application Procedures Manual.
Counts and Density of Primary Jobs in Work Selection Area in 2017

All Workers

Map Legend

Job Density [Jobs/Sq. Mile]
- 5 - 535
- 536 - 2,125
- 2,126 - 4,777
- 4,778 - 8,488
- 8,489 - 13,261

Job Count [Jobs/Census Block]
- 1 - 7
- 8 - 104
- 105 - 522
- 523 - 1,649
- 1,650 - 4,025

Selection Areas
- Analysis Selection

Approximate Site of Avanti West
Primary Jobs for All Workers by Total in 2017
Employed in Selection Area

<table>
<thead>
<tr>
<th></th>
<th>Total</th>
<th>Count</th>
<th>Share</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Primary Jobs</td>
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<tr>
<td>Total</td>
<td>2017 Count</td>
<td>Share</td>
<td></td>
</tr>
<tr>
<td>---------------------</td>
<td>------------</td>
<td>-------</td>
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<tr>
<td>Total Primary Jobs</td>
<td>13,733</td>
<td>100.0</td>
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### Analysis Settings

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<td>Job Type</td>
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<tr>
<td>Labor Market Segment</td>
<td>All Workers</td>
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<td>Selection Area</td>
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### 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.
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 - 535</td>
<td>1 - 7</td>
</tr>
<tr>
<td>536 - 2,125</td>
<td>8 - 104</td>
</tr>
<tr>
<td>2,126 - 4,777</td>
<td>105 - 522</td>
</tr>
<tr>
<td>4,778 - 8,488</td>
<td>523 - 1,649</td>
</tr>
<tr>
<td>8,489 - 13,261</td>
<td>1,650 - 4,025</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>Count</th>
<th>Share</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>13,733</td>
<td>100.0</td>
</tr>
<tr>
<td>Total Primary Jobs</td>
<td>Count</td>
<td>Share</td>
</tr>
<tr>
<td>-------------------</td>
<td>-------</td>
<td>-------</td>
</tr>
<tr>
<td></td>
<td>13,733</td>
<td>100.0</td>
</tr>
</tbody>
</table>
Analysis Settings

<table>
<thead>
<tr>
<th>Analysis Type</th>
<th>Area Profile</th>
</tr>
</thead>
<tbody>
<tr>
<td>Selection area as</td>
<td>Work</td>
</tr>
<tr>
<td>Year(s)</td>
<td>2017</td>
</tr>
<tr>
<td>Job Type</td>
<td>Primary Jobs</td>
</tr>
<tr>
<td>Labor Market Segment</td>
<td>All Workers</td>
</tr>
<tr>
<td>Selection Area</td>
<td>Selection Area Freehand Drawing buffered 1.00 miles</td>
</tr>
<tr>
<td>Selected Census Blocks</td>
<td>151</td>
</tr>
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<td>Analysis Generation Date</td>
<td>01/21/2020 20:08 - OnTheMap 6.6</td>
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<td>Code Revision</td>
<td>d7f8a300e9f4e58f61bc73d3099ca2cb8f8feaa</td>
</tr>
<tr>
<td>LODES Data Version</td>
<td>20170818</td>
</tr>
</tbody>
</table>

Data Sources


Notes

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

Release Schedule


About the Application

FAQs (/ontheemap.census.gov/FAQs)

Release Schedule


Download Version 7 Raw Data

(access link)
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

Enrique Flores, IV  
Printed Name

Authorized Representative  
Title

2/24/2020  
Date

THE STATE OF Texas  

COUNTY OF Travis  

Before me, a notary public, on this day personally appeared Enrique Flores, IV, 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 24th day of February, 2020

(Seal)

K. DASHELLE GROODY  
Notary Public Signature

K. DASHELLE GROODY  
Notary Public, State of Texas  
Comm. Expires 04-01-2020  
Notary ID 130604318
TAB 4
MULTIFAMILY DIRECT
LOAN CERTIFICATION
Multifamily Direct Loan Certification (10 TAC Chapter 13)

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
Provide the contact information for the Applicant and any staff responsible for Administrative Deficiencies and/or clarifications to the Application.

<table>
<thead>
<tr>
<th>1. Applicant Contact Information</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name:</strong> Enrique Flores, IV</td>
<td><strong>Phone:</strong> (512) 982-1342</td>
</tr>
<tr>
<td><strong>Email:</strong> <a href="mailto:hflores@madhousedevelopment.net">hflores@madhousedevelopment.net</a></td>
<td><strong>Office</strong> (512) 914-0953</td>
</tr>
<tr>
<td><strong>Mailing Address:</strong> 8500 Shoal Creek Blvd, Building #4, Suite 208</td>
<td><strong>Mobile</strong></td>
</tr>
<tr>
<td>Street</td>
<td></td>
</tr>
<tr>
<td>Austin</td>
<td>TX</td>
</tr>
<tr>
<td>City</td>
<td>State</td>
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</table>

<table>
<thead>
<tr>
<th>2. Second Contact</th>
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</tr>
</thead>
<tbody>
<tr>
<td><strong>Name:</strong> Michael Tamez</td>
<td><strong>Phone:</strong> (512) 982-1359</td>
</tr>
<tr>
<td><strong>Email:</strong> <a href="mailto:mtamez@madhousedevelopment.net">mtamez@madhousedevelopment.net</a></td>
<td><strong>Office</strong> (214) 893-6070</td>
</tr>
<tr>
<td><strong>Mailing Address:</strong> 8500 Shoal Creek Blvd, Building #4, Suite 208</td>
<td><strong>Mobile</strong></td>
</tr>
<tr>
<td>Street</td>
<td></td>
</tr>
<tr>
<td>Austin</td>
<td>TX</td>
</tr>
<tr>
<td>City</td>
<td>State</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>3. Consultant Contact (if applicable)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name:</strong> Madhouse Development, Inc.</td>
<td><strong>Phone:</strong> (512) 982-1342</td>
</tr>
<tr>
<td><strong>Email:</strong> <a href="mailto:consultant@madhousedevelopment.net">consultant@madhousedevelopment.net</a></td>
<td><strong>Office</strong></td>
</tr>
<tr>
<td><strong>Mailing Address:</strong> 8500 Shoal Creek Blvd, Building #4, Suite 208</td>
<td><strong>Mobile</strong></td>
</tr>
<tr>
<td>Street</td>
<td></td>
</tr>
<tr>
<td>Austin</td>
<td>TX</td>
</tr>
<tr>
<td>City</td>
<td>State</td>
</tr>
</tbody>
</table>
Tab 6A
Self-Score
(Competitive HTC Only)
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>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>High Quality Housing Total</strong></td>
<td></td>
<td><strong>17</strong></td>
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</table>

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

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<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>4</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>5</td>
</tr>
<tr>
<td>Readiness to Proceed in Disaster Impacted Counties</td>
<td>§11.9(c)(8)</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>Serve and Support Texans Most in Need Total</strong> <strong>56</strong></td>
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</table>

### Criteria Promoting Community Support and Engagement

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<th>Point Item Description</th>
<th>QAP Reference</th>
<th>Points Selected</th>
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<tr>
<td>Local Government Support</td>
<td>§11.9(d)(1)</td>
<td>1</td>
</tr>
<tr>
<td>Commitment of Development Funding by Local Political Subdivision</td>
<td>§11.9(d)(2)</td>
<td>10</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>10</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>10</td>
</tr>
<tr>
<td>Concerted Revitalization Plan</td>
<td>§11.9(d)(7)</td>
<td>11</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>Community Support and Engagement Total</strong> <strong>11</strong></td>
</tr>
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### 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>
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</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>
</tr>
<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>
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<td>Historic Preservation</td>
<td>§11.9(e)(6)</td>
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<td>Right of First Refusal</td>
<td>§11.9(e)(7)</td>
<td>1</td>
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<tr>
<td>Funding Request Amount</td>
<td>§11.9(e)(8)</td>
<td>1</td>
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<tr>
<td></td>
<td></td>
<td><strong>Efficient Use of Limited Resources and Applicant Accountability Total</strong> <strong>53</strong></td>
</tr>
<tr>
<td>Point Deductions</td>
<td>§11.9(f)</td>
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<tr>
<td></td>
<td></td>
<td><strong>Total Application Self Score</strong> <strong>137</strong></td>
</tr>
</tbody>
</table>
TAB 6B

Self-Score

(MDL Only or MDL Layered with HTC)
**Multifamily Direct Loan Self-Score-10 TAC §13.6**

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.

<table>
<thead>
<tr>
<th>Point Item Description</th>
<th>10 TAC Reference</th>
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<tbody>
<tr>
<td><strong>Subsidy Per Unit</strong></td>
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<tr>
<td>MFDL Request/ MFDL or NHTF Units = 80,001-100,000</td>
<td>§13.6(4)</td>
<td>0</td>
</tr>
<tr>
<td>MFDL Request/ MFDL or NHTF Units = 60,001-80,000</td>
<td>§13.6(4)</td>
<td>0</td>
</tr>
<tr>
<td>MFDL Request/ MFDL or NHTF Units ≤ 60,000</td>
<td>§13.6(4)</td>
<td>0</td>
</tr>
<tr>
<td><strong>Rent Levels of Residents</strong></td>
<td>§13.6(5)</td>
<td>0</td>
</tr>
<tr>
<td><strong>Resident Services</strong></td>
<td>§11.9(c)(3)</td>
<td>11</td>
</tr>
<tr>
<td><strong>Opportunity Index</strong></td>
<td>§11.9(c)(4)</td>
<td>7</td>
</tr>
<tr>
<td><strong>Underserved Area</strong></td>
<td>§11.9(c)(5)</td>
<td>4</td>
</tr>
<tr>
<td><strong>Total Application Self Score</strong></td>
<td></td>
<td>22</td>
</tr>
<tr>
<td><strong>Tiebreak</strong></td>
<td>§13.6(6)</td>
<td>0%</td>
</tr>
</tbody>
</table>
PART 2
DEVELOPMENT SITE
Tab 7
Site Information
Form Part I
## Site Information Form Part I

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

   - **Address**: NWC of W Alberta Rd. and S. McColl Rd.
   - **City**: Edinburg
   - **ETJ?**: No
   - **Region**: 11
   - **Zip**: 78539
   - **County**: Hidalgo
   - **Urban/Rural**: Urban

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

   - **11-digit Census Tract Number**: 48215023902
   - **QCT?**: No
   - **Median Household Income**: 78531
   - **Quartile**: 1q
   - **Poverty Rate**: 7.7%
   - **The poverty rate for the Census Tract is above 40% (55% for Regions 11 or 13), and the Neighborhood Risk Factors Report and required resolution has been submitted behind Tab 2.**

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

   - **Twice the State Average Per Capita**: Marked as X indicating the proposal is NOT located in a municipality or 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**: Marked as X indicating 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 (provides evidence of exception).
   - **Limitations on Developments in Certain Census Tracts**: Marked as X indicating the proposed Development is NOT a New Construction or Adaptive Reuse development that will be located in a census tract that has more than 20% HTC units per total households. (§11.3(e))

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

   - **X** The Development Site is not located in a county with a population that exceeds one million.
   - **n/a** The site is located in a municipality with a population of two million or more where a federal disaster has been declared, and the municipality is authorized to administer disaster recovery funds as a subgrant recipient.
   - **n/a** The site is located in a county with a population that exceeds one million and is not located within 2 linear miles of the proposed Development Site of any eligible Pre-application in the same county.
   - **n/a** The site is located in a county with a population that exceeds one million and is located within 2 linear miles of the site of the following eligible Pre-application(s) within the same county:

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

   - **n/a** The Development Site is not located in a county with a population less than one million.
   - **X** The site is located in a county with a population less than one million and is not contiguous to or within 1,000 feet of the site for any other eligible Pre-application(s) serving the same Target Population.
   - **n/a** The site is located in a county with a population less than one million and is contiguous to or within 1,000 feet of the site for the following eligible Pre-application(s) serving the same Target Population:

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

   - **n/a** The Application is USDA or At-Risk, or is in a Rural Subregion.
   - **X** 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:

   - **None**
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: **Agriculture (AG)**
- Flood Zone Designation: **X**
- Entire Development Site is outside the 100 year floodplain. **No**
- Farmland Designation: **N/A**

- (To be completed if requesting MFDL funds under 2020-2 NOFA or Soft Repayment set-aside of 2020-1 NOFA):

8. **Site & Neighborhood Standards (New Construction Direct Loan only) [10 TAC §13.2(12)]; [24 CFR 92.202 or 93.150]**

- 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.


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<tr>
<th>School Name</th>
<th>Grades</th>
<th>TEA Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alfonso Ramirez Elementary</td>
<td>PK</td>
<td>5</td>
</tr>
<tr>
<td>South Middle School</td>
<td>6</td>
<td>8</td>
</tr>
<tr>
<td>Robert R.Vela High School</td>
<td>9</td>
<td>12</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.
TAB 8
SUPPORTING DOCUMENTATION FOR THE SITE INFORMATION FORM
Maps:
- Street Map with Site Drawn and Identified
- Census Tract Map with Development Site Identified

Resolutions:
- n/a Twice the State Average of Units Per Capita Resolution
- n/a One Mile Three Year Resolution or evidence of other exception
- n/a Housing Tax Credit Units per Total Household Resolution
- n/a For Tax-Exempt Bond Applications the resolution of no objection to satisfy requirements of 10 TAC §11.204(4) of the QAP is included
- n/a For Tax-Exempt Bond Applications the resolution of no objection to satisfy requirements of 10 TAC §11.204(4) of the QAP is not included and will be provided under separate cover no later than the Resolutions Delivery Date described in §11.2(b) of the QAP.

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

Farmland Designation
- n/a Information is included in the ESA.
- n/a 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)

n/a 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.

n/a DP-1 Profile of General Demographic Characteristics (2010) for census tract and city (and county if applicable)

Educational Quality (all Applications)

X School Attendance Zone Map with Development labeled;

X 2019 TEA accountability information for each school;

n/a Neighborhood Risk Factors Report, if applicable, is **behind Tab 2**;

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

Waiver of Rules

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

n/a 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.
Street Map
Census Tract Map
The 2020 Qualified Census Tracts (QCTs) and Difficult Development Areas (DDAs) are effective January 1, 2020. The 2020 designations use data from the 2010 Decennial census and three releases of 5-year tabulations from the American Community Survey (ACS): 2010-2014; 2011-2015; and 2012-2016. The designation methodology is explained in the federal Register notice published September 25, 2019.
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<td>Disaster Recovery PD&amp;R Toolkit</td>
<td>Contact Us</td>
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<td>Data Sets Reference Guide</td>
<td>Housing Scorecard</td>
<td>eBookstore</td>
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<td>Guidelines for Preparing a Report for Publication</td>
<td>International and Philanthropic Affairs Division</td>
<td>HUDUser Archives</td>
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**Connect with HUD User**


**HUD USER**
P.O. Box 23268, Washington, DC 20026-3268
Toll Free: 1-800-245-2691    TDD: 1-800-927-7589
EVIDENCE OF ZONING OR RE-ZONING IN PROCESS
December 31, 2019

Christian Garcia
Madhouse Development Services
Austin, TX 78757

Re: Zoning Verification Letter Request – 4894-4702 FM2061, Edinburg, TX 78539

Dear Mr. Garcia:

Current Zoning of the property is: Agriculture (AG)

**General.** This District is a use-based district intended to permit agriculture and agriculture-supportive uses to be the primary use of land, and to restrict uses or activities that interfere with agriculture or that are incompatible with agriculture because users are negatively impacted by the noise, dirt, or odors associated with agriculture uses.

**Character.** This district is entirely rural in character. The agricultural uses around Edinburg have relatively few building. As such, Edinburg’s rural character is a composite of orchards that appear as a solid mass of vegetation and farm fields that provide long views to the horizon.

**Uses.** Agriculture is the primary use of the land. Other uses are limited to those that are supportive of or similar to the primary agricultural use. Residential use is limited to farmsteads and cluster developments that have sufficient open space and buffering to allow agriculture to continue.

There were no variances and/or special/conditional use permits and/or zoning relief that applied to this property.

Please refer to the attached documents regarding what is permitted within the Agriculture (AG) District (UR). In addition the City of Edinburg Unified Development Code can be found at the following web address: [http://www.zoningplus.com/regs/edinburg](http://www.zoningplus.com/regs/edinburg)

If you have any questions or require additional information, please feel free to call me at (956) 388-8202. I will be glad to assist you.

Sincerely,

Jessica Lee Ramirez
Edinburg Planning and Zoning Dept.
# REQUEST FOR RECEIPT
## CITY OF EDINBURG
### PLANNING AND ZONING DEPARTMENT

**Date:** 2-21-2020  **Name:** Enrique Flores  **Phone No.:** #512-982-1340

<table>
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<th>ZNGAF</th>
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</table>

**Special Use Permit (Child Care Facility) (Check One):**
- Day Care Center (Renewal - $100.00) $________
- Licensed Child Care Home (New - $200.00) (Renewal - $50.00) $________
- Registered Family Home (New - $200.00) (Renewal - $50.00) $________

**Special Use Permit (Check One):**
- Wireless Comm. Facilities Permit ($500) $________
- On-Premise Consumption of Alcoholic Beverages ((New - $300.00) (Renewal - $200.00) $________
- Temporary ($200)* Other: ______________________ $________

**Zoning Board of Adjustment:** ($450.00 per case) $________

**Rezoning Request:** $400.00 (per case) $400.00

---

**MADHOUSE DEVELOPMENT SERVICES INC**
City of Edinburg  1/29/2020  3086
Application for zoning change - Avanti West

---

415 W UNIVERSITY DR
EDINBURG, TX 78541
956-368-1896

---

**DATE:** 2/21/2020 11:22 AM  **OPRER:** DLC  **TKBY:** Diana De la Cruz  **TERM:** 18  **REC#:** RO0959316

---

ZNGAF ZONING APPLICATION FEE 400.00  
ENRIQUE FLORES / REZONING REQUEST 400.00

Paid By: ENRIQUE FLORES / REZONING REQUEST 2-CHECK 400.00 REF: 3086

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<td>400.00</td>
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Cash-Frost Bank Application for zoning change - Avanti
Good afternoon Mrs. Flores,

The City of Edinburg acknowledges receipt of your rezoning request and the hold harmless letter stating that you agree not to file a lawsuit against the city if the re-zoning request is denied. If you have any questions feel free to contact me, Thank you.

Hi Jessica,

Thanks for responding so quickly! Can you also send me an email acknowledging receipt of the hold harmless letter? TDHCA’s rules are particular so we have to include in our application an email from you stating that you received the hold harmless letter.

Thank you in advance,

Alyssa A. Flores

Assistant Development Manager
Madhouse Development Services, Inc.
8500 Shoal Creek Blvd., Bldg. 4, STE 208
Austin, TX 78757
P (512) 982-1389
F (512) 900-2860
aflores@madhousedevelopment.net

Good afternoon Mrs. Flores,

Attached you will find the receipt for the zone change for Enrique Flores, It will be taken to Planning
AVANTI WEST, LP

February 5, 2020

City of Edinburg Planning & Zoning Department
415 W. University Drive
Edinburg, TX 78541

RE: Proposed Residences at Avanti West located on +/- 6.0 acres located near the NWQ of West Alberta Rd. & S. McColl RD.

Ladies and Gentlemen:

Avanti West, LP (the "Applicant") proposes to construct a multifamily housing property called the Avanti West on the tract referenced above. An application is in the process of being made to the City of Edinburg (the "City") for change of zoning of the site to permit the proposed development.

In consideration for the City's consideration of the zoning application, the Applicant and its affiliates voluntarily and knowingly waive, release and discharge the City and its affiliates, employees, officers, and agents (the "City Parties") from all claims, liabilities, demands, and causes of action, known or unknown, fixed or contingent, which the Applicant may have or claim to have against any of the City Parties resulting from any failure of the zoning application to be approved (the "Claims"). The Applicant and its affiliates agree not to file a lawsuit to assert such Claims.

Sincerely,

Avanti West, LP

By: 

Avanti West, LP
its authorized representative
FLOOD ZONE DESIGNATION
SCHOOL RATING AND SCHOOL ATTENDANCE ZONE MAP
Avanti West - Approximate Site Location
## Texas Education Agency
### 2018 Accountability Ratings Overall Summary
**ALFONSO RAMIREZ EL (108904129) - EDINBURG CISD**

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<tr>
<th>Component Score</th>
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<th>Rating</th>
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</table>

### Distinction Designations
- **ELA/Reading**: Earned
- **Mathematics**: Earned
- **Science**: Earned
- **Social Studies**: Not Eligible
- **Comparative Academic Growth**: Not Earned
- **Postsecondary Readiness**: Earned
- **Comparative Closing the Gaps**: Not Earned
Texas Education Agency
2019 Accountability Ratings Overall Summary
ALFONSO RAMIREZ EL (108904129) - EDINBURG CISD

**Accountability Rating Summary**

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<th></th>
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**Identification of Schools for Improvement**

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

**Distinction Designations**

- ELA/Reading: Earned
- Mathematics: Earned
- Science: Earned
- Social Studies: Not Eligible
- Comparative Academic Growth: Earned
- Postsecondary Readiness: Earned
- Comparative Closing the Gaps: Earned
Texas Education Agency
2018 Accountability Ratings Overall Summary
SOUTH MIDDLE (108904044) - EDINBURG CISD

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Distinction Designations

ELA/Reading        Earned
Mathematics        Earned
Science            Earned
Social Studies     Earned
Comparative Academic Growth Earned
Postsecondary Readiness Earned
Comparative Closing the Gaps      Earned
Texas Education Agency
2019 Accountability Ratings Overall Summary
SOUTH MIDDLE (108904044) - EDINBURG CISD

Accountability Rating Summary

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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

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## Texas Education Agency

### 2018 Accountability Ratings Overall Summary

**ROBERT R VELA H S (108904006) - EDINBURG CISD**

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### Distinction Designations

- ELA/Reading: Earned
- Mathematics: Earned
- Science: Earned
- Social Studies: Earned
- Comparative Academic Growth: Earned
- Postsecondary Readiness: Earned
- Comparative Closing the Gaps: Earned
Texas Education Agency
2019 Accountability Ratings Overall Summary
ROBERT R VELA H S (108904006) - EDINBURG CISD

Accountability Rating Summary

<table>
<thead>
<tr>
<th></th>
<th>Component Score</th>
<th>Scaled Score</th>
<th>Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall</td>
<td></td>
<td>90</td>
<td>A</td>
</tr>
<tr>
<td>Student Achievement</td>
<td></td>
<td></td>
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<tr>
<td>STAAR Performance</td>
<td>55</td>
<td>83</td>
<td>B</td>
</tr>
<tr>
<td>College, Career and Military Readiness</td>
<td>88</td>
<td>97</td>
<td></td>
</tr>
<tr>
<td>Graduation Rate</td>
<td>95.5</td>
<td>85</td>
<td></td>
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<tr>
<td>School Progress</td>
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<td>92</td>
<td>A</td>
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<tr>
<td>Academic Growth</td>
<td>79</td>
<td>89</td>
<td>B</td>
</tr>
<tr>
<td>Relative Performance (Eco Dis: 69.2%)</td>
<td>72</td>
<td>92</td>
<td>A</td>
</tr>
<tr>
<td>Closing the Gaps</td>
<td>87</td>
<td>86</td>
<td>B</td>
</tr>
</tbody>
</table>

Identification of Schools for Improvement

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

Distinction Designations

ELA/Reading Earned
Mathematics Earned
Science Earned
Social Studies Earned
Comparative Academic Growth Earned
Postsecondary Readiness Earned
Comparative Closing the Gaps Earned
Tab 9
Site Information
Form Part II
### Site Information Form Part II

**Self Score Total:** 137

**Part 1 entries are related to Concerted Revitalization Plan and Opportunity Index points are not requested.** If yes, skip down to select amenities under Urban or Rural, as applicable.

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

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

**AND**

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

**OR**

**n/a** The census tract has a median household income in the third quartile within the region, and is contiguous to a census tract in the first or second quartile without physical barriers such as (but not limited to) highways or rivers between, and the Development Site is no more than 2 miles from the boundary between the census tracts. A map showing the Development Site, location of the border, scale showing distance, and other applicable evidence is included (1 point).

**Contiguous Census Tract #** n/a  
**Contiguous Tract Quartile** 

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

- full service grocery store (1 point)(1 mile)
- pharmacy (1 point)(1 mile)
- health-related facility (1 point)(3 miles)
- licensed center serving children (1 point)(2 miles)
- university or community college (1 point)(5 miles)
- census tract with ≥27% associate degrees adults ≥25
- indoor recreation facility available to public (1 point)
- outdoor recreation facility available to public (1 point)(1 mile)
- community, civic or service organization (1 point)(1 mile)
- delivered meals service (1 point)
- A or B-rated public school (1 point)

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

-  
-  
-  
-  
-  
-  
-  
-  

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

Application is seeking points for Opportunity Index.  
Total Points Claimed: 7

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


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

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

- Wholly or partially within a Colonia (2 points);
  (Note: Not eligible if application qualifies for Opportunity Index points)
- Entirely within the boundaries of an Economically Distressed Area (1 point);
  (Note: Not eligible if application qualifies for Opportunity Index points)
- **Yes** Entirely within a census tract that does not have another Development that was awarded less than 30 years ago according to the Department’s property inventory tab of the Site Demographic Characteristics Report (4 points);
- For areas that did not score above, entirely within a census tract that does not have another Development that was awarded less than 20 years ago according to the Department’s property inventory tab of the Site Demographic Characteristics Report (3 points);
- For areas that did not score above, entirely within a census tract that does not have another Development that was awarded less than 15 years ago according to the Department’s property inventory tab of the Site Demographic Characteristics Report (2 points);
- Entirely within a census tract whose boundaries are wholly within an incorporated area and the census tract itself and all of its contiguous census tracts do not have another Development that was awarded less than 15 years ago according to the Department’s property inventory tab of the Site Demographic Characteristics Report. This item will apply in Places with a population of 100,000 or more, and will not apply in the At-Risk Set-Aside (5 points);

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

- Entirely within a census tract where, according to American Community Survey 5-year Estimates, the population share of persons below the 200% federal poverty level decreased by 10% or more and where the total number of persons at or above the 200% poverty level increased by 15% or more from 2010 to 2017. This measure is referred to as the Affordable Housing Needs Indicator in the Site Demographic Characteristics Report (3 points);
- An At-risk or USDA Development placed in service 25 or more years ago, that is still occupied, and that has not yet received federal funding, or LIHTC equity, for the purposes of Rehabilitation for the Development. (3 points)

<table>
<thead>
<tr>
<th>Application is seeking points for Underserved Area.</th>
<th>Total Points Claimed:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>4</td>
</tr>
</tbody>
</table>

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

**A. Proximity to the Urban Core**

- Application is not in the At-Risk Set-Aside; AND
- Population of Place is 190,000-749,999 and Development is located w/in 2 miles of the main municipal government administration building. (6 points) OR
- Population of Place is 750,000 or more and Development is located w/in 4 miles of the main municipal government administration building. (6 points)

**OR**

**B. Proximity to Jobs (select one)**

- Application is not in the At-Risk or USDA Set-Aside; AND
- The Development is located within 1 mile of 16,500 jobs. (6 points)
- The Development is located within 1 mile of 13,500 jobs. (5 points)
- The Development is located within 1 mile of 10,500 jobs. (4 points)
- The Development is located within 1 mile of 7,500 jobs. (3 points)
- The Development is located within 1 mile of 4,500 jobs. (2 points)
- The Development is located within 1 mile of 2,000 jobs. (1 point)

<table>
<thead>
<tr>
<th>Application is seeking points for Proximity to Job Areas</th>
<th>Total Points Claimed:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>5</td>
</tr>
</tbody>
</table>
4. **Concerted Revitalization Plan (Competitive HTC Applications Only) [10 TAC §11.9(d)(7)]**

   | Region: 11 | Urban |
   | Application is claiming points for a Concerted Revitalization Plan ("CRP"). (up to 7 points) |
   | n/a | No points were claimed for Opportunity Index. |
   | n/a | Applicant has selected amenities in the Opportunity Index section and included documentation in the CRP packet. |
   | n/a | The CRP Packet has been completed and is included behind Tab 10. |

   **Application is seeking points for Concerted Revitalization.**  
   **Total Points Claimed:** 0

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

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

   **Application is seeking points for Declared Disaster Area.**  
   **Total Points Claimed:** 10

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

   | X | Application meets all of the following requirements: (5 points) |
   | X | 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. |
   | X | Application includes a certification that the Applicant will close all financing on or before the last business day in November, 2020. |
   | X | Application includes acknowledgement from all lenders and the syndicator of the required closing date. |
   | X | Application includes a certification that the Applicant will fully execute the construction contract on or before the last business day in November, 2020. |
   | X | Application includes evidence that appropriate zoning will be in place at award. |
   | X | 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. |
   | X | 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. |

   **Application is seeking points for Readiness to Proceed.**  
   **Total Points Claimed:** 5
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 college [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, news paper ads, etc.); evidence of costs or membership fees, age restrictions, as applicable

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

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

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

**For other items:**

Development must be awarded January 1, 2005 or earlier for 15-year threshold, January 1, 2000 or earlier for the 20-year threshold, and January 1, 1990 or earlier for 30-year threshold, as listed in the "Board Approval" column of the Property Inventory Report posted on the Department’s website at [http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm](http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm)

- Map with Development Site boundaries indicated, relative to census tract boundaries
- Map with census tract boundaries indicated, relative to boundaries of incorporated area, if applicable.
- Map with all contiguous census tracts, if applicable
- Evidence Development was placed in service 25 or more years ago
- Evidence Development is still occupied. Submit any rent roll separate from the Application
- Evidence or statement that Development has not received federal funding or LIHTC equity for Rehab
Proximity to Job Areas (Competitive HTC Only)

Proximity to Urban Core

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

OR

Proximity to Jobs

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

n/a Concerted Revitalization Plan (Competitive HTC Only)

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

Declared Disaster Area: (Competitive HTC Only)

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

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

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

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.
<table>
<thead>
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<th>4B - CHARACTERISTIC</th>
<th>Name:</th>
<th>Address</th>
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<tbody>
<tr>
<td>Accessible Park/Playground (1/2 mile)</td>
<td>1.a</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>1.b</td>
<td>-</td>
</tr>
<tr>
<td>Accessible Public Transportation (1/2 mile)</td>
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<td>-</td>
</tr>
<tr>
<td></td>
<td>2.b</td>
<td>-</td>
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<tr>
<td>Grocery (1 mile)</td>
<td>3.a</td>
<td>Walmart Supercenter</td>
</tr>
<tr>
<td></td>
<td>3.b</td>
<td>H-E-B</td>
</tr>
<tr>
<td>Pharmacy (1 mile)</td>
<td>4.a</td>
<td>Walmart Pharmacy</td>
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<tr>
<td></td>
<td>4.b</td>
<td>H-E-B Pharmacy</td>
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<tr>
<td>Urgent Care or ER (3 miles)</td>
<td>5.a</td>
<td>South Texas Health System ER McCall</td>
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<td></td>
<td>5.b</td>
<td>South Texas Health System Edinburg</td>
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<tr>
<td>DFPS provide school-age program or a child care programs (2 miles)</td>
<td>6.a</td>
<td>Learning Journey Child Care</td>
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<td></td>
<td>6.b</td>
<td>The Children's College Learning Center</td>
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<tr>
<td>CT w/ crime property crime rate less than 26/1000</td>
<td>7.a</td>
<td>No</td>
</tr>
<tr>
<td></td>
<td>7.b</td>
<td>Per Neighborhood Scout Report - 29.65 per 1,000</td>
</tr>
<tr>
<td>Public Library (1 mile)</td>
<td>8.a</td>
<td>-</td>
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<tr>
<td></td>
<td>8.b</td>
<td>-</td>
</tr>
<tr>
<td>University or Community College (5 miles)</td>
<td>9.a</td>
<td>University of Texas - Rio Grande Valley</td>
</tr>
<tr>
<td></td>
<td>9.b</td>
<td>South Texas College - Pecan Campus</td>
</tr>
<tr>
<td>CT w/ &gt;27% Associates Degrees</td>
<td>10.a</td>
<td>Yes</td>
</tr>
<tr>
<td></td>
<td>10.b</td>
<td>52.83% - Rate of Assoc. Degree or Higher</td>
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<td>Indoor Recreation (1 mile)</td>
<td>11.a</td>
<td>TruFit</td>
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<td></td>
<td>11.b</td>
<td>Cinemark Movie Bistro</td>
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<tr>
<td>Outdoor &quot;Public&quot; Recreation (1 mile)</td>
<td>12.a</td>
<td>Robin Park</td>
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<td>12.b</td>
<td>2nd Street Hike &amp; Bike</td>
</tr>
<tr>
<td>Community, Civic or Service Org including Church (1 mile)</td>
<td>13.a</td>
<td>Junior League</td>
</tr>
<tr>
<td></td>
<td>13.b</td>
<td>Renaissance Cancer Foundation</td>
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<tr>
<td>Within Current Service Area of Meals on Wheels or similar N-P</td>
<td>14.a</td>
<td>Amigos Del Valle</td>
</tr>
<tr>
<td></td>
<td>14.b</td>
<td>-</td>
</tr>
<tr>
<td>In attendance zone of school rated A or B</td>
<td>15.a</td>
<td>Alfonso Ramirez Elementary - A Score</td>
</tr>
<tr>
<td></td>
<td>15.b</td>
<td>Robert R. Vela High School - A Score</td>
</tr>
</tbody>
</table>
OPPORTUNITY INDEX: 1/2 MILE RADIUS

Not Applicable
OPPORTUNITY INDEX:
1 MILE RADIUS
Get Walmart hours, driving directions and check out weekly...
Edinburg, Supercenter #3886... Stores / Texas / Edinburg / Edinburg Supercenter ... Look! The Princess carriage just rolled in your local Edinburg Wal-Mart!

Free Grocery Pickup in Edinburg, TX 78539 | Walmart #3886
Same-day grocery pickup in Edinburg, TX from your Walmart Supercenter #3886. Choose a pickup time that's convenient for you. Money back guarantee!

Search inventory or check stock at your Edinburg Supercenter...
Get Edinburg Supercenter store hours and driving directions, buy online, and pick up in-store at 4101 S Mccoll Rd, Edinburg, TX 78539 or... Supercenter #3886.

Online Grocery Delivery in Edinburg, TX 78539 | Walmart #3886
Same-day grocery delivery in Edinburg, TX from your Walmart Supercenter #3886. Choose a delivery time that's convenient for you. Money back guarantee!

Walmart Supercenter 3886 in Edinburg Texas - Allstays
Walmart Supercenter Store 3886 at 4101 South McCall Road, Edinburg TX 78539, 956-618-2018 with Garden Center, Gas Station, Grocery, McDonalds, Open...
## Services, Hours & Contact Info

<table>
<thead>
<tr>
<th>Service</th>
<th>Hours</th>
<th>Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td>Main Store</td>
<td>Open 24 hours</td>
<td>956-618-2018</td>
</tr>
<tr>
<td></td>
<td>Mon - Sun</td>
<td>Open 24 Hours</td>
</tr>
<tr>
<td>Auto Care Center</td>
<td>Open until 7 pm</td>
<td>956-618-5762</td>
</tr>
<tr>
<td>Pharmacy</td>
<td>Open until 9 pm</td>
<td>956-618-5816</td>
</tr>
<tr>
<td></td>
<td>Mon - Fri</td>
<td>9 am - 9 pm</td>
</tr>
<tr>
<td></td>
<td>Sat</td>
<td>9 am - 7 pm</td>
</tr>
<tr>
<td></td>
<td>Sun</td>
<td>10 am - 6 pm</td>
</tr>
<tr>
<td>Photo Center</td>
<td>Open until 8 pm</td>
<td>956-619-1390</td>
</tr>
<tr>
<td>Pickup</td>
<td>Open until 8 pm</td>
<td>956-618-0074</td>
</tr>
<tr>
<td>Vision Center</td>
<td>Open until 8 pm</td>
<td></td>
</tr>
<tr>
<td>Alcohol</td>
<td>Open until 12 pm</td>
<td></td>
</tr>
</tbody>
</table>
Alcohol
Open until 12 am

Bakery
Open until 10 pm

Cellarlis

Coinstar

Deli
Open until 10 pm

Fast Key

Garden Center

Grocery

Grocery Pickup and Delivery

International Bank of Commerce

Jackson Hewitt Tax Services
956-453-8276

Minute Key
832-539-7571

Money Services

Redbox
866-738-2693

Rug Doctor
900-784-8628

SmartStyle Hair Salon by Regis
Open until 8 pm
956-684-1643

See Less ↑

Popular Times at This Store

Wednesday
About 50,600 results (0.63 seconds)

www.heb.com › heb-store › mcallen
10th and Trenton H-E-B in MCALLEN 78504-7705 - Location ...
HEB location info such as grocery store hours, pharmacy, and gas station for your local 10th and Trenton H-E-B in MCALLEN, Texas, 78504-7705.

www.goodrx.com › ... › HEB Grocery Pharmacy › Texas › McAllen
HEB Grocery Pharmacy - 901 Trenton Rd McAllen TX 78504 ...
HEB Grocery Pharmacy at 901 Trenton Rd McAllen TX. Get pharmacy hours, services, contact information and prescription savings with GoodRx!

www.locally.com › store › h-e-b-grocery
H-E-B Grocery 78504 - Locally
McAllen, TX 78504 (956) 618-0073 ... There are no reviews yet for H-E-B Grocery. Write a Review ... Talk to a representative from H-E-B Grocery. (956) 618- ...

www.yelp.com › search › find_loc=Trenton+Rd+McAllen+TX+78504
H-E-B Trenton Rd, McAllen, TX 78504 - Last Updated January ...
"This is a decent mid size H.E.B. Needs more selection. But, I like the Gas Station and the Fruit department. It is convenient and the check outs are fairly fast." ...

electrolit.com › locations › heb-210
Heb | 901 Trenton Rd McAllen Tx 78504, TX. 78504 | Electrolit®
Where to buy. Electrolit is conveniently located at: Heb. 901 Trenton Rd McAllen. TX 78504. Buy Electrolit at: 901 Trenton Rd McAllen. TX 78504, TX.

locations.hrt.org › listing › h-e-b-pharmacy-590-901-trenton-rd-mcallen...
H E B Pharmacy #590 901 Trenton Rd McAllen TX 78504 ...
H E B Pharmacy #590 901 Trenton Rd McAllen TX 78504. Pharmacy. 0. 0. Additional Information. Contact 901 Trenton Rd Mcallen, Texas 78504. Get Directions.

www.locopnet.com › Listing
7500 North 10th Street, Mcallen, TX, 78504 - Restaurant For ...
Oct 1 5, 2008 - The southeast corner of this intersection has HEB Grocery and Home Depot as anchors. The southwest corner is occupied with Exxon and ...

www.trulia.com › TX › McAllen › 78504
424 Quail Ave, McAllen, TX 78504 - Lot/Land - MLS# 323838 ...
424 Quail Ave, McAllen, TX 78504 is a NaN sqft Lot/Land listed for $30000. Great location! A blank ... Near walking trails and HEB and shopping malls on Trenton.

www.trulia.com › TX › McAllen › 78504
1518 Redbud Ave, McAllen, TX 78504 - 4 Bed, 2 Bath Single ...
Great location in McAllen, close to schools, restaurants, HEB, Hill Schupp Park only a few blocks away. Milam Elementary, Morris Middle School and McAllen ...

www.rgv-realty.com › listing › 203884-10705-n-ware-road-mcallen-tx...
MLS 203884 | 10705 N Ware Road, Mcallen TX - RGV Realty
This Acreage listing is located at 10705 N Ware Road, Mcallen Texas 78504. ... of frontage on North Ware Road (306' x 559')near the new H.E.B. Grocery Store ...

Searches related to H-E-B 78504
Select your Preferred H-E-B Store

10th and Trenton H-E-B

Mon-Sun: 06:00 AM - 01:00 AM
Store Phone: (956) 618-0073
Pharmacy Phone: (956) 618-1889

901 TRENTON RD
MCALLEN, TX 78504-7705
Corporate #590

Get directions

Weekly Ad Coupons Make My H-E-B Store

Curbside Pickup

Curbside
Order online and pick up at your store.

Delivery
Order online for delivery to your door.

Pharmacy
Pharmacy Phone: (956) 618-1889
Mon-Fri: 09:00 AM - 09:00 PM
Sat: 09:00 AM - 06:00 PM
Sun: 10:00 AM - 05:00 PM
Compounding
Drive Thru
Immunizations
Pharmacy Delivery

Available Store Services

Bakery
Scratch Bakery
Drug and General Merchandise
Beauty
Flower Shop
Floral
Wedding Service
Food Services
Hot Deli
Grocery
Cooking Connection
Healthy Living
Wine Shop
Wine Steward
Meat Market
Custom Meat Cutting
Full Service Butcher Case
Grass Fed Beef
Organic Meat
Prime Beef
Online Services
Curbside
Delivery
Edinburg
Supercenter #3886
4101 S Mccoll Rd, Edinburg, TX 78539

Services, Hours & Contact Info

Main Store
Open 24 hours
Mon - Sun | Open 24 Hours

Auto Care Center
Open until 7 pm
956-618-5762

Pharmacy
Open until 9 pm
Mon - Fri | 9 am - 9 pm
Sat | 9 am - 7 pm
Sun | 10 am - 6 pm
956-618-3316
Refill a prescription
Ad Prescriptions

Photo Center
Open until 8 pm
956-618-1390

Pickup
Open until 8 pm

Vision Center
Open until 8 pm
956-618-0074

Alcohol
Open until 12 am
About 7,230 results (0.61 seconds)

www.heb.com › heb-store › mcallen

10th and Trenton H-E-B in MCALLEN 78504-7705 - Location ...
HEB location info such as grocery store hours, pharmacy, and gas station for your local 10th and Trenton H-E-B in MCALLEN, Texas, 78504-7705.

www.goodrx.com › ... › HEB Grocery Pharmacy › Texas › McAllen

HEB Grocery Pharmacy - 901 Trenton Rd McAllen TX 78504 ...
HEB Grocery Pharmacy at 901 Trenton Rd McAllen TX. Get pharmacy hours, services, contact information and prescription savings with GoodRx!

www.vitals.com › pharmacy › heb-pharmacy-mcallen

Heb Pharmacy | 901 Trenton Rd, McAllen, TX | Vitals.com
Heb Pharmacy is a pharmacy located in McAllen, TX. Hours of Operation. Please contact Heb Pharmacy for more information. ... McAllen, TX 78504 (956) 618- ...

npino.com › pharmacy › 1871602201-heb-pharmacy

Heb Pharmacy in McAllen, Texas - Pharmacy Address and ...
Jul 19, 2018 - Pharmacy Name, Heb Pharmacy. Provider Organization, H-E-B, L.P. Address, 901 Trenton Rd , McAllen Texas, 78504. Phone Number ...

locations.hrt.org › listing › h-e-b-pharmacy-590-901-trenton-rd-mcallen...

H E B Pharmacy #590 901 Trenton Rd McAllen TX 78504 ...
H E B Pharmacy #590 901 Trenton Rd McAllen TX 78504. Pharmacy. 0. 0. Additional Information. Contact. 901 Trenton Rd McAllen, Texas 78504. Get Directions.

www.locbnearme.com › texas › mcallen › h-e-b-pharmacy

H-E-B Pharmacy Mcallen, TX 78504 - 901 Trenton Rd ...
H-E-B Pharmacy at 901 Trenton Rd, McAllen TX 78504 : hours, address, map, directions, phone number, customer ratings and comments.

www.manta.com › ... › Drug Stores and Proprietary Stores › Pharmacies

H-E-B Pharmacy Mcallen TX, 78504 - Manta.com
Get information, directions, products, services, phone numbers, and reviews on H-E-B Pharmacy in Mcallen TX. Discover more Drug Stores and Proprietary ...

www.yellowpages.com › TX › Mcallen

H-E-B Pharmacy 901 Trenton Rd, Mcallen, TX 78504 - YP.com
Get reviews, hours, directions, coupons and more for H-E-B Pharmacy. Search for other Pharmacies on The Real Yellow Pages®.

www.dexknows.com › h-e-b-pharmacy-b2546972695

H-E-B Pharmacy | Mcallen, TX 78504 | Pharmacies - DexKnows
H-E-B Pharmacy. Find business information, reviews, maps, coupons, driving directions and more.

www.rxspark.com › pharmacy-listings › heb-pharmacy-901-trenton-r...

Heb Pharmacy - Mcallen, TX 78504 - RxSpark
Find discounts on prescription drugs and over the counter medications at Heb Pharmacy, located in Mcallen, TX 78504.

Searches related to H-E-B Pharmacy 78504

https://www.google.com/search?rlz=1C1GCEA_enUS850US850&ei=Av86XpHcOeOntgXCilQo&q=H-E-B+Pharmacy+78504&oq=H-E-B+Pharmacy+7... 1/2
Select your Preferred H-E-B Store

10th and Trenton H-E-B

Mon-Sun: 06:00 AM - 01:00 AM
Store Phone: (956) 618-0073
Pharmacy Phone: (956) 618-1889

901 TRENTON RD
MCALLEN, TX 78504-7705
Corporate #590

Weekly Ad  Coupons  Make My H-E-B Store

Curbside Pickup

Curbside
Order online and pick up at your store.

Delivery
Order online for delivery to your door.

Pharmacy
Pharmacy Phone: (956) 618-1889
Mon-Fri: 09:00 AM - 05:00 PM
Sat: 09:00 AM - 06:00 PM
Sun: 10:00 AM - 05:00 PM
Compounding
Drive Thru
Immunizations
Pharmacy
Prescription Delivery

Available Store Services

Bakery
Scratch Bakery
Drug and General Merchandise
Beauty
Flower Shop
Floral
Wedding Service
Food Services
Hot Deli
Grocery
Cooking Connection
Healthy Living
Wine Shop
Wine Steward
Meat Market
Custom Meat Cutting
Full Service Butcher Case
Grass Fed Beef
Organic Meat
Prime Beef
Online Services
Curbside
Delivery
TruFit 2651 Cornerstone Blvd A, Edburn, TX 78539

TruFit - 2651 Cornerstone Blvd A, Edburn, TX - Yelp

Rating: 4.5 stars
2 reviews
... I was very disappointed with the sales rep Rocky today. He is very...
2651 Cornerstone Blvd, Edburn, TX 78539. Directions.

TruFit - Edburn 2651 Cornerstone Blvd Edburn, TX Health...

Get directions, reviews and information for TruFit - Edburn in Edburn, TX. TruFit - Edburn. 2651 Cornerstone Blvd, Edburn, TX 78539. (956) 686-0123.

TruFit - Edburn - Home | Facebook

Rating: 3.5 stars
1 vote
TruFit - Edburn: 2651 Cornerstone Blvd, Edburn, Texas 78539. Rated 3.5 based on 1 Review.

TruFit - Edburn - Gym in Edburn - Foursquare

Rating: 4.5 stars
12 votes

TruFit Athletic Clubs - Texas, 2651 Cornerstone Blvd A...

The importance of Meal Prep - BLOG | TruFit Athletic Clubs. There's more to getting in... Ask for Fred or Bedoo @ V. 2651 Cornerstone Blvd, Edburn, TX 78539.

TruFit at 2651 Cornerstone Blvd A, Edburn TX 78539...

Hours, address, map, directions, phone number, customer ratings and comments.

TruFit Athletic Clubs - 2651 Cornerstone Blvd, Edburn, TX
TRU>FIT
EDINBURG - TRENTON/MCCOLL

2661 Cornerstone Blvd
Edinburg, TX 78539
956-686-0123

Hours of Operation:
Monday – Thursday
5am - 11pm
Friday
5am – 10pm
Saturday
8am - 7pm
Sunday
9am - 7pm

Tru Kids Hours:
Monday – Thursday
8am - 1pm
4pm - 9pm
Friday
8am - 1pm
4pm - 8pm
Saturday
8am - 12pm

GET DIRECTIONS

CLUB PHOTOS

FREE TRIAL

LIVE>FIT
TRU RESULTS
BEST VALUE!

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TRU PLATINUM
**BE>FIT**

**TRU PLATINUM**

$25.99/ Mo.

**ENROLLMENT/PROCESSING FEE $2.14**

- Access to All Clubs
- Unlimited Aerobics
- Free Guest Privileges (Friday - Sunday)
- Free Kids Club for 2 Kids
- Plus All Standard Amenities
  - Women’s work out area
  - Group Exercise Rooms
  - Fitness Analysis
  - Luxury Locker Rooms
  - Dry Sauna
  - Tons of Cardio
  - Functional Training
  - Tons of Free Weights
  - Group Cycling Room

**GET>FIT**

**PREMIER MTM**

$9.99/ Mo.

**ENROLLMENT/PROCESSING FEE $69**

- Home Club Access
- Men's & Women's Luxury Locker Rooms
- Free Weights
- Tons of Cardio
- Functional Training

**ENROLL NOW**
Showtimes at Cinemark Movie Bistro Edinburg

All times are in CT

<table>
<thead>
<tr>
<th>All times</th>
<th>Today</th>
<th>Tomorrow</th>
<th>Sat, Feb 8</th>
<th>Sun, Feb 9</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Morning</td>
<td>Afternoon</td>
<td>Evening</td>
<td>Night</td>
</tr>
<tr>
<td>Birds of Prey</td>
<td>6:00pm</td>
<td>7:00pm</td>
<td>9:00pm</td>
<td>9:50pm</td>
</tr>
<tr>
<td>Bad Boys for Life</td>
<td>10:30am</td>
<td>11:30am</td>
<td>1:30pm</td>
<td>2:30pm</td>
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<tr>
<td>Dolittle</td>
<td>10:40am</td>
<td>1:15pm</td>
<td>4:10pm</td>
<td>6:45pm</td>
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</tbody>
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More showtimes

www.cinemark.com › texas-southern-border › cinemark-movie-bistro...

Theater In Edinburg, Texas | Cinemark Movie Bistro Edinburg
Visit Our Cinemark Theater in Edinburg, TX. Check movie times, tickets, directions, and more. Enjoy alcoholic drinks and fast food! Buy Tickets Online Now!

www.fandango.com › theater-page

Cinemark Movie Bistro - Edinburg Movie Times | Showtimes...
Find Cinemark Movie Bistro - Edinburg showtimes and theater information at Fandango. Buy tickets, get box office information, driving directions and more.

www.showtimes.com › Movie Times › Texas › Edinburg

Cinemark Movie Bistro - Edinburg - Edinburg Showtimes and...
Cinemark Movie Bistro - Edinburg movie times and showtimes. Movie theater information and online movie tickets.

www.bigscreen.com › Marquee › theater=22999

Cinemark Movie Bistro Edinburg Showtimes Schedule...
What's playing and when? View showtimes for movies playing at Cinemark Movie Bistro Edinburg in Edinburg, TX with links to movie information (plot summary, ...

www.yelp.com › Arts & Entertainment › Cinema
Cinemark Movie Bistro Edinburg - 24 Photos & 31 Reviews...
Rating: 3.5 - 31 reviews
31 reviews of Cinemark Movie Bistro Edinburg. "I caught the last viewing of The Mule last night. It was a private show. That was a plus. The service was great.

movies.eventful.com › theaters-showtimes › cinemark-movie-bistro-e...

Cinemark Movie Bistro Edinburg Showtimes & Tickets - 78539...
Eventful Movies is your source for up-to-date Cinemark Movie Bistro Edinburg showtimes, tickets and theater information. View the latest Cinemark Movie Bistro...

www.facebook.com › Places › Edinburg, Texas › Movie Theater
Cinemark Movie Bistro Edinburg - Movie Theater - Edinburg...
Rating: 4.5 - 1,910 votes

https://www.google.com/search?rlz=1C1GCEA_enUS850US850&biw=1197&bih=1211&sourceid=ACYBGNSuMqdH7jdQGkMIRoUSRqPOnk-pNw%3A1572415697
Cinemark Movie Bistro - Edinburg

2001 W Trenton, Suite 116, Edinburg TX 78539
- Always accepting applications

Showtimes

Birds of Prey: And the Fantabulous Emancipation of One Harley Quinn
- R
- 1 hr 49 mins
- Digital Cinema
- Reserved Seating

Today

6:00pm  7:00pm  9:00pm  9:50pm

Bad Boys for Life
- R
- 2 hrs 4 mins

View the Food Menu
- Expanded dine in food menu includes sandwiches, tacos, crispy flatbreads and more! Cinemark Movie Bistro - Edinburg.

View Menu
Restaurants near Robin Park - McAllen TX - Page 2 | Grubhub...
Looking for delivery or restaurant take out near Robin Park? Right over here! Order online from local favorite restaurants in McAllen and satisfy your appetite with...

Robin Park - Free Driving Directions, Traffic Reports & GPS...

7000 N. 10th St., McAllen, TX 78504 - Robin Business Park
Dec 14, 2018 - Cross Street10TH Street and Robin Ave. ... Building is located the a block from Trenton and 10th Street Corridor, with heavy traffic flow all day. ... Along with a variety of sit down and fast food restaurants such as, Coast, Whataburger, Longhorns Steak house, Chik-fila, Logan's ...

2125 Robin Ave, McAllen, TX 78504 | MLS# 171058 | Redfin
3 bed, 2 bath, 1908 sq. ft. house located at 2125 Robin Ave, McAllen, TX 78504. View sales history, tax ... 2125 Robin Ave is near Robin Park and Schupp Park.

4400 Robin Ave, McAllen, TX 78504 | Redfin
Sep 23, 2017 - 4400 Robin Ave is near Robin Park and Schupp Park. This address can also be written as 4400 Robin Avenue, McAllen, Texas 78504.

Search for play spaces in McAllen, Texas, 78501 | Map of Play
Find parks and playgrounds near you on the KaBOOM! Map of Play. ... Robin Park. 1100 Robin St. McAllen, TX.

Apartments For Rent Near Robin Park, McAllen - Walk Score
Find apartments near Robin Park. Search by commute time, see big photos, maps, and street views.

Outdoor Adventures - Visit McAllen
We have all the information you need to know when you visit McAllen! ... Park RDV Disc Golf. Riverside Dreamers River Cruise Robin Park Santa Ana Wildlife...

How to get to Keeton Avenue in Mcallen by Bus | Moovit
CITY PARKS

OVERVIEW
The Parks Division of the McAllen Parks and Recreation Department maintains all McAllen city parks. Currently, McAllen has 25 city parks. The oldest park, Archer Park, was opened in 1912 and the newest park, Los Encinos Park, was welcomed to our city on June 23, 1998. The Department works with local residents and city officials to ensure that city parks are of the highest standards. Parks improvements occur frequently as do development of new parks and facilities.

CITY PARKS

AIRPORT PARK
2201 S. 26th St. - 11 Acres
This park offers a variety of activities for everyone. A large picnic area surrounded by ash and mesquite trees provides a wonderful atmosphere for fun and relaxation. Children will enjoy the playground area that has plenty of play equipment. And the sports enthusiast will love the basketball court, sand volleyball court and softball/baseball fields. Airport Park also features a barbecue pavilion that can be rented through the Department.

ARCHER PARK
101 N. Broadway - 2 acres
This beautiful park named after McAllen's first mayor is the City's oldest and is one of the remaining historic landmarks in the City. In the center of the park stands a gazebo which was originally dedicated as a bandstand in 1918. Archer Park plays hosts to many of the City's Special Events including Candlelight Posada and Shakespeare in the Park.

Better Know A Park Series: Archer Park

BALBOA PARK
2611 Cevala - 1 acre
A neighborhood park designed for those who want to enjoy the outdoors in a park setting. Picnic tables and playground equipment are available for all to enjoy.

CASCADE PARK
1000 Bales Rd. - 15 acres
This park is perfect for picnics of all sizes. A variety of playground equipment and a sand volleyball court are available. And right next door is Cascade Pool. The park also features a softball/baseball field and barbecue pavilion, both of which can be rented from the Parks and Recreation Department.

DAFFODIL PARK
4200 Daffodil - 10 acres
This area is a soon to be developed neighborhood park site. Currently, playground equipment is installed.

DOC NEUHAUS PARK
700 Dallas - 2 acres
A quaint park designed for nature lovers and picnickers. Large mesquite trees surround the area and make it a wonderful place to relax.

ESCANDON PARK
2021 S. 19th St. - 5 acres
A neighborhood park that features a play center, sand volleyball court, picnic tables, and barbecue grills. A perfect place for a family gathering.

FIREFEARNS PARK
201 N. 1st St. - 3 acres
A park complete with a barbecue pavilion capable of serving 250 people. The pavilion features a refrigerator, indoor grill, restrooms, and can be rented through the Parks & Recreation Department. The park also has a playground area and sand volleyball court.

FRONTAGE PARK
1901 Oakland - 1 acre A small park that features a basketball court and a variety of playground equipment including swings and seesaws.

GARZA PARK
2601 Lark - 5 acres
This park provides something for the entire family to enjoy. A tot play area and one of the higher slides in this area are available for the kids, while a sand volleyball court, a large sports area, and a jogging and exercise trail offer the adults plenty to do.

HACKBERRY PARK
417 Hackberry - 2.5 acres
An exciting neighborhood park that offers a tennis court and playground equipment. Picnickers will enjoy the many tables and barbecue grills that are available.

IDEA PARK
3500 Ideal - 3 acres
This park offers fun for the entire family. Sand volleyball, basketball courts, and playground equipment give everyone something to do. Plenty of picnic tables, barbecue grill, and a small pavilion are also available.

**LAS PALMAS PARK**
2500 Quince - 11 acres
A park that is also the home of the McAllen Senior Citizens’ Center and Adult Learning Center. Two junior soccer fields, a sand volleyball court, as well as a jogging and exercise trail are also available.

**LA VISTA PARK**
100 La Vista - 7 acres
A park that features play equipment, a jogging and exercise trail, picnic tables, barbecue grills, sand volleyball, and plenty of open space for sports. A private barbecue pavilion capable of accommodating 250 people can be rented through the Parks and Recreation Department.

**LIONS PARK**
1201 North 12th Street - 2 acres
This small park is nestled in the heart of McAllen. Used mainly by Scout groups for meetings and activities, future grants will transform the area into a neighborhood park.

**LOS ENCINOS COMMUNITY PARK**
2900 Sarah - 27 acres
This beautiful park is McAllen’s newest addition. Sports enthusiasts of all ages will enjoy the lighted softball/baseball, football, and soccer fields, a jogging trail, a lighted basketball pavilion, lighted tennis courts, sand volleyball courts, and aquatic facilities. Exciting playground equipment is also available.

**MUNICIPAL PARK**
1921 N. Bicentennial Blvd. - 27 acres
A large park that plays host to many City events. The sports enthusiast will enjoy the Stutzenbecker Baseball Fields, soccer fields, and Municipal Swimming Pool. Children will love all of the different playground equipment available. And don’t forget about the many picnic tables and barbecue grills.

**OVAL PARK**
700 Convention Center Blvd.
The palm-lined boulevard of the McAllen Convention Center’s main entrance opens into a 2.4 acre park, shaded with native trees and pergolas. This expansive space features an impressive water fountain that leads into a reflective pond. Located on the east side of the Oval Park there is a multifunctional platform with an acoustical shell, where outdoor concerts are held. The facility hosts several outdoor events and festivals, including a free concert series, and the McAllen’s annual festival, Painefest.

**PALM CITY PARK**
2601 S. 22nd Street - 5 acres
A beautiful neighborhood park surrounded by mesquite trees. Play equipment and picnic tables make it a wonderful place to relax.

**PALM VIEW PARK**
3411 Jordan
Located adjacent to Palm View Community Center and other local subdivisions, this area is in the Master Planning phase for a future community park.

**RETAMA VILLAGE PARK**
2500 Laurel - 3 acres
A park designed for the active. Kids will love the playground equipment. And the athlete will enjoy the basketball court and jogging and exercise trail. Picnic tables are also available for family outings.

**ROBIN PARK**
1100 Robin - 4 acres
A playground park complete with slides, swings, and an obstacle course. Covered picnic tables also highlight the park.

**SCHUPP PARK**
1300 Zimia - 19 acres
Named after long time City Manager Bill Schupp, this park is perfect for all. Children can play on the many swings, slides, and merry-go-rounds. Those that enjoy exercise will love the fitness trail. And finally, picnic areas tie it all together to make it a wonderful place for a family gathering.

**SPRINGFEST PARK**
3501 South 23rd Street - 38 acres
This site plays host to a number of special events as well as McAllen’s Winter Polo League in January through March.

**SUAREZ PARK**
409 S. 27th Street - 3 acres
A neighborhood park dedicated to police officer Rosalyn Suarez. The park was specifically designed with playground equipment for the disabled individual. Picnic tables and plenty of open play areas are also available.

**WESTERN PARK**
110 N. 16th Street - 25 acres
A quaint park with a western flavor that features playground equipment. Small yet a wonderful spot to relax.

**WESTSIDE PARK**
1000 S. Ware Road - 37 acres
A park featuring a softball complex, playground equipment, picnic areas, and four barbecue pavilions. The pavilions can be rented through the Parks & Recreation Department. The Westside Softball Complex can also be rented for ASA-sanctioned tournaments.

https://www.mcallen.net/departments/parks/city-parks
2nd Street Hike and Bike Trail - Explore RGV
Take your family on an outdoor trip through the city's outdoor trails located throughout McAllen. Our linear parks are a great place to go running...

Hiking and Biking Trails in McAllen | Explore McAllen
Take your family on an outdoor trip through the city's outdoor trails located throughout McAllen. Our linear parks are a great place to go running...

City of McAllen Parks and Recreation Hike & Bike Trails
The Parks Division maintains exercise and fitness trail systems at various parks...
HIKE & BIKE TRAILS

OVERVIEW

The Parks Division maintains exercise and fitness trail systems at various parks located throughout the city. The trail systems combine jogging and fitness stations to provide residents and visitors a great workout in beautiful locations.

La Vista Park Trail & Fitness System
100 La Vista

Las Palmas Park Trail
2500 Quince
Two times around trail = 1 Mile

Los Enginos Park Trail & Fitness System
2900 Sarah

McAllen Hike & Bike Trails
Second Street / Bicentennial (two separate trails)
Distance of trail from Business 83 to Nolana = 2.33 Miles

Retama Village Park Trail
2500 Laurel
Two times around trail = 1 Mile

Schupp Park Trail & Fitness System
1300 Zinnia
One time around trail = 0.72 Miles

Westside Park Trail
1000 S. Ware Road
One time around = 2/3 Mile

CONTACT INFO

1000 S. Ware Road
McAllen, TX 78501
Phone: (956) 681-3333

ONLINE REGISTRATION

Follow Parks and Recreation

https://www.mcallen.net/departments/parks/city-parks/trails
Junior League of McAllen - 514 E Dove Ave, McAllen, TX ...  
Specializes: The Junior League of McAllen envisions significantly improving the quality of life for the children and youth of ... 514 E Dove Ave. Mcallen, TX 78504.

Junior League of McAllen - 514 E Dove Ave Mcallen, TX E ...  
Get directions, reviews and information for Junior League of Mcallen in Mcallen, TX. ... League of Mcallen. 514 E Dove Ave, Mcallen, TX 78504. (956) 682-0071.

Junior League of McAllen - Home  
The Junior League of McAllen was established in 1938 by women interested in ... OFFICE: 514 E Dove Avenue, Mcallen, TX 78504 | Mailing: P.O. Box 3004, ...

Junior League - 514 E Dove Ave, Mcallen, TX - Superpages  
Junior League in Mcallen, TX – Get driving directions to 514 E Dove Ave Mcallen, TX 78504. Add reviews and photos for Junior League. Junior League appears ...

Junior League of Mcallen - 514 e dove ave , mcallen , Texas , 78504 ...  
The Junior League of Mcallen envisions significantly improving the quality of life for the children and youth in our community by preserving the innocence of ...

Junior League of McAllen - Home | Facebook  
Rating: 4.8 - 17 votes  
6.2K likes. The Junior League of Mcallen is an organization of women committed to promoting volunteerism and to ... 514 E Dove Ave, Mcallen, Texas 78504.

Junior League of McAllen, Texas | Community Organization  
Rating: 4.8 - 17 votes  
The Junior League of Mcallen is an organization of women committed to promoting volunteerism and to ...

Junior League 514 E Dove Ave, Mcallen, TX 78504 - YP.com  
Get reviews, hours, directions, coupons and more for Junior League. Search for other Charities on The Real Yellow Pages®.

Junior League of McAllen in Mcallen, TX 78504 - +1-956-682-0071 ...  
Junior League of McAllen is located at the address 514 E Dove Ave in Mcallen, Texas 78504. They can be contacted via phone at (956) 682-0071 for printing ...

Junior League of McAllen Inc Mcallen TX, 78504 - Cortera ...
Mission Statement

The Association of Junior Leagues International is an organization of women committed to promoting voluntarism, developing the potential of women, and improving communities through the effective action and leadership of trained volunteers. Its purpose is exclusively educational and charitable.

Vision Statement

To continue the legacy of community leaders and inspire positive change in the Greater McAllen area.
JUNIOR LEAGUE OF McALLEN, INC.
OFFICE: 514 E. Dove Avenue, McAllen, TX 78504 | MAILING: P.O. Box 3004, McAllen, TX 78502-3004
PHONE: 956.682.0071

We are a 501(c)3 non-profit organization.
Kids in the Kitchen

The goal of the Kids in the Kitchen initiative, which is supported by the Association of Junior Leagues International, is to empower youth to make healthy lifestyle choices and help reverse the growth of childhood obesity and its associated health issues. Inspired by the Junior League of Calgary's Junior Chefs program, the Kids in the Kitchen initiative began in 2006 with the goal of engaging kids in the preparation of healthy meals as a means to educate them and their parents regarding nutrition and healthy choices. Over 215 Leagues in Canada, Mexico, the United Kingdom and the United States conducted the Kids in the Kitchen program in their communities in 2009.

Join us for our health and nutrition fair taking place at South Texas Health System Children's!

Register for the event by clicking here.
Renaissance Cancer Foundation | DHR Health
Learn how your donations to the Renaissance Cancer Foundation help Rio Grande Valley cancer patients who need health care and economic support.

Renaissance Cancer Foundation, Edinburg, Texas. 559 likes. The Renaissance Cancer Foundation is a 501 (c)(3) non-profit organization that provides...
Unique to most healthcare foundations in South Texas, the Renaissance Cancer Foundation helps patients by empowering them to use the financial assistance provided to meet their most pressing, immediate needs.

**Because all a patient should worry about is healing.**

From medical and home utility bills, to lodging and transportation costs, the Renaissance Cancer Foundation helps cover the burdening everyday expenses that come with a life-changing disease like cancer.

Also, the Patient Navigation team plays a vital role in guiding patients to all resources available through an array of local, state, and federal assistance programs.

**CONTACT US** for more information on applying for assistance from the Renaissance Cancer Foundation.

---

**MEDICAL NEEDS**

The medical expenses that come with a cancer diagnosis can be extraordinary. Qualified applicants can get a portion of those expenses covered through the financial assistance provided by the Renaissance Cancer Foundation.

The Patient Navigation team has also helped patients with the following:

- Discounted PET Scans (up to 42%)
- Pharmaceutical Company Assistance Program
- Referrals to Dietician Assessments
- Chemotherapy and Radiation Education
- Transportation Assistance for Medical Appointments
- Referrals to the American Cancer Society
Cancer not only affects patients physically, but emotionally, too. Mental wellness is an important part of overall healing. The Renaissance Cancer Foundation helps patients cope with a cancer diagnosis:

- Monthly Support Groups (Visit our CALENDAR OF EVENTS for upcoming dates)
- Beauty Salon for Patients Experiencing Hair Loss (CLICK HERE to request an appointment)

The Patient Navigation team has helped patients with the following:

- Personalized Psychosocial Therapy Referral
- Referrals for Free Accessories (Wigs, Turbans, Etc.)
- Emotional Support

Health comes first. And with mounting medical expenses comes the challenge to meet the everyday financial commitments. The Renaissance Cancer Foundation can help with:

- **Everyday Expenses** – Patients can use the financial assistance provided to meet their most pressing, immediate needs. These needs can vary from paying the light or water bill, to making a mortgage payment. The Renaissance Cancer Foundation can help with these emergencies — because all a patient should worry about is healing.

The Patient Navigation team and DHR Health staff have also helped patients with the following:

- **Financial Counseling** – Financial Counselors perform financial screenings to determine availability for assistance programs. These counselors assist with payment arrangements for medical services, as well as enrollment in pharmaceutical programs.

**Support with Federal and State Funding Applications** – Patients are helped with the often long, complicated applications for additional resources by other organizations at a local, state, and/or federal level.

https://renaissancecancerfoundation.org/what-we-do/
Founded in 2008, the Renaissance Cancer Foundation is a 501(c)(3) non-profit organization with a mission to provide financial assistance, advocacy, and guidance to underserved cancer patients of the Rio Grande Valley.

Contact us
📞 (956) 362-2191 / Call Us
✉️ evsaenz@dhru-rgv.com

LEGAL PRIVACY POLICY SITE MAP

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OPPORTUNITY INDEX: 2 MILE RADIUS
Learning Journey Childcare - Edinburg, Texas - Child Care...
Phone: (956) 386-0228
Address: 406 N Jackson Rd, Edinburg, Texas 78541.
Phone: (956) 386-0228

The Learning Journey Day School is a Licensed Center - Child Care Program in Edinburg TX. It has maximum capacity of 99 children. The provider accepts...

The Learning Journey Day School - Edinburg TX

The Learning Journey Day School is a Licensed Center - Child Care Program in Edinburg TX. It has maximum capacity of 72 children. The provider accepts children...

Learning Journey Childcare - 4770 S Jackson Rd, Edinburg, TX

Learning Journey Childcare in Edinburg, reviews by real people. Yelp is a fun and easy way to find, recommend and talk about what's great and not so great in...

Learning Journey - Edinburg, TX - Child Care in Edinburg...

Get information, directions, products, services, phone numbers, and reviews on Learning Journey in Edinburg, TX. Discover more Child Day Care Services...

Learning Journey Childcare 406 N Jackson Rd, Edinburg, TX...

Get reviews, hours, directions, coupons and more for Learning Journey Childcare. Search for other Child Care on The Real Yellow Pages®.

The Learning Journey Day School - CareLuLu

The Learning Journey Day School is a licensed child care center in Edinburg, TX. At The Learning Journey Day School, we enroll children as young as 6 weeks.
Child Care Search Result Details

**Operation Details**
You may click on the question mark image (?) to view the Frequenty Asked Questions (FAQ) page.

<table>
<thead>
<tr>
<th>Operation Number:</th>
<th>946066</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operation Type:</td>
<td>Licensed Center</td>
</tr>
<tr>
<td>Program Provided:</td>
<td>Child Care Program</td>
</tr>
<tr>
<td>Operation/Caregiver Name:</td>
<td>Learning Journey, LLC</td>
</tr>
<tr>
<td>Location Address:</td>
<td>4770 S JACKSON RD</td>
</tr>
<tr>
<td></td>
<td>EDINBURG, TX 78539</td>
</tr>
<tr>
<td>Mailing Address:</td>
<td>PO BOX 409</td>
</tr>
<tr>
<td></td>
<td>EDCOUCH, TX 78538</td>
</tr>
<tr>
<td>Phone Number:</td>
<td>956-992-0442</td>
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<tr>
<td>County:</td>
<td>HIDALGO</td>
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<tr>
<td>Website Address:</td>
<td></td>
</tr>
<tr>
<td>Email Address:</td>
<td><a href="mailto:mgarza12998@sbglobal.net">mgarza12998@sbglobal.net</a></td>
</tr>
<tr>
<td>Administrator/Director Name:</td>
<td>Marta Garza</td>
</tr>
<tr>
<td>Type of Issuance:</td>
<td>Full Permit</td>
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<td>Issuance Date:</td>
<td>8/12/2009</td>
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<td>Permit Renewal Due By Date:</td>
<td>8/12/2021</td>
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<tr>
<td>Conditions on Permit:</td>
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</tr>
<tr>
<td>Accepts Child-Care Subsidies:</td>
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</tr>
<tr>
<td>Hours of Operation:</td>
<td>07:00 AM-06:00 PM</td>
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<tr>
<td>Days of Operation:</td>
<td>Monday - Friday</td>
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<tr>
<td>Total Capacity:</td>
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<td>Infant, Toddler, Pre-Kindergarten, School</td>
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<td>Total Capacity:</td>
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<td>Number Of Admin Penalties:</td>
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<td>Corrective Action:</td>
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<td>Adverse Action:</td>
<td>No</td>
</tr>
<tr>
<td>Temporarily Closed:</td>
<td>No</td>
</tr>
</tbody>
</table>

**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:

  12 - Inspections
  0 - Assessments
  0 - 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.

Five Year Compliance Summary
- During the last five years, 3220 standards were evaluated for compliance at this operation.

- Of the standards evaluated 23 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:

  4 were weighted as High
  11 were weighted as Medium - High
  6 were weighted as Medium
  0 were weighted as Medium - Low
  2 were weighted as Low

  Click on the weight to see additional details about each deficiency.

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

Website and Email addresses are based on information given to DFPS by the Operation/Caregiver. If you experience problems with these addresses please contact the Operation/Caregiver.
The Children's College Learning Center - Google Search

About 2,211,000 results (0.47 second)

1. The Children's College Learning Center, LLC - Home
   - Rating: 4.7 - 22 votes
   - The Children's College Learning Center, LLC - 5117 South Jackson Rd, Edinburg, Texas 78539 - Rated 4.7 based on 22 Reviews "My grand daughter is 2 years ..."

2. The Children's College Learning Center - Preschools - 5117 S ...
   - Rating: 5 - 5 votes
   - 1 review of The Children's College Learning Center "Yvonne has a passion for early childhood education and strives to become the leader in academic ..."

3. The Children's College Learning Center Edinburg TX
   - The Children's College Learning Center is a Licensed Center - Child Care Program in Edinburg TX. It has maximum capacity of 109 children. The provider ...

4. The Children's College Learning Center | Better Business ...
   - This organization is not BBB accredited. Business School in Edinburg, TX. See BBB rating, reviews, complaints, & more.

5. The Children's College Learning Center 5117 S Jackson Rd ...
   - Get directions, reviews and information for The Children's College Learning Center in Edinburg, TX.

6. Robert & Maureen Dunham Children's Learning Center ...
   - The Children's Learning Center at Pennsylvania College of Technology serves students, faculty, and staff whose children need high-quality, on-campus care ...

7. Children's Learning Center - Hunter College
   - Our Programs. The Children's Learning Center at Hunter College is a quality child care learning facility for the children of Hunter College students. We provide a ...

8. childcare, daycare, preschool, nursery, edinburg, tx
   - Our center also offers a full day nursery for infants as young as 1 month of age. We enroll children from Pre K1 through Pre K4, in addition to offering an after-school program for school age children. ... The Children's College Learning Center.

9. Children's Learning Center - Lorain County Community College
   - The Children's Learning Center is a model early childhood program designed especially for children eighteen months to 12 years old which provides an optimal ...
TCCLC Mission

Our Learning Center's Mission is to provide each child the essential tools that will help them become lifelong learners. Our commitment is to expose all children with higher thinking curriculum, assist as they are preparing to become independent thinkers, and teach them to become self-reflective, independent and boldly ready for the years ahead.

CONTACT US

Nursery Services

Nursery, Pre K1, and Pre K2

We expose curriculum to children as early as three months of age to Infant Frogstreet Curriculum.

Nursery children enjoy:
Bounces
Tummy-time
Swings
Sign Language
Circle time

Nursery - Pre K2

Frogstreet curriculum, combined with our own formula of early learning, is carefully applied to our everyday classroom routine.

Frog Street Curriculum

Pre-School Services

Pre K3 - Pre K4

Getting Ready for kindergarten is our priority in our Pre K5 and Pre K4 rooms. Our programs include pre and post testing. In addition to the Scholastic Big Day curriculum, TCCLC has developed a comprehensive science and math component and a beginner reading program as well.

Additional benefits include: Field lessons Dance lessons Soccer / Gym lessons

Scholastic Curriculum

School Age Programs

After School Program and Summer Camps

GET MORE INFO

Let's Chat!
Child Care Search Result Details

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

Operation Number: 1437872
Operation Type: Licensed Center
Program Provided: Child Care Program
Operation/Caregiver Name: The Children’s College Learning Center
Location Address: 5117 S JACKSON RD
                  EDINBURG, TX 78539
Mailing Address: 5117 S JACKSON RD
                  EDINBURG, TX 78539
Phone Number: 956-664-1503
County: HIDALGO
Website Address: thechildrenscollege.com
Email Address: thechildrenscollege@gmail.com
Administrator/Director Name: Yvonne Garza
Type of Issuance: Full Permit
Issuance Date: 5/24/2013
Permit Renewal Due By Date: 5/24/2021
Conditions on Permit: No
Accepts Child-Care Subsidies: Yes
Hours of Operation: 07:00 AM-06:30 PM
Days of Operation: Monday - Friday
Total Capacity: 99
Licensed to Serve Ages: Infant, Toddler, Pre-Kindergarten, School
Total Capacity: 99
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:**

  - 19 - Inspections
  - 0 - Assessments
  - 0 - Self Reported Incidents
  - 3 - Reports

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

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

**Five Year Compliance Summary**

- During the last five years, 3192 standards were evaluated for compliance at this operation.

- Of the standards evaluated 38 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:**

  7 were weighted as **High**
  22 were weighted as **Medium - High**
  7 were weighted as **Medium**
  0 were weighted as **Medium - Low**
  2 were weighted as **Low**

  *Click on the weight to see additional details about each deficiency.*

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

Website and Email addresses are based on information given to DFPS by the Operation/Caregiver. If you experience problems with these addresses please contact the Operation/Caregiver.
Opportunity Index: 3 Mile Radius
South Texas Health System ER McCoIl

South Texas Health System ER McCoIl serves the south Edinburg and north McAllen area with 24/7 emergency care in a convenient setting.

Welcome To South Texas Health System

South Texas Health System is a hospital system including five acute and one behavioral hospital, serving the Rio Grande Valley community. ... ER RESERVE ...

Pay Your Bill | Patient Portal | ER Reserve | Find A Doctor

South Texas Health System ER Monte Cristo

The South Texas Health System ER Monte Cristo provides emergency care 24 hours per day, 365 days per year and is staffed with professional medical ... 

South Texas Health System ER Mission

South Texas Health System ER Mission serves western Hidalgo County, making emergency care more convenient to local residents.

Emergency Services | South Texas Health System

With four hospital emergency rooms and several freestanding emergency ... South Texas Health System ER McCoIl | South Texas Health System ER Mission ...

South Texas Health System ER Edinburg

South Texas Health System Edinburg is a Level IV Trauma Center, an accredited Chest Pain Center and a Primary Stroke Center. The ER at South Texas Health ...

Searches related to South Texas Health System ER McCoIl
South Texas Health System ER McColl

Our Facilities

South Texas Health System Children's
South Texas Health System Edinburg
South Texas Health System Heart
South Texas Health System McAllen
Cornerstone Regional Hospital
South Texas Health System ER Alamo
South Texas Health System ER Mission
South Texas Health System ER Monte Cristo
South Texas Health System ER McCall
South Texas Health System ER Ware Road
South Texas Health System ER Weslaco

Home > Facility Search > South Texas Health System > South Texas Health System ER McColl

Emergency Care 24/7
4702 South McColl Road
Edinburg, TX 78539
Phone: 956-213-2600

RESERVE VISIT  DIRECTIONS

View ER Wait Times
South Texas Health System ER McCall serves the south Edinburg and north McAllen area with 24/7 emergency care in a convenient setting. South Texas Health System ER McCall is a full-service emergency room and treats life-threatening injuries and chest pain in addition to minor, but urgent issues. Radiology and lab equipment are available on-site and outpatient services are also available.

Helpful Links:

- Athletic Physicals for $10
- Emergency Services
- Outpatient Services
- Accepted Insurance Plans
Welcome To South Texas Health System
South Texas Health System is a hospital system including five acute and one behavioral hospital, serving the ... 1400 West Trenton Road, Edinburg, TX 78539.

Hospital Locations | South Texas Health System
South Texas Health System is one of the largest health systems in the Rio ... Hospital Locations Edinburg, TX 78539 Edinburg Regional Rehab Center

Contact Us | South Texas Health System
South Texas Health System 1400 W. Trenton Rd. Edinburg, TX 78539 956-388-6000 that are committed to providing high quality and safe care to our patients.

South Texas Health System Edinburg
When Greg Martin broke his arm and leg while skiing, he chose Edinburg for his ... South Texas Health System Edinburg is an accredited Chest Pain Center, ...

Phone Directory | South Texas Health System Edinburg
South Texas Health System Edinburg Phone Directory ... Intensive Care Unit 956-388-6150. Information Desk ... Pastoral Care/Chaplain 956-388-6634.

South Texas Health System - Home | Facebook
Rating: 4.2 out of 5 stars
South Texas Health System - 1400 W Trenton Rd, Edinburg, Texas 78539 - Rated 4 based on 21 Reviews 'STHS Freestanding in Mission on Saturday The sign.'

South Texas Health System Children's | Edinburg, TX
South Texas Health System Children's is a 107-bed hospital that features trained pediatric specialists, a pediatric emergency department and more.

South Texas Health System McAllen Hospital in McAllen TX
South Texas Health System McAllen is a 441-bed hospital in McAllen, TX, featuring a designated advanced Level III Trauma Center and certified Primary Stroke ...
South Texas Health System Edinburg provides emergency care for adults with advanced medical technology and dedicated doctors, emergency care nurses and other professionals. You can rely on South Texas Health System Edinburg for quality emergency care 24 hours a day. The hospital is an accredited Chest Pain Center, a certified Primary Stroke Center and a Level IV Trauma Center.

1102 West Trenton Road
Edinburg, TX 78539
Phone: (voice) 956-388-6000

RESERVE VISIT (https://www.edinburgregional.com/services/emergency-care/er-reserve)

DIRECTIONS: (https://www.google.com/maps/dir/current_location/1102+west+trenton+road+edinburg+tx+78539)
OPPORTUNITY INDEX: 5 MILE RADIUS
University of Texas Rio Grande Valley

Hanss Mujica, a UTRGV alumnus and PSJA Memorial folklorico teacher, has been involved in the UTRGV Ballet Folklorico for about seven years. In the time, the ...

Online Programs
Online Programs. The University of Texas Rio Grande Valley offers ...

Academics
Undergraduate Programs - Graduate Programs - Colleges

Admissions
Learn More About Admissions at UTRGV. At UTRGV, we're ...

More results from utrgv.edu »

University of Texas Rio Grande Valley - Wikipedia
The University of Texas Rio Grande Valley (UTRGV) is a public research university with multiple campuses throughout the Rio Grande Valley region of Texas and is a member of the University of Texas System. Wikipedia

Arg cost after aid
$4,192 43%
Graduation rate
Acceptance rate
64%

Graduation rate is for first-time, full-time students. Learn more

Address: 1201 W University Dr, Edinburg, TX 78539
Phone: (956) 203-0500
Undergraduate enrollment: 23,932 (2016-17)

Profiles
Facebook
LinkedIn
Twitter

Notable alumni
Lucious Jackson
William F. Garrison
Rubén Hinojosa

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

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

You can also review the [General Education Core](https://www.utrgv.edu/en-us/academics/undergraduate/index.htm#item9).

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

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

**Robert C. Vackar College of Business and Entrepreneurship**

*Bachelor Degrees*

- Accountancy (BBA)
- Economics (BA) and (BBA)
  - Economics (BA)
  - Economics (BBA)
- Entrepreneurship and Innovation (BBA)
- Finance (BBA)
- Hospitality and Tourism Management (BS)
- Information Systems (BBA)
- International Business (BBA)
- Management (BBA)
- Marketing (BBA)
- Materials Management and Logistics (BS)
College of Education and P-16 Integration

*Bachelor Degrees*

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

*Minors*

College of Engineering and Computer Science

*Bachelor Degrees*

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

*Minors*

*Certificates*

College of Fine Arts

*Bachelor Degrees*

- Art (BFA) and (BA)
  - Art (Graphic Design) BFA
  - Art (Studio Art) BFA
  - Art (Latin American Art) BA
  - Art (Teacher Certification) BA
- Dance (BA) and (BFA)
  - Dance (BFA)
  - Dance (Teacher Certification) BA
- Music (Teacher Certification) BM
- Performance (BM)
- Theater (BA)
- Theatre
- Theatre (Teacher Certification)

*Minors*

*Certificates*

College of Health Professions

*Bachelor Degrees*
- Addiction Studies (BS)
- Biomedical Sciences (BS)
- Clinical Laboratory Sciences (BS)
- Communication Sciences and Disorders (BS)
- Exercise Science (BS)
- Health (BS)
  - Health
  - Health (Teacher Certification)

▶ Minors

Honors College

Minors

- Honors Program Track 1
- Honors Program Track 2
- Honors Program Track 3

College of Liberal Arts

Bachelor Degrees

- Anthropology (BA)
  - Anthropology
  - Anthropology (Archaeology)
  - Anthropology (Global Health and Migration)
- Communication Studies (BA)
  - Communication Studies
  - Communication Studies (Teacher Certification)
- Criminal Justice (BSCJ)
- English (BA)
  - English
  - English (Teacher Certification)
- History (BA)
  - History
  - History (Teacher Certification)
- Mass Communication (BA)
  - Mass Communication
  - Mass Communication (Teacher Certification)
- Mexican American Studies (BA)
- Multidisciplinary Studies (BMS)
- Philosophy (BA)
- Political Science (BA)
- Psychology (BS)
- Social Studies Composite (BA)
  - Social Studies Composite
  - Social Studies Composite (Teacher Certification)
- Sociology (BA)
- Spanish (BA)
  - Spanish
  - Spanish (Teacher Certification)
- Spanish Translation and Interpreting (BA)

▶ Minors

Certificates
College of Sciences

Bachelor Degrees

- Biology (BS)
  - Biology (Focus in Biological Science)
  - Biology (Focus in Biology with Minor)
  - Biology (Teacher Certification with Focus in Life Sciences)
- Chemistry (BS)
  - Chemistry
  - Chemistry (Teacher Certification)
- Environmental Sciences (BS)
- Interdisciplinary Studies (BIS)
  - Life Science (Teacher Certification)
  - Mathematics (Teacher Certification)
- Marine Biology (BS)
- Mathematics (BS)
  - Mathematics Certification
- Physics (BS)
  - Physics
  - Physics (Teacher Certification)
- Statistics (BS)
  - Sustainable Agriculture and Food Systems (BS)

Minors

Certificates

School of Nursing

Bachelor Degrees

- Nursing (BSN)
  - Nursing (Generics)
  - Nursing (RN – BSN)

School of Social Work

Bachelor Degrees

- Social Work (BSW)
# Higher Education Data

## Public Universities

Download the Excel Version

<table>
<thead>
<tr>
<th>Institution</th>
<th>Administrative Officer</th>
<th>Main Telephone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Angelo State University</td>
<td>Brain J. May President</td>
<td>(325) 942-2073</td>
</tr>
<tr>
<td>Lamar University</td>
<td>Kenneth Evans</td>
<td>(409) 880-7011</td>
</tr>
<tr>
<td>Midwestern State University</td>
<td>Suzanne Shipley</td>
<td>(940) 397-4000</td>
</tr>
<tr>
<td>Prairie View A&amp;M University</td>
<td>Ruth J. Simmons</td>
<td>(936) 857-3311</td>
</tr>
<tr>
<td>Sam Houston State University</td>
<td>Dana G. Hoyt President</td>
<td>(866) 294-1111</td>
</tr>
<tr>
<td>Stephen F. Austin State University</td>
<td>Steve Westbrook</td>
<td>(936) 468-2011</td>
</tr>
<tr>
<td>Sul Ross State University</td>
<td>William (Bill) Kiker</td>
<td>(432) 837-8011</td>
</tr>
<tr>
<td>Sul Ross State University Rio Grande College</td>
<td>William (Bill) Kiker</td>
<td>(830) 278-3339</td>
</tr>
<tr>
<td>Tarleton State University</td>
<td>James Hurley President</td>
<td>(254) 988-9000</td>
</tr>
<tr>
<td>Texas A&amp;M International University</td>
<td>Pablo Arenas President</td>
<td>(956) 326-2001</td>
</tr>
<tr>
<td>Texas A&amp;M University</td>
<td>Michael K. Young</td>
<td>(979) 845-3211</td>
</tr>
<tr>
<td>Texas A&amp;M University at Galveston</td>
<td>Col. Michael E. Fassum</td>
<td>(877) 322-4443</td>
</tr>
<tr>
<td>Texas A&amp;M University System</td>
<td>John Sharp Chancellor</td>
<td>(979) 458-6000</td>
</tr>
<tr>
<td>Texas A&amp;M University-Central Texas</td>
<td>Marc Nigliazzo President</td>
<td>(254) 519-5400</td>
</tr>
<tr>
<td>Texas A&amp;M University-Commerce</td>
<td>Mark Rudin President</td>
<td>(903) 896-5014</td>
</tr>
<tr>
<td>Texas A&amp;M University-Corpus Christi</td>
<td>Kelly M. Quamtris</td>
<td>(361) 825-5700</td>
</tr>
<tr>
<td>Texas A&amp;M University-Kingsville</td>
<td>Mark A. Hussey</td>
<td>(361) 593-3207</td>
</tr>
<tr>
<td>Texas A&amp;M University-San Antonio</td>
<td>Cynthia Teniente-Matson</td>
<td>(210) 932-6299</td>
</tr>
<tr>
<td>Texas A&amp;M University-Texarkana</td>
<td>Emily F. Culler</td>
<td>(903) 223-3000</td>
</tr>
<tr>
<td>Texas Southern University</td>
<td>Austin A. Lane</td>
<td>(713) 313-7011</td>
</tr>
<tr>
<td>Texas State University</td>
<td>Denise Taull President</td>
<td>(512) 245-2111</td>
</tr>
<tr>
<td>Texas State University System</td>
<td>Brian McCall</td>
<td>(512) 245-2111</td>
</tr>
<tr>
<td>Texas Tech University</td>
<td>Lawrence Schwartzman</td>
<td>(806) 742-2011</td>
</tr>
<tr>
<td>University</td>
<td>Address</td>
<td>President</td>
</tr>
<tr>
<td>------------------------------------------------</td>
<td>----------------------------------</td>
<td>---------------------------</td>
</tr>
<tr>
<td>Texas Tech University System</td>
<td>P.O. Box 42013, Lubbock, TX 79409</td>
<td>Todd L. Mitchell, Chancellor</td>
</tr>
<tr>
<td>Texas Woman's University</td>
<td>304 Administration Drive, Denton, TX 76204-5589</td>
<td>Carrie M. Feyten, Chancellor/President</td>
</tr>
<tr>
<td>The University of Texas at Arlington</td>
<td>701 S. Reddenman Drive, Arlington, TX 76019</td>
<td>Vistasp M. Karimi, President</td>
</tr>
<tr>
<td>The University of Texas at Austin</td>
<td>University Station, Austin, TX 78712</td>
<td>Gregory L. Fenves, President</td>
</tr>
<tr>
<td>The University of Texas at Dallas</td>
<td>800 West Campus Road, Richardson, TX 75080-3021</td>
<td>Richard C. Benson, President</td>
</tr>
<tr>
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<tr>
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<td>Taylor Eighmy, President</td>
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<td>Michael V. Tidwell, President</td>
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<tr>
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<td>4901 East University Drive, Odessa, TX 79762</td>
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<td>The University of Texas Rio Grande Valley</td>
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<td>James McFadden, Chancellor</td>
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<td>2700 Bay Area Boulevard, Houston, TX 77058-1098</td>
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<td>1320 Main Street, Houston, TX 77002</td>
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<td>University of Houston-Victoria</td>
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<td>Neal J. Smatresk, President</td>
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<td>Lisa Ross, Chancellor</td>
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<td>UNT Dallas College of Law</td>
<td>1901 Main Street, Dallas, TX 75201</td>
<td>Royal Furgason, Dean</td>
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<tr>
<td>West Texas A&amp;M University</td>
<td>2501 14th Avenue, Canyon, TX 79016</td>
<td>Walter Wendler, President</td>
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Bachelor's of Applied Technology & Science Programs

South Texas College is one of only three community colleges approved by the Texas Higher Education Coordinating Board to offer Bachelor's degrees. South Texas College currently offers three Bachelor’s of Applied Technology degrees and a Bachelor’s of Applied Science Degree. Applied technology and science means we link education with hands-on, real world experience. You will learn theory and practice from the nation’s top industry leaders and innovators, who weave professional experiences and firsthand knowledge into an academically rigorous curriculum. Each of our programs is backed by an advisory board, which provides valuable insight from stakeholders in the industry. Come visit South Texas College today and let one of our program chairs help put your career plans on the right path.

Degree Plans

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Computer & Information Technologies

The ever changing and rapidly growing computer industry has placed a demand for skilled computer professionals on today's job market. By attaining a Bachelor’s of Applied Technology in Computer & Information Technologies from South Texas College, you could be well on your way to landing a career with small or large businesses of all kinds, government agencies, school districts and colleges, hospitals and health care agencies or anywhere there is a need for computer-based information systems.

Technology Management

Be among the elite candidates in today’s competitive job market with a Bachelor's of Applied Technology in Technology Management from South Texas College. This program will educate, train and develop supervisors for successful businesses through a curriculum that balances technology and management. Graduates of this program will join other STC alumni who have become effective managers and
### Public Community College Districts

**Download the Excel Version**

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<tr>
<th>Institution</th>
<th>Administrative Officer</th>
<th>Main Telephone</th>
</tr>
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<tbody>
<tr>
<td>Alamo Colleges District</td>
<td>Mike Flores</td>
<td>(210) 485-0000</td>
</tr>
<tr>
<td>Alamo Community College - Northeast Lakeview College</td>
<td>Veronica Garcia</td>
<td>(210) 485-0000</td>
</tr>
<tr>
<td>Alamo Community College - Northwest Vista College</td>
<td>Ric Baser</td>
<td>(210) 486-4900</td>
</tr>
<tr>
<td>Alamo Community College - Palio Alto College</td>
<td>Robert Garza</td>
<td>(210) 486-3880</td>
</tr>
<tr>
<td>Alamo Community College - San Antonio College</td>
<td>Robert Vela</td>
<td>(210) 486-0959</td>
</tr>
<tr>
<td>Alamo Community College - St. John's College</td>
<td>Adan Lopez</td>
<td>(210) 486-2900</td>
</tr>
<tr>
<td>Alvin Community College</td>
<td>Christ Albrecht</td>
<td>(281) 766-3500</td>
</tr>
<tr>
<td>Amarillo College</td>
<td>Russell Lowary-Hart</td>
<td>(806) 371-8000</td>
</tr>
<tr>
<td>Angelina College</td>
<td>Michael Simon</td>
<td>(936) 699-1301</td>
</tr>
<tr>
<td>Austin Community College</td>
<td>Richard Rhodes</td>
<td>(512) 223-7000</td>
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<tr>
<td>Brazosport College</td>
<td>Mary Hensley</td>
<td>(979) 830-4000</td>
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<tr>
<td>Brazosport College</td>
<td>Millicent Vailak</td>
<td>(979) 230-3000</td>
</tr>
<tr>
<td>Central Texas College</td>
<td>Jim Yeonopoulos</td>
<td>(254) 526-7161</td>
</tr>
<tr>
<td>Cisco College</td>
<td>Thad Anglin</td>
<td>(254) 442-5000</td>
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<tr>
<td>Clarendon College</td>
<td>Texas B. Buckhaults</td>
<td>(254) 874-3517</td>
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<tr>
<td>Coastal Bend College</td>
<td>Justin Hoggard</td>
<td>(361) 358-2838</td>
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<tr>
<td>College of the Mainland Community College District</td>
<td>Warren Nichols</td>
<td>(409) 938-1211</td>
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<tr>
<td>Collin County Community College District</td>
<td>H. Neil Matkin</td>
<td>(972) 758-3801</td>
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<tr>
<td>Dallas County Community College - Brookhaven College</td>
<td>Linda Braddy</td>
<td>(972) 860-4000</td>
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<td>Joe Seabrooks</td>
<td>(972) 860-8200</td>
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<tr>
<td>Dallas County Community College - Eastfield College</td>
<td>Eddie Tealer</td>
<td>(972) 860-7001</td>
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<tr>
<td>Dallas County Community College - El Centro College</td>
<td>Jose Adames</td>
<td>(214) 860-2000</td>
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<td>Dallas County Community College - Mountain View</td>
<td>Beatrix Joseph</td>
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<tr>
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<td>Christa Slieko</td>
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<tr>
<td>College - Richland</td>
<td>Kay Eggleston</td>
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<td>Pamela Boehm</td>
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<td>Margaret Ford Fisher</td>
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<tr>
<td>Tarleton State University</td>
<td>Stephenville</td>
<td>George H. Atwood</td>
<td>(254) 962-1200</td>
</tr>
<tr>
<td>Texas A&amp;M University College of Law</td>
<td>College Station</td>
<td>Mary L. Bond</td>
<td>(979) 845-2199</td>
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<tr>
<td>Texas A&amp;M University College of Science</td>
<td>College Station</td>
<td>John R. Allen</td>
<td>(979) 845-2199</td>
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<tr>
<td>Texas Tech University</td>
<td>Lubbock</td>
<td>R. Gerald Ford</td>
<td>(915) 843-2200</td>
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<tr>
<td>University of Houston</td>
<td>Houston</td>
<td>Scott Atwood</td>
<td>(713) 743-2000</td>
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<tr>
<td>University of the Arts</td>
<td>Houston</td>
<td>James M. Henderson</td>
<td>(713) 743-2000</td>
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<td>University of Texas at San Antonio</td>
<td>San Antonio</td>
<td>William E. Powers</td>
<td>(210) 826-2700</td>
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<tr>
<td>University of Texas at Dallas</td>
<td>Dallas</td>
<td>David W. Kinney</td>
<td>(214) 768-2700</td>
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<tr>
<td>University of Texas at El Paso</td>
<td>El Paso</td>
<td>Michael J. Sadowski</td>
<td>(915) 743-2700</td>
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<td>Charles W. Wilson</td>
<td>(432) 682-2300</td>
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<td>John H. Petersen</td>
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<td>Mark A. Schuster</td>
<td>(210) 521-2000</td>
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<td>John D. Clark</td>
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<td>University of Texas at Waco</td>
<td>Waco</td>
<td>William E. J. Hill</td>
<td>(254) 758-2700</td>
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<td>University of Texas at Wise</td>
<td>Fort Worth</td>
<td>Jane C. Tatum</td>
<td>(817) 252-2700</td>
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ADDITIONAL OPPORTUNITY INDEX ASSETS
Educational Attainment Data (§11.9(c)(5) of the 2020 Qualified Allocation Plan)

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

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<td>2952</td>
<td>1072</td>
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</table>
FIND A MEAL

Are you looking for a meal provider in your area?

With our Find a Meal search tool you can simply:

1. Choose whether you'd like to search for Congregate Meals (meals that can be picked up at a central location near you) or Home Delivered Meals (meals that come right to your front door).
2. Enter your zip code.

SEARCH FOR DELIVERED MEALS  SEARCH FOR CONGREGATE MEALS

ENTER ZIP CODE

78539

ORGANIZATION  COUNTIES SERVED  WEBSITE  PHONE NUMBER  HOW TEXAS MEMBER
Amigos Del Valle, Inc.  Hidalgo, Willacy, Cameron  www.advgv.org  (956) 213-9400  Yes

WHO WE ARE
History & Structure
Committees
Leadership

STAY INFORMED
Contact Us
Sign Up for our Newsletter
Upcoming Events

TAKE ACTION
Donate
Advocate

MEALS ON WHEELS TEXAS IS A 501(C)(3) NONPROFIT AND MEALS ON WHEELS ASSOCIATION OF TEXAS IS A 501(C)(3) NONPROFIT BOTH RECOGNIZED BY THE IRS

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We are here to Help Our Community

Our Mission

The Mission of Amigos Del Valle, Inc. is to positively impact the quality of life in the Rio Grande Valley of South Texas through the provision of diversified and effective human services, community development activities and advocacy, which are directed to low income families; and with special emphasis in assisting the elder population to maintain active, healthy and independent lives.

History

In its Forty-one (41) years of existence, ADV has assisted approximately 98,881 unduplicated seniors through provision of 14,577,946 congregate meals; 10,204,852 home delivered meals; 4,403,627 One-way transportation trips; and 533 subsidized rental housing apartments through ADV’s HUD section 202 developments. Without the dedicated hard work of over 400 senior volunteers, who provide over 82,000 man hours of volunteer work on an annual basis, ADV would not have been able to impact positively on the lives of such seniors during its forty-one years of existence.

Our Resume

Amigos Del Valle, Inc., (ADV) was officially chartered on October 4, 1974 as a private non-profit organization under the State of Texas Non-Profit Corporation Act. In 1975, ADV received its tax-exempt status under Section 501(c)(3) of the Internal Revenue Code. ADV is a consortium of county and city governmental entities that was created to provide nutrition, transportation, and housing services to seniors of Cameron, Hidalgo, and Willacy Counties of South Texas to assist such population to continue to live as healthy, productive, independent, and self-sufficient lives as possible.

ADV is recognized as the largest and most enduring non-profit resource senior service, Elderly Supportive Housing service and home meal delivery service provier of the Rio Grande Valley of South Texas.

Whether it’s senior meals preparation or the home delivery meal program, affordable housing program, fundraising, and administrative support program, ADV continues to help seniors remain independent members of society, maintain their health and live their lives with dignity.
How to Apply

SENIOR LUNCH PROGRAM

Who is eligible? Rio Grande Valley seniors (60 years or older) and adults with disabilities (18 – 59 years old) are invited to join us for lunch at locations across the Valley. Click here to learn more and see a full list of locations.

WELLNESS PROGRAMS

Who is eligible? Amigos Del Valle’s Wellness Programs are available to residents of the Rio Grande Valley, who qualify based on a primary diagnosis and symptoms. Eligible diagnoses include:

- Autoimmune disease (e.g. Lupus)
- Cancer, active diagnosis
- Chronic Obstructive Pulmonary Disease (COPD)
- Congestive Heart Failure (CHF)
- Coronary Artery Disease
- End-stage renal Disease (ESRD)
- Diabetes
- End-stage Liver Disease (ESLD)
- Hepatitis C
- HIV/AIDS
- Lou Gehrig’s disease (ALS)
- Multiple Sclerosis
- Serious Neurologic Condition/Stroke/Parkinson’s
- Recent Major Surgery

APPLICATION FORM

IMPORTANT: THE APPLICATION FORM MUST BE FILLED OUT COMPLETELY IN ORDER TO BE CONSIDERED FOR SERVICES.

Please print this Application Form and have your doctor fill it out. This form is in PDF format and requires Adobe Acrobat Reader. Click here to download Reader for free if you don’t already have it installed in your computer.

CLICK HERE FOR LOCATIONS, HOURS, DIRECTIONS.
We are here to Help Our Community
How Can We Help You?

Nutrition Center Managers strive to offer superior customer service with a friendly smile and a positive attitude on each and every visit to all of our Senior Centers and Housing Project sites as well as our Satellite Centers to each and every participant and tenant which includes the public as well. Amigos Del Valle, Inc. (ADV) prides itself on product knowledge and makes every effort to provide the best available services on the daily nourishment meals for our Senior citizens throughout the Hidalgo, Cameron, Willacy and Starr Counties.

Our Nutrition Centers

BROWNSVILLE CENTER
Sr.Ctr.Mgr: Yolanda Garza
455 El Paso Rd.
Brownsville, TX 78520
Tel: (956) 545-0379
Email: Casa1nutrition@advrgv.org

MCALLEN CENTER
Sr.Ctr.Mgr: Irene Garcia
1100 E. Dallas St.
McAllen, TX 78501
Tel: (956)-627-6540
Fax: (956) 668-0391
Email: Casa2nutrition@advrgv.org

HARLINGEN CENTER
402 N. New Hampshire Street
Harlingen, Texas 78550
Sr.Ctr.Mgr.: Maria H. Ramirez
Tel: (956) 428-4456
Fax: (956) 423-3478
Email: casa3nutrition@advrgv.org

RAYMONDVILLE CENTER
146 E. FM 3168
Raymondville, Texas 78580
Sr.Ctr.Mgr.: Edelmira Barajas
Tel. (956) 689-2354
Fax: (956)689-1579
Email: Casa4nutrition@advrgv.org

WESLACO CENTER
1200 E. 6th Street
Weslaco, Texas 78596
Sr.Ctr.Mgr.: Nuria Aguilar
Tel: (956) 968-6423
Email: Casa5nutrition@advrgv.org

MERCEDES CENTER
334 E. 5th Street
Mercedes, Texas 78570
Sr.Ctr.Mgr.: Adabel Zuniga
Tel. & Fax: (956) 565-0011
Email: Casa6nutrition@advrgv.org

BROWNSVILLE CENTER
2575 Russell Drive
Brownsville, Texas 78520
Senior Center Mgr.: Irma Sanchez
Tel: (956) 541-2711
Fax: (956) 550-8450
Email: Casa8nutrition@advrgv.org

MISSION CENTER
Sr.Ctr.Mgr.: Ruth Barranco
1303 Matamoros St.
Mission, Texas 78572
Phone: (956) 585-7562
Fax: (956) 584-7090
Email: Casa9nutrition@advrgv.org

EDINBURG CENTER
Sr.Ctr.Mgr: Maria M. Garcia
1210 E Kuhn St.
Edinburg, Texas 78539
Phone: (956) 383-0302
Email: edinburgcenter@advrgv.org

advrgv.org/adv-nutrition-centers/
CENTRAL KITCHENS RIO GRANDE

RIO GRANDE CENTER
Kitchen Mgr.: Yesenia Alanz
304 N. Avasolo St.
Rio Grande, Texas 78582
Phone: (956) 317-1748
Fax: (956) 263-1988
Email: yalaniz@advrgv.org

RIO GRANDE CENTER
HMD Coordinator: Yvette Gaytan
304 N. Avasolo St.
Rio Grande, Texas 78582
Phone: (956) 263-1988
Fax: (956) 263-1988
Email: ygaytan@advrgv.org

SAN BENITO
C.K. Director: Jose Nieto
970 Anzalduas
San Benito, Tx. 78586
Phone: (956) 399-6731
Fax: (956) 399-5526
Email: jmnieto@advrgv.org

SAN BENITO
C.K. Clerk: Reynaldo Cantu
970 Anzalduas
San Benito, Tx. 78586
Phone: (956) 399-6731
Fax: (956) 399-5526
Email: rcantu@advrgv.org

SATELLITES

Alta Vista Center
303 W. 6th St.
Weslaco, TX 78596
Sr. Center Mgr.: Terri Balli
Tel: (956) 351-5731
Fax: (956) 351-5734
Email: altavistamanager@gmail.com

Alton Center
289 W. Dawes Street
Alton, Texas 78572
Sr.Ctr.Mgr.: Rosalba Cantu
Tel: (956) 581-4851
Fax: (956) 519-3616
Email: R.Cantu@alton-tx.com

Edinburg Towers
Rosie Briseno, Manager
201 N. 13th Street
Edinburg, Texas 78541
Phone: (956) 383-1124
Fax: (956) 380-6308
Email: edinburg@uahmgmt.com
La Joya Center  
924 S. Leo Street  
La Joya, Texas 78560  
Sr. Ctr. Mgr.: Teresa Vela  
Tel: (956) 585-7672  
Fax: (956) 580-7025  
Email: t.vela@cityoflajoya.com

Lark Community Center  
2601 Lark Avenue  
McAllen, Texas 78504  
Sr. Ctr. Mgr.: Jesse Franco  
Tel: (956) 681-3340  
Fax: (956) 681-3345  
Email: dmeline@mcallen.net

Las Palmas Community Center  
1921 N. 25th Street  
McAllen, Texas 78501  
Sr. Ctr. Mgr.: Interim Sr. Mgr. Kristyna Mandas  
Liason/ Home Meal Deliverer: Ricardo Ponce  
Tel: (956)681-3350  
Fax: (956) 681-3359  
Email: sgarcia@mcallen.net

Los Fresnos Senior Center  
204 N. Brazil Street  
Los Fresnos, Texas 78566  
Sr. Ctr. Mgr.: Lupita S. Garcia  
Tel: (956) 233-4350

Palm Plaza Senior Center  
810 Mayberry Street  
Mission, Texas 78572  
Sr. Ctr. Mgr.: Velda Wuestenhagen  
Tel: (956) 585-6296

Palm View Senior Center  
3401 Jordan Road  
McAllen, Texas 78503  
Sr. Ctr. Mgr.: Marcello Langoni  
Tel: (956) 681-3360  
Fax: (956)681-3355  
Email: jfriano@mcallen.net

Port Isabel Center  
213 Yturria Street  
Port Isabel, Texas 78578  
Sr. Ctr. Mgr.: Janie Villarreal  
Tel: (956) 943-1822 / 943-9991  
Fax: (956) 943-4638  
Email: czamora@copibx.com

Rio Hondo Senior Center  
121 N. Arroyo Street  
Rio Hondo, Texas 78583  
Sr. Ctr. Mgr.: Maria Turner  
Tel: (956) 748-3082  
Fax: (956) 748-4394  
Email: cfarias@riohondo.us

Santa Rosa Senior Center Program  
Sr. Ctr. Mgr.: Carlos Ochoa  
513 N. FM 506  
Santa Rosa, Texas 78593  
Phone & Fax: (956) 636-1113  
Email: cochoa@cityofsantarosatx.com

Los Indios Senior Center  
309 E. Heywood  
Los Indios, TX 78567  
Contact: Denise Guzman  
Tel: (956) 399-4255  
Fax: (956) 399-4582  
Email: deniseguzman@gmail.com

San Benito Senior Center  
100 Cornejo Drive  
San Benito, TX 78586  
Sr. Ctr. Mgr.: Elisa Ramon  
Phone: (956) 276-9195

SATELLITES

Administration Office  
4138 Crosspoint Blvd.  
Edinburg TX 78539  
Tel: (956) 213-9400  
Fax: (956) 213-8119

advrgv.org/adv-nutrition-centers/
Accountability Rating Summary

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<th>Component</th>
<th>Score</th>
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<tbody>
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<tr>
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<td>Graduation Rate</td>
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<td>School Progress</td>
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Identification of Schools for Improvement

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

Distinction Designations

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

**2019 Accountability Ratings Overall Summary**

**ROBERT R VELA H S (108904006) - EDINBURG CISD**

#### Accountability Rating Summary

<table>
<thead>
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<th>Component</th>
<th>Score</th>
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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

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<td>Science</td>
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<td>Postsecondary Readiness</td>
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Avanti West - Approximate Site Location
EVIDENCE OF UNDERSERVED AREA
Avanti West, LP is electing 4 points under 11.9(c)(5)(C) of the 2020 Qualified Allocation Plan for Avanti West as a development in an Underserved Area. The proposed Development Site is located entirely within a census tract (#48215023902) which has not received an award or HTC allocation for a development within the past 30 years according to the Department's property inventory tab of the Site Demographic Characteristics Report. Please accept this certification, the census tract map included within Tab 8 and the map below as evidence to meet 11.9(c)(5)(C) of the 2020 Qualified Allocation Plan.
The 2020 Qualified Census Tracts (QCTs) and Difficult Development Areas (DDAs) are effective January 1, 2020. The 2020 designations use data from the 2010 Decennial census and three releases of 5-year tabulations from the American Community Survey (ACS): 2010-2014, 2011-2015, and 2012-2016. The designation methodology is explained in the federal Register notice published September 25, 2019.
# Avanti West (20179)

Census Tract 48210023902

<table>
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<tr>
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This is a standardized representation of the data in the image. The table includes rows and columns with specific information about the census tract. The data is presented in a clear and organized manner, making it easy to read and understand.
PROXIMITY TO JOB AREAS
You can enter up to 10 GPS Coordinate pairs to form a set of points, a line or a polygon.
Counts and Density of Primary Jobs in Work Selection Area in 2017

All Workers

Map Legend

Job Density [Jobs/Sq. Mile]
- 5 - 535
- 536 - 2,125
- 2,126 - 4,777
- 4,778 - 8,488
- 8,489 - 13,261

Job Count [Jobs/Census Block]
- 1 - 7
- 8 - 104
- 105 - 522
- 523 - 1,649
- 1,650 - 4,025

Selection Areas
- Analysis Selection

Approximate Site of Avanti West

Coordinates Used:
Latitude: 26.260833, Longitude: -98.205758
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>
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<tr>
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<td>Count</td>
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### Additional Information

#### Analysis Settings

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<td>Job Type</td>
<td>Primary Jobs</td>
</tr>
<tr>
<td>Labor Market Segment</td>
<td>All Workers</td>
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<tr>
<td>Selection Area</td>
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### Data Sources


### Notes

1. Race, Ethnicity, Educational Attainment, and Sex statistics are beta release results and are not available before 2009.
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- 1,650 - 4,025

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

<table>
<thead>
<tr>
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<th>Count</th>
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<tr>
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2017
### Analysis Settings

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OnTheMap Help and Documentation

Release Schedule


Download Version 7 Raw Data (data/loodes7/...)

OnTheMap Help and Documentation - Longitudinal Employer-Household Dynamics

Finding Data

Quick Facts
American FactFinder
Interactive Maps
Training & Workshops
Data Tutorials
Developers
Catalogs
Publications

Business & Industry

Help With Your Forms
Economic Indicators
Economic Census
R&D Codes
NAICS
Survey of Business Owners

People & Households

2020 Census
2010 Census
Income
Poverty
Population Projections
Housing
Genetics

Special Topics

Advisors, Centers and Research Programs
Tribal Resources (AIR)
Tribal Affairs
Emergency Preparedness
Special Census Program

Newswire

News Releases
Release Schedule
Facts for Features
Stats at a Glance

About Us

Frequently Asked Questions

FAqs & Bugs

About the Application

What is OnTheMap?
Major Enhancements
Release Schedule
Map and Terms
System Requirements

About the Data

Data Sources
Geographic Data Sources
Download the Data

Tutorials

Getting Started/Overview
Analysis Guides
More Tutorials

Download Version 7 Raw Data (data/loodes7/...)


https://lehd.ces.census.gov/applications/help/onthemap.html#release_schedule
DECLARED DISASTER AREA
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READINESS TO PROCEED
# 2020 FEMA Declared Disaster Areas

Counties Eligible under

§11.9(d)(8) of the 2020 QAP

Readiness to Proceed in Disaster Impacted Counties

As of January 22, 2020

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<td>Jasper</td>
<td>Nueces</td>
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</table>
Owner Certification

I, Enrique Flores, certify that the fully execute the construction contract and all financing will be in place on or before the end of November as required by §11.9(c)(8) of the QAP. The undersigned further certifies that he/she has the authority to execute this certification.

Avanti West, LP.

Applicant Entity Name

By: 

Signature of Authorized Representative

Enrique Flores, IV

Printed Name

Authorized Representative

Title

Date

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

Enrique Flores

(Personalized Seal)

K. DASHELLE GROODY

Notary Public, State of Texas
Comm. Expires 04-01-2020
Notary ID 130604318

K. Dashee Groody, Notary Public

Notary Public, State of Texas

County of Travis

My Commission Expires: 4/1/2020

Date

Avanti West, LP
8500 Shoal Creek Blvd, Bldg. 4, Ste. 208, Austin, TX 78757
Phone – (512) 982-1342 | Fax – (512) 900-2860
contact@madhousedevelopment.net
I, Enrique Flores, certify that the appropriate zoning will be in place on or before the award date as required by §11.9(c)(8) of the QAP. The undersigned further certifies that he/she has the authority to execute this certification.

Avanti West, LP:
Applicant Entity Name

By:
Signature of Authorized Representative
Enrique Flores, IV
Printed Name
Authorized Representative

Title
2/24/2020
Date

Sworn to and subscribed before me on the 24th day of February, 2020.

Enrique Flores
(Personalized Seal)

K. Dashelle Groody
Notary Public Signature

Notary Public, State of Texas

County of Travis

My Commission Expires: 4/1/2020

Date

K. DASHELLE GROODY
Notary Public, State of Texas
Comm. Expires 04-01-2020
Notary ID 130604318
### Rezoning Timeline

#### Avanti West (20179)

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<th>Year Months</th>
<th>2020</th>
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<tr>
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<td>1/9/20 - 2/27/20</td>
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<td>TDHCA Full App</td>
<td>2/28/20 - 7/23/20</td>
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<td>TDHCA Awards</td>
<td>7/23/20</td>
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**Zoning Verification Letters Requested:**
- X

**Zoning Application Submitted/Received by City:**
- X

**Rezoning Case Review Option 1:**
- P&Z Meeting: 4/14
- City Commission: 5/5
- Rezoning Approved: 5/5

**Rezoning Case Review Option 2:**
- P&Z Meeting: 5/12
- City Commission: 6/2
- Rezoning Approved: 6/2

**Rezoning Case Review Option 3:**
- P&Z Meeting: 6/9
- City Commission: 7/7
- Rezoning Approved: 7/7

**Rezoning Case Review Option 4:**
- P&Z Meeting: 7/14
- City Commission: 7/21
- Rezoning Approved: 7/21

**Comments:** The table above suggest the various rezoning timeline options available to Avanti West, LP. All four options identified above would ensure that appropriate zoning will be in place at time of award, per section 11.9(c)(8). We are working closely with the City of Edinburg to determine the best option to meet our required deadline.
**REQUEST FOR RECEIPT**  
**CITY OF EDINBURG**  
**PLANNING AND ZONING DEPARTMENT**

**Date:** 2·21·2020  
**Name:** Enrique Flores  
**Phone No.:** #512·982·1340

<table>
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<tr>
<th>ACCOUNT NO.</th>
<th>ZNGAF</th>
<th>AMOUNT</th>
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</table>
| Special Use Permit (Child Care Facility) (Check One)  
Day Care Center (Renewal - $100.00) | $__________ |
| Licensed Child Care Home (New - $200.00) (Renewal - $50.00) | $__________ |
| Registered Family Home (New - $200.00) (Renewal - $50.00) | $__________ |
| Special Use Permit (Check One): Wireless Comm. Facilities Permit (Renewal - $500) | $__________ |
| On-Premise Consumption of Alcoholic Beverages (New - $300.00) (Renewal - $200.00) | $__________ |
| Temporary ($200) | $__________ |
| Other: | $__________ |

**Zoning Board of Adjustment:** ($450.00 per case)  

**Rezoning Request:** $400.00 (per case)  

**#3084**

**MADHOUSE DEVELOPMENT SERVICES INC**

City of Edinburg  

Application for zoning change - Avanti West  

1/29/2020 400.00

415 W UNIVERSITY DR  
EDINBURG, TX 78541  
956-386-1896

DATE : 2/21/2020 11:22 AM  
OPER : DLC  
TKBY : Diana De la Cruz  
TERM : 18  
REC# : R00959316

ZNGAF ZONING APPLICATION FEE  400.00  
ENRIQUE FLORES / REZONING REQUEST 400.00  

Paid By: ENRIQUE FLORES / REZONING REQUEST  
2-CHECK 400.00 REF:3086

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<td>400.00</td>
<td>400.00</td>
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Good afternoon Mrs. Flores,
Attached you will find the receipt for the zone change for Enrique Flores, It will be taken to Planning & Zoning Commission on April 14, 2020 at 4:00 a.m. and City County on May 5, 2020 at 6:00 p.m. If you have any questions please feel free to call or email. Thank you.
February 26, 2020

Avanti West, LP  
Henry Flores  
8500 Shoal Creek Blvd, Building 4 Suite 208  
Austin, Texas 78757  

Re: Avanti West  

Dear Henry,

CommunityBank of Texas (the "Bank") is pleased to provide the following term sheet for construction and permanent financing to Avanti West, LP (the "Borrower") for the development of Avanti West, a 72-unit family LIHTC project to be built in Edinburg, Texas. The proposed terms and conditions are as follows:

**Summary of Terms**

**Borrower:** Avanti West, LP  

**Guaranty:** Construction loan guaranty will be provided by H4 Development, Inc., Enrique Flores IV and related partnership entities. The General Contractor will provide full project Payment and Performance Bonds.  

**Project:** Avanti West  

**Credit Facility:** A) Construction loan of up to $13,413,000:  

- Priced at a variable rate of Prime Floating subject to a minimum all-in rate of 5.00% (floor of 5.00%)  
- 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 up to approximately $2,975,000 (amount also subject to investor approval) at an assumed underwriting rate of interest of 4.75%:

- Subject to final approval, the permanent loan rate will be locked at 4.75% fixed assuming a 35-year amortization.
- 18-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 pay off the loan 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. All project reserve accounts will be held at CommunityBank of Texas. It is expected that these reserve requirements will mirror the equity term sheet, but that any release provisions of operating reserve funds (aside from normal usage) will be subject to review and approval by Bank.

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) Construction loan amount will be based on LTV not to exceed 80% based on rent-restricted value plus value of the tax credits; 2) Permanent period LTV not to exceed 80% based on the appraisal’s identified decontrol value. Please note that the decontrol value determines the value of the property on a market rate basis (non-restricted) but adjusting the valuation for the mandated 3-year decontrol period if the property is taken back through foreclosure. The 3-year decontrol period is mandated by Section 42 requirements that tenants be given a maximum 3-year period to transition out of the property if it is converting to market rate due to the LURA being removed by Bank foreclosure. 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
- Subordination of deferred developer fee and other management fees collected by general partner or a 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.

Other Funds: The Bank acknowledges other anticipated project financing to include the following:
- City of Edinburg - $500

Tax Credit Equity: Tax credit investor and equity terms (including price and pay-in schedule) subject to Bank approval. Current model has RBC Capital Markets purchasing the tax credits at $0.91/tax credit, providing total equity of $13,648,635.

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 $218,756.

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 25, 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

Readiness to Proceed: We understand the Borrower is taking advantage of the Readiness to Proceed application points, and as such, provided the tax credits are awarded and accepted, this transaction will close on or before November 30, 2020.

To move forward on the terms and structure outlined above, the Borrower shall return a Borrower executed version of this term sheet to CommunityBank of Texas.
The attached 15-year pro forma was prepared by Avanti West, LP (Applicant) for Avanti West to be located in Edinburg, 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 Avanti West, LP 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. Henry, thank you for giving us the opportunity to consider financing for this project.

Sincerely,

CommunityBank of Texas, N.A.

By: ____________________________
Stephen W. Rose, Executive Vice President

Agreed to:

Avanti West, LP

By: ____________________________
By: Avanti West GP, LLC, its G.P.
By: H4 Development, Inc., its Sole Member
By: Enrique Flores, IV, Trustee
February 26th, 2020

Avanti West, LP
8500 Shoal Creek Blvd
Building 4, Suite 208
Austin, TX 78757
Attn: Henry Flores

Re: Avanti West, LP
Edinburg, TX

Dear Henry:

Thank you for providing us the opportunity to submit a proposal on Avanti West (the “Project”). This letter serves as our mutual understanding of the business terms regarding the acquisition of an ownership interest in Avanti West, LP a to-be-formed Texas limited partnership, or similar entity to be formed (the “Partnership”). RBC Community Investments, LLC, its successors and assigns (“RBC”) will acquire a 99.98% interest, and RBC Community Investments Manager II, Inc. (“RBC Manager”) will acquire a .01% interest (collectively, the “Interest”) in the Partnership.

1. **Project and Parties Involved.**

   (a) The Project, located in the City of Edinburg, State of Texas will consist of 72 apartment units. Within the Project 70 units will be occupied in compliance with the low-income housing tax credit (“LIHTC”) requirements of Section 42 of the Internal Revenue Code. The remaining 2 units will be market-rate.

   (b) The parties involved with the Project are as follows:

      (i) **General Partner.** The General Partner is Avanti West GP, LLC, a to-be-formed single purpose, taxable entity, which is owned 100% by H4 Development, Inc.

      (ii) **Developer.** The developer is Avanti West Development, LLC.

      (iii) **Guarantors.** Subject to RBC's review and approval of financial statements, the Guarantors are the Developer, H4 Development, Inc., Enrique Flores and other entities deemed necessary by RBC, on a joint and several basis.

2. **Purchase Price.** The Interest in the Partnership will be acquired for a total capital contribution of $13,648,635. This capital contribution is based on the Project receiving the tax credits described in Paragraph 3 and represents a price per tax credit dollar of $0.91. The capital contribution, subject to adjustments set forth in Paragraph 5 below, will be payable to the Partnership in installments as set forth on Exhibit A.

3. **LIHTC.** The Project anticipates receiving a reservation of 2020 LIHTC in the amount of $1,500,000 annually. The total LIHTC anticipated to be delivered to the Partnership is $15,000,000. The LIHTC will be available to the Partnership beginning in 2021.
4. **Funding Sources.** The purchase price is based upon the assumption that the Project will receive funding on the terms and conditions listed on Exhibit B.

5. **Adjustments.**

   (a) **Downward Capital Adjustment.** The amount of LIHTC to be allocated to RBC during the credit period (“Certified LIHTC”) will be determined promptly following receipt of cost certification from the accountant and Form 8609. If the Certified LIHTC is less than Projected LIHTC, RBC’s capital contributions will be reduced by an amount (the “Downward Capital Adjustment”) equal to the product of (i) $0.91 multiplied by (ii) the difference between Projected LIHTC and Certified LIHTC.

   (b) **Late Delivery Adjustment.** The amount of LIHTC allocated to RBC for 2022 will be determined at the time the Project is fully leased. If the amount of the LIHTC allocated to RBC for calendar year 2022 is less than the amounts shown in Paragraph 3, RBC’s capital contribution shall be reduced by an amount (the “Late Delivery Adjustment”) equal to the difference between the amount shown in Paragraph 3 (adjusted for any Downward Capital Adjustment) and the amount of the LIHTC allocated to RBC for calendar year 2022 less the present value (using a 10% discount rate) of the additional LIHTC projected to be received in 2032.

   (c) **Payment by General Partner.** If the Downward Capital Adjustment and the Late Delivery Adjustment exceed the total of all unfunded capital contributions, then the General Partner will make a payment to the Partnership equal to the amount of such excess, and the Partnership will immediately distribute such amount to RBC as a return of its capital contribution. Except to the extent otherwise stated herein, this payment will not give rise to any right as a loan or capital contribution or result in any increase in the General Partner’s capital account.

6. **General Partner and Guarantor Obligations.** In addition to Paragraph 5(c) above, the General Partner is responsible for items 6(a) through 6(f) below. Any amounts advanced by the General Partner will not be considered as loans or capital contributions reimbursable or repayable by the Partnership unless otherwise stated herein.

   (a) **Construction Completion.** The General Partner will guarantee construction completion in accordance with approved plans and specifications and will pay for any construction costs, costs to achieve permanent loan closing, repayment of all construction financing and costs necessary to fund reserves required to be funded at or before permanent loan closing.

   (b) **Operating Deficits.**

      (i) **Pre-Stabilization.** The General Partner will guarantee funding of operating deficits until the date (the “Stabilization Date”) which is the first day of the month following a 3-month period (such 3-month period to commence after the permanent loan closing) in which the Project has maintained an average 1.15 debt service coverage; and

      (ii) **Post-Stabilization.** Commencing with the Stabilization Date and continuing until the Release Date (defined below), the General Partner will guarantee funding of operating deficits in an amount equal to 6 months of operating expenses, debt service, and replacement reserves. Any funds paid by the General Partner under this Paragraph 6(b)(ii) shall be treated as an unsecured loan to the Partnership with interest at the rate of 0% per annum, to be repaid out of cash flow, refinancing, sale and liquidation proceeds as provided in Paragraph 9 hereof.

   The “Release Date” is the later of:

   (A) the fifth anniversary of the Stabilization Date,

   (B) the date the Project has achieved an average debt service coverage of 1.15 for the 12-month period immediately prior to the Release Date, and
(C) the date the Project has achieved a 1.15 debt service coverage for each of the 3 months immediately prior to the Release Date.

(c) **LIHTC Shortfall or Recapture Event.** To the extent not already addressed by the Downward Capital Adjustment or the Late Delivery Adjustment, if the actual amount of LIHTC for any year is less than Projected LIHTC, the General Partner will guarantee payment to RBC of an amount equal to the shortfall or recapture amount, plus related costs and expenses incurred by RBC.

(d) **Repurchase.** The General Partner will repurchase RBC’s interest upon the occurrence of certain events described in the Project Entity Agreement.

(e) **Environmental Indemnity.** The General Partner will indemnify RBC against any losses due to environmental condition at the Project.

(f) **Developer Fee.** The General Partner will guarantee payment of any developer fee remaining unpaid at the end of the LIHTC compliance period.

(g) **Guarantors.** The Guarantors will guarantee all of the General Partner’s obligations. The Guarantors will maintain a net worth and liquidity level as determined by RBC after review of the Guarantors’ financial statements.

7. **Reserves.**

(a) **Operating Reserves.** An operating reserve in an amount equal to six months of operating expenses, debt service and replacement reserves will be established and maintained by the General Partner concurrent with RBC’s third capital contribution. Withdrawals from the operating reserve will be subject to RBC’s consent. Expenditures from operating reserves will be replenished from available cash flow as described in Paragraph 9(b) below.

(b) **Replacement Reserves.** The Partnership will maintain a replacement reserve, and make contributions on an annual basis equal to the greater of (i) $250 per unit and (ii) the amount required by the permanent lender. The amount of the contribution will increase annually by 3%. Annual contributions will commence with substantial completion of the Project.

8. **Fees and Compensation.** The following fees will be paid by the Partnership for services rendered in organizing, developing and managing the Partnership and the Project.

(a) **Developer Fee.** The Developer will earn a developer fee of $1,807,000 projected to be paid as follows:

   (i) 30.00% (of cash paid fee) concurrent with RBC’s first capital contribution;
   
   (ii) 30.00% (of cash paid fee) concurrent with RBC’s second capital contribution;
   
   (iii) 38.00% (of cash paid fee) concurrent with RBC’s third capital contribution;
   
   (iv) 2.00% (of cash paid fee) concurrent with RBC’s final capital contribution; and
   
   (v) 38.50% (of total fee) is deferred and paid from net cash flow.

The deferred portion of the developer fee shall accrue interest at 4% per annum commencing as of the date of RBC’s final capital contribution. Payment of the deferred fee will be subordinate to all other Partnership debt as well as operating expense and reserve requirements.
(b) **Incentive Management Fee.** An incentive management fee will be payable to the General Partner on an annual basis in an amount equal to 90% of net cash flow as set forth on Paragraph 9(b) below.

(c) **Property Management Fee.** The property management fee will not exceed 5% of gross rental revenues. The management agent and the terms of the property management agreement are subject to the prior approval of RBC. If the management agent is an affiliate of any Guarantor, its fee will be subordinated to payment of operating costs and required debt service and reserve payments.

(d) **Asset Management Fee.** The Partnership will pay RBC Manager an annual asset management fee of $7,500 which will increase by 3% annually.

9. **Tax Benefits and Distributions.**

(a) **Tax Benefits.** Tax profits, tax losses, and tax credits will be allocated 99.98% to RBC, .01% to RBC Manager, and .01% to the General Partner.

(b) **Net Cash Flow Distributions.** Distributions of net cash flow (cash receipts less cash expenditures, payment of debt service, property management fee and asset management fee), will be made as follows:

(i) to RBC in satisfaction of any unpaid amounts due under Paragraphs 5 and 6 above and for any other amounts due and owing to RBC;

(ii) to RBC Manager for any unpaid asset management fees;

(iii) to the operating reserve to maintain the balance required in Paragraph 7(a);

(iv) to the payment of any unpaid developer fee;

(v) to the payment of any debts owed to the General Partner or their affiliates;

(vi) 90% of the remaining cash flow to the General Partner as an incentive management fee; and

(vii) the balance to the General Partner, RBC and RBC Manager in accordance with their percentage interests described in Paragraph 9(a).

(c) **Distributions upon Sale, Liquidation or Refinance.** Net proceeds resulting from any sale, liquidation or refinance will be distributed as follows:

(i) to payment in full of any Partnership debts except those due to RBC, RBC Manager, General Partner and/or their affiliates;

(ii) to the setting up of any required reserves for contingent liabilities or obligations of the Partnership;

(iii) to RBC, in satisfaction of any unpaid amounts due under Paragraphs 5 and 6 above and for any other amounts due and owing to RBC;

(iv) to RBC Manager for any unpaid asset management fees;

(v) to RBC for any excess or additional capital contributions made by it;

(vi) to the payment of any debts owed to the General Partner or their affiliates including any unpaid developer fee;
(vii) to RBC Manager, 1% of such proceeds as a capital transaction administrative fee;

(viii) to RBC in an amount equal to any projected federal income tax incurred as a result of the transaction giving rise to such proceeds; and

(ix) the balance, 90.00% to the General Partner, 9% to RBC, and 1% to RBC Manager.

10. Construction. The General Partner will arrange for a fixed or guaranteed maximum price construction contract. The Contractor’s obligations will be secured by a letter of credit in an amount not less than 15% of the amount of the construction contract or a payment and performance bonds in an amount not less than the amount of the construction contract. The Project will establish a construction contingency in an amount not less than 5% of the construction costs, or such greater amount as RBC may reasonably require following its review of construction documents. RBC, may, in its sole discretion, engage a construction consultant (i) to review plans and specifications and (ii) evaluate the construction progress by providing monthly reports to the Partnership. The cost of the construction consultant will be paid by the Partnership.

11. Due Diligence, Opinions and Projections.

(a) Due Diligence: The General Partner will provide RBC with all due diligence items set forth on its due diligence checklist, including but not limited to, financial statements for the Guarantors, schedule of real estate owned and contingent liabilities, plans and specifications, a current appraisal, a current (less than 6 months old) market study, a current (less than 6 months old) Phase I environmental report, rent and expense data from comparable properties, site/market visit and title and survey. The General Partner agrees to reasonably cooperate with RBC (including signing such consents as may be necessary) in obtaining background reports on the Developer, Guarantors and other Project entities as determined by RBC.

(b) Legal Opinions. The General Partner's counsel will deliver to RBC a local law opinion satisfactory to RBC. RBC’s counsel will prepare a tax opinion and the General Partner agrees to cooperate to provide all necessary documentation requested by RBC’s counsel.

(c) Diligence Reimbursement. The Partnership will reimburse RBC toward the costs incurred by RBC in conducting its due diligence review and for the costs and expenses of RBC’s counsel in connection with the preparation of the tax opinion. RBC may deduct this amount from its first capital contribution.

(d) Projections. The projections to be attached to the Project Entity Agreement and that support the Tax Opinion will be prepared by RBC based on projections provided by the General Partner. RBC’s projections will include development sources and uses, calculation of eligible basis, operating and construction period cash flow analysis, 15-year operating projection, 30-year debt analysis and 15-year capital account analysis.

12. Closing Contingencies. RBC's obligation to close on the purchase of the Interest will be contingent upon RBC’s receipt, review and approval of all due diligence including the items set forth on its due diligence checklist as well as the following:

(a) Project Entity Documents. Preparation and execution of RBC's standard Project Entity Agreement and other fee agreements containing representations and warranties, covenants, consent rights, and indemnities, each on terms and conditions satisfactory to RBC.

(b) Information and Laws. No adverse change in the information you have provided to us, no adverse change in market conditions and no adverse change in existing law.
(c) **Anticipated Closing Date.** The closing occurring on or before November 30, 2020.

(d) **Readiness to Proceed.**

RBC has reviewed the following due diligence as of the issuance of this letter:
1. The financial feasibility of the Project including the review of a market study and site location;
2. The financial capacity of the Guarantor;
3. The financial capacity and experience of the general contractor.

Closing of this transaction is contingent upon the following:
1. Completion of RBC's final due diligence and underwriting process, including but not limited to, approval of the final plan and cost review and receipt of all zoning and plan approvals;
2. Receipt of an allocation of 9% Federal Tax Credits from TDHCA in the annual amount of $1,500,000 annually;
3. Closing of the Construction Loan with a lender acceptable to RBC.
If the foregoing is in accordance with your understanding of the terms and conditions, please indicate your acceptance on the enclosed copy and return it to the undersigned.

Very truly yours,

By: ____________________________
Name: Dan Kierce
Title: Managing Director

The undersigned approves and accepts the terms of this Letter of Intent.

**GENERAL PARTNER:** Avanti West GP, LLC

By: ____________________________
Its: Sole Member
Date: 2/26/2020

**GUARANTORS:**

By: ____________________________
Its: H4 Development Inc, Sole Member of GP
Date: 2/26/2020

By: ____________________________
Its: Enrique Flores IV, Individual
Date: 2/26/2020
**EXHIBIT A**  
**CAPITAL CONTRIBUTIONS**

<table>
<thead>
<tr>
<th>Conditions</th>
<th>Amount</th>
<th>Anticipated Funding Date</th>
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</thead>
<tbody>
<tr>
<td>i) 15.00% upon the later of:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(a) the execution of the Partnership Agreement,</td>
<td>$2,047,295</td>
<td>October 2020</td>
</tr>
<tr>
<td>(b) closing of the financing sources described in Exhibit B, and</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(c) receipt and approval of all due diligence items on RBC’s due diligence checklist.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ii) 65.00% upon the later of:</td>
<td>$8,871,613</td>
<td>December 1, 2021</td>
</tr>
<tr>
<td>(a) receipt of final Certificates of Occupancy for all of the units,</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(b) receipt of an architect's certificate of substantial completion,</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(c) receipt of a preliminary cost certification accompanied by a General Partner certification, and</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(d) December 1, 2021.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>iii) 18.00% upon the later of:</td>
<td>$2,456,754</td>
<td>July 1, 2022</td>
</tr>
<tr>
<td>(a) receipt of a final cost certification from an independent certified public accountant,</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(b) achievement of 100% qualified occupancy,</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(c) permanent loan conversion, including achievement of 90 days at a 1.15 Debt Service Coverage Ratio, and</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(d) July 1, 2022.</td>
<td></td>
<td></td>
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<tr>
<td>iv) 2.00% upon the later of:</td>
<td>$272,972</td>
<td>November 1, 2022</td>
</tr>
<tr>
<td>(a) achievement of the Stabilization Date,</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(b) receipt of the IRS Form 8609, and</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(c) November 1, 2022.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total:</strong></td>
<td>$13,648,635</td>
<td></td>
</tr>
</tbody>
</table>
EXHIBIT B
SOURCES

Construction / Permanent Loan
- Lender: Community Bank of Texas (or another lender acceptable to RBC)
- Amount: $13,413,000 during construction, $2,975,000 after conversion
- Maturity: 18 years
- Amortization: 35 years after conversion
- Interest Rate: 5.00% during construction, 4.75% after conversion
- Collateral: 1st mortgage on Project

Grant
- Lender: City of Edinburg
- Amount: $500
Texas Severe Storms And Flooding (DR-4377)

Incident Period: June 19, 2018 - July 13, 2018
Major Disaster Declaration declared on July 06, 2018

Apply for Assistance (https://www.disasterassistance.gov/)

Designated Counties (Individual Assistance):
Cameron, Hidalgo, Jim Wells

Individual Assistance Applications
Approved: 5,111

Total Individual & Households Program
Dollars Approved: $30,474,928.75
FEMA-4377-DR, Texas Disaster Declaration as of 07/31/2018

Data Layer/Map Description:
The types of assistance that have been designated for selected areas in the State of Texas.

All designated areas in the State of Texas are eligible to apply for assistance under the Hazard Mitigation Grant Program.

Designated Counties
- No Designation
- Individual Assistance

Data Sources:
FEMA, ESRI;
Initial Declaration: 07/06/2018
Disaster Federal Registry Notice: Amendment #2: 07/31/2018
Datum: North American 1983
Projection: Lambert Conformal Conic

MapID 89e0187d8480709181358hqprod
NEIGHBORHOOD
SCOUT REPORT
THE 3301 W ALBERTA RD NEIGHBORHOOD CRIME

67 Vital Statistics. 1 Condition Alert found.

NEIGHBORHOOD CRIME DATA

TOTAL CRIME INDEX

26

(100 is safest)

Safer than 26% of U.S. neighborhoods.

NEIGHBORHOOD ANNUAL CRIMES

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<th>VIOLENT</th>
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<td>Number of Crimes</td>
<td>16</td>
<td>328</td>
<td>344</td>
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<td>Crime Rate</td>
<td>1.86</td>
<td>38.23</td>
<td>40.09</td>
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(100 is safest)

Safer than 26% of U.S. neighborhoods.

NEIGHBORHOOD VIOLENT CRIME

VIOLENT CRIME INDEX

64

(100 is safest)

Safer than 64% of U.S. neighborhoods.

VIOLENT CRIME INDEX BY TYPE

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<th>MURDER INDEX</th>
<th>RAPE INDEX</th>
<th>ROBBERY INDEX</th>
<th>ASSAULT INDEX</th>
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<td>INDEX</td>
<td>63</td>
<td>51</td>
<td>62</td>
<td>61</td>
</tr>
</tbody>
</table>

(100 is safest)

VIOLENT CRIME COMPARISON (PER 1,000 RESIDENTS)

MY CHANCES OF BECOMING A VICTIM OF A VIOLENT CRIME

1 IN 536

1 IN 301

1 IN 228

in the neighborhood

in Edinburg

in Texas
MCALLEN, TX (TIMBERHILL VILLA COLONIA / TIMBERHILL VILLA NUMBER 4 COLONIA) CRIME

67 Vital Statistics. 3 Condition Alerts found.

NEIGHBORHOOD CRIME DATA

**TOTAL CRIME INDEX**

<p>| | |</p>
<table>
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<th></th>
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<tbody>
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<td>61</td>
<td>(100 is safest)</td>
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Safer than 61% of U.S. neighborhoods.

**NEIGHBORHOOD ANNUAL CRIMES**

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<tr>
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<th>VIOLENT</th>
<th>PROPERTY</th>
<th>TOTAL</th>
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<tbody>
<tr>
<td>Number of Crimes</td>
<td>4</td>
<td>154</td>
<td>158</td>
</tr>
<tr>
<td>Crime Rate (per 1,000 residents)</td>
<td>0.43</td>
<td>16.64</td>
<td>17.07</td>
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**NEIGHBORHOOD VIOLENT CRIME**

**VIOLENT CRIME INDEX**

<p>| | |</p>
<table>
<thead>
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<th></th>
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</thead>
<tbody>
<tr>
<td>90</td>
<td>(100 is safest)</td>
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</tbody>
</table>

Safer than 90% of U.S. neighborhoods.

**VIOLENT CRIME INDEX BY TYPE**

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<th>MURDER INDEX</th>
<th>RAPE INDEX</th>
<th>ROBBERY INDEX</th>
<th>ASSAULT INDEX</th>
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<tr>
<td>Index</td>
<td>100</td>
<td>80</td>
<td>68</td>
<td>91</td>
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</tbody>
</table>

100 is safest

**VIOLENT CRIME COMPARISON (PER 1,000 RESIDENTS)**

![Comparison Graph]

**MY CHANCES OF BECOMING A VICTIM OF A VIOLENT CRIME**

1 IN 2,314 in Timberhill Villa Colonia / Timberhill Villa Number 4 Colonia

1 IN 1,176 in McAllen

1 IN 243 in Texas
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>6.0</td>
<td>6.03</td>
<td>n/a</td>
<td>6.03</td>
</tr>
</tbody>
</table>

   Feasibility Report Survey: 6.03
   Feasibility Report Engineer’s Plan: 6.03

   (*) 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 acreage for PSA was estimated at +/- 6.0 acres to be updated per the survey. The final survey is for 6.03 which was used in the Site Plan, ESA, Feasibility Report and Engineers Plans.

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>MVP Partnership, LTD</th>
<th>Jose E. Garcia</th>
</tr>
</thead>
<tbody>
<tr>
<td>Entity Name</td>
<td>Contact Name</td>
</tr>
<tr>
<td>4301 N. McCall Rd.</td>
<td></td>
</tr>
<tr>
<td>Address</td>
<td></td>
</tr>
<tr>
<td>McAllen</td>
<td>TX</td>
</tr>
<tr>
<td>City</td>
<td>State</td>
</tr>
<tr>
<td>78504</td>
<td>10/20/1997</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: N/A

   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:

   | Name: MVP Partnership, LTD | Relationship: None |

   Site Control is in the form of:

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

   **Expiration of Contract or Option:** 12/31/2020  
   **Anticipated Closing Date:** 11/1/2020

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

   X The Property has the following encumbrance(s):

   *See Schedule B of Title Commitment Behind Tab 12 of Application*
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:

| N/A |

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

| X | 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: |

| X | Evidence of an easement, leasehold, or similar documented access; and |

| X | 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)]**

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

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

Development qualifies for the boost for:

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

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

If a revised form is submitted, date of submission: 

TAB 12
SUPPORTING DOCUMENTATION FROM 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)
  - n/a Recorded warranty deed, includes corresponding executed settlement statement (or functional equivalent).
  - n/a Contract or option for lease (must include language required by 10 TAC §13.5(e) if requesting Direct Loan funds).
  - X Contract for sale or option for purchase (must include language required by 10 TAC §13.5(e) if requesting Direct Loan funds).
  - n/a If Identity of Interest, includes documentation described in 10 TAC §11.302(e)(1)(B)(ii), as applicable.

Ingress/Egress and Easements

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

Re-platting or Vacating Requirement

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

Title Commitment or Policy

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

Increase in Eligible Basis (30% Boost)

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

List of Opportunity Zones can be found at:

https://www.cdfifund.gov/Documents/Copy%20of%20Designated%20QOZs.6.14.18.xlsx
EVIDENCE OF SITE CONTROL
Summary of the Purchase and Sale Agreement Closing Date

Due Diligence Feasibility Expiration Date: March 31, 2020 (per Section 4 (a) of the Purchase and Sale Agreement).

Financing Period Date: August 15, 2020 (per Section 4 (e) of the Purchase and Sale Agreement).

Closing Date: October 31, 2020 (per Section 5 (a) of the Purchase and Sale Agreement). The Closing Period may be extended up to two (2) times for a calendar month per each extension (per Section 5 (b) of the Purchase and Sale Agreement) until December 31, 2020.

Assignment: Per Section 8 (d) of the Purchase and Sale Agreement, Purchaser has the right to assign the Agreement and/or any interest herein to any third party.

FINAL CLOSING DATE NO LATER THAN DECEMBER 31, 2020
ASSIGNMENT OF PURCHASE AND SALE AGREEMENT

THIS ASSIGNMENT OF PURCHASE AND SALE AGREEMENT (this "Assignment") is executed to be effective as of February 26, 2020, by MADHOUSE DEVELOPMENT, INC., a Texas corporation ("Assignor"), and H4 DEVELOPMENT, INC., a Texas corporation ("Assignee," and together with Assignor, the "Parties").

A. Assignor and MVP Partnership, Ltd., a Texas limited partnership, executed that Purchase and Sale Agreement dated to be effective January 7, 2020 (as amended and/or extended from time to time, the "Agreement"), in connection with the purchase of certain property described in the Agreement.

B. Assignor now desires to assign all of Assignor's right, title, and interest in and to the Agreement, including without limitation, Assignor's right, title, and interest in and to the earnest money deposit being held in connection with the Agreement (collectively, the "Contract Rights"), to Assignee, and Assignee desires to accept the Contract Rights and assume all obligations of Assignor under the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Assignment and Assumption. Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's right, title, and interest in and to the Agreement and the Contract Rights. Assignee hereby accepts Assignor's assignment of the Agreement and the Contract Rights and hereby agrees to be bound by the terms of the Agreement and to assume all obligations of Assignor, as "Buyer," thereunder.

2. Further Assignment. It is Assignee's intent to assign the Contract Rights, including without limitation, Assignee's interest in the Agreement, to Avanti West, LP, upon such entity's formation.

3. Binding Effect. This Assignment ratifies the Agreement and is binding upon and shall inure to the benefit of the Parties and their respective heirs, executors, administrators, personal representatives, successors, and assigns.

4. Headings. The subject headings contained in this Assignment are for reference purposes only and do not affect in any way the meaning or interpretation hereof.

5. Counterparts. This Assignment may be executed in one or more counterparts, each of which is an original and all of which together constitute one and the same agreement. Electronically transmitted counterparts shall be deemed originals.
6. **Applicable Law.** This Assignment is governed and construed in accordance with the laws of the State of Texas, excluding its conflict and choice of law principles.

[Signature page follows.]
The undersigned have executed this Assignment to be effective as of the date first set forth above.

ASSIGNOR:

MADHOUSE DEVELOPMENT, INC.,
a Texas corporation

By: Enrique Flores, IV, President

ASSIGNEE:

H4 DEVELOPMENT, INC.,
a Texas corporation

By: Enrique Flores, IV, President
PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is executed to be effective as of the latest date that Buyer or Seller executed this Agreement as set forth on their signature page (the "Effective Date"), by and between MADHOUSE DEVELOPMENT, INC., a Texas corporation (8500 Shoal Creek Blvd., Building 4, Suite 208, Austin, Texas 78757, Attn: Henry Flores; Telephone: 512.633.4037; Fax: 512.900.2860; email: henry@madhousedevelopment.net) ("Buyer"); and MVP PARTNERSHIP, LTD., a Texas limited partnership (4301 N. McColl Road, McAllen, Texas 78504, Attn: Jose E. Garcia; Telephone: 956.630.0081; Fax: 956.630.3531; email: jeg@gvlaw.net) ("Seller") (Buyer and Seller are collectively referred to as the "Parties," and each a "Party").

1. **Property.** On the terms herein set forth, Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer a +/- 6.0-acre tract of land located in North West Quadrant of W. Alberta Rd. & S. McColl Rd., Edinburg, Hidalgo County, Texas 78539, as further described on Exhibit A, attached hereto and made a part hereof (as may be updated pursuant to the last sentence of this Section 1, the "Land"), together with all of Seller's right, title, and interest in and to any and all of the following related to the Land: (a) rights of way, streets, roads, alleys, streets, and/or avenues, open or proposed, abutting the Land, (b) riparian and water rights, (c) air rights, (d) uses, servitudes, licenses, easements, tenements, hereditaments, and appurtenances now or hereafter belonging to or benefiting the Land, (e) buildings, improvements, and fixtures located on or under the Land; and (f) licenses, warranties, and permits (collectively, the "Property"). The exact legal description of the Land will be determined by the Survey (hereinafter defined) and will replace the form of Exhibit A currently attached to this Agreement.

Excluded from the definition of "Property," and hereby reserved by Seller, is all of Seller's right, title, and interest in and to the oil, gas, and other minerals located beneath the surface estate of the Land. As used in this Agreement, the term "surface estate" includes minerals that form a part of the surface or near-surface of the Land, including without limitation, sand, iron ore, gravel, uranium, and stone, as well as water located on, in, or under the Property. Seller agrees that it will (i) expressly release and waive, on behalf of itself and its successors and assigns, all rights of ingress and egress, and all other rights of every kind and character whatsoever to enter upon or to use, disturb, or occupy any portion of the surface of the Property or the Access Improvements (as defined in Section 8.m), including without limitation, the right to enter upon the surface of the Property or the Access Improvements for purposes of exploring for, drilling for, developing, transporting, storing, and/or producing subsurface minerals in, on, and under the Property, and (ii) not disturb or affect the Property, the Access Improvements and/or any buildings, structures, improvements, landscaping and/or other alterations now constructed or placed, or at any
time in the future constructed or placed, under or upon the Property, including any future replacements and additions thereto (collectively, together with the Access Improvements, the "Improvements"), nor the use and enjoyment of the Property, and the Improvements by Buyer and Buyer's successors and assigns.

2. **Purchase Price.** The purchase price for the Property shall be Two Million Two Hundred Fifty Thousand and 00/100 Dollars ($2,250,000.00) (the "Purchase Price").

3. **Title Company and Earnest Money.**

   a. **Name and Amount.** Edwards Abstract and Title Company (3111 West Freddy Gonzalez Drive, Edinburg, Texas 78539; Attn: Marilyn De Luna; Telephone: 956.383.4951; Fax: 956.289.3014; email: Marilyn.Deluna@edwardsabstract.com) (the "Title Company") will serve as the title company. Within five (5) business days of the date Buyer receives a copy of this Agreement executed by both Parties, Buyer shall deposit the sum of $20,000.00 with the Title Company as earnest money to be applied to the Purchase Price (the "Original Earnest Money"), subject to the terms and provisions of this Agreement.

   b. **Original Earnest Money Becoming Non-Refundable.** Notwithstanding anything in this Agreement to the contrary:

      (i) Unless Buyer terminates this Agreement prior to 5:00 p.m. (CST) on January 31, 2020, $10,000.00 of the Original Earnest Money shall be (i) non-refundable to Buyer except as otherwise provided by the terms of this Agreement, and (ii) applied to the Purchase Price at Closing; and

      (ii) Thereafter, unless Buyer terminates this Agreement prior to 5:00 p.m. (CST) on March 31, 2020, the remaining $10,000.00 of the Original Earnest Money shall also be (i) non-refundable to Buyer except as otherwise provided by the terms of this Agreement, and (ii) applied to the Purchase Price at Closing.

   c. **Financing Period Earnest Money.** If Buyer does not terminate this Agreement prior to the end of the Due Diligence Period (hereinafter defined), Buyer shall deposit with the Title Company additional earnest money in the amount of $10,000.00 (the "Financing Period Earnest Money," and together with the Original Earnest Money, the "Earnest Money") prior to 5:00 pm (CST) on April 1, 2020.

   d. **Account.** When any Earnest Money becomes non-refundable pursuant to the terms of his Agreement, the Title Company shall release such Earnest Money to Seller; provided, however, such released Earnest Money shall be applicable to the Purchase price to the extent provided for in this Agreement. Until released to Seller pursuant to the terms of this Agreement, the Earnest Money shall be held by the Title Company as escrow agent to be handled in accordance with the terms and conditions of this Agreement. All interest earned on the Earnest Money, if any, shall be added to and become part of the Earnest Money.
e. **INDEPENDENT CONSIDERATION.** NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS AGREEMENT, $100.00 OF THE ORIGINAL EARNEST MONEY SHALL BE DEEMED INDEPENDENT CONSIDERATION AND NON-REFUNDABLE TO BUYER AND IS TO BE PAID TO SELLER, UNDER ALL CIRCUMSTANCES, FOR AND IN CONSIDERATION OF SELLER’S EXECUTION AND PERFORMANCE OF THIS AGREEMENT.

4. **Conditions Precedent.**

a. **Due Diligence Period.** Beginning on the Effective Date, Buyer shall have until 5:00 p.m. (CST) on March 31, 2020 (the "Due Diligence Period") to, at its sole cost and expense, conduct inspections of the Property (the "Due Diligence Investigations") and assess its suitability, as determined by Buyer in its sole and absolute discretion, for Buyer's intended development of the Property (the "intended purpose"). The right to conduct Due Diligence Investigations includes, without limitation, the right of Buyer and Buyer's employees, agents, affiliates, and contractors to enter upon any portion of the Property to conduct market studies, appraisals, and needs assessments, and to take measurements, inspect, conduct test borings, make boundary and topographical survey maps, and to conduct geotechnical, soil, environmental, groundwater, wetland and other studies required by Buyer in its sole discretion, and to, without limitation, determine the existence and adequacy of utilities serving the Property, zoning and compliance with laws. No Due Diligence Investigations shall constitute a waiver or relinquishment on the part of Buyer of its rights under any covenant, condition, representation, or warranty of Seller under this Agreement. Buyer shall be and remain liable to Seller for any and all damage to the Property caused by Buyer and its agents, invitees and employees during the Due Diligence Period, excluding damage caused by pre-existing conditions. Notwithstanding anything to the contrary set forth in this Agreement, Buyer shall be permitted to continue to conduct the Due Diligence Investigations while this Agreement is in effect.

b. **Due Diligence Materials.** Within three (3) days of the Effective Date (the "Delivery Date"), Seller shall deliver to Buyer, at no cost to Buyer, each of the following items that are in the possession of or available to Seller (collectively, the "Due Diligence Materials"):  

(i) Current year and immediately prior year property tax bills and evidence of payment of same through the Effective Date;  
(ii) Existing soil and groundwater tests;  
(iii) Title commitments, title policies and surveys;  
(iv) Environmental reports;  
(v) Underground storage tank test results;  
(vi) Waste disposal records; permit records;
(vii) Code violation notices and records;

(viii) Traffic studies;

(ix) Terms of the Farm Lease (hereinafter defined in Section 5.h); and

(x) All other engineering tests and other studies, reports, records and notices pertaining to the Property.

c. **Right to Terminate.** In the event the Property is not satisfactory to Buyer for any reason, in Buyer’s sole and absolute discretion, Buyer shall have the right to terminate this Agreement by delivering written notice thereof to Seller prior to the expiration of the Due Diligence Period, and Buyer shall receive a full and prompt refund of the portion of the Original Earnest Money that is refundable to Buyer pursuant to the terms of Section 3.b above, together with accrued interest thereon, without the need for Seller’s signature or consent for its release. Any portion of the Original Earnest Money that is not refundable to Buyer pursuant to the terms of Section 3.b above shall be delivered to Seller.

d. **Title and Survey.**

(i) Within fifteen (15) days of the Effective Date, Seller shall cause the Title Company to deliver to Buyer a current title commitment (the "Commitment") for an Owner’s Policy of Title Insurance (the "Title Policy"), in an amount equal to the Purchase Price, together with full and legible copies of all of the exceptions to title listed in Schedule B of the Title Commitment, and any documents listed in Schedule C of the Title Commitment (collectively, the "Title Exceptions").

(ii) Buyer may, at Buyer's expense, obtain a survey of the Property (the "Survey"). The field note description set forth on the Survey that is acceptable to the Title Company shall replace the depiction of the Land provided in this Agreement and shall be used in the Deed (hereinafter defined), and any other documents requiring a legal description of the Property, unless a plat of the Land is filed of record prior to Closing, in which event the lot and block description of the Land contained in such recorded plat shall be used in the Deed.

(iii) If any of the Commitment, the Title Exceptions, or the Survey are not satisfactory to Buyer, then Buyer may give Seller written notice of the items that Buyer finds unacceptable (the "Title Objections") before the later of (A) fifteen (15) days after receipt of the Commitment and full and legible copies of the Title Exceptions, or (B) March 1, 2020. Seller shall have fifteen (15) days after such notice from Buyer to deliver written notice to Buyer (Y) that it agrees to cure the Title Objections within thirty (30) days (or such longer period of time agreeable to Buyer and Seller in the Parties reasonable determination), or (Z) to advise Buyer that it will not so cure the Title Objections. All Title Exceptions to which Buyer does
not object or which are deemed waived and accepted by Buyer, as herein provided, 
are collectively referred to as the "Permitted Exceptions."

(iv) If Seller does not agree to cure one or more of the Title Objections (and 
Seller's failure to respond in writing shall be deemed to be an agreement to cure the 
Title Objections), Buyer may either (A) accept title to the Property subject to the 
Permitted Exceptions without a reduction in the Purchase Price, or (B) terminate 
this Agreement prior to the expiration of the Due Diligence Period by delivering 
written notice to Seller and receive a full and prompt refund of the Original Earnest 
Money without the need for Seller's signature or consent for its release.

(v) Notwithstanding any other provision of this Agreement to the contrary, 
including without limitation whether or not Buyer includes such items in its 
schedule of Title Objections, Seller shall have the unconditional obligation to 
remove, discharge, pay or cure, at no cost to Buyer, any title matters that are a lien 
for the payment of money, any encumbrance that can be removed by the payment 
of a definite sum of money, and any title matter that arose after the Effective Date 
that was not approved by Buyer in writing, and none of such items shall be deemed 
Permitted Exceptions or appear in the Title Policy.

e. **Financing Period.** Provided Buyer deposits the Financing Period Earnest Money as 
provided hereinabove, Buyer shall have until 5:00 pm (CST) on August 15, 2020 (the 
"Financing Period") to terminate this Agreement if Buyer does not secure financing, 
whether Tax Credits (hereinafter defined), conventional financing, seller financing or 
otherwise, on terms acceptable to Buyer in Buyer's sole and absolute discretion, by 
delivering written notice thereof to Seller prior to the expiration of Financing Period, in 
which case Seller shall receive the Original Earnest Money, and Buyer shall receive a refund 
of the Financing Period Earnest Money. Buyer will make good efforts during the Financing 
Period to keep Seller informed of any new developments regarding the financing.

f. **Governmental Approvals.** Buyer may, at its option and expense, prepare and submit 
applications for, and seek to obtain approval by the applicable governmental authorities 
and/or third parties of, approvals, permits, licenses, easements and agreements required 
for Buyer's intended development and use of the Property, including without limitation, 
those for utilities, zoning, special uses, building construction, access, platting, easements, 
ingress/egress easements, site construction and off-site improvements (collectively, the 
"Governmental Approvals"). Seller shall cooperate with Buyer in connection with the 
preparation of the applications and seeking the Governmental Approvals, including without 
limitation, Seller's execution and delivery of all applications, documents, plats and 
instrumens required by the applicable governmental authorities and/or third parties, 
provided that Seller shall not be obligated to incur any expense in connection therewith.

g. **Other Conditions.** It shall be a condition precedent to Buyer's obligation to close 
this transaction and purchase the Property that all of the following are timely satisfied:
(i) **Title Policy.** At Closing, the Title Company shall be prepared to issue the Title Policy to Buyer with all standard or pre-printed exceptions deleted (to the extent such can be deleted), evidencing Buyer owns good and indefeasible fee simple title in and to the Property subject only to the Permitted Exceptions.

(ii) **Representations and Warranties.** At Closing, all of the representations and warranties of Seller shall be true in all material respects.

(iii) **No Liens.** At Closing, there shall be no unpaid charges, debts, liabilities, claims or obligations of Seller related to the Property, or any portion thereof, which could give rise to any mechanics', materialmen or other statutory lien against any portion of the Property other than those that will be paid or otherwise satisfied by Seller at Closing, and possession of the Property, free of all tenancies, leases (including without limitation, the Farm Lease) and occupants shall be delivered to Buyer at Closing.

(iv) **Subdivided.** At or prior to Closing, if the Property is part of a larger parcel belonging to Seller, the Property shall be subdivided from the larger parcel and/or platted. Such platting and/or subdivision shall (A) be carried out in accordance with the terms of Sections 4.f & 8.a, and (B) be limited to the replatting and/or subdivision of the Land.

(v) **Governmental Approvals.** Prior to Closing, Buyer shall have received all necessary and customary Governmental Approvals in order for Buyer to develop and operate the Property for its intended purpose.

(vi) **Zoning.** Buyer and Seller acknowledge that Buyer's intended use of the Property is for multifamily housing, which is not a permitted use under the current zoning for the Property. Seller agrees to assist Buyer with re-zoning the Property as needed to allow for multifamily housing, and at Closing the Property shall be zoned to permit the development of the Property for its intended use.

h. **Termination.** In the event that any condition precedent in Section 4.g is not satisfied by the date specified in Section 4.g, Buyer shall have the right to terminate this Agreement by delivering written notice thereof to Seller, at which time Buyer shall receive a full and prompt refund of the Earnest Money (including without limitation, the Extension Fees, if any) without the need for Seller's consent or signature for its release. Notwithstanding anything to the contrary set forth in this Agreement and without limiting the foregoing, if, at any time (including after the expiration of the Due Diligence Period), Buyer determines Seller is not able to deliver satisfactory title to the Property pursuant to this Agreement, Buyer shall have the right to terminate this Agreement by delivering written notice thereof to Seller, at which time Buyer shall receive a full and prompt refund of the Earnest Money (including without limitation, the Extension Fees, if any) without the need for Seller's consent or signature for its release.
5. **Closing.**

a. **Delivery of Documents.** The conveyance of the Property and the closing of the transaction herein described (the "Closing") shall occur on or before October 31, 2020 (as may be extended, the "Closing Deadline"), in escrow at the offices of the Title Company, or such other manner and/or location mutually acceptable to Buyer and Seller; provided, however, Buyer may elect to close at any time upon three (3) days' prior notice to Seller. At Closing:

(i) Seller shall deliver: (A) a special warranty deed conveying good and indefeasible fee simple title in and to the Property to Buyer (or its designee), subject only to the Permitted Exceptions (the "Deed"); (B) a lien affidavit acceptable to the Title Company; (CE) all easements necessary for the development and operation of the Property for its intended purpose; (D) an affidavit of non-foreign status; (E) any other affidavit or document required by the Title Company to delete the so-called standard exceptions to the Title Policy, including without limitation, any exception for "parties in possession;" and (F) such other customary documents, instruments, certifications and confirmations as may be reasonably required to fully effect and consummate the transactions contemplated hereby and for the Title Company to issue the Title Policy in the form required by this Agreement.

(ii) Buyer shall deliver: (A) the remaining balance of the Purchase Price as provided by this Agreement; and (B) such other documents, instruments, certifications and confirmations as may be reasonably required to fully effect and consummate the transaction contemplated hereby.

b. **Extensions.** Buyer shall have the right to extend the Closing Deadline up to two (2) times to (1) November 30, 2020, and (2) December 31, 2020 by delivering to Seller written notice thereof prior to the end of the then applicable Closing Deadline, and delivering to the Title Company an extension fee in the amount of $10,000.00 (each, an "Extension Fee") for each extension. Each Extension Fee shall become part of and treated in the same manner as the Earnest Money and shall be (i) non-refundable to Buyer except to the extent the Earnest Money is refundable to Buyer pursuant to the terms of this Agreement due to a Seller default hereunder, and (ii) applied to the Purchase Price at Closing. In the event any of the Earnest Money, including without limitation the Extension Fees, is released to Seller and this Agreement is subsequently terminated in a manner in which the Earnest Money is to be paid to Buyer, Seller shall deliver to Buyer an amount equal to the sum of the refundable Earnest Money, including without limitation any Extension Fees, within five (5) days of such termination.

c. **Prorations.** Subject to the terms of Section 5.1 below, Buyer and Seller shall prorate all real estate taxes, personal property taxes and all other assessments related to the Property (collectively, the "Taxes") as of the date of Closing, with the date of Closing being treated as a day of ownership by Buyer. If the final tax bill is not available at Closing, the
Taxes shall be prorated based upon the latest available tax assessment for the Property, which proration shall be re-prorated outside of escrow when the actual Taxes are determined. If the Property is part of a larger tax parcel or was recently subdivided from a larger tax parcel and a separate tax bill is unavailable at Closing, then the Taxes shall be based upon the latest available tax bill based upon the percentage of the larger tax parcel being purchased by Buyer. If there are any improvements on the larger tax parcel that are separately valued or assessed, the value of such improvements shall be assigned to the Buyer only if such improvements are located upon the Property. The Party that is determined to owe any additional amount as a result of such re-proration shall promptly pay such amount to the other Party. Notwithstanding anything to the contrary set forth in this Agreement, Seller shall pay on or before the date of Closing all Taxes for previous tax years and all other preceding periods for which any Taxes are due or payable. Seller shall be solely responsible for any recoupment of any agricultural credit for the Property. This Section 5.c shall not apply to any Rollback Taxes (hereinafter defined) described in Section 5.f below. This Section 5.c shall survive the Closing and delivery of the Deed.

d. **Costs.** Seller shall pay the taxes and assessments for which Seller is responsible hereunder, the cost for the preparation of the Deed, any conveyance fee or transfer tax, the cost of curing any title or survey defect that Seller agreed to cure or is obligated to cure pursuant to the terms of this Agreement, the premium for the Title Policy and. Each Party shall bear its own expenses, including without limitation its own attorneys' fees, and brokers and commissions.

e. **Seller's Obligations Prior to Closing.** At all times until Closing, Seller shall maintain indefeasible fee simple legal title to the Property free and clear of any and all defects, liens, and encumbrances of every kind and nature (other than the Permitted Exceptions and liens and encumbrances that will be released at Closing).

f. **Rollback Taxes.** If (i) the sale contemplated hereby, (ii) a change in the use of the Property, or (iii) a denial of any special use valuation of the Property, would result in the assessment after the Closing of additional taxes and interest applicable to the period of time before the Closing ("Rollback Taxes"), then Buyer shall be responsible for the payment of the Rollback Taxes that are assessed after the Closing. Notwithstanding anything to the contrary set forth in this Agreement, if any Rollback Taxes are due before the Closing due to Seller's change in use of the Property or a denial of a special use valuation of the Property, then Seller shall pay those Rollback Taxes (including any interest and penalties) at or before the Closing. This Section 5.f shall survive the Closing and delivery of the Deed.

g. **Condemnation.** If, prior to Closing, condemnation proceedings are commenced against any portion of the Property, Buyer shall have the right to either (i) terminate this Agreement by delivering written notice to Seller within fifteen (15) days of Buyer's receipt of written notice from Seller of such condemnation proceedings, receive a full and prompt refund of the Earnest Money without the need for Seller's consent for its release; or (ii) elect not to terminate the Agreement and appear in and defend the condemnation
proceedings and any award will, at Buyer's election, belong to (A) Seller, and the Purchase Price will be reduced by the same amount at Closing, or (B) Buyer, and the Purchase Price will not be reduced. If Buyer elects to terminate this Agreement pursuant to the terms of this Section 5, Buyer shall be permitted to seek damages from the condemning authority.

h. **Possession; Lease.** A portion of the Property is currently subject to an oral lease (the "Farm Lease"). At least sixty (60) days prior to the Closing Date, Seller shall deliver written notice to Tenant that Seller is terminating the Farm Lease, and Seller shall ensure that Tenant has vacated the Property and removed all of its personal property at least fifteen (15) days prior to the date of Closing. Seller shall not amend, extend, or renew the Farm Lease without Buyer’s prior written consent.

6. **Defaults and Remedies.**

a. **SELLER DEFAULT.** IF SELLER FAILS TO PERFORM IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT, OR OTHERWISE BREACHES ANY OF THE TERMS, COVENANTS, AGREEMENTS, REPRESENTATION OR WARRANTIES CONTAINED IN THIS AGREEMENT, AND SUCH FAILURE OR BREACH IS NOT CURED BY SELLER WITHIN FIFTEEN (15) DAYS AFTER BUYER'S DELIVERY TO SELLER OF WRITTEN NOTICE THEREOF (AND THE CLOSING DEADLINE AND ALL EXTENSIONS THEREOF WILL BE EXTENDED BY FIFTEEN (15) DAYS), THEN (I) BUYER MAY TERMINATE THIS AGREEMENT BY DELIVERING WRITTEN NOTICE THEREOF TO SELLER, WHEREUPON THE EARNEST MONEY (INCLUDING WITHOUT LIMITATION, ALL EXTENSION FEES, AND ANY EARNEST MONEY THAT HAD BEEN DELIVERED TO SELLER) SHALL BE IMMEDIATELY REFUNDED AND RETURNED TO BUYER WITHOUT THE NEED FOR SELLER'S CONSENT, AND SELLER SHALL REIMBURSE BUYER FOR UP TO $5,000.00 OF THE REASONABLE OUT-OF-POCKET EXPENSES AND COSTS INCURRED BY BUYER IN CONNECTION WITH ITS EffORTS TO PURCHASE THE PROPERTY; OR (II) BUYER MAY BRING AN ACTION FOR SPECIFIC PERFORMANCE AND OTHERWISE ENFORCE THE TERMS AND CONDITIONS OF THIS AGREEMENT. EXCEPT IN CONNECTION WITH THIS SECTION 6, SELLER'S OTHER OBLIGATIONS SET FORTH IN THIS AGREEMENT THAT SPECIFICALLY SURVIVE CLOSING, BUYER WAIVES THE RIGHT TO EXERCISE ANY OTHER RIGHTS AND REMEDIES AVAILABLE TO BUYER BECAUSE OF A DEFAULT BY SELLER, WHETHER AT LAW AND/OR IN EQUITY, INCLUDING WITHOUT LIMITATION, THE RIGHT TO SUE BUYER FOR ADDITIONAL DAMAGES.

b. **BUYER DEFAULT.** IF BUYER FAILS TO PERFORM IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT, OR OTHERWISE BREACHES ANY OF THE TERMS, COVENANTS OR AGREEMENTS CONTAINED IN THIS AGREEMENT, AND SUCH FAILURE OR BREACH IS NOT CURED BY BUYER WITHIN FIFTEEN (15) DAYS AFTER SELLER'S DELIVERY TO BUYER OF WRITTEN NOTICE THEREOF, THEN, AS SELLER'S SOLE AND EXCLUSIVE REMEDY, SELLER MAY TERMINATE THIS AGREEMENT BY DELIVERING WRITTEN NOTICE THEREOF TO BUYER, THE EARNEST MONEY AND THE EXTENSION FEES (TO THE EXTENT PAID) SHALL BE FORFEITED BY BUYER AND DELIVERED TO SELLER AS LIQUIDATED DAMAGES, AND NOT AS A PENALTY. SELLER ACKNOWLEDGES AND AGREES THAT THE EARNEST MONEY AND THE EXTENSION FEES (TO THE EXTENT PAID) ARE A FAIR AND EQUITABLE AMOUNT FOR SELLER TO RECEIVE.
SINCE SELLER WILL HAVE CHANGED ITS POSITION IN RELIANCE ON BUYER COMPLETING THE TRANSACTION HEREIN DESCRIBED, WILL HAVE HELD THE PROPERTY OFF THE MARKET FOR AN EXTENDED PERIOD OF TIME IN RELIANCE UPON BUYER'S ABILITY TO CLOSE THIS TRANSACTION AND THE DAMAGES SUSTAINED BY SELLER IN SUCH CASE WOULD NOT OTHERWISE BE REASONABLY ASCERAINABLE. EXCEPT IN CONNECTION WITH THIS SECTION 6.b AND BUYER'S OTHER OBLIGATIONS SET FORTH IN THIS AGREEMENT THAT SPECIFICALLY SURVIVE CLOSING, SELLER WAIVES THE RIGHT TO EXERCISE ANY OTHER RIGHTS AND REMEDIES AVAILABLE TO SELLER BECAUSE OF A DEFAULT BY BUYER, WHETHER AT LAW AND/OR IN EQUITY, INCLUDING WITHOUT LIMITATION, THE RIGHT TO SUE BUYER FOR ADDITIONAL DAMAGES OR SEEK SPECIFIC PERFORMANCE.

7. **Seller's Representations and Warranties.** Seller represents and warrants to Buyer that:

   a. **Title.** Seller is the owner of good and indefeasible fee simple title in and to the Property.

   b. **Authority; Enforceability.** The parties have the capacity and authority to execute this Agreement and perform its obligations under this Agreement. This Agreement constitutes a legal and valid binding obligation of parties, enforceable in accordance with its terms. All action necessary to authorize the parties execution (and execution by the individual executing this Agreement on behalf of each party), delivery and performance of this Agreement has been taken and such action has not been rescinded or modified.

   c. **Hazardous Waste.** To Seller's knowledge, there are no and there have been no wetlands, oil or gas wells (capped or uncapped) or underground storage tanks (in use or abandoned) on or about the Property and/or land adjacent to the Property. Seller has not and, to Seller's knowledge, nor has any prior owner or occupant of the Property: (i) caused or permitted, and Seller has not received notice and had no knowledge of, the generation, manufacture, refinement, transportation, treatment, storage, deposit, release, salvage, installation, removal, disposal, transfer, production, burning or processing of Hazardous Substances (as hereinafter defined) on, under or about the Property or any adjacent properties; (ii) caused or permitted, and Seller has not received notice and has no knowledge of, the Release (as hereinafter defined) or existence of any Hazardous Substance on, under or affecting the Property or any adjacent properties; or (iii) caused or permitted, and Seller has not received notice and has no knowledge of, any substances or conditions on, under or affecting the Property or any adjacent properties which may support any claim or cause of action, whether by a governmental agency or any other person or entity, under any applicable federal, state or local law, rule, ordinance or regulation, including without limitation, those related to Hazardous Substances. For the purpose of this Agreement, the terms "Hazardous Substances" and "Release" shall have the same meaning as set forth in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Sections 9601 et seq.; provided, however, that the definition of Hazardous Substances shall also include, without limitation, petroleum and related by-products,
hydrocarbons, radon, asbestos, urea formaldehyde, polychlorinated biphenyl compounds and any other substance considered hazardous to humans or the environment.

d. **Leases; Options.** (i) Other than the oral Farm Lease, there are no outstanding written or other oral leases, easements and/or other types of agreement in any way affecting the Property that are not recorded in the Real Property Records of Hidalgo County, Texas, (ii) no person or entity has any right with respect to all or any portion of the Property (whether by option to purchase, easement, right of first refusal, contract or otherwise) that may prevent or interfere with Buyer taking title to, and exclusive possession of, all of the Property at Closing, and (iii) Seller shall not enter into any new lease, easement or other agreement with respect to the Property during the pendency of this Agreement that is not terminable upon demand without Buyer’s prior written consent, which may be given or withheld by Buyer in Buyer’s sole and absolute discretion.

e. **No Notices.** Seller has not received any notice of, and to the best of its knowledge, there are no (i) proposed special assessments, condemnation or changes in the roads adjacent to the Property; (ii) pending public improvements that will result in any charge being levied or assessed against, or a lien being created upon, the Property; or (iii) pending or threatened eminent domain or condemnation proceedings against or involving any portion of the Property or any adjacent parcel.

f. **Access.** Seller has not received any notice of any existing or proposed plans to widen, modify or realign any street adjoining the Property, and the Property has full and free access to and from public highways, streets and roads, subject only to governmental approval. Seller has no knowledge of any pending or threatened proceeding by any governmental authority, or any other fact or condition, which would limit or result in the termination of the Property’s access to and from such public highways, streets and roads.

g. **Reserved.**

h. **Pipelines.** There are no transportation pipelines, including without limitation, pipelines for the transportation of natural gas, natural gas liquids, synthetic gas, liquefied petroleum gas, petroleum or a petroleum product or hazardous substance, located on, under or within the Property.

i. **Owners’ Association.** The Property is not subject to mandatory membership in a property owners’ association.

j. **Litigation.** There is no pending or threatened litigation, arbitration, administrative action or examination, claim or demand whatsoever relating to the Property; and no attachments, execution proceedings, liens, assignments or insolvency proceedings are pending or threatened against Seller or the Property or contemplated by Seller.

k. **Performance During Pendency of Agreement.** During the pendency of this Agreement, Seller will perform its material obligations under all agreements that affect the
Property. In addition, by executing this Agreement Buyer hereby represents and warrant to Seller that, during the pendency of this Agreement, Buyer will perform its material obligations under all agreements that affect the Property.

1. **Insurance.** During the pendency of this Agreement, Seller shall maintain all insurance Seller was carrying on the Effective Date. Seller hereby states that as of the Effective date it is not carrying any insurance on the Property.

m. **Exclusive Rights.** In consideration of the efforts and expenses that Buyer is required to perform and incur in connection with its review of the Property (for purposes of this Section 7.m, the "Property" is limited to Hidalgo CAD Property ID Nos. 290000 and 290003), Seller agrees, during the pendency of this Agreement, to not, either directly or indirectly, offer to sell or solicit any offers to purchase or negotiate for the sale or disposition of the Property, other than to obtain an unsolicited back-up purchase and sale agreement (a "Back-Up Contract") that explicitly state that

(i) Seller has a right to provide Buyer a copy of the Back-Up Contract,

(ii) the Back-Up Contract is subject to, and the purchaser's rights thereunder are subordinate to, this Agreement and Buyer's rights under this Agreement, and

(iii) Seller and Buyer may make modifications and/or additions to the terms and conditions of this Agreement, which shall not in any way affect the priority of this Agreement as being senior to the Back-Up Contract.

n. **Foreign Person.** Seller is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1986, as amended.

Seller shall fully disclose to Buyer, promptly upon its occurrence, any change in facts, assumptions or circumstances of which Seller becomes aware prior to the date of Closing that may affect the representations and warranties set forth above. The representations and warranties of Seller contained herein shall survive the Closing and delivery of the Deed.
8. Miscellaneous.

a. **Plans and Approvals.** Buyer shall have the right to file, at Buyer’s expense, any and all applications and plans necessary to obtain building permits, subdivision or plat (or the vacation of any existing subdivision or plat), and/or any other agreement, assurance, approval or permit from any and all governmental authorities having jurisdiction over the Property that Buyer deems appropriate in connection with the intended purpose of the Property. Seller agrees to join in the execution of any application required in order to obtain any such agreement, assurance, permit or approval (or file such application individually if the relevant governmental authority shall so require). Seller further agrees to cooperate with Buyer or its nominee in all respects, including without limitation, attending and giving favorable testimony at any hearings on the petitions or applications, meeting with and providing information to public and private utilities and governmental and quasi-governmental entities, and otherwise working to obtain the agreements, assurances, approvals and permits required by Buyer or its nominee without additional cost or obligation to Buyer or its nominee.

b. **Notices and Deadline Dates.** Any notice, request, demand, instruction or other document to be given or served hereunder or under any document or instrument executed pursuant to this Agreement shall be in writing and shall be (i) delivered personally, (ii) sent or by overnight express courier, postage prepaid, or (iii) sent by facsimile or electronically (email), each addressed to the Parties at their respective addresses set forth above, and the same shall be effective upon receipt or refusal of delivery (if verification of receipt is requested, the Party receiving notice via facsimile or electronically will provide prompt verification of receipt). A Party may change its address for receipt of notices by service of a notice of such change in accordance herewith. If any deadline under this Agreement falls on a Saturday, Sunday or legal holiday (which for purposes of this Agreement shall be not be considered a “business day”), the deadline shall be extended to the next business day.

c. **Attorneys’ Fees.** In the event either Party brings an action at law or other proceeding permitted under the terms of this Agreement against the other Party in order to enforce or interpret any of the terms, covenants or conditions hereof or any instrument executed pursuant to this Agreement or by reason of any breach or default hereunder or thereunder, the Party prevailing in any such action or proceeding shall be paid all reasonable costs and expenses, including without limitation reasonable attorneys’ fees, by the non-prevailing Party.

d. **Successors and Assigns; Binding Agreement.** Seller may not assign this Agreement without the written consent of Buyer. Buyer may assign this Agreement and/or any interest herein to a third party that is affiliated with or related to Buyer without Seller’s consent. In the event of an assignment of this Agreement, the assignor shall not be released from any and all of the assignor’s obligations under this Agreement. Upon such assignment by Buyer, the assignee shall agree in writing to be fully bound by the terms and conditions of this Agreement as if such assignee had been the original Buyer hereunder. A copy of any such
assignment and the agreement of any such assignee to be fully bound by the terms of and conditions of this Agreement as provided hereunder, shall be provided by Buyer to Seller upon its full execution. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, legal representatives, successors and assignees. This Agreement constitutes the entire agreement between the Parties, and supersedes any and all prior agreements, arrangements and understanding between the Parties. This Agreement may only be amended by a written agreement executed by all of the Parties.

e. BROKERS AND COMMISSIONS. BUYER AND SELLER REPRESENT AND WARRANT TO EACH OTHER THAT NEITHER HAS DEALT WITH A BROKER, AGENT, OR OTHER PERSON IN CONNECTION WITH THIS TRANSACTION OTHER THAN BUYER, AND BUYER SHALL PAY ITS BROKER FEES AND COMMISSIONS DUE AT CLOSING TO LAURA LIZA PAZ, WHO SHALL RECEIVE AN AMOUNT EQUAL TO 2.5% OF THE PURCHASE PRICE PAID AT CLOSING PURSUANT TO A SEPARATE AGREEMENT. BUYER AND SELLER EACH INDEMNIFY THE OTHER AGAINST, AND SHALL HOLD THE OTHER HARMLESS FROM, ANY AND ALL SUITS, CLAIMS, DEMANDS, JUDGMENTS, DAMAGES, COSTS AND EXPENSES OF OR FOR ANY FEES OR COMMISSIONS WHICH ARE THE RESPONSIBILITY OF THE INDEMNIFYING PARTY, AND SHALL PAY ALL COSTS OF DEFENDING ANY ACTION OR LAWSUIT BROUGHT TO RECOVER ANY BROKER FEES OR COMMISSIONS WHICH ARE THE RESPONSIBILITY OF THE INDEMNIFYING PARTY BUT ARE INCURRED BY THE OTHER PARTY, INCLUDING REASONABLE ATTORNEYS' FEES.

f. Effect of Termination. This Agreement shall be void and of no further force and effect upon any proper termination under the terms hereof (other than terms herein that specifically provide that they survive the termination of this Agreement).

g. Multiple Counterparts. This Agreement may be executed in one or more counterparts, and all so executed shall constitute one and the same agreement, binding upon the Parties, and notwithstanding that all of the Parties are not signatories to the same counterparts.

h. Time of the Essence. Time is of the essence of this Agreement and every provision hereof.

i. CHOICE OF LAW. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE UNITED STATES OF AMERICA AND THE INTERNAL LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO ITS CONFLICT RULES. VENUE AND JURISDICTION FOR ALL CLAIMS UNDER THIS AGREEMENT SHALL BE EXCLUSIVELY IN THE STATE OF TEXAS.

j. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable, and this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal,
invalid or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Agreement, a legal, valid and enforceable provision that is as similar in terms to such illegal, invalid or unenforceable provision as is possible.

k. **Complete Understanding.** This Agreement represents the complete understanding between the Parties as to the subject matter hereof and supersedes all prior negotiations, statements and agreements, either written or oral, between the Parties. No inducements, representations, statements or agreements have been made or relied upon in the making of this Agreement, except those specifically set forth in this Agreement. Neither Party has any right to rely on any other prior or contemporaneous statements and/or agreements made by anyone concerning this Agreement that are not set forth herein.

l. **TDHCA Requirement.** Notwithstanding any other provision of this Agreement, Buyer shall have no obligation to purchase the Property, and no transfer of title to the Buyer may occur, unless and until Texas Department of Housing and Community Affairs (the "Department") has provided Buyer and/or Seller with a written notification that: (i) the Department has completed a federally required environmental review and its request for release of federal funds has been approved and, subject to any other contingencies in this Agreement, (A) the purchase may proceed, or (B) the purchase may proceed only if certain conditions to address issues in the environmental review shall be satisfied before or after the purchase of the Property; or (ii) the Department has determined that the purchase is exempt from federal environmental review and a request for release of funds is not required.

m. **Access Drive.** If the purchase and sale of the Property occurs in connection with this Agreement, Buyer and Seller acknowledge and agree that Buyer will require an easement across Seller’s adjacent land in order for the Land to have access to and from McColl Road. In connection therewith:

(i) Buyer and Seller shall enter into an agreement by which Seller agrees to grant to Buyer access to property or grant an easement appurtenant to the Land that will provide the Property and its occupants with vehicular and pedestrian ingress, egress, general access and passage to and from the Property and McColl Road, such easement agreement (the "Access Easement"), to be in form and content reasonably acceptable to Buyer and Seller, as well as their respective investors and mortgagees. Buyer and Seller shall negotiate the terms of the Access Easement in good faith.

(ii) In consideration for Seller granting such easement to Buyer, Buyer shall be responsible for the construction and completion of the driveway or street, together with related improvements that may include, without limitation, curbing, gutters, lighting and drainage (the "Access Improvements"), that are necessary to give the Property access to McColl Road pursuant to the terms of the Access Easement.
Buyer's construction of the Access Improvements shall be completed in accordance with all applicable governmental requirements, as well as the terms of the Access Easement. Seller shall reimburse Buyer for fifty percent (50%) of the costs and expenses Buyer incurs in connection with the construction of the Access Improvements, as more particularly described in the Access Easement. Seller must approve the design of the Access Improvements, not to be unreasonably withheld, conditioned, or denied.

n. **Design Restriction.** Buyer shall use commercially reasonable efforts to design the improvements contemplated on the Property in the Spanish/Mission-style architecture aesthetic. Nevertheless, this design restriction shall be of no force or effect if the proposed design threatens the feasibility of the contemplated improvements. Seller hereby acknowledges and agrees that a variety of parties will have input as to the design of the contemplated improvements, including without limitation, the City of Edinburg, Hidalgo County, Texas, the Texas Department of Housing and Community Affairs, Buyer's lenders, Buyer's investors, design consultants, etc., which may result in substantial design changes. If the input of such parties and/or project feasibility requires that Buyer redesign the contemplated improvements, Buyer will submit a written explanation to Seller describing the cause of the changes. Further, to the extent the elevations contained in those certain renderings Buyer provided to Seller change, Buyer agrees to provide Seller with updated elevations for Seller's approval, such approval not to be unreasonably delayed, conditioned, or denied.

9. **Texas Disclosures.** By its signature to this Agreement, Buyer hereby acknowledges its receipt of the following notices at or before the execution of this Agreement:

a. **Notice Regarding Possible Liability for Additional Taxes.** If for the current ad valorem tax year the taxable value of the Property that is the subject of this Agreement is determined by a special appraisal method that allows for appraisal of the Property at less than its market value, Buyer may not be allowed to qualify the Property for that special appraisal in a subsequent tax year and the Property may then be appraised at its full market value. In addition, the transfer of the Property or a subsequent change in the use of the Property may result in the imposition of an additional tax plus interest as a penalty for the transfer or the change in the use of the Property. The taxable value of the Property and the applicable method of appraisal for the current tax year is public information and may be obtained from the tax appraisal district established for the county in which the Property is located.

b. **Notice Regarding Possible Annexation.** If the Property that is the subject of this Agreement is located outside the limits of a municipality, the Property may now or later be included in the extraterritorial jurisdiction 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 extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's
extraterritorial jurisdiction, Buyer should contact all municipalities located in the general proximity of the Property for further information.

c. **Property Located in a Certificated Service Area of a Utility Service Provider.** The Property 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 the Property is located in a certificated area there may be special costs or charges that Buyer will be required to pay before Buyer 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 the Property. Buyer is advised to determine if the Property is in a certificated area and contact the utility service provider to determine the cost that Buyer will be required to pay and the period, if any, that is required to provide water or sewer service to the Property.

d. **Notice Regarding Title.** The Texas Real Estate License Act requires a real estate agent to advise Buyer that he should have an attorney examine an abstract of title to the Property being purchased; or a title insurance policy should be obtained. Notice to that effect is hereby given to Buyer.

10. **Tax Credit Provisions.** Notwithstanding anything to the contrary set forth in this Agreement or otherwise:

a. **Housing Tax Credits.** The Parties hereby acknowledge that Buyer intends to apply for, syndicate and sell certain housing tax credits (whether under state or federal law, collectively, "Tax Credits") with the assistance of the Texas Department of Housing and Community Affairs ("TDHCA"). If this Agreement has not otherwise been terminated, Buyer or its assignee and/or designee shall submit to TDHCA an application for an award of Tax Credits with respect to the Property on or before February 28, 2020. If Buyer does not submit an application on or before such date, Seller may terminate this Agreement by delivering written notice thereof to Buyer and Seller shall be entitled to keep the portion of the Original Earnest Money that has been delivered to Seller pursuant to the terms of Section 3.b, and the remainder of the Original Earnest Money shall be refunded to Buyer.

b. **Seller Cooperation.** Seller hereby agrees to assist Buyer, at Buyer’s sole cost and expense, in obtaining and submitting such information as is necessary to apply for or obtain the Tax Credits to the extent such information is available to Seller and not to Buyer.

[Signatures begin on the next page]
IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the Effective Date.

BUYER: MADHOUSE DEVELOPMENT, INC.,
a Texas corporation

By: Enrique Flores, IV, President

Executed: January 7, 2020
SELLER: MVP PARTNERSHIP, LTD., a Texas limited partnership,

By: Jose E. Garcia, General Manager

Executed: January 7, 2020
RE: Purchase and Sale Agreement

Seller: MVP PARTNERSHIP, LTD.

Buyer: MADHOUSE DEVELOPMENT, INC.

Property: +/-6.0-ACRE TRACT OF LAND LOCATED IN NORTH WEST QUADRANT OF W ALBERTA RD & S. MCCOLL RD., EDINBURG, HIDALGO COUNTY, TEXAS

**ESCROW RECEIPT**

The title company acknowledges receipt of:

A. The Purchase and Sale Agreement on January 8, 2020

B. Earnest money in the amount of $20,000.00 in the form of a company check (#3036), on January 8, 2020

Title Company/Escrow Agent:
EDWARDS ABSTRACT AND TITLE CO.
3111 W. Freddy Gonzalez Drive
Edinburg, Texas 78539
(956) 383-4951
(956) 289-3014 Fax

GF No. 2020-926545

By:

Marilyn De Luna, CEIP, CTIP, CAEP, NTP
Vice President/Senior Escrow Officer
marilyn.deluna@edwardsabstract.com
EXHIBIT A

+/- 6.00 Acres located at:

North West Quadrant of W. Alberta Rd. & S. McColl Rd.,
Edinburg, Hidalgo County, Texas 78539

Hidalgo CAD Property ID: 290000 and 290003

As shown below for illustration purposes only and property to be conclusively established by survey.
INGRESS/EGRESS & EASEMENTS
Owner Certification

I, Enrique Flores, certify that at time of Commitment I will provide evidence of an access 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 as required by §11.204(10)(D). The undersigned further certifies that he/she has the authority to execute this certification.

Avanti West, LP
Applicant Entity Name

By:

Signature of Authorized Representative
Enrique Flores, IV
Printed Name
Authorized Representative
Title
2/24/2020
Date

Sworn to and subscribed before me on the day of February, 2020.
by Enrique Flores

(Personalized Seal)

K. Dashelle Groody
Notary Public Signature
Notary Public, State of Texas
Comm. Expires 04-01-2020
Notary ID 130604318

Avanti West, LP
8500 Shoal Creek Blvd, Bldg, 4, Ste. 208, Austin, TX 78757
Phone – (512) 982-1342 | Fax – (512) 900-2860
contact@madhousedevelopment.net
invalid or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Agreement, a legal, valid and enforceable provision that is as similar in terms to such illegal, invalid or unenforceable provision as is possible.

k. **Complete Understanding.** This Agreement represents the complete understanding between the Parties as to the subject matter hereof and supersedes all prior negotiations, statements and agreements, either written or oral, between the Parties. No inducements, representations, statements or agreements have been made or relied upon in the making of this Agreement, except those specifically set forth in this Agreement. Neither Party has any right to rely on any other prior or contemporaneous statements and/or agreements made by anyone concerning this Agreement that are not set forth herein.

l. **TDHCA Requirement.** Notwithstanding any other provision of this Agreement, Buyer shall have no obligation to purchase the Property, and no transfer of title to the Buyer may occur, unless and until Texas Department of Housing and Community Affairs (the "Department") has provided Buyer and/or Seller with a written notification that: (i) the Department has completed a federally required environmental review and its request for release of federal funds has been approved and, subject to any other contingencies in this Agreement, (A) the purchase may proceed, or (B) the purchase may proceed only if certain conditions to address issues in the environmental review shall be satisfied before or after the purchase of the Property; or (ii) the Department has determined that the purchase is exempt from federal environmental review and a request for release of funds is not required.

m. **Access Drive.** If the purchase and sale of the Property occurs in connection with this Agreement, Buyer and Seller acknowledge and agree that Buyer will require an easement across Seller’s adjacent land in order for the Land to have access to and from McColl Road. In connection therewith:

   (i) Buyer and Seller shall enter into an agreement by which Seller agrees to grant to Buyer access to property or grant an easement appurtenant to the Land that will provide the Property and its occupants with vehicular and pedestrian ingress, egress, general access and passage to and from the Property and McColl Road, such easement agreement (the "Access Easement"), to be in form and content reasonably acceptable to Buyer and Seller, as well as their respective investors and mortgagees. Buyer and Seller shall negotiate the terms of the Access Easement in good faith.

   (ii) In consideration for Seller granting such easement to Buyer, Buyer shall be responsible for the construction and completion of the driveway or street, together with related improvements that may include, without limitation, curbing, gutters, lighting and drainage (the "Access Improvements"), that are necessary to give the Property access to McColl Road pursuant to the terms of the Access Easement.
Buyer's construction of the Access Improvements shall be completed in accordance with all applicable governmental requirements, as well as the terms of the Access Easement. Seller shall reimburse Buyer for fifty percent (50%) of the costs and expenses Buyer incurs in connection with the construction of the Access Improvements, as more particularly described in the Access Easement. Seller must approve the design of the Access Improvements, not to be unreasonably withheld, conditioned, or denied.

n. **Design Restriction.** Buyer shall use commercially reasonable efforts to design the improvements contemplated on the Property in the Spanish/Mission-style architecture aesthetic. Nevertheless, this design restriction shall be of no force or effect if the proposed design threatens the feasibility of the contemplated improvements. Seller hereby acknowledges and agrees that a variety of parties will have input as to the design of the contemplated improvements, including without limitation, the City of Edinburg, Hidalgo County, Texas, the Texas Department of Housing and Community Affairs, Buyer's lenders, Buyer's investors, design consultants, etc., which may result in substantial design changes. If the input of such parties and/or project feasibility requires that Buyer redesign the contemplated improvements, Buyer will submit a written explanation to Seller describing the cause of the changes. Further, to the extent the elevations contained in those certain renderings Buyer provided to Seller change, Buyer agrees to provide Seller with updated elevations for Seller's approval, such approval not to be unreasonably delayed, conditioned, or denied.

9. **Texas Disclosures.** By its signature to this Agreement, Buyer hereby acknowledges its receipt of the following notices at or before the execution of this Agreement:

a. **Notice Regarding Possible Liability for Additional Taxes.** If for the current ad valorem tax year the taxable value of the Property that is the subject of this Agreement is determined by a special appraisal method that allows for appraisal of the Property at less than its market value, Buyer may not be allowed to qualify the Property for that special appraisal in a subsequent tax year and the Property may then be appraised at its full market value. In addition, the transfer of the Property or a subsequent change in the use of the Property may result in the imposition of an additional tax plus interest as a penalty for the transfer or the change in the use of the Property. The taxable value of the Property and the applicable method of appraisal for the current tax year is public information and may be obtained from the tax appraisal district established for the county in which the Property is located.

b. **Notice Regarding Possible Annexation.** If the Property that is the subject of this Agreement is located outside the limits of a municipality, the Property may now or later be included in the extraterritorial jurisdiction 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 extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's
TITLE COMMITMENT
OR TITLE POLICY
THE FOLLOWING COMMITMENT FOR TITLE INSURANCE IS NOT VALID UNLESS YOUR NAME AND THE POLICY AMOUNT ARE SHOWN IN SCHEDULE A, AND OUR AUTHORIZED REPRESENTATIVE HAS COUNTERSIGNED BELOW.

COMMITMENT FOR TITLE INSURANCE
Issued by

National Investors Title Insurance Company
P.O. Drawer 2687, Chapel Hill, North Carolina 27515-2687
(919) 968-2200 • www.invtitle.com

We (National Investors 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.

Edwards Abstract and Title Co.

Authorized Countersignature

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.
TEXAS TITLE INSURANCE INFORMATION

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

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

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 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 National Investors Title Insurance Company at 1-877-256-8098 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.
COMMITMENT FOR TITLE INSURANCE (FORM T-7)
SCHEDULE A

Issued By
NATIONAL INVESTORS TITLE INSURANCE COMPANY

Effective Date: February 7, 2020  
GF No.: 2020-926545

Commitment No. 02, issued February 17, 2020, 12:00 AM

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: $2,250,000.00
   PROPOSED INSURED: Avanti West, LP, a Texas limited partnership ***
   See Schedule C item 18 for requirements

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

   Policy Amount: TBD
   PROPOSED INSURED:

   Proposed Borrower: Avanti West, LP, a Texas limited partnership ***
   See Schedule C item 18 for requirements

c. LOAN POLICY OF TITLE INSURANCE (Form T-2)

   Policy Amount: TBD
   PROPOSED INSURED: TBD

   Proposed Borrower: Avanti West, LP, a Texas limited partnership ***
   See Schedule C item 18 for requirements

d. TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)

   Policy Amount: TBD
   PROPOSED INSURED:

   Proposed Borrower:

e. LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)

   Binder Amount: TBD
   PROPOSED INSURED:

   Proposed Borrower:

f. OTHER

   Policy Amount: TBD
   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:

   MVP PARTNERSHIP, LTD.
4. Legal description of land:

6 acres, more or less, out of an 8.86-acre tract of land, more or less, out of Lot 5, Block 4, STEELE AND PERSHING SUBDIVISION, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 8, Page 115, Deed Records, Hidalgo County, Texas, said tract more particularly described by metes and bounds as follows: *(See item 13 of Schedule "C" herein attached)*

Company does not represent that the acreage and/or square footage calculations are correct.

Edwards Abstract and Title Co.  

[National Investors Title Insurance Company]

Authorized Countersignature

[Signature]

[Stamp]

Attest: [Signature]  

President

Secretary
SCHEDULE B

Commitment No.: 002
GF No.: 2020-926545

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:

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 (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year 2020, and subsequent years.")

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

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

8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy (T-2) only.)
9. The Exceptions from Coverage and 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:
   a. Right of parties in possession. (Owner's title policy only.)
   b. Mineral and/or royalty grant(s) and/or reservation(s) in instrument(s) dated April 5, 1954, recorded in Volume 796, Page 464, Deed Records, dated March 24, 1989, recorded in Volume 2763, Page 01, Official Records, and dated October 8, 1997, recorded under Clerk's File No. 631243, Official Records, Hidalgo County, Texas. Title to the herein described mineral interest(s) was not checked subsequent to the date(s) of the aforesaid instrument(s).
   c. Oil, Gas and Mineral Lease(s) dated November 14, 1946, recorded in Volume 71, Page 67, Oil and Gas Records, Hidalgo County, Texas. Title to the herein described mineral interest(s) was not checked subsequent to the date(s) of the aforesaid instrument(s).
   d. Waiver of Surface Rights dated October 8, 1997, recorded under Clerk's File Nos. 632124 and 632126, Official Records, Hidalgo County, Texas. Title to the herein described mineral interest(s) was not checked subsequent to the date(s) of the aforesaid instrument(s).
   e. Right of Way Easement dated October 17, 1954, recorded in Volume 812, Page 204, Deed Records, Hidalgo County, Texas.
   g. Subject to any portion of the land within the limits or boundaries of any public or private roadway and/or highway and the rights of the public thereto.
   h. Easements and reservations as may appear upon the recorded map and dedication of said subdivision.
   i. 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 COMPANY, THIS EXCEPTION WILL BE DELETED. COMPANY RESERVES THE RIGHT TO ADD ADDITIONAL EXCEPTIONS PER ITS EXAMINATION OF SAID SURVEY).
   j. Any and all liens arising by reason of unpaid bills or claims for work performed or materials furnished in connection with improvements placed, or to be placed, upon the subject land. However, the Company does insure the Insured against loss, if any, sustained by the Insured under this policy if such liens have been filed with the County Clerk of Hidalgo County, Texas, prior to the date hereof. (THIS EXCEPTION MAY BE DELETED IF PROPOSED TRANSACTION DOES NOT INCLUDE COST OF CONSTRUCTION OF IMPROVEMENTS, CONSTRUCTION OR REPAIRS).
k. Pending disbursement of the full proceeds of the loan secured by the lien instrument set forth under Schedule A hereof, this policy insures only to the extent of the amount actually disbursed, but increases as each disbursement is made in good faith and without knowledge of any defects in, or objections to, the title up to the face amount of the policy. Nothing contained in this paragraph shall be construed as limiting any exception under Schedule B, or any printed provision of this policy. (LOAN POLICY ONLY) (THIS EXCEPTION MAY BE DELETED IF PROPOSED TRANSACTION DOES NOT INCLUDE COST OF CONSTRUCTION OF IMPROVEMENTS, CONSTRUCTION OR REPAIR, AND LOAN PROCEEDS ARE FULLY DISBURSED).

l. Liability hereunder at the date hereof is limited to $2,250,000.00. Liability shall increase as contemplated improvements are made, so that any loss payable hereunder shall be limited to said sum plus the amount actually expended by the Insured as improvements at the time the loss occurs. Any expenditures made for improvements, subsequent to the date of this policy, will be deemed made as of the date of this policy. In no event shall the liability of the Company hereunder exceed the face amount of this policy. Nothing contained in this paragraph shall be construed as limiting any exception or any printed provision of this policy. (OWNER POLICY ONLY) (THIS EXCEPTION MAY BE DELETED IF PROPOSED TRANSACTION DOES NOT INCLUDE COST OF CONSTRUCTION OF IMPROVEMENTS, CONSTRUCTION OR REPAIRS).
SCHEDULE C

Commitment No.: 002  GF No.: 2020-926545

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

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

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

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

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

5. Note: Procedural Rule P-27 requires that "Good Funds" be received and deposited before a Title Agency may disburse from its Trust Fund Account.

6. IF THIS TRANSACTION CLOSES IN YOUR OFFICE, EDWARDS ABSTRACT AND TITLE CO. REQUIRES THE FOLLOWING:
   A. Affidavit as to Debts and Liens.
   B. Waiver of Inspection. (Owner's Title Policy only)
   C. Copy of Closing Statement.
   D. If you file closing documents, copies of documents with recording information.

7. Deed of Trust, Assignment of Rents, Security Agreement and Financing Statement dated May 28, 2019 recorded on May 31, 2019, under Clerk’s File No. 3018478, Official Records, Hidalgo County, Texas, executed by MVP PARTNERSHIP, LTD., A TEXAS LIMITED PARTNERSHIP, in favor of ADRIAN VILLARREAL, Trustee, securing the payment of one note in the principal amount of $390,000.00, and any other amounts payable under the said Deed of Trust, payable as therein provided to the order of INTERNATIONAL BANK OF COMMERCE. (AS TO THAT PORTION OF SAID 6.00 ACRE TRACT OUT OF THE 4.43 ACRE TRACT DESCRIBED IN SAID DEED OF TRUST) (COVERS MORE)

8. Notice dated December 23, 2019, filed by the City of Edinburg, assessing a lien against the property for mowing and/or pick-up of trash, recorded on January 13, 2020, under Clerk’s File No. 3078924, Official Records, Hidalgo County, Texas, in the amount of $150.00.
9. Prior to closing, Company must be furnished a satisfactory copy of the articles of partnership or partnership agreement of MVP PARTNERSHIP, LTD., A TEXAS LIMITED PARTNERSHIP, and any amendments thereto, at which time Company reserves the right to make revisions or additional exceptions and/or requirements to this commitment for title insurance.

10. Prior to closing, Company must be furnished satisfactory evidence that the Certificate of Limited Partnership of MVP PARTNERSHIP, LTD., A TEXAS LIMITED PARTNERSHIP, has been filed in the Office of the Secretary of State, at which time Company reserves the right to make revisions or additional exceptions and/or requirements to this commitment for title insurance.

11. INTENTIONALLY DELETED.

12. INTENTIONALLY DELETED.

13. Company requires that, prior to closing, it be furnished with a survey showing a plat of the Land, as well as legal access thereto, and containing the correct metes and bounds description of the land, made by a registered professional land surveyor of the State of Texas, at which time, Company reserves the right to make revisions and/or additional exceptions or requirements to this commitment for title insurance.

14. Prior to closing, Company must be provided the name of the lender, if any, and the loan amount, if any, at which time Company reserves the right to make revision or additional exceptions and/or requirements to this commitment for title insurance.

15. If the loan to be insured is new construction, Closer(s) shall notify Company so that the appropriate pending disbursement and completion of improvements exceptions can be placed on Schedule B of the policy.

Closer(s) should also obtain satisfactory evidence that there has been no construction activity on the land within the past six months. If there has been such activity, Company requires an Affidavit of Completion, executed by Contractor and Owner, showing the date of completion as well as an Affidavit of All Bills Paid executed by Contractor and Owner. In connection with the Contractor’s execution of said Affidavit of Completion and said Affidavit of All Bills Paid,

if the Contractor is a general partnership, Company must be furnished a satisfactory copy of the articles of partnership or partnership agreement of said general partnership, and any amendments thereto, at which time Company reserves the right to make revisions or additional exceptions and/or requirements to this commitment for title insurance;

if the Contractor is a limited liability company, Company must be furnished satisfactory copies of the articles of organization, the operating agreement and the regulations of said limited liability company, any amendment thereof, a certificate of good standing and satisfactory evidence of authority of the officer(s), manager(s) or member(s) thereof to execute said Affidavit of Completion and said Affidavit of All Bills Paid, at which time Company reserves the right to make revisions or additional exceptions and/or requirements to this commitment for title insurance;

if the Contractor is a corporation, Company must be furnished satisfactory evidence regarding the corporate status of said corporation, satisfactory evidence of said corporation’s good standing and a satisfactory certified copy of a resolution by the board of directors of said corporation authorizing the execution and delivery by the proper officer(s) thereof of said Affidavit of Completion and said Affidavit of All Bills Paid, at which time Company reserves the right to make revisions or additional exceptions and/or requirements to this commitment for title insurance;

if the contractor is a limited partnership, Company must be furnished a satisfactory copy of the articles of
partnership or partnership agreement of said limited partnership and any amendments thereto, along with satisfactory evidence that the Certificate of Limited Partnership of said limited partnership has been filed in the Office of the Secretary of State; additionally, if the general partner in said limited partnership is a limited liability company, Company must be furnished all the items required of a limited liability company, as set forth above; alternatively, if the general partner in said limited partnership is a corporation, Company must be furnished all the items required of a corporation, as set forth above; and,

finally, upon receipt of all the matters required herein, Company reserves the right to make revisions or additional exceptions and/or requirements to this commitment for title insurance.

16. Closer(s) must furnish Company with satisfactory assurance that Tax Certificates showing taxes paid through 2019 are retained in the closing file.

17. **IMPORTANT NOTE:** The endorsement charges stated in Schedule D notwithstanding, Company has neither received a written request to commit to the issuance of any endorsements to the policy anticipated by this commitment for title insurance nor has Company agreed to issue any endorsements.

18. As to the proposed insured, requirements are made that:

   (i) satisfactory documentation be provided that Avanti West, LP, has been duly created and registered as a Texas limited partnership;

   (ii) the purchaser's interest in the existing purchase and sale agreement provided for opening of title be satisfactorily assigned from MVP Partnership, Ltd. to Avanti West, LP, a Texas limited partnership; and

   (iii) satisfactory documentation be provided as to the authority, authorization and capacity of the person(s)/entity(ies) executing documents on behalf of Avanti West, LP, a Texas limited partnership.

19. **PLEASE CTRL+CLICK HERE TO ACCESS ALL SUPPORTING DOCUMENTS.**
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.

Shareholder owning or controlling, directly or indirectly, ten percent or more of the shares of the Underwriter:

**National Investors Title Insurance Company** is a wholly owned subsidiary of Investors Title Company.


Officers: J. Allen Fine, Chairman and CEO; W. Morris Fine, President and COO; Teresa Frost, President Texas Market; James A. Fine, Jr., EVP and CFO; C. Todd Murphy, SVP and Treasurer; Mike Aiken, Senior Vice President and Secretary; Daniel Minto, Senior Vice President

2. As to **Edwards Abstract and Title Co.** (Title Insurance Agent), the following disclosures are made:

Shareholders, owners, partners or other persons having, owning or controlling 1% or more of Title Insurance Agent are as follows:

**Byron Jay Lewis**   **EA Title Investors, LTD.**  **N. Michael Overly**  **Alan D. Monroe**

Shareholders, owners, partners, or other persons having, owning or controlling 10% or more of any entity that has, owns, or controls 1% or more of Title Insurance Agent are as follows:

**EA Title Investors, LTD.:**  **JWCCV, Ltd. and Rioco Partners, Ltd.**

If Title Insurance Agent is a corporation, the following is a list of the Officers/Directors:

**Agent Name:**  **Edwards Abstract and Title, LLC dba Edwards Abstract and Title Co.**

**Owners:**  Byron Jay Lewis; EA Title Investors, Ltd.; N. Michael Overly; Alan D. Monroe

**Officers:**  Byron Jay Lewis, President, Chief Executive Officer and Managing Member

N. Michael Overly, Executive Vice President, Chief Financial Officer and Chief Operations Officer; Guy S. Huddleston, III, Senior Vice President and Corporate Ambassador of Cameron County; DD Hoffman, Senior Vice President and Corporate Ambassador of Hidalgo County; Nancy Bryant, Vice President of Accounting, Escrow Operations and Human Resources; Elva Garza, Vice President of Marketing; Marilyn De Luna, Vice President - Director of Education and Training; Rene Correa, Vice President of Title Plant Operations; Mark Lewis, Branch Manager of McAllen, Mission Market Manager; Alice Delgadillo, Branch Manager of South Padre Island; Teresa Huddleston, Branch Manager of Brownsville; Mel Casas, Policy Manager; Pamela Dougherty, Weslaco Market Manager.

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 any sum 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>$10,988.00</td>
</tr>
<tr>
<td>Loan Policy</td>
<td>$100.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$11,088.00</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.

This commitment is invalid unless the insuring provisions and Schedules A, B, and C are attached.
IMPORTANT NOTICE

FOR INFORMATION, OR TO MAKE A COMPLAINT CALL OUR TOLL-FREE TELEPHONE NUMBER

(512)852-7600

ALSO YOU MAY CONTACT THE TEXAS DEPARTMENT OF INSURANCE AT

(800)252-3439

to obtain information on:
1. filing a complaint against an insurance company or agent,
2. whether an insurance company or agent is licensed,
3. complaints received against an insurance company or agent,
4. policyholder rights, and
5. a list of consumer publications and services available through the Department.

YOU MAY ALSO WRITE TO THE TEXAS DEPARTMENT OF INSURANCE
P.O. BOX 149104
AUSTIN, TEXAS 78714-9104
FAX NO. (512)490-1007

____________________________________________________________________________

AVISO IMPORTANTE

PARA INFORMACIÓN, O PARA SOMETER UNA QUEJA LLAME AL NUMERO GRATIS

(512)852-7600

TAMBIEN PUEDE COMUNICARSE CON EL DEPARTAMENTO DE SEGUROS DE TEXAS AL

(800)252-3439

para obtener información sobre:
1. como someter una queja en contra de una compañía de seguros o agente de seguros,
2. si una compañía de seguros o agente de seguros tiene licencia,
3. quejas recibidas en contra de una compañía de seguros o agente de seguros,
4. los derechos del asegurado, y
5. una lista de publicaciones y servicios para consumidores disponibles a través del Departamento.

TAMBIEN PUEDE ESCRIBIR AL DEPARTAMENTO DE SEGUROS DE TEXAS
P.O. BOX 149104
AUSTIN, TEXAS 78714-9104
FAX NO. (512)490-1007
Investors Title Company Privacy Statement

WHAT DOES INVESTORS TITLE COMPANY DO WITH YOUR PERSONAL INFORMATION?

Why?
Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What?
The types of personal information we collect and share depend on the product or service you have with us. This information can include:
- Social Security number and transaction history
- Purchase history and mortgage rates and payments
- Checking account information and wire transfer instructions

When you are no longer our customer, we continue to share your information as described in this notice.

How?
All financial companies need to share customers’ personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customer’s personal information; the reasons Investors Title Company chooses to share; and whether you can limit this sharing.

### Reasons we can share your personal information

<table>
<thead>
<tr>
<th>Reasons we can share your personal information</th>
<th>Does Investors Title Company share?</th>
<th>Can you limit this sharing?</th>
</tr>
</thead>
<tbody>
<tr>
<td>For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>For our marketing purposes— to offer our products and services to you</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>For joint marketing with other financial companies</td>
<td>No</td>
<td>We don’t share</td>
</tr>
<tr>
<td>For our affiliates’ everyday business purposes— information about your transactions and experiences</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>For our affiliates’ everyday business purposes— information about your creditworthiness</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td>For our affiliates to market to you</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td>For nonaffiliates to market to you</td>
<td>No</td>
<td>We don’t share</td>
</tr>
</tbody>
</table>

Questions?
Call 800-326-4842 or go to www.invtitle.com
WAIVER OF INSPECTION AND DISCLOSURE TO OWNER

TO: National Investors Title Insurance Company ("Title Insurer")
    Edwards Abstract and Title Co. ("The Company")

RE: MVP PARTNERSHIP, LTD., a Texas limited partnership to Avanti West, LP, a Texas limited partnership *** See Schedule C item 18 for requirements

GF (File) No.: 2020-926545

Land:
6 acres, more or less, out of an 8.86-acre tract of land, more or less, out of Lot 5, Block 4, STEELE AND PERSHING SUBDIVISION, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 8, Page 115, Deed Records, Hidalgo County, Texas, said tract more particularly described by metes and b
Continued on next page.

1. Waiver of Inspection

   You may refuse to accept an exception to the Owner’s Policy for “Rights of Parties in Possession.” “Rights of Parties in Possession” shall mean one or more persons or entities who are themselves actually physically occupying the property or a portion thereof under a claim or right adverse to the insured owner of the property as shown in Schedule A of the Policy. The Company may require an inspection of the property and an additional charge may be assessed for reasonable and actual costs of such an inspection. The Company may make additional Exceptions for matters the inspection reveals. If you do not delete this paragraph, you consent to this Exception and waive inspection of the land.

   YOU MAY REFUSE TO ACCEPT THIS EXCEPTION BY MARKING OUT THIS PARAGRAPH 1.

2. Receipt of Commitment

   You acknowledge having received and reviewed a copy of the Title Commitment issued in connection with this transaction. You understand that your Owner Policy will contain the Exceptions set forth in Schedule B of the Commitment, and any additional Exceptions to title resulting from the documents involved in this transaction, and any additional Exceptions reflected by an exhibit attached hereto.

3. Survey

   You may request amendment of the “Area and Boundary Exception” to read “Shortages in Area.” The Area and Boundary Exceptions is as follows: “Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or protrusions, or any overlapping of improvements.” You must furnish a current survey. The survey must be acceptable to the Company. You also must pay an additional premium equal to 15% of the basic premium charge. The Company may make additional exceptions for items shown on the survey.

   YOU MAY REQUIRE AMENDMENT OF THE AREA AND BOUNDARY EXCEPTION BY MARKING OUT THIS PARAGRAPH 3 AND BY COMPLYING WITH ITS PROVISIONS BEFORE COMPLETION OF THIS CLOSING.

4. Arbitration

   This paragraph does not apply to the Residential Owner Policy (T-1R). The parties must later agree to arbitrate under the Residential Owner Policy (T-1R).

   You may require deletion of the arbitration provision of the Owner Policy. If you do not delete this provision, either you or the Company may require arbitration, if the law allows. There is no charge to delete this provision.
5. **Notice**

You may wish to consult an attorney to discuss matters shown in Schedule B or C of the Commitment. These matters will affect your title and use of your land. Your Title Insurance Policy will be a legal contract between you and the Titled Insurer. The Commitment and Policy are not abstracts of title, title reports or representations of title. They are contracts of indemnity. We do not represent that your intended use of the property is allowed under the law or under the restrictions or exceptions affecting your property.

Signature:

Avanti West, LP, a Texas limited partnership *** See Schedule C item 18 for requirements

BY: ________________________________

Henry Flores
continuation of legal description:
ounds as follows: (See item 13 of Schedule "C" herein attached) Company does not represent that the acreage and/or square footage calculations are correct.
ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Insurance Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

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

The arbitration provision in the Policy is as follows:

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

SIGNATURE ___________________________ DATE ___________________________
NOTICE

☑️ PLEASE REVIEW SCHEDULE “C” ITEMS THAT MUST BE ADDRESSED, CLEARED AND/OR SATISFIED AS SOON AS POSSIBLE.

☎️ PLEASE CALL YOUR CLOSING AGENT IF YOU HAVE ANY QUESTIONS.
WIRE FRAUD

Don’t Be a Victim

• Never wire funds based on an email alone.

• Never validate wiring instructions based on a telephone number that accompanies the wiring instructions.

• Always validate wiring instructions over the phone at a known Edwards Abstract and Title Co telephone number.

You may obtain accurate phone numbers at http://www.edwards-titleco.com/ or call (956) 383-4951.
Dear Customer:

It is our pleasure to serve you at Edwards Abstract and Title Co. We view this opportunity as a privilege and would like to say thank you for the honor. We have enclosed key staff names so that if a special need arises you will know whom to contact.

KEY STAFF MEMBERS

Byron Jay Lewis  President, Chief Executive Officer and Managing Member
N. Michael Overly  Executive Vice President, Chief Financial Officer, and Chief Operating Officer
Guy S. Huddleston, III  Senior Vice President and Corporate Ambassador for Cameron County
DD Hoffman  Senior Vice President and Corporate Ambassador for Hidalgo County
Nancy Bryant  Vice President of Accounting, Escrow Operations and Human Resources
Elva Garza  Vice President of Marketing
Marilyn De Luna  Vice President - Director of Education and Training
Rene Correa  Vice President of Title Plant Operations
Mark Lewis  Branch Manager of McAllen, Mission Market Manager
Alice Delgadillo  Branch Manager of South Padre Island
Mel Casas  Policy Manager
Pamela Dougherty  Weslaco Market Manager

The following disclosures are added to comply with Schedule D, items B1 through B4. Additionally, Company, underwriter, and current law requires us to inform you of our business organizations. This commitment and any other insuring form is subject to approval by any applicable reinsurers and shall not be effective until such approval is obtained.

1. The Owners of Edwards Abstract and Title Co. consist of Byron Jay Lewis, EA Title Investors, LTD., N. Michael Overly, and Alan D. Monroe.

2. The Officers of Edwards Abstract and Title Co. are Byron Jay Lewis, President, Chief Executive Officer and Managing Member; N. Michael Overly, Executive Vice President, Chief Financial Officer, and Chief Operations Officer; Guy S. Huddleston, III, Senior Vice President and Corporate Ambassador of Cameron County; DD Hoffman, Senior Vice President and Corporate Ambassador of Hidalgo County; Nancy Bryant, Vice President of Accounting, Escrow Operations and Human Resources; Elva Garza, Vice President of Marketing; Rene Correa, Vice President of Title Plant Operations; Marilyn De Luna, Vice President - Director of Education and Training.

3. The financial owners of Edwards Abstract and Title Co. also own Hidalgo & Cameron Counties Tax Information and Delivery Service, LLC. You are not required to use Hidalgo & Cameron Counties Tax Information and Delivery Service, LLC. to provide tax information for your tax portion of the settlement statement on the subject property. You may be able to get this service at a different rate by shopping with other tax service providers.
4. As a financial owner of Edwards Abstract and Title Co., Byron Jay Lewis is also an attorney. Byron Jay Lewis is the equity Partner in the law firm of Lewis Peña Falcon. Lewis Peña Falcon are sometimes called upon to prepare documents. You are entitled to request advance disclosure of his involvement in your transaction and may choose to have an attorney of your choice represent you in the transaction. Upon your written request, such disclosure will be made to you. Any fees charged by them will be disclosed to you in advance as shown on the settlement statement.

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

The owners and officers of Edwards Abstract and Title Co. believe these disclosures fulfill Rule P-21 Promulgated by the State Board of Insurance; however, any additional requests for disclosures would be gladly answered through written request.

EDWARDS ABSTRACT AND TITLE CO.

Byron Jay Lewis
CEO

1075 Paredes Line Rd.
Brownsville, Texas 78520
(956) 542-6777
Fax (956) 544-0592

3111 W. Freddy Gonzalez Drive
Edinburg, Texas 78539
(956) 383-4951
Fax (956) 383-5443

222 E. Van Buren, Ste. 101
Harlingen, Texas 78550
(956) 425-6777
Fax (956) 440-1235

1650 Paredes Line Rd., Ste. 102
Brownsville, Texas 78521
(956) 849-6777
Fax (956) 542-4320

4228 N. McColl Road
McAllen, Texas 78504
(956) 682-4951
Fax (956) 631-3504

2009 Padre Blvd.
South Padre Island, Texas 78597
(956) 761-6777
Fax (956) 761-4613

Disclosures Rule P-21 2020-926545
Edwards Abstract and Title Co.

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 Edwards Abstract and Title Co..

We may collect nonpublic personal information about you from the following sources:
- Information we receive from you, such as on applications or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- 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 nonaffiliated companies that perform services on our behalf.

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.
BUYER / BORROWER HELPFUL HINTS

Please provide your Escrow Officer at Edwards Abstract and Title Co. with the following:

**Homeowner's Insurance:** Prior to closing, please provide us with your choice for homeowner’s insurance and your insurance agent's name and phone number.

**Certified Funds:** The Texas Department of Insurance requires certified funds at closing. Your closing cost must be in the form of a cashier's check, certified check or wired funds. Make the checks payable to Edwards Abstract and Title Co. Please, no cash or personal checks. Your closing officer or realtor will contact you prior to closing with the amount of your closing cost.

**Wired Funds:** If you wish to wire your closing costs from your account directly to Edwards Abstract and Title Co.’s escrow account, please inform us prior to closing so that we may assist you in making the arrangements.

**Identification:** Don’t forget to bring your unexpired Driver’s License or other form of unexpired government issued picture ID to closing.

**Reviewing the Documents:** If you wish to examine your loan documents prior to closing, please request that the mortgage company provide the documents to us at least one day early so that we can process the closing documents and provide you with copies for your review.

For additional information on the closing process, please visit our website at [www.edwards-titleco.com](http://www.edwards-titleco.com).

AVOID COMMON CLOSING DELAYS

- Don’t forget to bring the Termite Certificate to closing.
- All bills for inspections, repairs or other items to be paid at closing must be provided to us prior to closing.
- If you will not be present at closing to sign documents and you intend to use a Power of Attorney, you must provide the original Power of Attorney to your closing officer at Edwards Abstract and Title Co. prior to closing for approval and recording of the document. (Your Lender will also need to approve the Power of Attorney prior to closing). On the day of closing, we will need a contact number in order for us to reach you to verify that you have not revoked the Power of Attorney.
SELLER HELPFUL HINTS

Please provide your Escrow Officer at Edwards Abstract and Title Co. with the following:

**Existing Lien Holder(s):** As soon as possible, please provide your closing officer at Edwards Abstract and Title Co. with the name of your existing lien holder(s), along with their address and phone number and your loan numbers.

**Social Security Numbers:** We will need the social security number(s) of all owners of the property for tax reporting, and because the lender may require social security numbers for payoff information.

**Using an Existing Survey:** If the buyers and sellers have agreed to use an existing survey at closing, Edwards Abstract and Title Co. must review the survey prior to closing and receive verification from the sellers that no improvements have been made since the date of the survey.

**Identification:** Don’t forget to bring your unexpired Driver’s License or other form of unexpired government issued picture ID to closing.

**Wiring Information:** Upon funding of the transaction, we will be glad to wire your proceeds into your account. Please provide us with your wiring information if you chose to have your funds wired.

For additional information on the closing process, please visit our website at [www.edwards-titleco.com](http://www.edwards-titleco.com) and click on FAQ.

AVOID COMMON CLOSING DELAYS

- Don’t forget to bring the Termite Certificate to closing.
- All bills for inspections, repairs or other items to be paid at closing must be provided to us prior to closing.
- If you will not be present at closing to sign documents and you intend to use a Power of Attorney, you must provide the original Power of Attorney to your closing officer at Edwards Abstract and Title Co. prior to closing for approval and recording of the document. (Your Lender will also need to approve the Power of Attorney prior to closing). On the day of closing, we will need a contact number in order for us to reach you to verify that you have not revoked the Power of Attorney.
Prevent email phishing scams:

- Discuss the closing process and money transfer protocols with your real estate or settlement agent.
- If you receive an email requesting that you send money in connection with closing, even if it’s from a familiar source, STOP. Call your real estate or settlement agent to discuss. Don’t use phone numbers or links in the email.
- Don’t email financial information. Email is not a secure way to send financial information.
- Be cautious about opening attachments and downloading files from emails, regardless of who sent them. These files can contain malware that can weaken your computer’s security.
- Before sending any wire transfer, ask your bank for help identifying any red flags in the wiring instructions. Red flags include potential discrepancies between the account name and the name of the intended beneficiary (i.e., your real estate or settlement agent). Your bank may also be able to compare the receiving account number to account numbers identified in past consumer complaints as the destination of fraudulent transactions.
- Confirm receipt of the wire transfer by your real estate or settlement agent a few hours after the wire was transmitted. If you or another entity involved in the closing suspect a problem, report it to law enforcement and your bank as soon as possible to increase your likelihood of recovering the money.

What to do if you are a victim:

- Contact your bank or the money transfer company immediately upon discovering that funds have been transferred to the wrong account. Ask the bank or money transfer company to attempt a wire recall.
- Contact your local FBI and state Attorney General office.
- File a complaint, regardless of the dollar amount, with the FBI’s Internet Crime Complaint Center at www.ic3.gov. Part of the mission of ic3 is to provide the public with a reliable and convenient reporting mechanism to submit information to the FBI concerning suspected Internet-facilitated criminal activity. Information is analyzed and used for investigative and intelligence law enforcement purposes and for public awareness.
- Report the phishing scam to the FTC.

Source: CFPB
INCREASE IN ELIGIBLE BASIS
Increase in Eligible Basis (30% Boost)

Avanti West qualifies for the increase in eligible basis under 11.4(c)(3)(C) of the 2020 Qualified Allocation Plan as a development that meets the criteria for the Opportunity Index as defined in 11.9(c)(4) of the 2020 Qualified Allocation Plan. Evidence demonstrating the Opportunity Index criteria is met can be found under Tab 10 of this application.
Opportunity Index Data ($11.9(c)(4) of the 2020 Qualified Allocation Plan)

The median household income data is from table B19013 and the poverty data is from table S1701 of the 2013 - 2017 5-year American Community Survey (ACS). This data corresponds with the Opportunity Index scoring item at $11.9(c)(4) of the 2020 Qualified Allocation Plan (QAP). The QAP can be found at http://www.tdhca.state.tx.us/multifamily/ifsas-rules.htm. Please contact jason.burr@tdhca.state.tx.us with any questions.

Census Track 48215023902

<table>
<thead>
<tr>
<th>Census Tract</th>
<th>Geography</th>
<th>County FIPS</th>
<th>County</th>
<th>Region</th>
<th>Median Household Income</th>
<th>Q1 Income</th>
<th>Q2 Income</th>
<th>Q3 Income</th>
<th>Q4 Income</th>
<th>Median Household Income Quartile</th>
<th>Median Poverty Rate by Region</th>
<th>Poverty Rate Rank*</th>
<th>Poverty Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>48215023902</td>
<td>Census Tract 239.02, Hidalgo County, Texas</td>
<td>48215</td>
<td>Hidalgo</td>
<td>11</td>
<td>78531</td>
<td>26669</td>
<td>32462</td>
<td>43009.75</td>
<td>31009.75</td>
<td>1q</td>
<td>32.7</td>
<td>OK</td>
<td>7.7</td>
</tr>
</tbody>
</table>

Note: Median Household Incomes that are designated as 250,000+ are recoded as 250,000

*According to the current draft QAP, any poverty rate that is greater than the median for the region or 20% does not qualified for OI points under (4)(A)
Tab 13
Multiple Site Information Form
Multiple Site Information Form

This exhibit is required if a development site is assembled by aggregating noncontiguous tracts conveyed by one contract, or tracts conveyed by more than one contract whether contiguous or not. For each contract, list the address, legal description and acreage of each tract. The sum of the acreages must equal or exceed the acreage of the corresponding site plan(s) before dedications and other foreseeable reductions. Provide a reconciliation of any discrepancy (dedications, takings, reserves for other uses, etc.). **Behind this form, provide a plat of the acquisitions that correspond to each distinct development site. The plat should state the dimensions of each tract and identify the address, legal description and acreage. If the development site boundaries do not match the boundaries of the platted acquisitions, provide an overlay plat of the development site.**

<table>
<thead>
<tr>
<th>1</th>
<th>Contract Number</th>
<th>Census Tract</th>
<th>Acreage</th>
<th>Date of Sale</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Street Address

<table>
<thead>
<tr>
<th>Contact Name for Seller</th>
<th>Name of Seller Entity</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Only list if owner has owned <36 mos.**

<table>
<thead>
<tr>
<th>Contact Name for Previous Seller</th>
<th>Name of Previous Seller Entity</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Seller Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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</tbody>
</table>

Did the seller acquire the property through foreclosure or deed in lieu of foreclosure?

Is the seller affiliated with the Applicant, Principal, sponsor, or Development Team?

If yes above, describe relationship:

- [ ] Contract includes more than one tract/lot. Address, legal description, and acreage are below.
  
  a. **Address** | **Abbreviated Legal** | **Acres**
  b. **Address** | **Abbreviated Legal** | **Acres**
  c. **Address** | **Abbreviated Legal** | **Acres**

<table>
<thead>
<tr>
<th>2</th>
<th>Contract Number</th>
<th>Census Tract</th>
<th>Acreage</th>
<th>Date of Sale</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

Street Address

<table>
<thead>
<tr>
<th>Contact Name for Seller</th>
<th>Name of Seller Entity</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Only list if owner has owned <36 mos.**

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<tr>
<th>Contact Name for Previous Seller</th>
<th>Name of Previous Seller Entity</th>
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<table>
<thead>
<tr>
<th>Seller Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
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- [ ] Contract includes more than one tract/lot. Address, legal description, and acreage are below.
  
  a. **Address** | **Abbreviated Legal** | **Acres**
  b. **Address** | **Abbreviated Legal** | **Acres**
  c. **Address** | **Abbreviated Legal** | **Acres**
Tab 14
Elected Officials
** Elected Officials

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

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

- **No Pre-Application was submitted.**
  
  Please identify all elected officials which represent the Development Site.

<table>
<thead>
<tr>
<th><strong>US Representative</strong></th>
<th>District</th>
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<tbody>
<tr>
<td><strong>State Senator</strong></td>
<td>District</td>
</tr>
<tr>
<td><strong>Support Letter</strong></td>
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<tr>
<td><strong>City Mayor</strong></td>
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<table>
<thead>
<tr>
<th><strong>School Superintendent</strong></th>
<th>District Name</th>
<th>Email</th>
<th>Address</th>
<th>City</th>
<th>Zip</th>
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<table>
<thead>
<tr>
<th><strong>Presiding officer of Board of Trustees</strong></th>
<th>Email</th>
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<table>
<thead>
<tr>
<th><strong>District/Precinct</strong></th>
<th>Email or Phone</th>
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TAB 15
NEIGHBORHOOD ORGANIZATIONS
Organizations were identified in the Pre-Application, and there have been no changes. (If above is checked, the rest of the form may be left BLANK)

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

No Pre-Application was submitted.

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

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

1.

2.

3.

4.

5.
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
CERTIFICATION OF NOTIFICATIONS (continued)

Part 4. Certification

By: [Signature of Applicant/Development Owner]

Enrique Flores, IV
Printed Name

Texas
Notary Public, State of

Travis
County of

Date
2/24/2020

My Commission expires
4/1/2020

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 24th day of February, 2020

K. Dashelel Groody
Notary Public Signature

[Notary Public Stamp]

K. DASHELLE GROODY
Notary Public, State of Texas
Comm. Expires 04-01-2020
Notary ID 138604318

Seal
PART 3
DEVELOPMENT ACTIVITIES
Tab 17
Development Narrative
Development Narrative

1. The proposed Development is: (Check all that apply)

- New Construction
  (adaptive reuse select New Construction here and adaptive reuse in next box)
  
  and/or:

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

  Previous TDHCA #
  n/a

  If Acquisition/Rehab or Rehab, original construction year:
  n/a

  If Reconstruction, Units Demolished
  n/a

  Units Reconstructed
  n/a

2. The Target Population will be:

   - General

   NOTE: If "Elderly Development", review 10 TAC §11.1(d)(47) to ensure compliance.

   If Elderly is selected (10 TAC §11.1(d)(47)):

   - n/a Development meets the requirements of the Housing for Older Persons Act under the Fair Housing Act.
   - n/a 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):
     - n/a Development will receive other funding that has a requirement for a preference or limitation with regard to the population(s) served. If so, please explain in the box below.

Certification for Supportive Housing Applications

If Supportive Housing is selected (10 TAC §11.1(d)(122)), the Applicant or General Partner confirms that:

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

Describe:

Services will be provided by the Applicant or an Affiliate of the Applicant.

Services will be provided by a Third Party provider and evidence that the provider has at least a three-year record of providing substantive services similar to those proposed in the subject Application in residential settings is provided behind this Tab.
Supportive services will meet the minimum requirements provided in clauses (i) –(iv) of §11.1(d)(122)(D) of the Qualified Allocation Plan.

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

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

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:

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

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

Development is typical garden style walk-up with standard amenities and finishes for target population.

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></td>
</tr>
<tr>
<td>Multifamily Direct Loan: Construction Only (Repayable)</td>
<td>0.00%</td>
<td></td>
</tr>
<tr>
<td>Multifamily Direct Loan: Const. to Perm. (Soft Repayable)</td>
<td></td>
<td></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 can not be added or dropped from pre-application to full Application for Competitive HTC Applications.

<table>
<thead>
<tr>
<th>Competitive HTC Only</th>
<th>Multifamily Direct Loan Only</th>
</tr>
</thead>
<tbody>
<tr>
<td>Select Set-Aside if applicable</td>
<td>Select NOFA and Set-Aside</td>
</tr>
<tr>
<td>At-Risk</td>
<td>Nonprofit</td>
</tr>
</tbody>
</table>

Selections for At-Risk and USDA are independent of each other. Only select both if both apply.

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

7. **Previously Awarded State and Federal Funding**

Has this site/activity previously applied for TDHCA funds? 

| No |

Has this site/activity previously received TDHCA funds? 

| No |

If "Yes" Enter Project Number: 

| n/a | and TDHCA funding source: | n/a |

Has this site/activity previously received non-TDHCA federal funding? 

| No |

If yes, source: 

| n/a |

Will this site/activity receive non-TDHCA federal funding for costs described in this Application? 

| No |

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

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

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

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

- [ ] Applicant elects to use the Average Income for the Development.

If a revised form is submitted, date of submission: 

[ ]
TAB 18
DEVELOPMENT ACTIVITIES PART I
1. Common Amenities (ALL Multifamily Applications) [10 TAC §11.101(b)(5)]

<table>
<thead>
<tr>
<th># of Units</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>72</td>
<td></td>
</tr>
</tbody>
</table>

X 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

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

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

**OR:**

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

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

n/a 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).

n/a 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)

n/a 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).

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

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

X 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

X 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).
# Development Activities II

<table>
<thead>
<tr>
<th>Application</th>
<th>10 TAC §11.9(b)(1)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Development is Rehabilitation (excluding Reconstruction), Supportive Housing, or USDA financed; OR meets the minimum size requirements below:</td>
<td>(6 points)</td>
</tr>
<tr>
<td>Bedroom Size</td>
<td>0</td>
</tr>
<tr>
<td>Square Footage</td>
<td>550</td>
</tr>
<tr>
<td>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).*</td>
<td>(9 points)</td>
</tr>
<tr>
<td>* 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.</td>
<td></td>
</tr>
</tbody>
</table>

## 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 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 MF DL Self Score tab.

### Application is seeking points for Rent Levels of Residents. Direct Loan Points Claimed: 0

## Subsidy Per Unit (Direct Loan Applications only) [10 TAC §13.6(4)]

- Direct Loan Request/ Direct Loan or NHTF Units ≤ 60,000 | Direct Loan Points: 0 |
- Direct Loan Request/ Direct Loan or NHTF Units = 60,001 - 80,000 | Direct Loan Points: 0 |
- Direct Loan Request/ Direct Loan or NHTF Units > 80,001 - 100,000 | Direct Loan Points: 0 |

Applicants should confirm any point selections in this section by using the 2020 Direct Loan Unit Calculator Tool on the Apply for Funds page on the TDHCA website: https://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm. Points claimed here will appear on the MF DL Self Score tab.

### Application is seeking points for Subsidy Per Unit. Direct Loan Points Claimed: 0

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

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

- Application proposes to use the 20-50 or 40-60 election under §42(g)(1)(A) or §42(g)(1)(B) of the Code, respectively. COMPLETE THIS SECTION! CHECK YOUR MATH!

<table>
<thead>
<tr>
<th>Total Number of Units at 50% or less of AMGI</th>
<th>Number of 30% Units used to score points under §11.9(c)(2)*</th>
</tr>
</thead>
<tbody>
<tr>
<td>21</td>
<td>7</td>
</tr>
<tr>
<td>Number of 30% Units used under §11.4(c)(3)(D) regarding an Increase in Eligible Basis (30% boost)</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>20.00%</td>
</tr>
</tbody>
</table>

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

- Development is Supportive Housing proposed by a Qualified Nonprofit (16 points) 0
- Development is NOT Supportive Housing proposed by a Qualified Nonprofit (up to 15 pts) 0

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

- Development is Supportive Housing proposed by a Qualified Nonprofit (16 points) 0
- Development is NOT Supportive Housing proposed by a Qualified Nonprofit (up to 15 pts) 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.
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)

C. Development located in Non-Rural Area of Dallas, Fort Worth, Houston, San Antonio or Austin MSA
- The Average Income for the proposed Development will be 54% or lower (15 points).
- The Average Income for the proposed Development will be 55% or lower (13 points).
- The Average Income for the proposed Development will be 56% or lower (11 points).

D. Development proposed in all other areas.
- The Average Income for the proposed Development will be 55% or lower (15 points).
- The Average Income for the proposed Development will be 56% or lower (13 points).
- The Average Income for the proposed Development will be 57% or lower (11 points).

**Application is seeking points for Income Levels of Residents.** Points Claimed: 15

<table>
<thead>
<tr>
<th>5. Rent Levels of Residents (Competitive HTC Applications only) [§11.9(c)(2)]</th>
</tr>
</thead>
<tbody>
<tr>
<td>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:</td>
</tr>
<tr>
<td>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)</td>
</tr>
<tr>
<td>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)</td>
</tr>
<tr>
<td>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)</td>
</tr>
<tr>
<td>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)</td>
</tr>
</tbody>
</table>

**Application is seeking points for Rent Levels of Residents.** Points Claimed: 11

<table>
<thead>
<tr>
<th>6. Resident Services (Competitive HTC Applications and Direct Loan Applications) [§11.9(c)(3) and §13.6(2)]</th>
</tr>
</thead>
<tbody>
<tr>
<td>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.</td>
</tr>
<tr>
<td>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.</td>
</tr>
</tbody>
</table>

**Application is seeking points for Resident Services.** Points Claimed: 11

<table>
<thead>
<tr>
<th>7. Residents with Special Housing Needs (Competitive HTC Applications only) [§11.9(c)(6)]</th>
</tr>
</thead>
<tbody>
<tr>
<td>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)</td>
</tr>
<tr>
<td>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)</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>8. Pre-Application Participation (Competitive HTC Applications only) [§11.9(e)(3)]</th>
</tr>
</thead>
<tbody>
<tr>
<td>Development is requesting Pre-Application Points.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>9. Extended Affordability (Competitive HTC Applications only) [§11.9(e)(5)]</th>
</tr>
</thead>
<tbody>
<tr>
<td>Development will maintain a 35 year Affordability Period.</td>
</tr>
<tr>
<td>Development will maintain a 40 year Affordability Period.</td>
</tr>
<tr>
<td>Development will maintain a 45 year Affordability Period.</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>---</td>
</tr>
<tr>
<td><strong>10. Historic Preservation (Competitive HTC Applications only) [§11.9(e)(6)]</strong></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
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<tr>
<td><strong>11. Right of First Refusal (Competitive HTC Applications only) [§11.9(e)(7)]</strong></td>
</tr>
<tr>
<td>X</td>
</tr>
<tr>
<td><strong>12. Funding Request Amount (Competitive HTC Applications only) [§11.9(e)(8)]</strong></td>
</tr>
<tr>
<td>X</td>
</tr>
</tbody>
</table>
TAB 20
EXISTING
DEVELOPMENT
INFORMATION
### EXISTING DEVELOPMENT INFORMATION

1. **At-Risk Set-Aside (Competitive HTC Applications Only) [§11.5(3)]**

   - **Qualification:** Must meet the requirements of an At-Risk Development in §11.5(3) of the Qualified Allocation Plan. Documentation must be submitted behind this tab showing that the Development meets the requirements of Texas Government Code §2306.6702(a)(5) and §11.5(3) of the 2020 Qualified Allocation Plan.

   **PART A:** **DOCUMENTATION MUST SHOW THAT THE SUBSIDY OR BENEFIT IS FROM ONE OF THE FOLLOWING APPROVED PROGRAMS** (mark all that apply):

   - Sections 221(d)(3) and (5), National Housing Act (12 U.S.C. Section 1715l)
   - Section 236, National Housing Act (12 U.S.C. Section 1715z-1)
   - Section 202, Housing Act of 1959 (12 U.S.C. Section 1701q)
   - Section 101, Housing and Urban Development Act of 1965 (12 U.S.C. Section 1701j)
   - The Section 8 Additional Assistance Program for housing developments with HUD-insured and HUD-Held Mortgages administered by the U.S. Department of Housing and Urban Development as specified in 24 CFR Part 886, Subpart A.

   - The Section 8 Housing Assistance Program for the Disposition of U.S. owned Projects administered by the U.S. Department of Housing and Urban Development as specified by 24 CFR, Part 886, Subpart C.
   - Sections 514, 515, and 516, Housing Act of 1949 (12 U.S.C. Sections 1484, 1485 and 1486)
   - Section 42, of the Internal Revenue Code of 1986 (26 U.S.C. Section 42)

   **IN ADDITION, THE DEVELOPMENT IS SUBJECT TO THE FOLLOWING CONDITIONS** (mark all that apply):

   - The stipulation to maintain affordable rent in the contract granting the subsidy indicated above is nearing expiration (i.e. expiration will occur within two calendar years of July 31). See §11.5(3)(E) and (F) of the QAP.
   - The HUD-insured or HUD-held mortgage on the Development is eligible for prepayment or is nearing the end of its term (but not more than two years from July 31, 2020).

   **PART B:** **DOCUMENTATION MUST SHOW THAT THE APPLICATION PROPOSES TO REHABILITATE OR RECONSTRUCT HOUSING UNITS THAT:**

   - Are owned by a public housing authority (PHA) or a public facility corporation (PFC) created by a public housing authority under Chapter 303, Local Government Code and receive assistance under Section 9, United States Housing Act of 1937 (42 U.S.C. Section 1437g); **OR**

   - Received assistance under Section 9, United States Housing Act of 1937 (42 U.S.C. Section 1437g) AND

   - Are proposed to be disposed of or demolished by a PHA or a PFC created by a PHA under Chapter 303, Local Government Code; **OR**

   - Were disposed of or demolished within the 2 years preceding the application by a PHA or a PFC created by a PHA under Chapter 303, Local Government Code; **OR**

   - Receive assistance or will receive assistance through the Rental Assistance Demonstration (RAD) program of HUD as specified by the Consolidated and Further Continuing Appropriations Act of 2012 (Pub. L. No. 112-55) and its subsequent amendments, if the application for assistance through RAD is included in the applicable PHA's plan that was most recently approved by HUD as specified by 24 C.F.R. Section 903.23.

   **PART C:** **THE APPLICATION PROPOSES RELOCATION OF EXISTING UNITS IN AN OTHERWISE QUALIFYING AT-RISK DEVELOPMENT AND DOCUMENTATION MUST SHOW THAT:**

   - The affordability restrictions and any At-Risk eligible subsidies are approved to be transferred with the Units proposed for Rehabilitation or Reconstruction prior to the tax credit Carryover deadline; **AND**

   - The Application proposes the same number of restricted units; **AND EITHER**

   - The new Development Site qualifies for points under §11.9(c)(4) related to Opportunity Index; **OR**
2. **Existing Development Assistance**

**Part A.**

The existing Property is expected to have or continue the following benefit:  

Provide a brief description of the operations or subsidies the existing Property will have or continue in the space below:

- Property has an existing TDHCA LURA
- TDHCA LURA Amendment request has been submitted
- A copy of the contract or agreement securing the funds identified above is provided behind this form.

The source of the funds is:

| The annual amount of funds is: |  
| The number of units receiving assistance: |  
| The term of the contract or agreement is (date): |  
| The expiration of the contract or agreement is (date): |  

**Part B. Acquisition Of Existing Buildings (applicable only to HTC applications with Acquisition credits requested)**

Date of the most recent sale or transfer of the building(s):

In the last ten years, did the previous owner perform rehabilitation work greater than 25% of the building’s adjusted basis?

Was the building occupied at any time during the last ten years?

Was the building occupied or suitable for occupancy at the time of purchase?

Will the acquisition meet the requirements of §42(d)(2)(B)(ii) relating to the 10-year placed in service rule?

If “Yes”, provide a copy of a title commitment that the Development meets the requirements of §42(d)(2)(B)(ii) as to the 10 year period.

If “No”, does the property qualify for a waiver under §42(d)(6)?

If “Yes”, provide the waiver and/or other documentation.

How many buildings will be acquired for the Development?
**Existing Development Assistance (continued)**

Are all the buildings currently under control by the Development Owner?  

If “No”, how many buildings are under control by the Development Owner?  

When will the remaining buildings be under control?  

<table>
<thead>
<tr>
<th>Identification or address(es) of Building(s) under Owner’s Control</th>
<th>Type of Control (Ownership, Option, Purchase Contract)</th>
<th>Expiration Date</th>
<th># of Units</th>
<th>Acquisition Cost of Building</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

Provide the information listed below concerning the acquisition of buildings for the Development:

1. Building(s) acquired or to be acquired from:
   - [ ] Related Party  
   - [ ] Unrelated Party

2. Building(s) acquired or to be acquired with Buyer's Basis:
   - [ ] Determined with reference to Seller’s Basis  
   - [ ] Not Determined with reference to Seller’s Basis

List below by building address, the date the building was placed in service (PIS), the date the building was or is planned for acquisition, and the number of years between the date the building was placed in service and acquisition. Attach separate sheet(s) with additional information if necessary.

<table>
<thead>
<tr>
<th>Building address(es)</th>
<th>PIS date of building by most recent owner</th>
<th>Proposed Acquisition date by the Applicant</th>
<th>Years between PIS &amp; Acquisition</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

3. **Lead Based Paint (Direct Loan Applications Only)**

Development constructed before January 1, 1978  

If yes, check each of the following that applies [24 CFR 35.115]:

- [ ] Emergency repairs to the property are being performed to safeguard against imminent danger to human life, health or safety, or to protect the property from further structural damage due to natural disaster, fire or structural collapse. The exemption applies only to repairs necessary to respond to the emergency.

- [ ] The property will not be used for human residential habitation. This does not apply to common areas such as hallways and stairways of residential and mixed-use properties.

- [ ] Housing “exclusively” for the elderly or persons with disabilities, with the provision that children less than six years of age will not reside in the dwelling unit.

- [ ] An inspection performed according to HUD standards found the property contained no lead-based paint.

- [ ] According to documented methodologies, lead-based paint has been identified and removed; and the property has achieved clearance.

- [ ] The rehabilitation will not disturb any painted surface.

- [ ] The property has no bedrooms.

- [ ] The property is currently vacant and will remain vacant until demolition.

---

**Not Applicable**
TAB 21

OCCUPIED

DEVELOPMENTS
Occupied Developments

Pursuant to §11.204(8)(G) of the QAP, for any Application where any structure on the Development Site is occupied at any time after the beginning of the Application Acceptance Period, even if demolition is proposed, or if a federal subsidy is being transferred from another site and the costs of relocation will be part of the Total Development Costs, the following items must be provided.

☐ Historical monthly operating statements of the Development for twelve (12) consecutive months ending no more than three (3) months from the first day of the Application Acceptance Period; or
☐ The two (2) most recent consecutive annual operating statement summaries; or
☐ The most recent consecutive six (6) months of operating statements and the most recent available annual operating summary; or
☐ All monthly or annual operating summaries available.

AND

☐ UPLOAD SEPARATELY FROM THE APPLICATION, a rent roll not more than six (6) months or six (6) of the first day of the Application Acceptance Period that discloses the terms and rate of the lease, rent, rate, or offer at the date of the rent roll, Unit mix, and any vacant units; and
☐ A written explanation of the process used to notify and consult with the tenants in preparing the Application; (§2306.6705(6)); and
☐ If applicable, evidence that the relocation plan has been submitted to the appropriate legal or governmental agency. (§2306.6705(6)); and
☐ A relocation plan outlining relocation requirements, sample budget with an identified funding source that clearly describes relocation process, actions, and costs to the displaced and those not (§2306.6705(6)).

Uniform Relocation Act (URA) Application, for Direct Loan Applications

☐ Application includes a request for Direct Loan funding. If yes, General Information Notice templates and the Voluntary Acquisition Notification can be found here: (if not, skip the remainder of this section)
https://www.tdhc.state.tx.us/program-services/ura/relocation.htm

☐ Number of business units (including Manufactured Housing Units) on the site:
  ☐ Owned or controlled by the Seller
  ☐ Rented to another person or entity

☐ Number of businesses on the site:
  ☐ Owned or controlled by the Seller
  ☐ Rented to another person or entity

☐ Number of nonprofit organizations on the site:
  ☐ Owned or controlled by the Seller
  ☐ Rented to another person or entity

☐ Number of farms on the site:
  ☐ Owned or controlled by the Seller
  ☐ Rented to another person or entity

Each of the following items, as applicable, is provided behind this tab:

☐ Dated General Information Notice(s) given to current occupant(s) (other than owner occupied structures) that have active lease(s) at the time of this Application, including verification of tenant receipt;
☐ Dated Voluntary Acquisition Notification to Owner; and
☐ HUD Relocation Brochure issued to tenants that will be displaced (if known).
Relocation Certification for Direct Loan Applications

The New Construction, Rehabilitation (including Adaptive Reuse), or demolition and Reconstruction of the proposed Development must be carried out in accordance with policies and procedures governing implementation of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 ("URA"), as amended, for the Direct Loan Program under the Section 104(d) of the Housing and Community Development Act of 1974 ("Section 104(d)) and the optional relocation policies adopted pursuant to 24 CFR 92.253(d).

A displaced person, business, farm, or nonprofit is covered under URA, regardless of income, if they are displaced by acquisition, rehabilitation, or demolition.

For Direct Loan Applications: A displaced person is covered under Section 104(d) if they are a low-income person displaced by demolition (including acquisition involving demolition) OR conversion (if market rent of the dwelling did not exceed the fair market rent before conversion).

Check all that apply:

☐ The activity involves demolition of existing occupied structures.
☐ The activity involves conversion of occupied rental property occupied by any tenant.

Applicants for Direct Loan funds that plan to rehabilitate, demolish and/or reconstruct occupied housing units must comply with the Section 104(d). By signing below, the Applicant certifies that they will comply with the Residential Anti-Displacement and Relocation Assistance Plan (RARAP) approved by the Department on June 1, 2012.

https://www.tdhca.state.tx.us/program-services/ura/docs/RARAP.pdf

The RARAP, as approved follows the Housing and Community Development Act of 1974, and HUD regulations at 24 CFR §42.325. The Department, through its subgrantees, will offer relocation assistance for lower-income tenants who, in connection with an activity assisted under a Direct Loan move permanently or move personal property from real property as a direct result of the demolition of any dwelling unit or the conversion of a lower-income dwelling unit in accordance with the requirements of 24 CFR §42.350.

The purpose and goals of the RARAP is to:

(1) Provide (through its subgrantees) Relocation Assistance
(2) Minimize Displacement
(3) Ensure a One-for-One Replacement of Lower-Income Dwelling Units

I (we) certify that I (we) have read and understand the Department’s approved Residential Anti-Displacement and Relocation Assistance Plan (RARAP), and I (we) will comply will all parts of the plan as they apply to this Application.
TAB 22
ARCHITECTURAL DRAWINGS
Architectural Drawings Must be Submitted Behind this Tab [§11.204(b)(9)]
(If development is scattered site, consult staff.)

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

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

**Residential Building floor plans** should include the following, building by building:
- separate tabulation of the square footage of each of these areas: breezeways, corridors, utility closets, balconies, porches and patios, and any other square footage not included in NRA; and
- location of accessible units (unless included on Site Plan).

**Common Building floor plans** should include tabulations of the square footage of the following spaces that are outside of Net Rentable Area, whether conditioned or unconditioned, building by building:
- spaces that are accessible to tenants, e.g., offices for tenant/management contact, resident services offices, clubrooms, kitchens, community restrooms, exercise rooms, laundries, porches, patios, mailbox areas, etc. (state each area separately);
- spaces that are restricted to employees, only, e.g., administrative offices, maintenance areas, equipment rooms, storage areas, etc. (state each area separately); and
- **For Supportive Housing only**, specification of space to be used for 75 sq. ft./unit common space. **NOTE**: In order to qualify for points under 10 TAC §11.9(e)(2), of the 75 square feet, at least 50 square feet must be conditioned space.

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

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

Photos of building elevations for Rehab and Adaptive Reuse developments not altering the unit configuration.
SITE PLAN
ZONING ORDINANCE:

- 24 UNITS @ 1.5 PER UNIT: 36
- 36 UNITS @ 2 PER UNIT: 72
- 12 UNITS @ 3 PER UNIT: 36
- TOTAL PARKING REQUIRED: 144
- TOTAL PARKING PROVIDED: 168

BUILDING MATRIX:

<table>
<thead>
<tr>
<th>TYPE</th>
<th># STORIES</th>
<th>#/TYPE UNITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>3, 11 A, 1 A-HC, 11 C, 1 C-HC</td>
</tr>
<tr>
<td>2</td>
<td>1</td>
<td>3, 12 A, 11 B, 1 B-HC</td>
</tr>
<tr>
<td>3</td>
<td>1</td>
<td>3, 23 B, 1 B-HC</td>
</tr>
<tr>
<td>G1</td>
<td>1</td>
<td>1, 3 REGULAR/1 HC SPACES</td>
</tr>
<tr>
<td>G2</td>
<td>1</td>
<td>1, 4 REGULAR SPACES</td>
</tr>
</tbody>
</table>

UNIT MATRIX:

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<thead>
<tr>
<th>TYPE</th>
<th>BR/BA</th>
<th>#</th>
<th>NRA</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>1/1</td>
<td>23</td>
<td>732 SQ. FT.</td>
</tr>
<tr>
<td>A-HC</td>
<td>1/1</td>
<td>1</td>
<td>736 SQ. FT.</td>
</tr>
<tr>
<td>B</td>
<td>2/2</td>
<td>34</td>
<td>1,070 SQ. FT.</td>
</tr>
<tr>
<td>B-HC</td>
<td>2/2</td>
<td>2</td>
<td>1,077 SQ. FT.</td>
</tr>
<tr>
<td>C</td>
<td>3/2</td>
<td>11</td>
<td>1,255 SQ. FT.</td>
</tr>
<tr>
<td>C-HC</td>
<td>3/2</td>
<td>1</td>
<td>1,258 SQ. FT.</td>
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</table>

BUILDING COMMON AREA MATRIX:

<table>
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<th>AREA</th>
<th>SQ. FT.</th>
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<tbody>
<tr>
<td>CLUBHOUSE</td>
<td>3,950</td>
</tr>
<tr>
<td>MAINTENANCE</td>
<td>600</td>
</tr>
</tbody>
</table>

OWNER COMITS TO PROVIDING AMENITIES AS REQUIRED TO MEET REQUIREMENTS OF 2020 QAP.

THE ENTIRE SITE IS IN FLOOD ZONE IN FLOOD ZONE X. NO PORTION OF THE SITE IS IN A FLOOD PLAIN.
RESIDENTIAL
BUILDING
FLOOR PLANS
NOTE: HC UNITS ON FIRST FLOOR ONLY. SECOND/THIRD FLOORS HAVE SAME UNITS OF REGULAR TYPE.

BUILDING GROSS SQ. FT. – 31,949

BREEZEWAYS/STAIRS: 4,773
PATIOS/BALCONIES: 2,520
EXTERIOR STORAGE: 276
UNIT MECHANICAL: 276
FIRE RISER CLOSET: 23
AIR GAPS/STONE LEDGES: 230

NDA
AVANTI WEST

02/20

E8
BUILDING TYPE 1 - 23,851 NRA

SCALE: 1"=20'-0"
NOTE: HC UNITS ON FIRST FLOOR ONLY. SECOND/THIRD FLOORS HAVE REGULAR UNITS OF SAME TYPE.

BUILDING GROSS SQ. FT. - 29,465

BREEZEWAYS/STAIRS: 4,383
PATIOS/BALCONIES: 2,520
EXTERIOR STORAGE: 336
UNIT MECHANICAL: 240
FIRE RISER CLOSET: 26
AIR GAPS/STONE LEDGES: 318
NOTE: HC UNITS ON FIRST FLOOR ONLY.
SECOND/THIRD FLOORS HAVE SAME
UNITS OF REGULAR TYPE.

BUILDING GROSS SQ. FT. – 34,380

BREEZWAYS/STAIRS: 4,995
PATIOS/BALCONIES: 2,712
EXTERIOR STORAGE: 384
UNIT MECHANICAL: 240
FIRE RISER CLOSET: 24
AIR GAPS/STONE LEDGES: 331

NDA AVANTI WEST 02/20
E12 BUILDING TYPE 3 – 25,694 NRA
SCALE: 1"=20'-0"
COMMON BUILDING FLOOR PLANS
UNIT
FLOOR PLANS
BUILDING ELEVATIONS
ALL ROOF SLOPES AT 4:12
STUCCO 100%

REAR ELEVATION

END ELEVATION

FRONT ELEVATION

END ELEVATION

SCALE: 1" = 10'-0"
TAB 23
SPECIFICATIONS AND BUILDING/UNIT CONFIGURATION
Tab 23a
Accessible Mobility Units
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>72</td>
<td>5%</td>
<td>3.6</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>1/1 (732 &amp; 736/sf)</td>
<td>24</td>
<td>5%</td>
<td>1.2</td>
<td>1.2</td>
<td>1</td>
</tr>
<tr>
<td>2/2 (1,070 &amp; 1,077)</td>
<td>36</td>
<td>5%</td>
<td>1.8</td>
<td>1.8</td>
<td>2</td>
</tr>
<tr>
<td>2/2 (1,255 &amp; 1,258)</td>
<td>12</td>
<td>5%</td>
<td>0.6</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>2/2 (1,255 &amp; 1,258)</td>
<td>12</td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Unit Description</td>
<td>72</td>
<td>5%</td>
<td>3.6</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>68</td>
<td>5%</td>
<td>3.4</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>2/2 (950 sqft &amp; 100)</td>
<td>36</td>
<td>5%</td>
<td>1.8</td>
<td>1.8</td>
<td>2</td>
</tr>
<tr>
<td>3/2 (1120 sqft &amp; 11)</td>
<td>4</td>
<td>5%</td>
<td>0.2</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>D</td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>E</td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Unit Description</td>
<td>68</td>
<td>5%</td>
<td>3.4</td>
<td>4.2</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]
[Date]

Printed Name: [Name]
Firm Name (If applicable): [Name]
Tab 23b
Accessible Hearing/Visual Units
**Accessible Hearing/Visual Units Calculation**

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

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

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

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

<table>
<thead>
<tr>
<th>Hearing/Visual</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required (Rounded)</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit Description</td>
<td>72</td>
<td>2%</td>
<td>1.44</td>
<td>2</td>
<td>3</td>
</tr>
<tr>
<td>1/1 (732 &amp; 736/sf)</td>
<td>24</td>
<td>2%</td>
<td>0.48</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>2/2 (1,070 &amp; 1,077)</td>
<td>36</td>
<td>2%</td>
<td>0.72</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>3/2 (1,255 &amp; 1,258)</td>
<td>12</td>
<td>2%</td>
<td>0.24</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>2%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>2%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>72</td>
<td>1.44</td>
<td>3</td>
</tr>
</tbody>
</table>

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

**EXAMPLE**

<table>
<thead>
<tr>
<th>Hearing/Visual</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required (Rounded)</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit Description</td>
<td>68</td>
<td>2%</td>
<td>1.36</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>1/1</td>
<td>28</td>
<td>2%</td>
<td>0.56</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>2/2</td>
<td>36</td>
<td>2%</td>
<td>0.72</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>3/3</td>
<td>4</td>
<td>2%</td>
<td>0.08</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>D</td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>E</td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>68</td>
<td>1.36</td>
<td>3</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.

By: ______________________
Signature

Date: 01/01/2020

Printed Name: DONALD B. SMITH, II

Firm Name (if applicable): NORTHERN DESIGN ASSOC., INC.
Tab 23c
Accessible Parking Calculation
Accessible Parking Calculation

This worksheet is applicable to cases where ADA applies and all parking spaces are within a single parking lot. In cases where this worksheet cannot be used, create a certification specifying the types and numbers of parking spaces applicable, including standard and accessible parking for dwelling units and for amenities (e.g., office, mail kiosk, dumpster, pool, playground, etc.), and for each type of parking (e.g., surface spaces, carparks, 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, carparks, 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 (surfaced spaces, carparks, garages, etc.), the number of accessible parking spaces required will be the number indicated by ADA table 208.2, and the number of van accessible parking will be one for every six (6) of the accessible spaces required. These calculations must be made independently for each type of parking space.

When parking spaces are in more than one parking lot:

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

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


Accessible Parking for Facilities and Amenities

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

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

Total of Accessible Parking Spaces that Do Not Serve Dwelling Units: **3**
### Accessible Parking for Residential Units

Enter the information indicated below.

| Total dwelling Units in the Development: | 72 |
| Total surface parking spaces (including non-residential): | 144 |
| Total carports (including non-residential): | 16 |
| Total garages (including non-residential): | 8 |
| Total parking spaces of all types: | Calculated from above 168 |
| Total APSs that serve non-residential purposes (i.e. office, amenities, etc.): | Calculated on prior page 3 |
| Total of all types of parking spaces that serve dwelling units: | Calculated from above 165 |
| 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 93 |
| 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 9 |

### 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 units and amenity spaces) that must be APSs: | 5 |
| Minimum number of carports that must be APSs: | 1 |
| Number of garages that must be APSs: | 1 |

### 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 1 |
| Minimum number of carports that must be van APSs: | Calculated from above 1 |
| Minimum number of garages that must be van APSs: | Calculated from above 1 |

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**

Donald E. Smith, PE

**Printed Name**

**Date:**

02/27/2020

**Firm Name (if applicable):**

Northfield Design Assoc, Inc.
PART 4
DEVELOPMENT
FINANCING
TAB 24
RENT SCHEDULE
### 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.

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

<table>
<thead>
<tr>
<th>HTC Units</th>
<th>MFDL - HOME Units</th>
<th>MFDL - NHTF Units</th>
<th>TDHCA MRB Units</th>
<th>Other/ Subsidy Units</th>
<th># of Units</th>
<th># of Bedrooms</th>
<th># of Baths</th>
<th>Unit Size (Net Rentable Sq. Ft.)</th>
<th>Total Net Rentable Sq. Ft.</th>
<th>Program Rent Limit</th>
<th>Tenant Paid Utility Allow.</th>
<th>Rent Collected /Unit</th>
<th>Total Monthly Rent</th>
</tr>
</thead>
<tbody>
<tr>
<td>TC 30%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>3</td>
<td>1</td>
<td>1.0</td>
<td>732</td>
<td>2,196</td>
<td>330</td>
<td>57</td>
<td>273</td>
<td>819</td>
</tr>
<tr>
<td>TC 50%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>4</td>
<td>1</td>
<td>1.0</td>
<td>732</td>
<td>2,928</td>
<td>550</td>
<td>57</td>
<td>493</td>
<td>1,972</td>
</tr>
<tr>
<td>TC 60%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>16</td>
<td>1</td>
<td>1.0</td>
<td>732</td>
<td>11,712</td>
<td>660</td>
<td>57</td>
<td>603</td>
<td>9,648</td>
</tr>
<tr>
<td>TC 60%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1</td>
<td>1</td>
<td>1.0</td>
<td>736</td>
<td>736</td>
<td>660</td>
<td>57</td>
<td>603</td>
<td>603</td>
</tr>
<tr>
<td>TC 30%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>3</td>
<td>2</td>
<td>2.0</td>
<td>1070</td>
<td>3,210</td>
<td>396</td>
<td>73</td>
<td>323</td>
<td>969</td>
</tr>
<tr>
<td>TC 50%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>8</td>
<td>2</td>
<td>2.0</td>
<td>1070</td>
<td>8,560</td>
<td>661</td>
<td>73</td>
<td>588</td>
<td>4,704</td>
</tr>
<tr>
<td>TC 60%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>22</td>
<td>2</td>
<td>2.0</td>
<td>1070</td>
<td>23,540</td>
<td>793</td>
<td>73</td>
<td>720</td>
<td>15,840</td>
</tr>
<tr>
<td>TC 60%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2</td>
<td>2</td>
<td>2.0</td>
<td>1077</td>
<td>2,154</td>
<td>793</td>
<td>73</td>
<td>720</td>
<td>1,440</td>
</tr>
<tr>
<td>MR</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1</td>
<td>2</td>
<td>2.0</td>
<td>1070</td>
<td>1,070</td>
<td>793</td>
<td>0</td>
<td>793</td>
<td>793</td>
</tr>
<tr>
<td>TC 30%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1</td>
<td>3</td>
<td>2.0</td>
<td>1255</td>
<td>1,255</td>
<td>457</td>
<td>89</td>
<td>368</td>
<td>368</td>
</tr>
<tr>
<td>TC 50%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2</td>
<td>3</td>
<td>2.0</td>
<td>1255</td>
<td>2,510</td>
<td>763</td>
<td>89</td>
<td>674</td>
<td>1,348</td>
</tr>
<tr>
<td>TC 60%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>7</td>
<td>3</td>
<td>2.0</td>
<td>1255</td>
<td>8,785</td>
<td>915</td>
<td>89</td>
<td>826</td>
<td>5,782</td>
</tr>
<tr>
<td>TC 60%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1</td>
<td>3</td>
<td>2.0</td>
<td>1258</td>
<td>1,258</td>
<td>915</td>
<td>89</td>
<td>826</td>
<td>826</td>
</tr>
<tr>
<td>MR</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1</td>
<td>3</td>
<td>2.0</td>
<td>1255</td>
<td>1,255</td>
<td>915</td>
<td>0</td>
<td>915</td>
<td>915</td>
</tr>
</tbody>
</table>

### RENT LIMITS

<table>
<thead>
<tr>
<th>AMFI %</th>
<th>0</th>
<th>1</th>
<th>2</th>
<th>3</th>
</tr>
</thead>
<tbody>
<tr>
<td>20</td>
<td>$205</td>
<td>$220</td>
<td>$264</td>
<td>$365</td>
</tr>
<tr>
<td>30</td>
<td>$308</td>
<td>$330</td>
<td>$396</td>
<td>$457</td>
</tr>
<tr>
<td>40</td>
<td>$441</td>
<td>$440</td>
<td>$520</td>
<td>$610</td>
</tr>
<tr>
<td>50</td>
<td>$513</td>
<td>$550</td>
<td>$661</td>
<td>$768</td>
</tr>
<tr>
<td>60</td>
<td>$616</td>
<td>$660</td>
<td>$793</td>
<td>$915</td>
</tr>
</tbody>
</table>

**TOTAL** 72

<table>
<thead>
<tr>
<th>Non Rental Income</th>
<th>$10.00 per unit/month for:</th>
<th>App Fees, Deposit Foreclosures</th>
<th>720</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non Rental Income</td>
<td>10.00 per unit/month for:</td>
<td>Carport, Cable, Vending, &amp; Pet Fees</td>
<td>720</td>
</tr>
<tr>
<td>Non Rental Income</td>
<td>0.00 per unit/month for:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>+ TOTAL NONRENTAL INCOME</td>
<td>$20.00</td>
<td>1,440</td>
<td></td>
</tr>
</tbody>
</table>

**= POTENTIAL GROSS MONTHLY INCOME**

$47,467

- Provision for Vacancy & Collection Loss **% of Potential Gross Income:** 7.50% (3,560)
- Rental Concessions (enter as a negative number) **Enter as a negative value**

**= EFFECTIVE GROSS MONTHLY INCOME**

43,907

**x 12 = EFFECTIVE GROSS ANNUAL INCOME**

526,884

If a revised form is submitted, date of submission: [153134.075]
## Rent Schedule (Continued)

### Housing

<table>
<thead>
<tr>
<th>% of LI</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>TC20%</td>
<td>0</td>
</tr>
<tr>
<td>TC30%</td>
<td>10%</td>
</tr>
<tr>
<td>TC40%</td>
<td>10%</td>
</tr>
<tr>
<td>TC50%</td>
<td>0</td>
</tr>
<tr>
<td>TC60%</td>
<td>20%</td>
</tr>
<tr>
<td>TC70%</td>
<td>19%</td>
</tr>
<tr>
<td>TC80%</td>
<td>14</td>
</tr>
<tr>
<td>HTC Li Total</td>
<td>70</td>
</tr>
<tr>
<td>EO</td>
<td>0</td>
</tr>
<tr>
<td>MR</td>
<td>0</td>
</tr>
<tr>
<td>MR Total</td>
<td>3%</td>
</tr>
<tr>
<td>Total HTC Units</td>
<td>72</td>
</tr>
</tbody>
</table>

### Tax Credits

<table>
<thead>
<tr>
<th>% of LI</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>HTC Li Total</td>
<td>0</td>
</tr>
<tr>
<td>EO</td>
<td>0</td>
</tr>
<tr>
<td>MR</td>
<td>0</td>
</tr>
<tr>
<td>MR Total</td>
<td>3%</td>
</tr>
<tr>
<td>Total HTC Units</td>
<td>72</td>
</tr>
</tbody>
</table>

### Direct Loan (NHTF)

<table>
<thead>
<tr>
<th>% of LI</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>HFT30%</td>
<td>0</td>
</tr>
<tr>
<td>NHTF Li Total</td>
<td>0</td>
</tr>
<tr>
<td>MR</td>
<td>0</td>
</tr>
<tr>
<td>MR Total</td>
<td>0</td>
</tr>
<tr>
<td>HTF Total</td>
<td>0</td>
</tr>
</tbody>
</table>

### Mortgage Revenue

<table>
<thead>
<tr>
<th>% of LI</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>MRB20%</td>
<td>0</td>
</tr>
<tr>
<td>MRB30%</td>
<td>0</td>
</tr>
<tr>
<td>MRB40%</td>
<td>0</td>
</tr>
<tr>
<td>MRB50%</td>
<td>0</td>
</tr>
<tr>
<td>MRB60%</td>
<td>0</td>
</tr>
<tr>
<td>MRB70%</td>
<td>0</td>
</tr>
<tr>
<td>MRB80%</td>
<td>0</td>
</tr>
<tr>
<td>MRB Li Total</td>
<td>0</td>
</tr>
<tr>
<td>MRBMR Total</td>
<td>0</td>
</tr>
<tr>
<td>MRB Total</td>
<td>0</td>
</tr>
</tbody>
</table>

### Direct Loan (Home, TCAP RF, and/or NSP1 PI)

<table>
<thead>
<tr>
<th>% of LI</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>30%</td>
<td>0</td>
</tr>
<tr>
<td>40%</td>
<td>0</td>
</tr>
<tr>
<td>LH/50%</td>
<td>0</td>
</tr>
<tr>
<td>HH/60%</td>
<td>0</td>
</tr>
<tr>
<td>HH/80%</td>
<td>0</td>
</tr>
<tr>
<td>Direct Loan Li Total</td>
<td>0</td>
</tr>
<tr>
<td>EO</td>
<td>0</td>
</tr>
<tr>
<td>MR</td>
<td>0</td>
</tr>
<tr>
<td>MR Total</td>
<td>0</td>
</tr>
<tr>
<td>Direct Loan Total</td>
<td>0</td>
</tr>
</tbody>
</table>

### Other

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

### Beds

<table>
<thead>
<tr>
<th>% of LI</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>1</td>
<td>24</td>
</tr>
<tr>
<td>2</td>
<td>36</td>
</tr>
<tr>
<td>3</td>
<td>12</td>
</tr>
<tr>
<td>4</td>
<td>0</td>
</tr>
<tr>
<td>5</td>
<td>0</td>
</tr>
</tbody>
</table>

### Acquisition + Hard Costs

| Cost Per Sq. Ft | $128.41 |

### Hard Costs

| Cost Per Sq. Ft | $128.41 |

### Building Costs

| Cost Per Sq. Ft | $85.57 |

---

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.
| Tab 25 | Utility Allowances |
Applicant must attach documentation to this form to support the “Utility Allowance” estimate used in completing the Rent Schedule provided in the Application. Where the Applicant uses any method that requires Department review, such review must have been requested prior to submission of the Application. Please see 10 TAC §10.614(k). This exhibit must clearly indicate which utility costs are included in the estimate.

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

<table>
<thead>
<tr>
<th>Utility</th>
<th>Who Pays</th>
<th>Energy Source</th>
<th>0BR</th>
<th>1BR</th>
<th>2BR</th>
<th>3BR</th>
<th>4BR</th>
<th>Source of Utility Allowance &amp; Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Heating</td>
<td>Tenant</td>
<td></td>
<td>$ 14</td>
<td>$15</td>
<td>$16</td>
<td></td>
<td></td>
<td>TDHCA Approved HUD model</td>
</tr>
<tr>
<td>Cooking</td>
<td>Tenant</td>
<td></td>
<td>$ 4</td>
<td>$ 6</td>
<td>$ 7</td>
<td></td>
<td></td>
<td>TDHCA Approved HUD model</td>
</tr>
<tr>
<td>Other Electric</td>
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<td></td>
<td>$15</td>
<td>$20</td>
<td>$26</td>
<td></td>
<td></td>
<td>TDHCA Approved HUD model</td>
</tr>
<tr>
<td>Air Conditioning</td>
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<td>$15</td>
<td>$20</td>
<td>$26</td>
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<td>TDHCA Approved HUD model</td>
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<tr>
<td>Water Heater</td>
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<td></td>
<td>$ 8</td>
<td>$11</td>
<td>$13</td>
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<td></td>
<td>TDHCA Approved HUD model</td>
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<tr>
<td>Water</td>
<td>Landlord</td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sewer</td>
<td>Landlord</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Trash</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Flat Fee</td>
<td>Tenant</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td>Tenant</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Paid by Tenant</td>
<td></td>
<td></td>
<td>$-</td>
<td>$57.0</td>
<td>$73.0</td>
<td>$89.0</td>
<td>$-</td>
<td></td>
</tr>
</tbody>
</table>

Other (Describe)

TDHCA approved utility allowance using the HUD Model in accordance with the 10 TAC §10.614(k) on 01/08/2020.

If a revised form is submitted, date of submission: __________________________
Christian Garcia  
Madhouse Development Services, Inc.  
Austin, Texas  
cgarcia@madhousedevelopment.net  

RE:  2020 HTC Application – proposed site located in Edinburg, Texas  

Dear Mr. Garcia:

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

1. That the buildings are not HUD-Regulated;
2. That the building(s) are not RHS assisted or have RHS assisted tenants;
3. That the residents are financially responsible for electricity and that the utility is not paid to or through the owner of the building based on an allocation formula or RUBS; and,
4. That the only building type is Apartments 5+.

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

Please see attached schedule dated January 8, 2020. This allowance can be used for underwriting purposes. If you have any further questions, please contact Cara Pollei toll free in Texas at (800) 643-8204, directly at (512) 475-3821, or email: cara.pollei@tdhca.state.tx.us.

Sincerely,

Cara Pollei  
Compliance Monitor
<table>
<thead>
<tr>
<th>Utility or Service</th>
<th>Natural Gas</th>
<th>Bottled Gas</th>
<th>Electric Resistance</th>
<th>Electric Heat Pump</th>
<th>Fuel Oil</th>
</tr>
</thead>
<tbody>
<tr>
<td>Space Heating</td>
<td></td>
<td></td>
<td>$13.36</td>
<td>$14.12</td>
<td>$14.78</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>$15.44</td>
<td>$16.10</td>
<td>$16.76</td>
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<tr>
<td>Cooking</td>
<td></td>
<td></td>
<td>$3.29</td>
<td>$3.87</td>
<td>$5.60</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>$7.33</td>
<td>$9.06</td>
<td>$10.79</td>
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<tr>
<td>Other Electric</td>
<td></td>
<td></td>
<td>$12.41</td>
<td>$14.61</td>
<td>$20.32</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>$26.04</td>
<td>$31.75</td>
<td>$37.47</td>
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<tr>
<td>Water Heating</td>
<td></td>
<td></td>
<td>$12.80</td>
<td>$15.06</td>
<td>$20.87</td>
</tr>
<tr>
<td></td>
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<td>$26.69</td>
<td>$32.51</td>
<td>$38.33</td>
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<tr>
<td>Other - specify</td>
<td></td>
<td></td>
<td>$7.19</td>
<td>$8.45</td>
<td>$10.79</td>
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<td></td>
<td></td>
<td></td>
<td>$13.12</td>
<td>$15.46</td>
<td>$17.80</td>
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<tr>
<td>Total</td>
<td>$49.04</td>
<td>$56.11</td>
<td>$72.37</td>
<td>$88.62</td>
<td>$104.88</td>
</tr>
<tr>
<td>Total Allowance (Rounded Up)</td>
<td>$50.00</td>
<td>$57.00</td>
<td>$73.00</td>
<td>$89.00</td>
<td>$105.00</td>
</tr>
</tbody>
</table>
Tab 26
Annual Operating Expenses
## ANNUAL OPERATING EXPENSES

### General & Administrative Expenses

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounting</td>
<td>$8,500</td>
</tr>
<tr>
<td>Advertising</td>
<td>$1,350</td>
</tr>
<tr>
<td>Legal fees</td>
<td>$475</td>
</tr>
<tr>
<td>Leased equipment</td>
<td>$0</td>
</tr>
<tr>
<td>Postage &amp; office supplies</td>
<td>$3,250</td>
</tr>
<tr>
<td>Telephone</td>
<td>$6,050</td>
</tr>
<tr>
<td>Other Dues, Subscriptions, Travel</td>
<td>$2,800</td>
</tr>
<tr>
<td>Other License, Bank Fees, Permits</td>
<td>$475</td>
</tr>
<tr>
<td><strong>Total General &amp; Administrative Expenses:</strong></td>
<td><strong>$22,900</strong></td>
</tr>
</tbody>
</table>

### Management Fee

- Percent of Effective Gross Income: 5.00%
  - Amount: $26,344

### Payroll, Payroll Tax & Employee Benefits

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Management</td>
<td>$36,000</td>
</tr>
<tr>
<td>Maintenance</td>
<td>$30,000</td>
</tr>
<tr>
<td>Other Payroll Taxes &amp; Benefits</td>
<td>$22,227</td>
</tr>
<tr>
<td><strong>Total Payroll, Payroll Tax &amp; Employee Benefits:</strong></td>
<td><strong>$88,227</strong></td>
</tr>
</tbody>
</table>

### Repairs & Maintenance

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elevator</td>
<td>$1,200</td>
</tr>
<tr>
<td>Exterminating</td>
<td>$13,000</td>
</tr>
<tr>
<td>Grounds</td>
<td>$13,000</td>
</tr>
<tr>
<td>Make-ready</td>
<td>$13,000</td>
</tr>
<tr>
<td>Repairs</td>
<td>$8,500</td>
</tr>
<tr>
<td>Pool</td>
<td>$2,400</td>
</tr>
<tr>
<td>Other</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Total Repairs &amp; Maintenance:</strong></td>
<td><strong>$38,100</strong></td>
</tr>
</tbody>
</table>

### Utilities

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electric</td>
<td>$13,500</td>
</tr>
<tr>
<td>Natural gas</td>
<td>$0</td>
</tr>
<tr>
<td>Trash</td>
<td>$5,500</td>
</tr>
<tr>
<td>Water/Sewer</td>
<td>$24,550</td>
</tr>
<tr>
<td>Other</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Total Utilities:</strong></td>
<td><strong>$43,550</strong></td>
</tr>
</tbody>
</table>

### Property Taxes

- Published Capitalization Rate: 12.21%
  - Source: Hidalgo County
  - Property Taxes: $46,853
  - Payments in Lieu of Taxes: $0
  - Total Property Taxes: $46,853
  - Reserve for Replacements: $250
  - Annual reserves per unit: $18,000

### Other Expenses

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cable TV</td>
<td>$0</td>
</tr>
<tr>
<td>Supportive Services (Staffing/Contracted Services)</td>
<td>$10,048</td>
</tr>
<tr>
<td>TDHCA Compliance fees ($40/HTC unit)</td>
<td>$2,800</td>
</tr>
<tr>
<td>TDHCA Direct Loan Compliance Fees ($34/MDL unit)</td>
<td>$0</td>
</tr>
<tr>
<td>TDHCA Bond Compliance Fees (TDHCA as Bond Issuer Only - $25/MRB unit)</td>
<td>$0</td>
</tr>
<tr>
<td>Bond Trustee Fees (ALL Tax-Exempt Bond Developments)</td>
<td>$0</td>
</tr>
<tr>
<td>Security</td>
<td>$0</td>
</tr>
<tr>
<td>Other</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Total Other Expenses:</strong></td>
<td>$12,848</td>
</tr>
</tbody>
</table>

### TOTAL ANNUAL EXPENSES

- Expense per unit: $4398
- Expense to Income Ratio: 60.09%

### NET OPERATING INCOME (before debt service)

- Amount: $210,262

### Annual Debt Service

- CommunityBank of Texas: $174,522

### TOTAL ANNUAL DEBT SERVICE

- Debt Coverage Ratio: 1.20
- Amount: $174,522

### NET CASH FLOW

- Amount: $35,740

If a revised form is submitted, date of submission: [Blank]
TAB 27
15-YEAR PRO FORMA
### 15 Year Rental Housing Operating Pro Forma (All Programs)

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

<table>
<thead>
<tr>
<th>INCOME</th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>Potential Gross Annual Rental Income</td>
<td>$552,324</td>
<td>$563,370</td>
<td>$574,638</td>
<td>$586,131</td>
<td>$597,853</td>
<td>$600,078</td>
<td>$728,780</td>
</tr>
<tr>
<td>Secondary Income</td>
<td>$17,280</td>
<td>$17,626</td>
<td>$17,978</td>
<td>$18,338</td>
<td>$18,704</td>
<td>$20,651</td>
<td>$22,801</td>
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<tr>
<td>Potential Gross Annual Income</td>
<td>$569,604</td>
<td>$580,996</td>
<td>$592,616</td>
<td>$604,468</td>
<td>$616,558</td>
<td>$620,730</td>
<td>$751,580</td>
</tr>
<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>($42,710)</td>
<td>($43,575)</td>
<td>($44,446)</td>
<td>($45,335)</td>
<td>($46,242)</td>
<td>($51,055)</td>
<td>($56,369)</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>$526,884</td>
<td>$537,421</td>
<td>$548,170</td>
<td>$559,133</td>
<td>$570,316</td>
<td>$629,675</td>
<td>$695,212</td>
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</table>

<table>
<thead>
<tr>
<th>EXPENSES</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>General &amp; Administrative Expenses</td>
<td>$22,900</td>
<td>$23,587</td>
<td>$24,295</td>
<td>$25,023</td>
<td>$25,774</td>
<td>$29,879</td>
<td>$34,638</td>
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<tr>
<td>Management Fee</td>
<td>$26,344</td>
<td>$26,871</td>
<td>$27,408</td>
<td>$27,956</td>
<td>$28,516</td>
<td>$31,484</td>
<td>$34,760</td>
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<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$88,227</td>
<td>$90,874</td>
<td>$93,600</td>
<td>$96,408</td>
<td>$99,300</td>
<td>$115,116</td>
<td>$133,451</td>
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<tr>
<td>Repairs &amp; Maintenance</td>
<td>$38,100</td>
<td>$39,243</td>
<td>$40,420</td>
<td>$41,633</td>
<td>$42,882</td>
<td>$49,712</td>
<td>$57,630</td>
</tr>
<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$13,500</td>
<td>$13,905</td>
<td>$14,322</td>
<td>$14,752</td>
<td>$15,194</td>
<td>$17,614</td>
<td>$20,420</td>
</tr>
<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$30,050</td>
<td>$30,952</td>
<td>$31,880</td>
<td>$32,836</td>
<td>$33,822</td>
<td>$39,208</td>
<td>$45,453</td>
</tr>
<tr>
<td>Annual Property Insurance Premiums</td>
<td>$19,800</td>
<td>$20,394</td>
<td>$21,006</td>
<td>$21,636</td>
<td>$22,285</td>
<td>$25,835</td>
<td>$29,949</td>
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<tr>
<td>Property Tax</td>
<td>$46,853</td>
<td>$48,259</td>
<td>$49,706</td>
<td>$51,198</td>
<td>$52,733</td>
<td>$61,333</td>
<td>$70,869</td>
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<tr>
<td>Reserve for Repairs</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>Other Expenses</td>
<td>$12,848</td>
<td>$13,233</td>
<td>$13,630</td>
<td>$14,039</td>
<td>$14,461</td>
<td>$16,754</td>
<td>$19,434</td>
</tr>
<tr>
<td><strong>TOTAL ANNUAL EXPENSES</strong></td>
<td><strong>$316,622</strong></td>
<td><strong>$325,857</strong></td>
<td><strong>$335,364</strong></td>
<td><strong>$345,151</strong></td>
<td><strong>$355,226</strong></td>
<td><strong>$410,320</strong></td>
<td><strong>$473,832</strong></td>
</tr>
<tr>
<td><strong>NET OPERATING INCOME</strong></td>
<td><strong>$210,262</strong></td>
<td><strong>$211,564</strong></td>
<td><strong>$212,806</strong></td>
<td><strong>$213,982</strong></td>
<td><strong>$215,090</strong></td>
<td><strong>$219,444</strong></td>
<td><strong>$221,380</strong></td>
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</table>

<table>
<thead>
<tr>
<th>DEBT SERVICE</th>
<th></th>
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<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>First Deed of Trust Annual Loan Payment</td>
<td><strong>$174,522</strong></td>
<td><strong>$174,522</strong></td>
<td><strong>$174,522</strong></td>
<td><strong>$174,522</strong></td>
<td><strong>$174,522</strong></td>
<td><strong>$174,522</strong></td>
<td><strong>$174,522</strong></td>
</tr>
<tr>
<td>Second Deed of Trust Annual Loan Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Third Deed of Trust Annual Loan Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Annual Required Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Annual Required Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>ANNUAL NET CASH FLOW</strong></td>
<td><strong>$35,740</strong></td>
<td><strong>$37,042</strong></td>
<td><strong>$38,284</strong></td>
<td><strong>$39,460</strong></td>
<td><strong>$40,568</strong></td>
<td><strong>$44,922</strong></td>
<td><strong>$46,858</strong></td>
</tr>
<tr>
<td><strong>CUMULATIVE NET CASH FLOW</strong></td>
<td><strong>$35,740</strong></td>
<td><strong>$72,782</strong></td>
<td><strong>$111,065</strong></td>
<td><strong>$150,526</strong></td>
<td><strong>$191,093</strong></td>
<td><strong>$404,819</strong></td>
<td><strong>$634,270</strong></td>
</tr>
<tr>
<td>Debt Coverage Ratio</td>
<td>1.20</td>
<td>1.21</td>
<td>1.22</td>
<td>1.23</td>
<td>1.23</td>
<td>1.26</td>
<td>1.27</td>
</tr>
<tr>
<td>Other (Describe)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (Describe)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

By signing below (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 $11.9c(1) relating to Financial Feasibility)

Signature, Authorized Representative, Construction or Permanent Lender

Printed Name: STEPHEN W. ROSE

Date: 2/26/2020

Phone: (308) 575-5784
Email: grossr@cox.com

Signature, Authorized Representative, Syndicator

Printed Name

Date

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

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

<table>
<thead>
<tr>
<th>YEAR</th>
<th>POTENTIAL GROSS ANNUAL RENTAL INCOME</th>
<th>POTENTIAL GROSS ANNUAL INCOME</th>
<th>Provision for Vacancy &amp; Collection Loss</th>
<th>Rental Concessions</th>
<th>EFFECTIVE GROSS ANNUAL INCOME</th>
<th>EXPENSES</th>
<th>DEBT SERVICE</th>
<th>NET OPERATING INCOME</th>
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<tbody>
<tr>
<td>1</td>
<td>$552,324</td>
<td>$569,604</td>
<td>($42,720)</td>
<td>$0</td>
<td>$526,884</td>
<td>$22,900</td>
<td>$174,522</td>
<td>$210,262</td>
</tr>
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<td>2</td>
<td>$563,370</td>
<td>$580,996</td>
<td>($43,575)</td>
<td>$0</td>
<td>$537,421</td>
<td>$23,587</td>
<td>$174,522</td>
<td>$211,564</td>
</tr>
<tr>
<td>3</td>
<td>$574,638</td>
<td>$592,616</td>
<td>($44,446)</td>
<td>$0</td>
<td>$548,170</td>
<td>$24,295</td>
<td>$174,522</td>
<td>$212,806</td>
</tr>
<tr>
<td>4</td>
<td>$586,131</td>
<td>$604,468</td>
<td>($45,335)</td>
<td>$0</td>
<td>$559,133</td>
<td>$25,023</td>
<td>$174,522</td>
<td>$213,982</td>
</tr>
<tr>
<td>5</td>
<td>$597,853</td>
<td>$616,558</td>
<td>($46,242)</td>
<td>$0</td>
<td>$570,316</td>
<td>$25,774</td>
<td>$174,522</td>
<td>$215,090</td>
</tr>
<tr>
<td>10</td>
<td>$660,078</td>
<td>$680,730</td>
<td>($51,055)</td>
<td>$0</td>
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<td>$29,879</td>
<td>$174,522</td>
<td>$219,444</td>
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<td>15</td>
<td>$728,780</td>
<td>$751,580</td>
<td>($56,369)</td>
<td>$0</td>
<td>$695,212</td>
<td>$34,638</td>
<td>$174,522</td>
<td>$221,380</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>EXPENSES</th>
<th>General &amp; Administrative Expenses</th>
<th>Management Fee</th>
<th>Payroll, Payroll Tax &amp; Employee Benefits</th>
<th>Repairs &amp; Maintenance</th>
<th>Electric &amp; Gas Utilities</th>
<th>Water, Sewer &amp; Trash Utilities</th>
<th>Annual Property Insurance Premiums</th>
<th>Property Tax</th>
<th>Reserve for Replacements</th>
<th>Other Expenses</th>
<th>TOTAL ANNUAL EXPENSES</th>
<th>NET OPERATING INCOME</th>
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</thead>
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<td>$88,227</td>
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<td>$30,050</td>
<td>$19,800</td>
<td>$46,853</td>
<td>$18,000</td>
<td>$12,848</td>
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<td>$210,262</td>
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<td>$26,871</td>
<td>$90,874</td>
<td>$40,420</td>
<td>$14,322</td>
<td>$30,952</td>
<td>$20,394</td>
<td>$48,259</td>
<td>$18,540</td>
<td>$20,343</td>
<td>$325,857</td>
<td>$211,564</td>
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<tr>
<td>3</td>
<td>$24,295</td>
<td>$27,408</td>
<td>$93,600</td>
<td>$41,633</td>
<td>$14,752</td>
<td>$31,880</td>
<td>$21,006</td>
<td>$51,198</td>
<td>$19,096</td>
<td>$21,233</td>
<td>$335,364</td>
<td>$212,806</td>
</tr>
<tr>
<td>4</td>
<td>$25,023</td>
<td>$27,956</td>
<td>$96,408</td>
<td>$42,882</td>
<td>$15,194</td>
<td>$32,836</td>
<td>$21,636</td>
<td>$52,733</td>
<td>$20,420</td>
<td>$22,854</td>
<td>$345,151</td>
<td>$213,982</td>
</tr>
<tr>
<td>5</td>
<td>$25,774</td>
<td>$28,516</td>
<td>$99,300</td>
<td>$49,712</td>
<td>$17,614</td>
<td>$33,822</td>
<td>$22,285</td>
<td>$61,116</td>
<td>$23,468</td>
<td>$24,284</td>
<td>$355,226</td>
<td>$215,090</td>
</tr>
<tr>
<td>15</td>
<td>$34,638</td>
<td>$31,484</td>
<td>$133,451</td>
<td>$57,630</td>
<td>$20,420</td>
<td>$33,822</td>
<td>$22,285</td>
<td>$61,116</td>
<td>$23,468</td>
<td>$24,284</td>
<td>$473,832</td>
<td>$634,270</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DEBT SERVICE</th>
<th>First Deed of Trust Annual Loan Payment</th>
<th>Second Deed of Trust Annual Loan Payment</th>
<th>Third Deed of Trust Annual Loan Payment</th>
<th>Other Annual Required Payment</th>
<th>Other Annual Required Payment</th>
<th>ANNUAL NET CASH FLOW</th>
<th>CUMULATIVE NET CASH FLOW</th>
<th>Debt Coverage Ratio</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>$174,522</td>
<td>$174,522</td>
<td>$174,522</td>
<td>$174,522</td>
<td>$174,522</td>
<td>$37,042</td>
<td>$35,740 + $37,042 = $72,784</td>
<td>1.21</td>
</tr>
<tr>
<td>3</td>
<td>$174,522</td>
<td>$174,522</td>
<td>$174,522</td>
<td>$174,522</td>
<td>$174,522</td>
<td>$38,284</td>
<td>$35,740 + $37,042 + $38,284 = $101,066</td>
<td>1.22</td>
</tr>
<tr>
<td>4</td>
<td>$174,522</td>
<td>$174,522</td>
<td>$174,522</td>
<td>$174,522</td>
<td>$174,522</td>
<td>$39,460</td>
<td>$35,740 + $37,042 + $38,284 + $39,460 = $102,286</td>
<td>1.23</td>
</tr>
<tr>
<td>5</td>
<td>$174,522</td>
<td>$174,522</td>
<td>$174,522</td>
<td>$174,522</td>
<td>$174,522</td>
<td>$40,568</td>
<td>$35,740 + $37,042 + $38,284 + $39,460 + $40,568 = $103,154</td>
<td>1.23</td>
</tr>
<tr>
<td>15</td>
<td>$174,522</td>
<td>$174,522</td>
<td>$174,522</td>
<td>$174,522</td>
<td>$174,522</td>
<td>$46,858</td>
<td>$35,740 + $37,042 + $38,284 + $39,460 + $40,568 + $44,922 + $46,858 = $115,606</td>
<td>1.27</td>
</tr>
</tbody>
</table>

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

Signature, Authorized Representative, Construction or Permanent Lender

Signature, Authorized Representative, Syndicator

Printed Name

Phone:

Email:

Date

If a revised form is submitted, date of submission:
TAB 28
OFF-SITE COSTS
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.

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

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

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

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

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

<table>
<thead>
<tr>
<th>A.</th>
<th>Activity</th>
<th>B. Labor or Unit Price</th>
<th>C. Materials or # of Units</th>
<th>D. Total Construction Costs</th>
<th>E. Acquisition Costs</th>
<th>F. Engineering / Architectural Costs</th>
<th>G. Total Activity Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Off-site concrete</td>
<td>$35,100.00</td>
<td>1</td>
<td>$35,100.00</td>
<td>$</td>
<td>In A/E Design Fee</td>
<td>$35,100</td>
</tr>
<tr>
<td></td>
<td>Storm drains &amp; devices</td>
<td>$24,570.00</td>
<td>1</td>
<td>$24,570.00</td>
<td>$</td>
<td>In A/E Design Fee</td>
<td>$24,570</td>
</tr>
<tr>
<td></td>
<td>Water &amp; fire hydrants</td>
<td>$28,080.00</td>
<td>1</td>
<td>$28,080.00</td>
<td>$</td>
<td>In A/E Design Fee</td>
<td>$28,080</td>
</tr>
<tr>
<td></td>
<td>Off-site utilities</td>
<td>$157,950.00</td>
<td>1</td>
<td>$157,950.00</td>
<td>$</td>
<td>In A/E Design Fee</td>
<td>$157,950</td>
</tr>
<tr>
<td></td>
<td>Off-site paving</td>
<td>$105,300.00</td>
<td>1</td>
<td>$105,300.00</td>
<td>$</td>
<td>In A/E Design Fee</td>
<td>$105,300</td>
</tr>
</tbody>
</table>

Total 351,000

Signature of Registered Engineer responsible for Budget Justification

T. Craig Carney, P.E.

Printed Name

2-26-20

Date

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

Mr. Henry Flores
Madhouse Development Services, Inc.
8500 Shoal Creek Blvd., Bldg. 4, Ste. 208
Austin, TX 78757

Dear Henry:

You have provided us certain assumptions regarding the Avanti West low-income housing tax credit project as they pertain to the eligibility of off-site infrastructure, site work and utility costs expected to be incurred prior to the financial closing of the tax credit partnership. We have not audited or performed any attestation services on such information; accordingly, do not express an opinion or any other form of assurance on the information.

Off-site infrastructure costs are includible in eligible basis as indirect cost under Section 263A of the Internal Revenue Code (I.R.C.) under certain conditions. To qualify, the improvements must be dedicated to the state or local government for public use after completion. Upon completion of the improvements, the state or local government shall own and maintain the infrastructure assets per Treasury Regulation 1.263A-4(d)(B)(iv) and Private Letter Ruling 200916007.

Based on the representations and schedule included on Tab 28 of the low-income housing tax credit application provided by the management of Madhouse Development Services, Inc., the company incurred approximately $351,000 of infrastructure costs which are required by the city and expected to meet the requirements defined in the Treasury Regulations and PLR above.

Alternatively, if these assets are developed on an easement granted to Avanti West, the improvements are then owned by Avanti West as rights of the easement. These improvements are depreciable land improvements (roadway, storm sewer, fire loop) and residential real property (water service, sanitary sewer) to Avanti West. Under this fact pattern, these assets would also be eligible I.R.C. Section 42 basis.

Tax information contained in this communication was not intended or written for use by any person for the purpose of avoiding penalties, nor should such information be construed as an opinion upon which any person may rely unless expressly stated to the contrary. This tax advice reflects our professional judgment based on the facts as stated and authorities existing as of the date of this letter. In the event of subsequent developments, including statutory, legislative, or any other changes, our advice may change.

Sincerely,

Baker Tilly Virchow Krause, LLP

[Signature]

Robert Moczulewski, CPA, MST
TAB 29
SITE WORK COSTS 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>B. Labor or Unit Price</th>
<th>C. Materials or # of Units</th>
<th>D. Total Construction Costs</th>
<th>E. Acquisition Costs</th>
<th>F. Engineering / Architectural Costs</th>
<th>G. Total Activity Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Demolition</td>
<td>$26,640.00</td>
<td>0</td>
<td>0</td>
<td>$26,640.00</td>
<td>$870,462</td>
<td>870,462</td>
</tr>
<tr>
<td>Asbestos &amp; Lead Abatement (Demolition)</td>
<td>$122,011.20</td>
<td>1</td>
<td>$122,011.20</td>
<td>$122,011.20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Detention</td>
<td>58,341.60</td>
<td>1</td>
<td>58,341.60</td>
<td>$171,683.60</td>
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<td></td>
</tr>
<tr>
<td>Rough grading</td>
<td>117,216.00</td>
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<td>117,216.00</td>
<td>$117,216.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fine grading</td>
<td>226,440.00</td>
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<td>226,440.00</td>
<td>$226,440.00</td>
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<td></td>
</tr>
<tr>
<td>On-site utilities</td>
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<td>203,396.40</td>
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<td>Decorative masonry</td>
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<td>19,980.00</td>
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<td></td>
</tr>
<tr>
<td>Bumper stops, striping &amp; signs</td>
<td>22,510.80</td>
<td>1</td>
<td>22,510.80</td>
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</table>

Total $870,462

Signature of Registered Engineer: T. Craig Carney, P.E.

Printed Name: T. CRAIG CARNEY

Seal: 55714 (Licensed Professional Engineer)

Date: 2/24/20

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

### Total Development Summary

<table>
<thead>
<tr>
<th>Description</th>
<th>Total Cost</th>
<th>Eligible Basis (If Applicable)</th>
</tr>
</thead>
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<tr>
<td><strong>Acquisition</strong></td>
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</tr>
<tr>
<td>Site acquisition cost</td>
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</tr>
<tr>
<td>Existing building acquisition cost</td>
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<tr>
<td>Closing costs &amp; acq. legal fees</td>
<td>56,250</td>
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</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
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<td></td>
</tr>
<tr>
<td><strong>Subtotal Acquisition Cost</strong></td>
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<tr>
<td><strong>Off-Sites</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Off-site concrete</td>
<td>35,100</td>
<td>35100</td>
</tr>
<tr>
<td>Storm drains &amp; devices</td>
<td>24,570</td>
<td></td>
</tr>
<tr>
<td>Water &amp; fire hydrants</td>
<td>28,080</td>
<td>28080</td>
</tr>
<tr>
<td>Off-site utilities</td>
<td>157,950</td>
<td>157950</td>
</tr>
<tr>
<td>Sewer lateral(s)</td>
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<td></td>
</tr>
<tr>
<td>Off-site paving</td>
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</tr>
<tr>
<td>Off-site electrical</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Off-Sites Cost</strong></td>
<td>$351,000</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Site Work</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Demolition</td>
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<td></td>
</tr>
<tr>
<td>Asbestos Abatement (Demolition Only)</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Detention</td>
<td>26,640</td>
<td>25,308</td>
</tr>
<tr>
<td>Rough grading</td>
<td>122,011</td>
<td>115,911</td>
</tr>
<tr>
<td>Fine grading</td>
<td>73,926</td>
<td>70,230</td>
</tr>
<tr>
<td>On-site concrete</td>
<td>58,342</td>
<td>58,342</td>
</tr>
<tr>
<td>On-site electrical</td>
<td>117,216</td>
<td>117,216</td>
</tr>
<tr>
<td>On-site paving</td>
<td>226,440</td>
<td>226,440</td>
</tr>
<tr>
<td>On-site utilities</td>
<td>203,396</td>
<td>203,396</td>
</tr>
<tr>
<td>Decorative masonry</td>
<td>19,980</td>
<td>19,980</td>
</tr>
<tr>
<td>Bumper stops, striping &amp; signs</td>
<td>22,511</td>
<td>22,511</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Site Work Cost</strong></td>
<td>$870,462</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Site Amenities</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Landscaping</td>
<td>162,504</td>
<td>154,379</td>
</tr>
<tr>
<td>Pool and decking</td>
<td>153,180</td>
<td>153,180</td>
</tr>
<tr>
<td>Athletic court(s), playground(s)</td>
<td>59,274</td>
<td>59,274</td>
</tr>
<tr>
<td>Fencing</td>
<td>46,620</td>
<td>46,620</td>
</tr>
<tr>
<td>Other: Monument Sign &amp; Entry Gates</td>
<td>39,960</td>
<td>39,960</td>
</tr>
<tr>
<td><strong>Subtotal Site Amenities Cost</strong></td>
<td>$461,538</td>
<td>$0</td>
</tr>
</tbody>
</table>

**Scratch Paper/Notes**

ALL OFF-SITE COSTS REQUIRE DOCUMENTATION. THOSE ENTERED IN BASIS REQUIRE MORE DOCUMENTATION!!! SEE 10 TAC §11.204(8)(E)(ii).
## BUILDING COSTS*

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
<th>Standard</th>
</tr>
</thead>
<tbody>
<tr>
<td>Concrete</td>
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<td>$561,865</td>
</tr>
<tr>
<td>Masonry</td>
<td>$205,650</td>
<td>$205,650</td>
</tr>
<tr>
<td>Metals</td>
<td>$37,947</td>
<td>$37,947</td>
</tr>
<tr>
<td>Woods and Plastics</td>
<td>$1,285,312</td>
<td>$1,285,312</td>
</tr>
<tr>
<td>Thermal and Moisture Protection</td>
<td>$126,083</td>
<td>$126,083</td>
</tr>
<tr>
<td>Roof Covering</td>
<td>$148,729</td>
<td>$148,729</td>
</tr>
<tr>
<td>Doors and Windows</td>
<td>$259,511</td>
<td>$259,511</td>
</tr>
<tr>
<td>Finishes</td>
<td>$1,210,030</td>
<td>$1,210,030</td>
</tr>
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<td>Specialties</td>
<td>$67,938</td>
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<tr>
<td>Equipment</td>
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<td>$214,219</td>
</tr>
<tr>
<td>Furnishings</td>
<td>$211,770</td>
<td>$211,770</td>
</tr>
<tr>
<td>Special Construction</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Conveying Systems (Elevators)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mechanical (HVAC; Plumbing)</td>
<td>$929,097</td>
<td>$929,097</td>
</tr>
<tr>
<td>Electrical</td>
<td>$520,245</td>
<td>$520,245</td>
</tr>
<tr>
<td>Detached Community Facilities/Building</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Carports and/or Garages</td>
<td>$265,631</td>
<td>$265,631</td>
</tr>
<tr>
<td>Lead-Based Paint Abatement</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Asbestos Abatement (Rehabilitation Only)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Structured Parking</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Commercial Space Costs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Security Cameras &amp; Project Signage</td>
<td>$45,904</td>
<td>$45,904</td>
</tr>
</tbody>
</table>

### Individually itemize costs below:

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Detached Community Facilities/Building</td>
<td>$265,631</td>
</tr>
<tr>
<td>Carports and/or Garages</td>
<td>$30,603</td>
</tr>
<tr>
<td>Lead-Based Paint Abatement</td>
<td></td>
</tr>
<tr>
<td>Asbestos Abatement (Rehabilitation Only)</td>
<td></td>
</tr>
<tr>
<td>Structured Parking</td>
<td></td>
</tr>
<tr>
<td>Commercial Space Costs</td>
<td></td>
</tr>
</tbody>
</table>

### Subtotal Building Costs Before 11.9(e)(2)

|                                | $6,120,534 | $0 | $6,089,931 |

### Voluntary Eligible Building Costs (After 11.9(e)(2))*

|                                | $81.89 psf | $5,828,029 |

### TOTAL BUILDING COSTS & SITE WORK

|                                | $7,452,534 | $0 | $7,140,775 |

### Contingency

|                                | 7.00%      | $546,247 | $0  | $524,424 |

### TOTAL HARD COSTS

|                                | $8,349,781 | $0 | $8,016,200 |

### OTHER CONSTRUCTION COSTS

<table>
<thead>
<tr>
<th></th>
<th>%THC</th>
<th>$%EHC</th>
</tr>
</thead>
<tbody>
<tr>
<td>General requirements (=6%)</td>
<td>6.00%</td>
<td>0</td>
</tr>
<tr>
<td>Field supervision (within GR limit)</td>
<td></td>
<td>480,972</td>
</tr>
<tr>
<td>Contractor overhead (=2%)</td>
<td>2.00%</td>
<td>0</td>
</tr>
<tr>
<td>G &amp; A Field (within overhead limit)</td>
<td></td>
<td>160,324</td>
</tr>
</tbody>
</table>

### TOTAL CONTRACTOR FEES

|                                | $1,168,969 | $0 | $1,122,268 |

### TOTAL CONSTRUCTION CONTRACT

|                                | $9,518,751 | $0 | $9,138,468 |

### Voluntary Eligible "Hard Costs" (After 11.9(e)(2))*

|                                | $0.00 psf  |

### TOTAL CONSTRUCTION CONTRACT

|                                | $9,518,751 | $0 | $9,138,468 |

---

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.

---

If NOT seeking to score points under §11.9(e)(2), E96:E97 should remain BLANK. True eligible building cost should be entered in line items E83: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

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Architectural - Design fees</td>
<td>176,606</td>
<td>176,606</td>
</tr>
<tr>
<td>Architectural - Supervision fees</td>
<td>62,409</td>
<td>62,409</td>
</tr>
<tr>
<td>Engineering fees</td>
<td>243,212</td>
<td>243,212</td>
</tr>
<tr>
<td>Real estate attorney/other legal fees</td>
<td>139,015</td>
<td>139,015</td>
</tr>
<tr>
<td>Accounting fees</td>
<td>44,015</td>
<td>44,015</td>
</tr>
<tr>
<td>Impact Fees</td>
<td>123,279</td>
<td>123,279</td>
</tr>
<tr>
<td>Building permits &amp; related costs</td>
<td>53,029</td>
<td>53,029</td>
</tr>
<tr>
<td>Appraisal</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Market analysis</td>
<td>8,000</td>
<td>8,000</td>
</tr>
<tr>
<td>Environmental assessment</td>
<td>11,515</td>
<td>11,515</td>
</tr>
<tr>
<td>Soils report</td>
<td>24,029</td>
<td>24,029</td>
</tr>
<tr>
<td>Survey</td>
<td>35,438</td>
<td>35,438</td>
</tr>
<tr>
<td>Marketing</td>
<td>101,296</td>
<td>101,296</td>
</tr>
<tr>
<td>Hazard &amp; liability insurance</td>
<td>128,420</td>
<td>128,420</td>
</tr>
<tr>
<td>Real property taxes</td>
<td>64,818</td>
<td>64,818</td>
</tr>
<tr>
<td>Personal property taxes</td>
<td>24,015</td>
<td>24,015</td>
</tr>
<tr>
<td>Tenant Relocation</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Plan Printing, Travel, Const. Mgmt Software</td>
<td>22,044</td>
<td>22,044</td>
</tr>
<tr>
<td>FF&amp;E &amp; Outdoor Recreation Area</td>
<td>425,000</td>
<td>425,000</td>
</tr>
<tr>
<td><strong>Subtotal Soft Cost</strong></td>
<td>1,686,138</td>
<td>0</td>
</tr>
</tbody>
</table>

### FINANCING:

#### CONSTRUCTION LOAN(S)

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest</td>
<td>670,000</td>
<td>569,500</td>
</tr>
<tr>
<td>Loan origination fees</td>
<td>134,130</td>
<td>134,130</td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td>89,214</td>
<td>89,214</td>
</tr>
<tr>
<td>Closing costs &amp; legal fees</td>
<td>40,000</td>
<td>40,000</td>
</tr>
<tr>
<td>Inspection fees</td>
<td>30,000</td>
<td>30,000</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>Lender &amp; Equity Attorney Fees</td>
<td>60,000</td>
<td>0</td>
</tr>
</tbody>
</table>

#### PERMANENT LOAN(S)

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Loan origination fees</td>
<td>29,750</td>
<td>0</td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Closing costs &amp; legal</td>
<td>20,000</td>
<td>0</td>
</tr>
<tr>
<td>Bond premium</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Credit report</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Discount points</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Credit enhancement fees</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Prepaid MIP</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Third Party Reports</td>
<td>10,000</td>
<td>0</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### BRIDGE LOAN(S)

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Loan origination fees</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Closing costs &amp; legal</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>
### OTHER FINANCING COSTS

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tax credit fees</td>
<td>67,910</td>
</tr>
<tr>
<td>Tax and/or bond counsel</td>
<td>0</td>
</tr>
<tr>
<td>Payment bonds</td>
<td>0</td>
</tr>
<tr>
<td>Performance bonds</td>
<td>128,175</td>
</tr>
<tr>
<td>Credit enhancement fees</td>
<td>0</td>
</tr>
<tr>
<td>Mortgage insurance premiums</td>
<td>0</td>
</tr>
<tr>
<td>Cost of underwriting &amp; issuance</td>
<td>0</td>
</tr>
<tr>
<td>Syndication organizational cost</td>
<td>0</td>
</tr>
<tr>
<td>Tax opinion</td>
<td>0</td>
</tr>
<tr>
<td>Refinance (existing loan payoff amt)</td>
<td>0</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td>0</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td>0</td>
</tr>
</tbody>
</table>

**Subtotal Financing Cost** $1,279,180, $0, $991,020

### DEVELOPER FEES

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Housing consultant fees</td>
<td>722,800</td>
</tr>
<tr>
<td>General &amp; administrative</td>
<td>1,084,200</td>
</tr>
<tr>
<td>Profit or fee</td>
<td>1,054,200</td>
</tr>
</tbody>
</table>

**Subtotal Developer Fees** 15.00% $1,807,000, $0, $1,757,000 15.00%

### RESERVES

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rent-up - new funds</td>
<td>0</td>
</tr>
<tr>
<td>Rent-up - existing reserves*</td>
<td>245,572</td>
</tr>
<tr>
<td>Operating - new funds</td>
<td>0</td>
</tr>
<tr>
<td>Operating - existing reserves*</td>
<td>0</td>
</tr>
<tr>
<td>Replacement - new funds</td>
<td>0</td>
</tr>
<tr>
<td>Replacement - existing reserves*</td>
<td>0</td>
</tr>
<tr>
<td>Escrows - new funds</td>
<td>0</td>
</tr>
<tr>
<td>Escrows - existing reserves*</td>
<td>0</td>
</tr>
</tbody>
</table>

**Subtotal Reserves** $245,572, $0, $0

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

### TOTAL HOUSING DEVELOPMENT COSTS

$16,842,891, $0, $13,471,330

---

**The following calculations are for HTC Applications only.**

### Deduct From Basis:

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

**Total Eligible Basis** $0, $13,471,330

**High Cost Area Adjustment (100% or 130%)** 130%

**Total Adjusted Basis** $0, $17,512,729

### Applicable Fraction

96.73%

**Total Qualified Basis** $16,940,611, $0, $16,940,611

**Applicable Percentage** 9.00%

**Credits Supported by Eligible Basis** $1,524,655, $0, $1,524,655

**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:** Enrique Flores, IV

**Phone Number for Contact:** 512-982-1342

**If a revised form is submitted, date of submission:**
Tab 31
Schedule of Sources of Funds and Financing Narrative
### Schedule of Sources of Funds and Financing Narrative

*Based with the information provided throughout the Application (i.e. Financing Narrative, Term Sheets and Development Cost...)*

<table>
<thead>
<tr>
<th>Description</th>
<th>Loan/Equity Amount</th>
<th>Interest Rate (%)</th>
<th>Lien Position</th>
<th>Permanent Period</th>
<th>Lien Position</th>
</tr>
</thead>
<tbody>
<tr>
<td>Loan Const. to</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Repayable</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Loan Const. Only</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Repayable</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subtotal Reserves</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Escrows - new funds</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Escrows - existing reserves*</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>$245,572</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Revenue Bond</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Community Bank of Texas, N.A.</td>
<td>$13,413,000</td>
<td>5.00%</td>
<td>1</td>
<td>$2,975,000</td>
<td>4.75%</td>
</tr>
<tr>
<td>RBC Capital Markets</td>
<td>$1,500,000</td>
<td>$2,047,295</td>
<td>$13,648,635</td>
<td>0.91</td>
<td></td>
</tr>
<tr>
<td>City of Edinburg</td>
<td>$500</td>
<td>$500</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Avanti West Development, LLC</td>
<td>$218,756</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Direct Loan Match</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Sources of Funds</td>
<td>$15,460,795</td>
<td></td>
<td>$16,842,891</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Uses of Funds</td>
<td>$16,842,891</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Any existing reserve amounts should be listed on the Schedule of Sources.*
INSTRUCTIONS: Describe the sources of funds that will finance Development. The description must include construction, permanent, and bridge loans, and all other types of funds to be used for development. The information must be consistent with all other documentation in this section. Provide sufficient detail to identify the source and explain the use (in terms of the timing and any specific uses) of each type of funds to be contributed. In addition, describe/explain replacement reserves. Finally, describe/explain operating items. The narrative must include rents, operating subsidies, project based assistance, and all other sources of funds for operations. In the foregoing discussion of both development and operating funds, specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments.

Describe the sources and uses of funds (specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments). For Direct Loan or Tax-Exempt Bond Applications that contemplate an FHA-insured loan, this includes the anticipated date that FHA application will be submitted to HUD (if not already submitted).

The project will be financed utilizing multiple layers of financing. The capital structure includes conventional financing, equity from the sale of housing tax credits, development funding from a local political subdivision and deferred developer fee. The equity will come from a subsidiary of RBC Capital Markets ("RBC"), pursuant to the Equity Commitment Letter. The construction and permanent partnership agreement will be executed whereupon RBC Capital Markets, Inc. ("RBC") will be the .01% General Partner. In addition to financing provided by CBoT & RBC, the City of Edinburg will also provide an in-kind contribution of $500 to the project to satisfy the QAP requirements for the Commitment of Funding by a Local Political Subdivision. Avanti West Development, LLC will provide a deferred developer fee loan of $218,756 to fill the gap. RBC's total equity contribution, subject to competitive bidding, is $629,354.

Describe the replacement reserves. Are there any existing reserve accounts that will transfer with the property? If so, describe what will be done with these funds.

Reserves will be required on the project for operating and rent up, and are estimated to be $245,572. This amount is estimated to be a total of six-months of operating expenses and net service payment. These amounts could change upon the receipt of lender’s third party appraisal.

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.

No operating subsidies or project based assistance will be used for this property. Rents were calculated using the TDHCA Project Income & Rent Tool and approved Utility Allowances. Market rents have been limited to the gross HTC 60% rents.

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: [Signature]
Authorized Representative, Construction or Permanent Lender

Printed Name: STEPHEN W. ROSE

Date: 7/24/2020

Telephone: (713) 308-5754
Email address: Srosee@cbztv.com

If a revised form is submitted, date of submission: [Blank]
The project will be financed utilizing multiple layers of financing. The capital structure includes conventional financing, equity from the sale of housing tax credits, development funding from a local political subdivision and deferred developer fee. The equity will come from a subsidiary of RBC Capital Markets ("RBC"), pursuant to the Equity Commitment Letter. The construction and permanent debt will come from CommunityBank of Texas ("CBoT"). Upon an allocation of tax credits, the partnership agreement will be executed whereupon RBC will be the 99.99% Limited Partner and Avanti West GP, LLC will be the .01% General Partner. In addition to financing provided by CBoT & RBC, the City of Edinburg will also provide an in-kind contribution of $500 to the project to satisfy the QAP requirements for the Commitment of Funding by a Local Political Subdivision. Avanti West Development, LLC will provide a deferred developer fee loan of $218,756 to fill the gap. RBC’s total anticipated equity based on current project projections totals $13,648,635. CBoT will make an interest only construction loan on the project up to $13,413,000 for 24 months, with the right to extend, and a permanent loan on the project of $2,975,000 with a term of 18 years and an amortization period of 35 years.
TAB 32
FINANCIAL CAPACITY
AND CONSTRUCTION
OVERSIGHT
Financial Capacity, Owner Equity, and Loan-to-Cost Requirements
[10 TAC §13.8(c)(8) and (9) and/or 10 TAC §11.204(7)(C) as applicable ]

Financial Capacity (10 TAC §13.8(c)(8))
If the Department’s Direct Loan amounts to more than 50% of the Total Housing Development Costs, except for Developments also financed through the USDA §515 program, the application MUST include:

• A letter from a Third Party Certified Public Accountant verifying the capacity of the Applicant, Developer, or Development Owner to provide at least 10% of the Total Housing Development Cost as a short term loan for Development; OR

• Evidence of a line of credit or equivalent tool in the sole determination of the Department equal to at least 10% of the Total Housing Development Cost from a financial institution that is available for use during the proposed development activities.

Owner Equity and Appraisal Requirements (10 TAC §13.8(c)(9))
If the Direct Loan is the only source of Department funding for the Development (no HTC being requested), the Development Owner MUST provide:

• equity in an amount not less than 10% of Total Housing Development Costs; and

• evidence through submission of this Application that the Direct Loan amount requested is not greater than 80% of the Total Housing Development Costs

Owner Equity Requirements for ALL Applications (10 TAC §11.204(7)(C))
As a result of providing owner equity in an amount greater than 5% of Total Housing Development Costs, the following must be provided in accordance with 10 TAC §11.204(7)(C):

• A letter - not older than 6 months from the date the of Application submission - from a Third Party CPA verifying the capacity of the Development Owner to provide the proposed financing with funds that are not otherwise committed or pledged; and

• A letter - not older than 6 months from the date the of Application submission - from the Development Owner’s bank or banks confirming that such funds are and will remain available at commitment and until the required investment is completed.
TAB 33
MATCHING FUNDS
Match Funds (Multifamily Direct Loan Applications Only) [§13.2(9)]

Match as required by the applicable NOFA must be documented with a letter from the anticipated provider of Match indicating the provider’s willingness and ability to make a financial commitment should the Development receive an award of Multifamily Direct Loan funds. The information provided must be consistent with all other documentation in the Application.

Indicate the amount and source of Match funds in the appropriate spaces in the table below.

Generally, a Related Party contribution to the Development is not considered eligible Match. Please see 10 TAC §13.2(9) as well as the Match Guidance below.

<table>
<thead>
<tr>
<th>Type of Match Pledged</th>
<th>Pledged Amount</th>
<th>Source of funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non-Federal Grants</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Waived, foregone or deferred fees and charges (ex: debris removal and container fees, tap fees, building permits, other mandatory fees charged by the local municipality) <strong>CANNOT INCLUDE DEVELOPER FEES</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Below Market Interest Rate Loan</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Property Tax Abatement</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Donated Non-Professional Labor</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Non-Federally Funded Infrastructure</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rental Value of Donated Use of Site Preparation or Construction Equipment</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Donated Construction Materials</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Donated Site Preparation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Donated Demolition Services</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Donated Real Property</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Value of Match Pledged</td>
<td>$ -</td>
<td></td>
</tr>
<tr>
<td>Total Amount of MF Direct Loan funds Requested</td>
<td>$ -</td>
<td></td>
</tr>
<tr>
<td>Percentage of MF Direct Loan Funds to be Matched (Total Value of Match / MF Direct Loan Funds Requested)</td>
<td>#DIV/0!</td>
<td></td>
</tr>
</tbody>
</table>

Not Applicable
Tab 34
Finance Scoring
# Finance Scoring (for Competitive HTC Applications ONLY)

<table>
<thead>
<tr>
<th>self_score_total</th>
<th>137</th>
</tr>
</thead>
</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 Edinburg

- 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.

<table>
<thead>
<tr>
<th>Total Points Claimed</th>
<th>1</th>
</tr>
</thead>
</table>

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

- Eligible Pro-Forma and letter stating the Development is financially feasible. 0

- Eligible Pro-Forma and letter stating Development and Principals are acceptable. 26

<table>
<thead>
<tr>
<th>Total Points Claimed</th>
<th>26</th>
</tr>
</thead>
</table>

## 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 9.72%

- HTC funding request as a percent of Total Housing Development Cost 8.91%

<table>
<thead>
<tr>
<th>Eligibility for points:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Development Leverages CDBG Disaster Recovery, HOPE VI, RAD or Choice Neighborhood Funding</td>
<td>0</td>
</tr>
<tr>
<td>Housing Tax Credit Request</td>
<td>3</td>
</tr>
<tr>
<td>Housing Tax Credit Request</td>
<td>2</td>
</tr>
<tr>
<td>Housing Tax Credit Request</td>
<td>1</td>
</tr>
</tbody>
</table>

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

| Total Points Claimed | 3 |
Tab 35
Supporting Documentation / Term Sheets
**Supporting Documents Should be Included Behind this Tab**

**ALL SUPPORTING DOCUMENTS MUST BE CONSISTENT WITH THE SOURCES AND USES**

- Executed Pro Forma from Permanent or Construction Lender
- Letter from lender regarding approval of Principals (consistent with Template)
- Evidence of all Permanent and Construction Financing (term sheets, loan agreements)

**NOTE:** Term sheets and/or loan documents from debt and equity providers must include a statement confirming they are aware the Applicant intends to elect income averaging. If the term sheet speaks to unit designations, ensure those unit designations are consistent with the rent schedule and site plan.

- Evidence of any Gap Financing, terms included
- Evidence of any Owner Contributions, with financial support if required
- Evidence of Equity Financing (HTC applications only)
- Letter from Texas Historical Commission (THC) indicating preliminary eligibility for historic (rehabilitation) tax credits and documentation of Certified Historic Structure status as detailed in QAP §11.9(e)(6) was submitted behind TAB 19.

- Letter from Local Political Subdivision evidencing a loan, grant, reduced fees or contribution of other value to benefit the Development. [QAP §11.9(d)(2)]

- Evidence of Rental Assistance/Subsidy
Executed Pro Forma from Lender
# 15 Year Rental Housing Operating Pro Forma (All Programs)

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

<table>
<thead>
<tr>
<th>INCOME</th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 6</th>
<th>YEAR 7</th>
<th>YEAR 8</th>
<th>YEAR 9</th>
<th>YEAR 10</th>
<th>YEAR 11</th>
<th>YEAR 12</th>
<th>YEAR 13</th>
<th>YEAR 14</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>POTENTIAL GROSS ANNUAL RENTAL INCOME</td>
<td>$552,324</td>
<td>$563,370</td>
<td>$574,638</td>
<td>$586,131</td>
<td>$597,853</td>
<td>$600,078</td>
<td>$728,780</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Secondary Income</td>
<td>$17,280</td>
<td>$17,626</td>
<td>$17,978</td>
<td>$18,338</td>
<td>$18,704</td>
<td>$20,651</td>
<td>$22,801</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$569,604</td>
<td>$580,996</td>
<td>$592,616</td>
<td>$604,468</td>
<td>$616,585</td>
<td>$620,730</td>
<td>$751,580</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>($42,710)</td>
<td>($43,375)</td>
<td>($44,446)</td>
<td>($45,335)</td>
<td>($46,242)</td>
<td>($51,055)</td>
<td>($56,369)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></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>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>EFFECTIVE GROSS ANNUAL INCOME</td>
<td>$526,884</td>
<td>$537,421</td>
<td>$548,170</td>
<td>$559,133</td>
<td>$570,316</td>
<td>$629,675</td>
<td>$695,212</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| EXPENSES | | | | | | | | | | | | |
|----------|--------|--------|--------|--------|--------|--------|--------|--------|--------|---------|---------|---------|---------|---------|---------|
| General & Administrative Expenses | $22,900 | $23,587 | $24,295 | $25,023 | $25,774 | $29,879 | $34,638 |
| Management Fee | $26,344 | $26,871 | $27,408 | $27,956 | $28,516 | $31,484 | $34,760 |
| Payroll, Payroll Tax & Employee Benefits | $88,227 | $90,874 | $93,600 | $96,408 | $99,300 | $115,116 | $133,451 |
| Repairs & Maintenance | $38,100 | $39,243 | $40,420 | $41,633 | $42,882 | $49,712 | $57,630 |
| Electric & Gas Utilities | $13,500 | $13,905 | $14,322 | $14,752 | $15,194 | $17,614 | $20,420 |
| Water, Sewer & Trash Utilities | $30,050 | $30,952 | $31,880 | $32,836 | $33,822 | $39,208 | $45,453 |
| Annual Property Insurance Premiums | $19,800 | $20,394 | $21,006 | $21,636 | $22,285 | $25,835 | $29,949 |
| Property Tax | $46,853 | $48,259 | $49,706 | $51,198 | $52,733 | $61,133 | $70,869 |
| Reserve for Replacements | $18,000 | $18,540 | $19,096 | $19,669 | $20,259 | $23,486 | $27,227 |
| Other Expenses | $12,848 | $13,231 | $13,630 | $14,039 | $14,461 | $16,764 | $19,434 |
| TOTAL ANNUAL EXPENSES | $316,622 | $325,857 | $335,364 | $345,151 | $355,226 | $410,320 | $473,832 |
| NET OPERATING INCOME | $210,262 | $211,564 | $212,806 | $213,982 | $215,090 | $219,444 | $221,380 |

| DEBT SERVICE | | | | | | | | | | | | |
|--------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|---------|---------|---------|---------|---------|---------|
| First Deed of Trust Annual Loan Payment | $174,522 | $174,522 | $174,522 | $174,522 | $174,522 | $174,522 | $174,522 |
| Second Deed of Trust Annual Loan Payment | | | | | | | | | | | | |
| Third Deed of Trust Annual Loan Payment | | | | | | | | | | | | |
| Other Annual Required Payment | | | | | | | | | | | | |
| Other Annual Required Payment | | | | | | | | | | | | |
| ANNUAL NET CASH FLOW | $35,740 | $37,042 | $38,284 | $39,460 | $40,568 | $44,922 | $46,858 |
| CUMULATIVE NET CASH FLOW | $35,740 | $72,782 | $111,065 | $150,526 | $191,093 | $404,819 | $634,270 |
| Debt Coverage Ratio | 1.20 | 1.21 | 1.22 | 1.23 | 1.23 | 1.26 | 1.27 |
| Other (Describe) | | | | | | | | |
| Other (Describe) | | | | | | | | |

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(c)(1) relating to Financial Feasibility)

Signature, Authorized Representative, Construction or Permanent Lender
Printed Name
Date

Signature, Authorized Representative, Syndicator
Printed Name
Date

If a revised form is submitted, date of submission:
EVIDENCE OF PERMANENT & CONSTRUCTION FINANCING AND APPROVAL OF PRINCIPALS
February 26, 2020

Avanti West, LP  
Henry Flores  
8500 Shoal Creek Blvd, Building 4 Suite 208  
Austin, Texas 78757

Re: Avanti West

Dear Henry,

CommunityBank of Texas (the "Bank") is pleased to provide the following term sheet for construction and permanent financing to Avanti West, LP (the "Borrower") for the development of Avanti West, a 72-unit family LIHTC project to be built in Edinburg, Texas. The proposed terms and conditions are as follows:

**Summary of Terms**

- **Borrower:** Avanti West, LP
- **Guaranty:** Construction loan guaranty will be provided by H4 Development, Inc., Enrique Flores IV and related partnership entities. The General Contractor will provide full project Payment and Performance Bonds.
- **Project:** Avanti West
- **Credit Facility:** A) Construction loan of up to $13,413,000:
  - Priced at a variable rate of Prime Floating subject to a minimum all-in rate of 5.00% (floor of 6.00%)
  - 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 up to approximately $2,975,000 (amount also subject to investor approval) at an assumed underwriting rate of interest of 4.75%:

- Subject to final approval, the permanent loan rate will be locked at 4.75% fixed assuming a 35-year amortization.
- 18-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 pay off the loan 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. All project reserve accounts will be held at Community Bank of Texas. It is expected that these reserve requirements will mirror the equity term sheet, but that any release provisions of operating reserve funds (aside from normal usage) will be subject to review and approval by Bank.

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) Construction loan amount will be based on LTV not to exceed 80% based on rent-restricted value plus value of the tax credits; 2) Permanent period LTV not to exceed 80% based on the appraisal’s identified decontrol value. Please note that the decontrol value determines the value of the property on a market rate basis (non-restricted) but adjusting the valuation for the mandated 3-year decontrol period if the property is taken back through foreclosure. The 3-year decontrol period is mandated by Section 42 requirements that tenants be given a maximum 3-year period to transition out of the property if it is converting to market rate due to the LURA being removed by Bank foreclosure. 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
- Subordination of deferred developer fee and other management fees collected by general partner or a 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.

Other Funds: The Bank acknowledges other anticipated project financing to include the following:
- City of Edinburg - $500

Tax Credit Equity: Tax credit investor and equity terms (including price and pay-in schedule) subject to Bank approval. Current model has RBC Capital Markets purchasing the tax credits at $0.91/tax credit, providing total equity of $13,648,635.

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 $218,756.

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 25, 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

Readiness to Proceed: We understand the Borrower is taking advantage of the Readiness to Proceed application points, and as such, provided the tax credits are awarded and accepted, this transaction will close on or before November 30, 2020.

To move forward on the terms and structure outlined above, the Borrower shall return a Borrower executed version of this term sheet to Community Bank of Texas.
The attached 15-year pro forma was prepared by Avanti West, LP (Applicant) for Avanti West to be located in Edinburg, 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 Avanti West, LP 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. Henry, thank you for giving us the opportunity to consider financing for this project.

Sincerely,

CommunityBank of Texas, N.A.

By: ________________
Stephen W. Rose, Executive Vice President

Agreed to:

Avanti West, LP

By: ________________
By: Avanti West GP, LLC, its G.P.
By: H4 Development, Inc., its Sole Member
By: Enrique Flores, IV, Trustee
EVIDENCE OF ANY GAP FINANCING
AVANTI WEST, LP

FIRM COMMITMENT FROM DEVELOPER

February 24, 2020

Avanti West, LP
Contact: Henry Flores
8500 Shoal Creek Blvd.
Building 4, Suite 208
Austin, TX 78757

Re: DEVELOPER NOTE – Avanti West

Gentlemen:

This letter will serve as a Firm Commitment to Avanti West, LP (the “Partnership”) evidencing the agreement of Avanti West Development LLC, the developer of the proposed multi-family development Avanti West, to defer a portion of its developer fee in an amount **up to** TWO HUNDRED TWENTY THOUSAND AND no/100 ($220,000.00) Dollars and in lieu thereof receive a Developer Note. The initial Developer Note Amount will be $218,756.00 and the amount of the Note will be increased to the extent there is a shortfall in sources, upon consent of the Developer, which consent shall not be unreasonably withheld.

The terms of the Note will be as follows:

1) Term: Fifteen (15) years
2) Interest: Four Percent (4%), unless otherwise agreed by Developer
3) Security: Second Mortgage, if allowed, by first mortgage lender
4) Payments: Payments will be made annually based on one hundred percent (100%) of the available cashflow after operating expenses, the establishment of a reserve for replacement, and debt service, if applicable.
5) Balloon Payment: All unpaid principal balance and accrued interest, if any, shall be due and payable ten years from the effective date of the Note.
6) Closing: Upon closing of the other sources for development.

Sincerely,

Avanti West Development, LLC
By: H4 Development, Inc, its sole member
   By: The EGF IV 2019 Family Trust, its manager

Enrique Flores, IV, Trustee

Avanti West Hills, LP
8500 Shoal Creek Blvd, Bldg. 4, Ste. 208, Austin, TX 78757
Phone – (512) 982-1342| Fax – (512) 900-2860
contact@madhousedevelopment.net
EVIDENCE OF EQUITY FINANCING
February 26th, 2020

Avanti West, LP
8500 Shoal Creek Blvd
Building 4, Suite 208
Austin, TX 78757
Attn: Henry Flores

Re: Avanti West, LP
Edinburg, TX

Dear Henry:

Thank you for providing us the opportunity to submit a proposal on Avanti West (the “Project”). This letter serves as our mutual understanding of the business terms regarding the acquisition of an ownership interests in Avanti West, LP a to-be-formed Texas limited partnership, or similar entity to be formed (the “Partnership”). RBC Community Investments, LLC, its successors and assigns (“RBC”) will acquire a 99.98% interest, and RBC Community Investments Manager II, Inc. (“RBC Manager”) will acquire a .01% interest (collectively, the “Interest”) in the Partnership.

1. **Project and Parties Involved.**

   (a) The Project, located in the City of Edinburg, State of Texas will consist of 72 apartment units. Within the Project 70 units will be occupied in compliance with the low-income housing tax credit (“LIHTC”) requirements of Section 42 of the Internal Revenue Code. The remaining 2 units will be market-rate.

   (b) The parties involved with the Project are as follows:

      (i) **General Partner.** The General Partner is Avanti West GP, LLC, a to-be-formed single purpose, taxable entity, which is owned 100% by H4 Development, Inc.

      (ii) **Developer.** The developer is Avanti West Development, LLC.

      (iii) **Guarantors.** Subject to RBC's review and approval of financial statements, the Guarantors are the Developer, H4 Development, Inc., Enrique Flores and other entities deemed necessary by RBC, on a joint and several basis.

2. **Purchase Price.** The Interest in the Partnership will be acquired for a total capital contribution of $13,648,635. This capital contribution is based on the Project receiving the tax credits described in Paragraph 3 and represents a price per tax credit dollar of $0.91. The capital contribution, subject to adjustments set forth in Paragraph 5 below, will be payable to the Partnership in installments as set forth on Exhibit A.

3. **LIHTC.** The Project anticipates receiving a reservation of 2020 LIHTC in the amount of $1,500,000 annually. The total LIHTC anticipated to be delivered to the Partnership is $15,000,000. The LIHTC will be available to the Partnership beginning in 2021.
4. **Funding Sources.** The purchase price is based upon the assumption that the Project will receive funding on the terms and conditions listed on Exhibit B.

5. **Adjustments.**

   (a) **Downward Capital Adjustment.** The amount of LIHTC to be allocated to RBC during the credit period (“Certified LIHTC”) will be determined promptly following receipt of cost certification from the accountant and Form 8609. If the Certified LIHTC is less than Projected LIHTC, RBC’s capital contributions will be reduced by an amount (the “Downward Capital Adjustment”) equal to the product of (i) $0.91 multiplied by (ii) the difference between Projected LIHTC and Certified LIHTC.

   (b) **Late Delivery Adjustment.** The amount of LIHTC allocated to RBC for 2022 will be determined at the time the Project is fully leased. If the amount of the LIHTC allocated to RBC for calendar year 2022 is less than the amounts shown in Paragraph 3, RBC’s capital contribution shall be reduced by an amount (the “Late Delivery Adjustment”) equal to the difference between the amount shown in Paragraph 3 (adjusted for any Downward Capital Adjustment) and the amount of the LIHTC allocated to RBC for calendar year 2022 less the present value (using a 10% discount rate) of the additional LIHTC projected to be received in 2032.

   (c) **Payment by General Partner.** If the Downward Capital Adjustment and the Late Delivery Adjustment exceed the total of all unfunded capital contributions, then the General Partner will make a payment to the Partnership equal to the amount of such excess, and the Partnership will immediately distribute such amount to RBC as a return of its capital contribution. Except to the extent otherwise stated herein, this payment will not give rise to any right as a loan or capital contribution or result in any increase in the General Partner’s capital account.

6. **General Partner and Guarantor Obligations.** In addition to Paragraph 5(c) above, the General Partner is responsible for items 6(a) through 6(f) below. Any amounts advanced by the General Partner will not be considered as loans or capital contributions reimbursable or repayable by the Partnership unless otherwise stated herein.

   (a) **Construction Completion.** The General Partner will guarantee construction completion in accordance with approved plans and specifications and will pay for any construction costs, costs to achieve permanent loan closing, repayment of all construction financing and costs necessary to fund reserves required to be funded at or before permanent loan closing.

   (b) **Operating Deficits.**

      (i) **Pre-Stabilization.** The General Partner will guarantee funding of operating deficits until the date (the “Stabilization Date”) which is the first day of the month following a 3-month period (such 3-month period to commence after the permanent loan closing) in which the Project has maintained an average 1.15 debt service coverage; and

      (ii) **Post-Stabilization.** Commencing with the Stabilization Date and continuing until the Release Date (defined below), the General Partner will guarantee funding of operating deficits in an amount equal to 6 months of operating expenses, debt service, and replacement reserves. Any funds paid by the General Partner under this Paragraph 6(b)(ii) shall be treated as an unsecured loan to the Partnership with interest at the rate of 0% per annum, to be repaid out of cash flow, refinancing, sale and liquidation proceeds as provided in Paragraph 9 hereof.

   The “Release Date” is the later of:

   (A) the fifth anniversary of the Stabilization Date,

   (B) the date the Project has achieved an average debt service coverage of 1.15 for the 12-month period immediately prior to the Release Date, and
(C) the date the Project has achieved a 1.15 debt service coverage for each of the 3 months immediately prior to the Release Date.

(c) LIHTC Shortfall or Recapture Event. To the extent not already addressed by the Downward Capital Adjustment or the Late Delivery Adjustment, if the actual amount of LIHTC for any year is less than Projected LIHTC, the General Partner will guarantee payment to RBC of an amount equal to the shortfall or recapture amount, plus related costs and expenses incurred by RBC.

(d) Repurchase. The General Partner will repurchase RBC’s interest upon the occurrence of certain events described in the Project Entity Agreement.

(e) Environmental Indemnity. The General Partner will indemnify RBC against any losses due to environmental condition at the Project.

(f) Developer Fee. The General Partner will guarantee payment of any developer fee remaining unpaid at the end of the LIHTC compliance period.

(g) Guarantors. The Guarantors will guarantee all of the General Partner’s obligations. The Guarantors will maintain a net worth and liquidity level as determined by RBC after review of the Guarantors’ financial statements.

7. **Reserves.**

(a) Operating Reserves. An operating reserve in an amount equal to six months of operating expenses, debt service and replacement reserves will be established and maintained by the General Partner concurrent with RBC’s third capital contribution. Withdrawals from the operating reserve will be subject to RBC’s consent. Expenditures from operating reserves will be replenished from available cash flow as described in Paragraph 9(b) below.

(b) Replacement Reserves. The Partnership will maintain a replacement reserve, and make contributions on an annual basis equal to the greater of (i) $250 per unit and (ii) the amount required by the permanent lender. The amount of the contribution will increase annually by 3%. Annual contributions will commence with substantial completion of the Project.

8. **Fees and Compensation.** The following fees will be paid by the Partnership for services rendered in organizing, developing and managing the Partnership and the Project.

(a) Developer Fee. The Developer will earn a developer fee of $1,807,000 projected to be paid as follows:

(i) 30.00% (of cash paid fee) concurrent with RBC’s first capital contribution;

(ii) 30.00% (of cash paid fee) concurrent with RBC’s second capital contribution;

(iii) 38.00% (of cash paid fee) concurrent with RBC’s third capital contribution;

(iv) 2.00% (of cash paid fee) concurrent with RBC’s final capital contribution; and

(v) 38.50% (of total fee) is deferred and paid from net cash flow.

The deferred portion of the developer fee shall accrue interest at 4% per annum commencing as of the date of RBC’s final capital contribution. Payment of the deferred fee will be subordinate to all other Partnership debt as well as operating expense and reserve requirements.
(b) **Incentive Management Fee.** An incentive management fee will be payable to the General Partner on an annual basis in an amount equal to 90% of net cash flow as set forth on Paragraph 9(b) below.

(c) **Property Management Fee.** The property management fee will not exceed 5% of gross rental revenues. The management agent and the terms of the property management agreement are subject to the prior approval of RBC. If the management agent is an affiliate of any Guarantor, its fee will be subordinated to payment of operating costs and required debt service and reserve payments.

(d) **Asset Management Fee.** The Partnership will pay RBC Manager an annual asset management fee of $7,500 which will increase by 3% annually.

9. **Tax Benefits and Distributions.**

(a) **Tax Benefits.** Tax profits, tax losses, and tax credits will be allocated 99.98% to RBC, .01% to RBC Manager, and .01% to the General Partner.

(b) **Net Cash Flow Distributions.** Distributions of net cash flow (cash receipts less cash expenditures, payment of debt service, property management fee and asset management fee), will be made as follows:

(i) to RBC in satisfaction of any unpaid amounts due under Paragraphs 5 and 6 above and for any other amounts due and owing to RBC;

(ii) to RBC Manager for any unpaid asset management fees;

(iii) to the operating reserve to maintain the balance required in Paragraph 7(a);

(iv) to the payment of any unpaid developer fee;

(v) to the payment of any debts owed to the General Partner or their affiliates;

(vi) 90% of the remaining cash flow to the General Partner as an incentive management fee; and

(vii) the balance to the General Partner, RBC and RBC Manager in accordance with their percentage interests described in Paragraph 9(a).

(c) **Distributions upon Sale, Liquidation or Refinance.** Net proceeds resulting from any sale, liquidation or refinance will be distributed as follows:

(i) to payment in full of any Partnership debts except those due to RBC, RBC Manager, General Partner and/or their affiliates;

(ii) to the setting up of any required reserves for contingent liabilities or obligations of the Partnership;

(iii) to RBC, in satisfaction of any unpaid amounts due under Paragraphs 5 and 6 above and for any other amounts due and owing to RBC;

(iv) to RBC Manager for any unpaid asset management fees;

(v) to RBC for any excess or additional capital contributions made by it;

(vi) to the payment of any debts owed to the General Partner or their affiliates including any unpaid developer fee;
(vii) to RBC Manager, 1% of such proceeds as a capital transaction administrative fee;

(viii) to RBC in an amount equal to any projected federal income tax incurred as a result of the transaction giving rise to such proceeds; and

(ix) the balance, 90.00% to the General Partner, 9% to RBC, and 1% to RBC Manager.

10. **Construction.** The General Partner will arrange for a fixed or guaranteed maximum price construction contract. The Contractor’s obligations will be secured by a letter of credit in an amount not less than 15% of the amount of the construction contract or a payment and performance bonds in an amount not less than the amount of the construction contract. The Project will establish a construction contingency in an amount not less than 5% of the construction costs, or such greater amount as RBC may reasonably require following its review of construction documents. RBC, may, in its sole discretion, engage a construction consultant (i) to review plans and specifications and (ii) evaluate the construction progress by providing monthly reports to the Partnership. The cost of the construction consultant will be paid by the Partnership.

11. **Due Diligence, Opinions and Projections.**

   (a) **Due Diligence:** The General Partner will provide RBC with all due diligence items set forth on its due diligence checklist, including but not limited to, financial statements for the Guarantors, schedule of real estate owned and contingent liabilities, plans and specifications, a current appraisal, a current (less than 6 months old) market study, a current (less than 6 months old) Phase I environmental report, rent and expense data from comparable properties, site/market visit and title and survey. The General Partner agrees to reasonably cooperate with RBC (including signing such consents as may be necessary) in obtaining background reports on the Developer, Guarantors and other Project entities as determined by RBC.

   (b) **Legal Opinions.** The General Partner’s counsel will deliver to RBC a local law opinion satisfactory to RBC. RBC’s counsel will prepare a tax opinion and the General Partner agrees to cooperate to provide all necessary documentation requested by RBC’s counsel.

   (c) **Diligence Reimbursement.** The Partnership will reimburse RBC toward the costs incurred by RBC in conducting its due diligence review and for the costs and expenses of RBC’s counsel in connection with the preparation of the tax opinion. RBC may deduct this amount from its first capital contribution.

   (d) **Projections.** The projections to be attached to the Project Entity Agreement and that support the Tax Opinion will be prepared by RBC based on projections provided by the General Partner. RBC’s projections will include development sources and uses, calculation of eligible basis, operating and construction period cash flow analysis, 15-year operating projection, 30-year debt analysis and 15-year capital account analysis.

12. **Closing Contingencies.** RBC’s obligation to close on the purchase of the Interest will be contingent upon RBC’s receipt, review and approval of all due diligence including the items set forth on its due diligence checklist as well as the following:

   (a) **Project Entity Documents.** Preparation and execution of RBC’s standard Project Entity Agreement and other fee agreements containing representations and warranties, covenants, consent rights, and indemnities, each on terms and conditions satisfactory to RBC.

   (b) **Information and Laws.** No adverse change in the information you have provided to us, no adverse change in market conditions and no adverse change in existing law.
(c) **Anticipated Closing Date.** The closing occurring on or before November 30, 2020.

(d) **Readiness to Proceed.**

RBC has reviewed the following due diligence as of the issuance of this letter:
1. The financial feasibility of the Project including the review of a market study and site location;
2. The financial capacity of the Guarantor;
3. The financial capacity and experience of the general contractor.

Closing of this transaction is contingent upon the following:
1. Completion of RBC's final due diligence and underwriting process, including but not limited to, approval of the final plan and cost review and receipt of all zoning and plan approvals;
2. Receipt of an allocation of 9% Federal Tax Credits from TDHCA in the annual amount of $1,500,000 annually;
3. Closing of the Construction Loan with a lender acceptable to RBC.

*(Remainder of page intentionally left blank)*
If the foregoing is in accordance with your understanding of the terms and conditions, please indicate your acceptance on the enclosed copy and return it to the undersigned.

Very truly yours,

By: ____________________________
Name: Dan Kierce
Title: Managing Director

The undersigned approves and accepts the terms of this Letter of Intent.

GENERAL PARTNER:  Avanti West GP, LLC
By: ____________________________
Its: Sole Member
Date: 2/26/2020

GUARANTORS:
By: ____________________________
Its: H4 Development Inc, Sole Member of GP
Date: 2/26/2020

By: ____________________________
Its: Enrique Flores IV, Individual
Date: 2/26/2020
## EXHIBIT A
### CAPITAL CONTRIBUTIONS

<table>
<thead>
<tr>
<th>Conditions</th>
<th>Amount</th>
<th>Anticipated Funding Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>i) 15.00% upon the later of:</td>
<td>$2,047,295</td>
<td>October 2020</td>
</tr>
<tr>
<td>(a) the execution of the Partnership Agreement,</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(b) closing of the financing sources described in Exhibit B, and</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(c) receipt and approval of all due diligence items on RBC’s due diligence checklist.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ii) 65.00% upon the later of:</td>
<td>$8,871,613</td>
<td>December 1, 2021</td>
</tr>
<tr>
<td>(a) receipt of final Certificates of Occupancy for all of the units,</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(b) receipt of an architect's certificate of substantial completion,</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(c) receipt of a preliminary cost certification accompanied by a General Partner certification, and</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(d) December 1, 2021.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>iii) 18.00% upon the later of:</td>
<td>$2,456,754</td>
<td>July 1, 2022</td>
</tr>
<tr>
<td>(a) receipt of a final cost certification from an independent certified public accountant,</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(b) achievement of 100% qualified occupancy,</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(c) permanent loan conversion, including achievement of 90 days at a 1.15 Debt Service Coverage Ratio, and</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(d) July 1, 2022.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>iv) 2.00% upon the later of:</td>
<td>$272,972</td>
<td>November 1, 2022</td>
</tr>
<tr>
<td>(a) achievement of the Stabilization Date,</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(b) receipt of the IRS Form 8609, and</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(c) November 1, 2022.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>$13,648,635</td>
<td></td>
</tr>
</tbody>
</table>
EXHIBIT B
SOURCES

Construction / Permanent Loan
- Lender: Community Bank of Texas (or another lender acceptable to RBC)
- Amount: $13,413,000 during construction, $2,975,000 after conversion
- Maturity: 18 years
- Amortization: 35 years after conversion
- Interest Rate: 5.00% during construction, 4.75% after conversion
- Collateral: 1st mortgage on Project

Grant
- Lender: City of Edinburg
- Amount: $500
COMMITMENT OF DEVELOPMENT FUNDING BY LPS
February 19, 2020

Sharon Gamble, 9% HTC Program Administrator  
Multifamily Division  
Texas Department of Housing and Community Affairs  
P.O. Box 13941  
221 East 11th Street  
Austin, TX 78711-3941

Re: Avanti West – +/-6.0 acres near the NWC of West Alberta Road and South McColl Road, Edinburg, Hidalgo County, Texas

Dear Ms. Gamble:

The City of Edinburg has been made aware that pursuant to §11.9(d)(2) of the 2020 Qualified Allocation Plan ("QAP") the rules that govern the housing tax credit program in Texas, an application seeking competitive housing tax credits may qualify to receive point (s) by providing evidence of a commitment of development funding from the city or county in which a development site is located.

Avanti West LP, and its development team, Madhouse Development Services, Inc. have applied for funding in connection with the proposed development of Avanti West, an affordable rental housing development to be located near the NWC of West Alberta Road and South McColl Road in Edinburg, Hidalgo County, Texas 78541. In accordance with §11.9(d)(2) of the QAP, the City of Edinburg has approved providing a grant, fee waiver or development related services equal in value to $500 in support of the proposed development of the Avanti West.

Please do not hesitate to contact me at (956) 388-8207 with any questions regarding this commitment.

Sincerely,

[Signature]

Richard M. Hinojosa  
Interim City Manager
PART 5
DEVELOPMENT
ORGANIZATION
TAB 36
SPONSOR
CHARACTERISTICS
**Sponsor Characteristics (Competitive HTC Only)**

Pursuant to §11.9(b)(2) of the Qualified Allocation Plan, an Application may qualify to receive up to two (2) points provided the ownership structure meets one of the following requirements in parts 1 OR 2 below;

1. **Application is attempting to score as a Qualified Nonprofit or certified HUB with ownership interest and material participation and meets the criteria below:**

   - **No**  
     If attempting to score as a Qualified Nonprofit, Application is applying under the Nonprofit Set-Aside
   - **Yes**  
     If attempting to score as a certified HUB, evidence of the HUB's existence from the Texas Comptroller of Accounts is provided behind this Tab
   - **Yes**  
     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: **100.000%**
     - Cash flow from operations: **100.000%**
     - Developer Fee: **90.010%**
     - **Total: 290.01%** (Must equal at least 50% regardless of structure)

   - **Yes**  
     The Qualified Nonprofit or certified HUB will materially participate in the Development and the operation of the Development throughout the Compliance Period.

   - **Yes**  
     A detailed narrative describing how that material participation will be achieved is included.

   - **Yes**  
     The Qualified Nonprofit or certified HUB has experience directly related to the housing industry.

   - **Yes**  
     A detailed narrative describing experience in each category is included.

Mark all that apply

- Property Management
- Construction
- Development
- Financing
- Compliance

- **X** No Principals of the Qualified Nonprofit or HUB are related Parties to or Affiliates of any other Principals of the Applicant or Developer.

- **X** Evidence of experience in the housing industry and a statement regarding material participation are provided behind this tab.

**Points Claimed: **  

2. **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: **  

**Total Points Claimed: ** 2
HUB Certificate
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.

Texas Historically Underutilized Business (HUB) Certificate

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

H4 DEVELOPMENT, INC

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 31-JAN-2020, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Statewide HUB Program
Statewide Procurement Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.
HUB Resume or Experience Certificate
ENRIQUE FLORES, IV

Enrique (“Henry”) Flores, IV oversees the strategy, planning implementation, and operations of H4 Development, Inc. His position also entails coordinating various aspects of the development process including navigating complex financial structuring including tax-exempt bonds, housing tax credits and conventionally financed rental communities. His responsibilities include locating and evaluating properties for land acquisition and rehabilitation, project evaluation, due diligence, financial analysis, loan conversions, legal/risk management activities and asset management. During his career, Henry has been involved from conceptual design to architectural oversight through construction management to the completion and stabilization of the apartment community for over 2,500 multifamily units and over $325 million dollars in total investment. He considers every phase of the development process to be an integral step to creating communities that residents can be proud to call home and that leave a legacy in the communities their built.

Henry graduated cum laude from Texas State University with a Bachelor of Business Administration in Finance. He was a member of the Dean’s List during his tenure at Texas State University. In addition to these endeavors, he has continued to play a leadership role in youth lacrosse in central Texas and is a supporter of the Big Brothers and Big Sisters chapter in central Texas.
HUB DESCRIPTION OF PARTICIPATION
H4 Development, Inc. “H4 Development” will act as the Historically Underutilized Business by materially participating in the development, financing, and day-to-day operation of Avanti West throughout the Texas Department of Housing and Community Affairs Compliance Period. H4 Development shall materially participate by:

(1) Act on behalf of the Partnership in its relations and communications with any governmental agency or authority and any construction mortgage loan lender, the General Partner, or the Investor Limited Partner about all matters relating to the construction and development of the Project;

(2) Ensure that the Plans and Specifications for the Project comply with all applicable building or development codes, and other laws, ordinances, rules, and regulations;

(3) Negotiate all contracts and subcontracts for the development and construction of the Project;

(4) Choose the products and materials necessary to construct and equip the Project to satisfy all requirements of the Loan Agreements, Partnership Agreement, and the Plans and Specifications;

(5) Monitor disbursement and payment of amounts owed to the architect, engineers, general contractor, and the subcontractors;

(6) Insure that the Project is constructed free and clear of all mechanic’s and materialmen’s and other liens;

(7) Inspect the work of the general contractor, architect, and engineer and obtain an architect’s certificate that the work on the Project is substantially complete;

(8) Obtain all governmental building code or regulatory approvals, and certificates of occupancy for all of the buildings and residential units of the Project;

(9) Cause the Project to be completed in a prompt and expeditious manner, with good workmanship, and in compliance with:
(i) approve the Plans and Specifications, as approved or amended by the Partnership under any Loan Agreements or the Partnership Agreement;

(ii) any and all zoning regulations, city or county ordinances, including without limitation health, fire and safety regulations, environmental standards and regulations, and any other requirements of federal, state, and local laws, rules, regulations, and ordinances applicable to construction of the Project; and

(iii) any and all obligations of the Partnership under any Loan Agreement or Partnership Agreement;

(10) Cause to be performed in a diligent and efficient manner:

(i) construction of the Project, including any required off-site work, according to the Plans and Specifications; and

(ii) general administration and supervision of construction of the Project, including without limitation activities of the general contractor, its subcontractors, materials vendors, and service providers, including their employees and agents, and others employed for the development and construction of the Project in substantial compliance with the Plans and Specifications, any Loan Agreements, and the Partnership Agreement;

(11) Keep complete accounts and cost records related to the development and construction of the Project, including without limitation invoices, bills, statements, vouchers, receipts, etc., and provide a contemporaneous copy of each account and cost record to the Partnership;

(i) maintain at the expense of the Developers all management and administrative facilities and equipment necessary to perform competently the accounting functions related to the Project;

(ii) make available to the Partnership, during normal business hours and upon the written request of the Partnership, its General Partner, or a Limited Partner under the Partnership Agreement, copies of all labor and materials contracts and subcontracts, and accounting and cost records, including, without limitation, invoices, bills, statements, vouchers, receipts, etc., related to the development of the Project;

(12) Deliver to the Partnership:

(i) a dimensioned “as-built” ALTA survey with the surveyor’s certification that is acceptable to any lender, the Investor Limited Partner, and title company of the Land improved the completed Project that locates all buildings, improvements, easements, setback lines, rights-of-way, restrictive covenants, encroachments, and other recorded or apparent matters encumbering or affecting the Land after completion of the construction of the Project, and

(ii) “as-built” drawings, plans, specifications prepared by the architect and engineers of the finished construction of the Project;
(13) Provide to and periodically update for the Partnership the Project construction time schedule that coordinates and integrates the services of the general contractor, architect, and engineers’ services with construction schedules;

(14) Investigate and recommend a schedule for purchase by the Partnership of all materials and equipment requiring long lead time procurement, coordinate the materials and equipment procurement schedule with the general contractor or architect as necessary, and expedite and coordinate delivery and installation of such materials and equipment for the Project;

(15) Prepare pre-qualification criteria for bidders interested in performing general contractor construction services, subcontractor construction services, or providing materials for the Project, establish bidding schedules, and conduct pre-bid conferences to familiarize bidders with the bidding documents and management techniques with any special systems, materials, or methods for the construction of the Project;

(16) Receive bids, prepare bid analyses, and make recommendations to the Partnership to award contracts or reject bids for the construction of the Project;

(17) Coordinate the work of the general contractor, architect, and engineers to complete the Project with the objective of effective and efficient cost, time, and quality, and provide sufficient personnel at the Project with authority to achieve those objectives;

(18) Provide the Partnership a detailed schedule of realistic activity sequences and durations, allocation of labor and materials, and processing of shop drawings and samples for the development of the Project;

(19) Provide the Partnership regular monitoring of the schedule as construction progresses, identify for the Partnership potential variances between scheduled and probable completion dates, review the schedule for work not started or incomplete, recommend to the Partnership adjustments in the schedule to meet the projected completion date, provide to the Partnership summary reports of such monitoring, and document for the Partnership all changes in the schedule;

(20) Recommend to the Partnership alternative courses of action when requirements of the general construction contract and subcontracts are not met;
(21) Revise and refine the approved estimate of construction cost, incorporate changes as they occur, and develop cash flow reports and forecasts regularly for the Partnership;

(22) Provide, with routine reports to the Partnership, regular monitoring of the approved estimate of construction cost, show actual costs for activities in process and estimates for uncompleted tasks, identify variances between actual and budgeted or estimated costs and advise the Partnership whenever projected costs exceed budgets or estimates;

(23) Develop and implement a system for review and processing of change orders as to construction of the Project and immediately inform the Partnership of the change orders;

(24) Develop and implement a procedure for the review and processing of applications by subcontractors for progress and final payments;

(25) In collaboration with the general contractor, architect, and engineers to establish and implement procedures for expediting the processing and approval of shop drawings and samples;

(26) Record the progress of the Project and submit written progress reports to the Partnership;

(27) Assist in the selection of the management company and facilitate the leasing process during the initial stages of occupancy;

(28) Provide continuing oversight of the management company to ensure compliance with all requirements of the tax credit program and the Investor;

(29) Review and assist in the day-to-day operations of the property, including, but not limited to review of property financials statements, management leasing reports, marketing reports and compliance reports and during the TDHCA Compliance Period;

(30) Assist in the completion of TDHCA annual reporting requirements during Compliance Period;

(31) Review of annual property insurance renewals; and

(32) Periodic review of vendor contracts and service agreements to avoid conflict of interest situations or excessive expenditures.
Tab 37
Applicant and Developer Ownership Charts
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:**

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.
PROJECT OWNERSHIP ORGANIZATIONAL SUMMARY

Avanti West
Edinburg, Texas
A 72-unit new construction project,
Affordable Housing Rental Development.

BORROWER/OWNER
Avanti West, LP
(An entity to be formed)

GENERAL PARTNER
.01% Ownership
Avanti West GP, LLC
(An entity to be formed)

LIMITED PARTNER
99.99% Ownership
TBD

SOLE MEMBER
100% Ownership
H4 Development, Inc.
(a Texas corporation)
Ability to Exercise Control

100% Ownership
The EGF IV 2019 Family Trust
Ability to Exercise Control

100% Ownership
Enrique Flores, IV
Ability to Exercise Control
DEVELOPER OWNERSHIP ORGANIZATIONAL SUMMARY

Avanti West
Edinburg, Texas
A 72-unit new construction project, Affordable Housing Rental Development.

DEVELOPER
Avanti West Development, LLC
(An entity to be formed)
Ability to Exercise Control

SOLE MEMBER
100% Ownership
H4 Development, Inc.
(a Texas corporation)
Ability to Exercise Control

CONSULTANT
Madhouse Development, Inc.
(a Texas corporation)

50% Ownership
Enrique Flores

The EGF IV 2019 Family Trust

50% Ownership
Enrique Flores, IV

100% Ownership
The EGF IV 2019 Family Trust
Ability to Exercise Control

100% Ownership
Enrique Flores, IV
Ability to Exercise Control
AVANTI WEST, LP

GUARANTOR ORGANIZATIONAL SUMMARY

Avanti West
Edinburg, Texas
A 72-unit new construction project,
Affordable Housing Rental Development.

Avanti West GP, LLC
Avanti West Development, LLC
H4 Development, Inc.
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>Avanti West, LP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address: 8500 Shoal Creek Blvd, Building 4, Suite 208</td>
<td>City: Austin State: TX Zip: 78757</td>
</tr>
<tr>
<td>Name(s) of Entities the Organization Owns or Controls:</td>
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<tr>
<td>Organization legally formed?</td>
<td>No Date formed: TBD Legal Org is or will be: Limited Partnership</td>
</tr>
<tr>
<td>Previous TDHCA Experience?</td>
<td>No Phone: (512) 982-1342 Email: <a href="mailto:hflores@madhousedevelopment.net">hflores@madhousedevelopment.net</a></td>
</tr>
</tbody>
</table>

| Org. 1 | Organization Legal Name: | Avanti West GP, LLC |
|--------|--------------------------|
| Address: 8500 Shoal Creek Blvd, Building 4, Suite 208 | City: Austin State: TX Zip: 78757 |
| Name(s) of Entities the Organization Owns or Controls: | Avanti West, LP |
| Organization legally formed? | No Date formed: TBD Legal Org is or will be: Limited Liability Company |
| Previous TDHCA Experience? | No Phone: 512-982-1342 Email: hflores@madhousedevelopment.net |

| Org. 2 | Organization Legal Name: | Avanti West Development, LLC |
|--------|--------------------------|
| Address: 8500 Shoal Creek Blvd, Building 4, Suite 208 | City: Austin State: TX Zip: 78757 |
| Name(s) of Entities the Organization Owns or Controls: | None |
| Organization legally formed? | No Date formed: TBD Legal Org is or will be: Limited Liability Company |
| Previous TDHCA Experience? | No Phone: 512-982-1342 Email: hflores@madhousedevelopment.net |

| Org. 3 | Organization Legal Name: | H4 Development, Inc. |
|--------|--------------------------|
| Address: 8500 Shoal Creek Blvd, Building 4, Suite 208 | City: Austin State: TX Zip: 78757 |
| Name(s) of Entities the Organization Owns or Controls: | Avanti West, LP, Avanti West GP, LLC, Avanti West Development, LLC |
| Organization legally formed? | Yes Date formed: 2/7/2018 Legal Org is or will be: Corporation |
| Previous TDHCA Experience? | Yes Phone: 512-982-1342 Email: hflores@madhousedevelopment.net |

<table>
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<th>List of Sub-Entities or Principals:</th>
<th>1. H4 Development, Inc. 2. 3. 4. 5. 6.</th>
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<tr>
<td>5. TDHCA Experience:</td>
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<td>Role/Title</td>
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<tr>
<th>List of Sub-Entities or Principals:</th>
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<tr>
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<td>5. TDHCA Experience:</td>
<td>6. TDHCA Experience:</td>
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<td>Role/Title</td>
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<td>Name(s) of Entities the Organization Owns or Controls: Avanti West LP, Avanti West GP, LLC, Avanti West Development, LLC, H4 Development, Inc.</td>
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<td>Organization legally formed? Yes Date formed: 12/31/2019 Legal Org is or will be:</td>
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</tr>
<tr>
<td>Previous TDHCA Experience? No Phone: 512-982-1342 Email: <a href="mailto:hflores@madhousedevelopment.net">hflores@madhousedevelopment.net</a></td>
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<tr>
<td>Organization is identified on Org. Chart: Yes Ability to exercise Control over the Development? Yes</td>
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<tr>
<td>List of Sub-Entities or Principals: 1. <strong>Enrique Flores, IV</strong> TDHCA Experience: Yes 2. TDHCA Experience: 3. TDHCA Experience: 4. TDHCA Experience: 5. TDHCA Experience: 6. TDHCA Experience:</td>
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<td>Address: Austin TX Email: <a href="mailto:hflores@madhousedevelopment.net">hflores@madhousedevelopment.net</a></td>
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TAB 39
PREVIOUS PARTICIPATION FORM
### 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>
<th>Avanti West, LP - Applicant</th>
</tr>
</thead>
<tbody>
<tr>
<td>Email Address:</td>
<td><a href="mailto:contact@madhousedevelopment.net">contact@madhousedevelopment.net</a></td>
</tr>
<tr>
<td>City &amp; State of Home Addr:</td>
<td>Austin, Texas</td>
</tr>
<tr>
<td>Applicant Legal Name:</td>
<td>Avanti West, LP</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.

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<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>
</tr>
</thead>
<tbody>
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<td>CSBG</td>
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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:** Avanti West GP, LLC - General Partner  
**Email Address:** contact@madhousedevelopment.net  
**City & State of Home Addr:** Austin, Texas  
**Applicant Legal Name:** Avanti West, LP

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, SHTF, RHD), and BOND) that you have controlled at any time.

   - By selecting this box I certify that I have no prior experience with any TDHCA administered affordable rental program.

   [X]

   Add more rows to the form as needed.

<table>
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<th>TDHCA ID#</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.

   [X]

<table>
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<th>Community Affairs:</th>
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**Previous Participation Form**

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**Person/Role:** Avanti West Development, LLC - Developer

**Email Address:** contact@madhousedevelopment.net

**City & State of Home Addr:** Austin, Texas

**Applicant Legal Name:** Avanti West, LP

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, SHTF, RHD), and BOND) that you have controlled at any time.

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<th>Self-Help</th>
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<td>NSP</td>
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<th>Bootstrap</th>
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<td>Other:</td>
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**Person/Role:**

| H4 Development, Inc. - MM of General Partner and MM of Developer |

**Email Address:**

| hflores@madhousedevelopment.net |

**City & State of Home Addr:**

| Austin, Texas |

**Applicant Legal Name:**

| Avanti West, LP |

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</tr>
</thead>
<tbody>
<tr>
<td>19367</td>
<td>Avanti Legacy Bayside</td>
<td>Corpus Christi</td>
<td>HTC</td>
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2. Identify all Community Affairs and Single Family department programs that you have participated in within the last three(3) years by placing an "x" next to the program name.

   ![X]
   
   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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Person/Role: Enrique Flores, IV - Principal & Developer

Email Address: hflores@madhousedevelopment.net

City & State of Home Addr: Austin, Texas

Applicant Legal Name: Avanti West, LP

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, SHTF, RHD), and BOND) that you have controlled at any time.

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**Person/Role:** The EGF IV 2019 Family Trust - Sole Member of H4 Development, Inc. & Member of Madhouse Development, Inc.

**Email Address:** hflores@madhousedevelopment.net

**City & State of Home Addr:** Austin, Texas

**Applicant Legal Name:** Avanti West, LP

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, SHTF, RHD), and BOND) that you have controlled at any time.

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**Person/Role:** Madhouse Development, Inc. - Consultant

**Email Address:** contact@madhousedevelopment.net

**City & State of Home Addr:** Austin, Texas

**Applicant Legal Name:** Avanti West, LP

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<th>Enrique Flores - Consultant</th>
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<td><a href="mailto:henry@madhousedevelopment.net">henry@madhousedevelopment.net</a></td>
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<td>TDHCA Multifamily Direct Loan</td>
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</table>
TAB 40

NONPROFIT PARTICIPATION
Nonprofit Participation

Nonprofit Set-Aside (Competitive HTC Applications Only)

Qualification: Must meet the definition of a Qualified Nonprofit Development pursuant to §11.1(a)(106) of the QAP, §42(h)(5) the Code, and the requirements of §11.5(1) of the QAP.

Documentation: Eligibility will be confirmed based upon completion of the Nonprofit Participation and Additional Nonpro Documentation requirements in this section.

☐ By selecting this box the Applicant affirms the election to be included in the Nonprofit Set-Aside and certifies that th expect to receive a benefit in the allocation of tax credits as a result of being affiliated with a nonprofit.

☐ By selecting this box the Applicant affirms the election to be excluded from the Nonprofit Set-Aide and certifies that th do not expect to receive a benefit in the allocation of tax credits as a result of being affiliated with a nonprofit.

Nonprofit Information (ALL Applications)

Only nonprofit organizations will complete this section. All nonprofit Applicants or Principals must complete this form witho regard to their level of ownership or the set-aside under which the application was made.

Organization Name: 

Is the Organization a 501(c )3 or (4) as of the beginning of the Application Acceptance Period? 

If no to the question above, what is its current legal status? 

If "Other" please specify: 

Date of legal formation of Nonprofit Organization: 

1) Is Applicant comprised of a joint venture between a Nonprofit and for-profit entity? 

   If “Yes”, will this nonprofit organization Control the Applicant? 

   What is the ownership percentage of this nonprofit organization? 

2) Describe the nonprofit’s participation: 

3) Describe the nonprofit’s participation in the operation of the Development throughout the Compliance and/or extended u period: 

4) Will the nonprofit receive part of the development fees paid in connection with the development? 

   If "Yes," explain: 

Application includes a resolution approved by the board of the nonprofit organization indicating clear approval of the organizations's participation in the Application and naming all members of the board and employees who may act on its behalf.
Tab 41
Nonprofit
Supporting Documentation
Applications involving a 501(c)(3) or 501(c)(4) Qualified Nonprofit Organization, housing finance corporation, or public facility corporation as the General Partner or Owner must provide the following documentation behind this tab:

- A resolution approved at a regular meeting of the majority of the Board of Directors of the nonprofit:
- Indicating the Board's awareness of the organization’s participation in each specific operation, and
- Naming all members of the Board and employees who may act on its behalf

### A. Applications participating in the Nonprofit Set-Aside must also provide:

- IRS determination letter
  (Housing finance corporations or public facility corporations that do not have an IRS determination letter shall submit documentation evidencing creation under Chapter 394 of the Texas Local Government Code and corresponding citations for an exemption from taxation.)
- Nonprofit Participation exhibit as provided in the Application
- Third Party legal opinion (not applicable to Tax-Exempt Bond Developments)
- The Nonprofit's most recent financial statement as prepared by a Certified Public Accountant (not applicable to Tax-Exempt Bond Developments)
- Certification regarding Board member residence (not applicable to Tax-Exempt Bond Developments)

### B. All other Applicants:

- IRS determination letter
  (Housing finance corporations or public facility corporations that do not have an IRS determination letter shall submit documentation evidencing creation under Chapter 394 of the Texas Local Government Code and corresponding citations for an exemption from taxation.)
- Explanation of basis of nonprofit status if not 501(c)(3) or (4)
- Nonprofit Participation exhibit
Tab 42
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>
<th>Email</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Avanit West Development, LLC</td>
<td>Enrique Flores, IV</td>
<td>(512) 982-1342</td>
<td><a href="mailto:contact@madhousedevelopment.net">contact@madhousedevelopment.net</a></td>
<td>$1,626,480.70</td>
<td>TBD</td>
</tr>
<tr>
<td>Couric Enterprises, LLC</td>
<td>Eric Solis</td>
<td>(956) 241-0694</td>
<td><a href="mailto:eric@couricllc.com">eric@couricllc.com</a></td>
<td>$1,168,969.39</td>
<td>TBD</td>
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## Housing General Contractor:

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<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Couric Enterprises, LLC</td>
<td>Eric Solis</td>
<td>(956) 241-0694</td>
<td><a href="mailto:eric@couricllc.com">eric@couricllc.com</a></td>
<td>In fee above</td>
<td>TBD</td>
</tr>
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## Infrastructure General Contractor:

<table>
<thead>
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<th>Contact Name</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Couric Enterprises, LLC</td>
<td>Eric Solis</td>
<td>(956) 241-0694</td>
<td><a href="mailto:eric@couricllc.com">eric@couricllc.com</a></td>
<td>In fee above</td>
<td>TBD</td>
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## Cost Estimator:

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<th>Contact Name</th>
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<tr>
<td>N/A</td>
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<td></td>
<td><a href="mailto:dsmith@nda-austin.com">dsmith@nda-austin.com</a></td>
<td>$239,014.62</td>
<td>TBD</td>
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## Architect:

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</thead>
<tbody>
<tr>
<td>Northfield Design Associates, Inc.</td>
<td>Don Smith</td>
<td>(512) 302-1458</td>
<td><a href="mailto:dsmith@nda-austin.com">dsmith@nda-austin.com</a></td>
<td>In fee above</td>
<td>TBD</td>
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</table>
**Engineer:**

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Carney Engineering, PLLC</td>
<td>(469) 443-0861</td>
</tr>
<tr>
<td>Craig Carney</td>
<td>(469) 443-0861</td>
</tr>
</tbody>
</table>

<table>
<thead>
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<tbody>
<tr>
<td><a href="mailto:Craig@Eng-Firm.com">Craig@Eng-Firm.com</a></td>
<td>$243,211.69</td>
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</table>

Certified Texas HUB? No

This is a direct or indirect, financial, or other interest with Applicant or other team members* No

**Civil Engineer:**

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Carney Engineering, PLLC</td>
<td>(469) 443-0861</td>
</tr>
<tr>
<td>Craig Carney</td>
<td>(469) 443-0861</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Email</th>
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<tr>
<td><a href="mailto:Craig@Eng-Firm.com">Craig@Eng-Firm.com</a></td>
<td>In Engineer Fee Above</td>
<td>TBD</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

**Market Analyst:**

<table>
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<tr>
<th>Contact Name</th>
<th>Phone</th>
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<tbody>
<tr>
<td>Apartment Market Data, LLC</td>
<td>(210) 530-0040</td>
</tr>
<tr>
<td>Darrell Jack</td>
<td>(210) 530-0040</td>
</tr>
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</table>

<table>
<thead>
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<tbody>
<tr>
<td><a href="mailto:djack@stic.net">djack@stic.net</a></td>
<td>$8,000.00</td>
<td>20-3964998</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

**Appraiser:**

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<td>N/A</td>
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<table>
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<tr>
<td>In Engineer Fee Above</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

**Attorney:**

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<tbody>
<tr>
<td>Locke Lord</td>
<td>(512) 305-4707</td>
</tr>
<tr>
<td>Cynthia Bast</td>
<td>(512) 305-4707</td>
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<tr>
<td><a href="mailto:cbast@lockelord.com">cbast@lockelord.com</a></td>
<td>$139,014.62</td>
<td>74-1164324</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

**Accountant:**

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<tr>
<td>Baker Tilly</td>
<td>(512) 982-3377</td>
</tr>
<tr>
<td>Nuwandi Trahan</td>
<td>(512) 982-3377</td>
</tr>
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<tr>
<td><a href="mailto:Nuwandi.Trahan@bakertilly.com">Nuwandi.Trahan@bakertilly.com</a></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
### Property Manager:

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<tbody>
<tr>
<td>Connie Quillen</td>
<td>(972) 643-3205</td>
</tr>
<tr>
<td><a href="mailto:cquillen@alpha-barnes.com">cquillen@alpha-barnes.com</a></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

### Originator of Underwriter:

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<tbody>
<tr>
<td>Stephen Rose</td>
<td>(713) 308-5754</td>
</tr>
<tr>
<td><a href="mailto:SRose@communitybankoftx.com">SRose@communitybankoftx.com</a></td>
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Certified Texas HUB? No

This is a direct or indirect, financial, or other interest with Applicant or other team members* No

### Bond Issuer:

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Certified Texas HUB? No

This is a direct or indirect, financial, or other interest with Applicant or other team members* No

### Syndicator:

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<tbody>
<tr>
<td>Daniel Kierce</td>
<td>(216) 875-6043</td>
</tr>
<tr>
<td><a href="mailto:Daniel.Kierce@rbc.com">Daniel.Kierce@rbc.com</a></td>
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<table>
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Certified Texas HUB? No

This is a direct or indirect, financial, or other interest with Applicant or other team members* No

### Supportive Services Provider:

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<tbody>
<tr>
<td>Laura Irwin</td>
<td>(512) 982-1342</td>
</tr>
<tr>
<td><a href="mailto:lirwin@madhousedevelopment.net">lirwin@madhousedevelopment.net</a></td>
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<td><a href="mailto:cquillen@alpha-barnes.com">cquillen@alpha-barnes.com</a></td>
<td>$10,048.00</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* Yes

### Supportive Services Provider:

<table>
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<tr>
<th>Contact Name</th>
<th>Phone</th>
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| Email                  | Proposed Fee | Tax ID Number (TIN) |
|                        |              |                     |

Certified Texas HUB? No

This is a direct or indirect, financial, or other interest with Applicant or other team members* No
<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Marilyn De Luna</td>
<td>(956) 383-4951</td>
</tr>
<tr>
<td>Madhouse Development, Inc.</td>
<td>(512) 982-1359</td>
</tr>
<tr>
<td>Michael Tamez</td>
<td></td>
</tr>
<tr>
<td>Aspen Environmental</td>
<td>(512) 535-6815</td>
</tr>
<tr>
<td>Mitch Young</td>
<td></td>
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<tr>
<td>N/A</td>
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<tr>
<td><a href="mailto:Marilyn.deluna@edwardsabstract.com">Marilyn.deluna@edwardsabstract.com</a></td>
<td>TBD</td>
<td>TBD</td>
</tr>
<tr>
<td><a href="mailto:mtamez@madhousedevelopment.net">mtamez@madhousedevelopment.net</a></td>
<td>$200k or 9.99% of Dev Fee</td>
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<tr>
<td><a href="mailto:myoung@aspenenv.com">myoung@aspenenv.com</a></td>
<td>$11,514.62</td>
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<tr>
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<tbody>
<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
<td>Yes</td>
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<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
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<th>Certified Texas HUB?</th>
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<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
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</tbody>
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<table>
<thead>
<tr>
<th>Certified Texas HUB?</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
<td>No</td>
</tr>
</tbody>
</table>
Development Team Members Financial or other Interest Attachment

Avanti West Development, LLC is the Developer of the Applicant’s project and will earn Developer Fees from the Applicant. Avanti West Development, LLC is owned by principals who are also members of the general partner and control the Applicant.

The Supportive Services Provider, Avanti Resident Services, Inc. will earn Supportive Services Fees from the Applicant. The Supportive Services Provider is owned by the principals who are also a member of the General Partner and Developer.

The Consultant, Madhouse Development, Inc. will earn less than 10% of the total developer fee. The Consultant is owned by principals who are also a member of the general partner and developer.
Tab 43
Engineer/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 71,169 square feet, and the common area square footage (to include all enclosed space for resident use such as interior corridors, property management offices, resident services offices, 24 hour front desk offices, clubrooms, lounges, community kitchens, community restrooms, exercise rooms, laundry rooms, mailbox areas, food pantries, meeting rooms, libraries, computer labs, classrooms, maintenance areas, break rooms, and flex space for resident use) is 3,950 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]

Date: 03/27/2020

[Printed Name]

[License Number and State]

[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.

<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></td>
<td>72</td>
<td>5%</td>
<td>3.6</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>1/1 (732 &amp; 736/sf)</td>
<td>24</td>
<td>5%</td>
<td>1.2</td>
<td>1.2</td>
<td>1</td>
</tr>
<tr>
<td>2/2 (1,070 &amp; 1,077)</td>
<td>36</td>
<td>5%</td>
<td>1.8</td>
<td>1.8</td>
<td>2</td>
</tr>
<tr>
<td>3/2 (1,255 &amp; 1,258,</td>
<td>12</td>
<td>5%</td>
<td>0.6</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>72</td>
<td>5%</td>
<td>3.6</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>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></td>
<td>68</td>
<td>5%</td>
<td>3.4</td>
<td>4</td>
<td>4</td>
</tr>
<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; 100)</td>
<td>36</td>
<td>5%</td>
<td>1.8</td>
<td>1.8</td>
<td>2</td>
</tr>
<tr>
<td>3/2 (1120 sqft &amp; 11)</td>
<td>4</td>
<td>5%</td>
<td>0.2</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>D</td>
<td>5</td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>E</td>
<td>68</td>
<td>5%</td>
<td>3.4</td>
<td>4.2</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]  
Printed Name: [Name]  
Firm Name (If applicable): [Firm Name]  
Date: [Date]
# Accessible Hearing/Visual Units Calculation

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

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

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

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

<table>
<thead>
<tr>
<th>Hearing/Visual</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required (Rounded)</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit Description</td>
<td>72</td>
<td>2%</td>
<td>1.44</td>
<td>2</td>
<td>3</td>
</tr>
<tr>
<td>1/1 (732 &amp; 736/sf)</td>
<td>24</td>
<td>2%</td>
<td>0.48</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>2/2 (1,070 &amp; 1,077)</td>
<td>36</td>
<td>2%</td>
<td>0.72</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>3/2 (1,255 &amp; 1,258)</td>
<td>12</td>
<td>2%</td>
<td>0.24</td>
<td>1</td>
<td>1</td>
</tr>
</tbody>
</table>

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

**EXAMPLE**

<table>
<thead>
<tr>
<th>Hearing/Visual</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required (Rounded)</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit Description</td>
<td>68</td>
<td>2%</td>
<td>1.36</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>1/1</td>
<td>28</td>
<td>2%</td>
<td>0.56</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>2/2</td>
<td>36</td>
<td>2%</td>
<td>0.72</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>3/3</td>
<td>4</td>
<td>2%</td>
<td>0.08</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>D</td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>E</td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Total</td>
<td>68</td>
<td>1.36</td>
<td>2</td>
<td>3</td>
<td>2</td>
</tr>
</tbody>
</table>

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

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

By: [Signature]

Date: 05/01/2020

Printed Name: DONALD E. SMITH, II

Firm Name (If applicable): NORTHWEST DESIGN ASSOC., 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, carpots, 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, carpots, 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, carpots, garages, etc.), the number of accessible parking spaces required will be the number indicated by ADA table 208.2, and the number of van accessible parking will be one for every six (6) of the accessible spaces required. These calculations must be made independently for each type of parking space.

When parking spaces are in more than one parking lot:

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

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


Accessible Parking for Facilities and Amenities

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

<table>
<thead>
<tr>
<th>Amenity: Identification of amenity, or amenities of a group, that the APS serves</th>
<th>APSs:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Office, etc.: Clubhouse/Leasing</td>
<td>1</td>
</tr>
<tr>
<td>Amenity 1: Trash Enclosure</td>
<td>1</td>
</tr>
<tr>
<td>Amenity 2: Pool/Deck</td>
<td>1</td>
</tr>
<tr>
<td>Amenity 3:</td>
<td></td>
</tr>
<tr>
<td>Amenity 4:</td>
<td></td>
</tr>
<tr>
<td>Amenity 5:</td>
<td></td>
</tr>
<tr>
<td>Total of Accessible Parking Spaces that Do Not Serve Dwelling Units:</td>
<td>3</td>
</tr>
</tbody>
</table>
# Accessible Parking for Residential Units

Enter the information indicated below.

| Total dwelling Units in the Development: | 72 |
| Total surface parking spaces (including non-residential): | 144 |
| Total carparks (including non-residential): | 16 |
| Total garages (including non-residential): | 8 |

| Total parking spaces of all types: | Calculated from above 168 |
| Total APSs that serve non-residential purposes (i.e. office, amenities, etc.): | Calculated on prior page 3 |
| Total of all types of parking spaces that serve dwelling units: | Calculated from above 165 |
| 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 95 |
| 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 9 |

## 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, carparks, etc., including both amenity spaces and dwelling unit spaces.

| Minimum number of surface parking spaces (include dwelling units and amenity spaces) that must be APSs: | 5 |
| Minimum number of carparks that must be APSs: | 1 |
| Number of garages that must be APSs: | 1 |

## 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 1 |
| Minimum number of carparks that must be van APSs: | Calculated from above 1 |
| Minimum number of garages that must be van APSs: | Calculated from above 1 |

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**

**Printed Name**

**Date:**

**Firm Name (if applicable)**
TAB 44
EXPERIENCE
CERTIFICATE
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 MF DL 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.
February 17, 2016

Mr. Enrique Flores, IV
C/o Henry Flores
8311 Rockwood Lane
Austin, Texas 78757

RE: REQUEST FOR EXPERIENCE CERTIFICATE UNDER 2016 UNIFORM MULTIFAMILY RULES

Dear Mr. Flores:

We have reviewed your request for an experience certificate, which is provided to individuals that meet the requirements of §10.204(6) of the Uniform Multifamily Rules. In order to meet the experience requirements an individual must establish that they have experience in the development and placement in service of at least 150 residential units. We find that the documentation you have provided is sufficient to establish this required experience. Additionally, you have certified to compliance with the requirements of §10.204(6)(B), including the following requirements:

(ii) Experience may not be established for a Person who at any time within the preceding three years has been involved with affordable housing in another state, in which the Person or Affiliate has been the subject of issued IRS Form 8823 citing non-compliance that has not been or is not being corrected with reasonable due diligence. ...

(iv) Notwithstanding the foregoing, no person may be used to establish such required experience if that Person or an Affiliate of that Person would not be eligible to be an Applicant themselves.

Should you choose to participate as a member of the Development Team or an individual providing experience for any Application submitted for funding, a Previous Participation Review (10 TAC §1.5) may be conducted prior to any award of funds. Additionally, should it be determined at any point in time that the information provided in your request for experience is fraudulent, knowingly falsified, intentionally or negligibly materially misrepresented, or omits relevant information, this certificate of experience is null and void and you may be subject to other sanctions under the Texas Department of Housing and Community Affairs’ rules and requirements.
If you have any questions or concerns regarding this certificate or the experience requirements, please contact Marni Holloway at marni.holloway@tdhca.state.tx.us.

Sincerely,

Marni Holloway
Director of Multifamily Finance
TAB 45
9% APPLICANT CREDIT LIMIT DOCUMENTATION AND CERTIFICATION
## Applicant Credit Limit Documentation and Certification (Competitive HTC Only)

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of Competitive Housing Tax Credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor (unless the Guarantor is also the General Contractor, and is not a Principal of the Applicant, Developer, or Affiliate of the Development Owner). All Applications must be identified herein to ensure that the Department is advised of all Applications, Applicants, Affiliates, Developers, General Partners or Guarantors involved to avoid any statutory violation of Texas Government Code, §2306.6711(b).

**Instructions:**

Complete Part I of this form. For each person or entity in Part I that answers "Yes" to Part I b., a Part II form must be submitted (i.e. if 4 persons/entities answer "Yes" to Part I b., then 4 separate Part II forms must be provided).

### Part I. Applicant Credit Limit Documentation

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
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</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>
<td></td>
</tr>
<tr>
<td>1. Avanti West, LP</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>2. Avanti West GP, LLC</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>3. Avanti West Development, LLC</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>4. H4 Development, Inc.</td>
<td>Yes</td>
<td>Submit Part II</td>
</tr>
<tr>
<td>5. The EGF IV 2019 Family Trust</td>
<td>Yes</td>
<td>Submit Part II</td>
</tr>
<tr>
<td>6. Madhouse Development, Inc.</td>
<td>Yes</td>
<td>Submit Part II</td>
</tr>
<tr>
<td>7. Enrique Flores, IV</td>
<td>Yes</td>
<td>Submit Part II</td>
</tr>
<tr>
<td>8. Enrique Flores</td>
<td>Yes</td>
<td>Submit Part II</td>
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<td>9.</td>
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<td>29.</td>
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<tr>
<td>30.</td>
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</tbody>
</table>

b. Person/entity has at least one other application in the current Application Round.

Individually, or as the General Partner(s) of officer(s) of the Applicant entity, I (we) certify that we are submitting behind this tab one signed Credit Limit Certification form for each person and/or entity that answered "Yes" to Part b. above.

By: [Signature of Applicant]  
Date: [2/24/2020]  
Its: Managing Member
Part 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
- [X] 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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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.

Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate.

By: [_.]  
Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)  
[_.]  
Printed Name  
[2/24/2020]  
Date
Part 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: The EGF IV 2019 Family Trust

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
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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate

By: [Signature] The EGF IV 2019 Family Trust
Printed Name: [Signature]
Date: 2/24/2020
Part 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: [Madhouse Development, Inc.]

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

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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: [Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)] [Madhouse Development, Inc.][Printed Name] [2/24/2020] [Date]
Part 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: Enrique Flores, IV

Which is:  
☐ the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
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By: Enrique Flores, IV
Printed Name
2/24/2020
Date
Part 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: Enrique Flores

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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate

By: Enrique Flores

Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate) 2/24/2020

Printed Name  Date
PART 6
COMMUNITY INPUT SCORING
| **TAB 46** |
| **COMMUNITY INPUT** |
| **SCORING ITEMS** |
### Community Input Scoring Items

**TDHCA#: 20179**  
**Self Score Total: 137**

#### 1. Local Government Support - §11.9(d)(1)  
Only check the box if support documents are included in the Application.

- X Resolution(s) of either "no objection" or "support" is included behind this tab.**  
  - **Notes:**  
    - Points Requested: 17
    - Name of Local Government Body: City of Edinburg
    - Name of Local Government Body (if applicable)

**Note that resolutions are due February 28, 2020.

#### 2. Quantifiable Community Participation - §11.9(d)(4)

- X Application expects to receive QCP points.
- **Notes:**  
  - Points Requested: 4
  - **Note that QCP Packets are due February 28, 2020 and MAY NOT be submitted by the Applicant. Packets MUST be received from Neighborhood Organization!**

#### 3. Input from State Representative - §11.9(d)(5)

- X Letter of either support, neutrality, or opposition is included behind this tab.**  
  - **Notes:**  
    - Points Requested: 8
    - OR Letter stating that no letter expressing support, neutrality, or opposition will be provided is included behind this tab.**
    - No letter from a State Representative is included behind this tab.

**Note that if there is no Representative, both items will be scored as neutral. Letters are due February 28, 2020.

#### 4. Input from Community Organizations - §11.9(d)(6)

- X Applicant has included one or more letters of support or opposition behind this tab.  
  - **Notes:**  
    - Points Requested: 4

**A. Affordable Homes of South Texas, Inc.**

- Name of Community Organization: Affordable Homes of South Texas, Inc.
- Contact Name: Robert A. Calvillo
- X Support
- Opposition

**B. Communities in Schools of Hidalgo County**

- Name of Community Organization: Communities in Schools of Hidalgo County
- Contact Name: David Gus Kennedy
- X Support
- Opposition

**C. Habitat for Humanity of the Rio Grande Valley**

- Name of Community Organization: Habitat for Humanity of the Rio Grande Valley
- Contact Name: Febe Zepeda
- X Support
- Opposition

**D. Sunny Glen Children’s Home**

- Name of Community Organization: Sunny Glen Children’s Home
- Contact Name: Chase Palmer
- X Support
- Opposition

**E.**

- Name of Community Organization
- Contact Name

**F.**

- Name of Community Organization
- Contact Name
LOCAL GOVERNMENT SUPPORT
RESOLUTION NO. 2404

THE STATE OF TEXAS § RESOLUTION OF SUPPORT AND COMMITMENT OF
COUNTY OF HIDALGO § DEVELOPMENT FUNDING TO THE TEXAS
CITY OF EDINBURG § DEPARTMENT OF HOUSING AND COMMUNITY
AFFAIRS FOR AFFORDABLE HOUSING 2020
COMPETITIVE 9% HOUSING TAX CREDITS FOR
THE DEVELOPMENT OF AVANTI WEST, TO BE
LOCATED IN THE NEAR THE NWC OF W. ALBERTA
ROAD AND SOUTH MCCOLL ROAD, AS
REQUESTED BY AVANTI WEST, LP.

WHEREAS, Avanti West (the “Applicant”) is proposing to develop Avanti West (the
“Housing”), an affordable rental housing community to be located near the Northwest Corner of
Alberta Road and South McColl Road, Edinburg, Hidalgo County, Texas 78539 (the
“Development Site”).

WHEREAS, the Applicant intends to submit an application to the Texas Department of
Housing and Community Affairs (TDHCA) for an allocation of 2020 Competitive 9% Housing
Tax Credits (“HTCs”) for the construction and development of the Housing;

WHEREAS, pursuant to §11.9(d)(1) of TDHCA’s 2020 Qualified Allocation
Plan (the “QAP”) and in accordance with the Texas Government Code §2306.6710(b)(1)(B), an
application may qualify for points for a Resolution of Support and pursuant to §11.9(d)(2) of the
QAP and in accordance with the Texas Government Code §2306.6725(a)(5), an application may
also qualify for points for a diminimus funding participation from the municipality in which the
proposed development site is located; and,

WHEREAS, the Applicant has requested from the City Council of the City of Edinburg
(i) support for the development of the Housing and for Applicant’s application to TDHCA and
(ii) a commitment of required development funding assistance.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF EDINBURG, that:

1. The City Council of the City of Edinburg hereby confirms its support for the Avanti West
development for affordable rental housing, at its proposed location in the Northwest
Corner of Alberta Road and South McColl Road, Edinburg, Hidalgo County, Texas 78539,
and additionally supports the Applicant’s application #20179 by the Applicant with
TDHCA and that this formal action has been taken to put on record the opinions
expressed by the City of Edinburg on this date.

2. The City Council of the City of Edinburg hereby approves the provision of a grant, fee
waiver or development related services equal in value to $500. The funding assistance
provided by the City of Edinburg pursuant to this Resolution is intended to comply with
all requirements of §11.9(d)(2) of the QAP.
3. Notwithstanding anything herein to the contrary, the Commitment of Development Funding by the City of Edinburg set forth in this Resolution shall be contingent on: (i) the Applicant securing HTCs from TDHCA in an amount sufficient to develop the Housing, (ii) development plan approvals (including any required zoning) by the City of Edinburg in connection with developing the Housing, and (iii) finalizing commitment of development funding pursuant to the terms committed to by the City of Edinburg pursuant to this Resolution.

4. The City of Edinburg is not a related party to the Applicant, and any funding assistance committed by the City of Edinburg to the development of the Housing pursuant to this Resolution will not have been provided to the City of Edinburg by the Applicant or any related party to the Applicant.

5. For and on behalf of the City Council, Richard M. Molina, Mayor, is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.04, on the 18th day of February, 2020.

CITY OF EDINBURG

By: Richard M. Molina, Mayor

ATTEST:
By: Joe Rios, City Secretary

APPROVE AS TO FORM:
Omar Ochoa Law Firm, P.C.

By: City Attorney
COMMUNITY SUPPORT FROM STATE REPRESENTATIVE
February 20, 2020

Texas Department of Housing and Community Affairs
Multifamily Finance Division
Attention: Sharon Gamble
221 East 11th Street
Austin, Texas 78701

Re: Avanti West (TDHCA #20179) to be located at +/- 6.0 acres near the NWC of W. Alberta Road and S. McColl Road, Edinburg, Hidalgo County, Texas 78539

Dear Ms. Gamble:

I would like to express my support for the application for housing tax credits concerning the proposed Avanti West family community. This project is located in my district at +/- 6.0 acres near the NWC of W. Alberta Road and S. McColl Road, Edinburg, Hidalgo County, Texas 78539.

My constituents in House District 41 deserve to have more affordable housing options. This development would greatly benefit the community by providing quality affordable housing to those living on low to moderate incomes. The development is designed to address the needs of our growing community, especially those who have financial obstacles. The Avanti West community will give families the opportunity to reside in decent, safe, and affordable housing.

Citizens of Edinburg deserve the opportunity to live in a safe and comfortable environment, and Avanti West will provide this opportunity for up to 72 households in the Edinburg area. For these reasons, I support the Avanti West application for tax credits.

If I can be of further assistance, please do not hesitate to contact my office.

Sincerely,

Representative R.D. “Bobby” Guerra
House District 41
INPUT FROM COMMUNITY ORGANIZATIONS
January 28, 2020

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

Attention: Sharon Gamble – Multifamily Division

RE: Avanti West (TDHCA #20179)
+/- 6.0 acres near the NWC of W. Alberta Rd and S. McColl Rd,
Edinburg, Hidalgo County, Texas 78504

Dear Ms. Gamble,

I am writing to support the Avanti West (TDHCA #20179) application for Tax Credits through the Texas Department of Housing and Community Affairs. The proposed family development will be a multi-family community in the City of Edinburg located in Hidalgo County.

As the largest Community Development organization serving Hidalgo County, Affordable Homes of South Texas is very aware of the rapid growth in the Rio Grande Valley and especially in the Edinburg area. As a result, there is a great need for quality affordable housing in good neighborhoods that is affordable to families. This need will be met by the development of Avanti West. I look forward to seeing the development of this project to create additional housing in our community.

Thank you for your consideration of the application and I urge you to award housing tax credits to the Avanti West development.

Sincerely,

[Signature]
Robert A. Calvillo
Executive Director
Dear Sir or Madam:

By our determination dated November, 1976, you were held to be exempt from Federal Income Tax under the provisions of section 501(c)(3) of the Internal Revenue Code.

You recently furnished us information that Community Development Corporation of South Texas, EIN 31-1794915 merged with McAllen Affordable Homes, Inc, EIN 74-1883434 on January 1, 2008. In addition, you have changed your name to Affordable Homes of South Texas, Inc. Based on the information submitted, we have determined that the merger does not affect your exempt status. The organization will continue using Employer Identification Number 74-1883434.

Please let us know about any further changes in your character, purposes, method of operation, name or address.

If you have any questions regarding this matter, please contact the person whose name and telephone number appear in the heading of this letter.

Sincerely,

Robert Choi
Director, Exempt Organizations
Rulings and Agreements
Affordable Homes Of South Texas Inc.
EIN: 31-1794915 | Mcallen, TX, United States

Publication 78 Data

Organizations eligible to receive tax-deductible charitable contributions. Users may rely on this list in determining deductibility of their contributions.

On Publication 78 Data List: Yes

Deductibility Code: PC
Exemption Verification Letter

Texas Comptroller of Public Accounts
Austin, TX 78774

January 20, 2020

AFFORDABLE HOMES OF SOUTH TEXAS, INC.
1420 ERIE AVE
MCALLEN, TX 78501-5220

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 06-28-1976
- 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: 17418834341

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.
Franchise Tax Account Status  
As of: 01/20/2020 20:28:56

This page is valid for most business transactions but is not sufficient for filings with the Secretary of State

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FY 2019 ANNUAL REPORT

We are pleased to announce we have been recognized with the Select Builder Award as part of the 2019 Annual Builder Achievement Awards Program through 2-10 Home Buyers Warranty (2-10 HBW). In addition to providing insurance-backed structural warranties, 2-10 HBW acknowledges outstanding performance in the home building industry. Every year they select builders who demonstrate skilled craftsmanship and construct inspired homes, while improving the quality of housing. The Select Builder Award recognizes skillful builders who value the importance of developing relationships with their home buyers. We strive to make the home buying experience a personal one and are highly motivated to provide customer satisfaction.

HOMEOWNERSHIP

New Home Construction & Financing

Our homeownership program is primarily for households earning 80% of the area median income. We operate as a mortgage lender and general contractor to build homes in our subdivisions, scattered lots, or even on your own lot. All of our homes are built Energy Star Certified and Green Built RGV certified.

Do you earn more than 80% of the area median income? Contact us to see if we have special financing for your income range.
YOUR JOURNEY TO HOMEOWNERSHIP STARTS HERE.

Homebuyer Readiness Program

One-on-One Mortgage Counseling and Group Education

Our Homebuyer Readiness Program focuses on households that are not quite mortgage ready. Trained housing counselors work one-on-one with households to achieve the dream of homeownership. Learn more about our program and how it can benefit you!

More info

Home Improvement Program

Rehab and Replacement

Eligible households that live in substandard living conditions are able to improve their homes through a rehab program or home replacement program. Some funding is limited to McAllen and Pharr only. The Rehab Loan is available in all of AHSTI service areas. Learn more about this much needed service.

More info

CONTACT AFFORDABLE HOMES OF SOUTH TEXAS
YOUR JOURNEY TO HOMEOWNERSHIP STARTS HERE.

SUBDIVISIONS

Hidalgo, Cameron, and Starr Counties

We may also be able to build on your own lot!

Crockett Estates
Tierra Encantada

ALAMO

Donna Meadows

DONNA

Trenton Estates
YOUR JOURNEY TO HOMEOWNERSHIP STARTS HERE.

Coming Soon! CROWN HAVEN

MERCEDES

Saddle Creek
Trinity Oaks

MCALLEN

Scattered Sites (Call us for list of available lots)

PHARR
YOUR JOURNEY TO HOMEOWNERSHIP STARTS HERE.

Lakewood Estates
Las Vistas

SAN JUAN

Broadway Place (1 lot left!)

SAN BENITO

Northcross
Westgate Crossing

WESLACO
Any person with concerns regarding the organization's practices and/or the conduct of its employees may report their concerns on a confidential and anonymous basis by either emailing concerns@ahsti.org or by calling the Hotline 956-322-3330.
FY2019 ANNUAL REPORT

HOMES. COMMUNITY. HOPE.

AFFORDABLE HOMES OF SOUTH TEXAS, INC.
FY 2019: Trend is positive

For the third consecutive year, fiscal year 2019 saw an increase in homes completed and more people engaged with our HUD counseling program.

2019 also saw AHSTI selling out in Saddle Creek and Trinity Oaks Subdivisions in McAllen leaving AHSTI to focus on locating and developing more property in McAllen for 2020 and beyond.

AHSTI’s Emergency Repair Grant Program continued to be a much needed resource for many homeowners needing to make emergency home repairs, especially after heavy rains and flooding.

FY 2019 also saw the official launch of our Crown Haven Subdivision in Mercedes which features our Accent Series, new home design for AHSTI.

As AHSTI expands to other markets, maintaining affordability for the customer remains at the forefront of our minds.
Prepare

AHSTI is a HUD approved counseling agency. All of AHSTI’s pre-purchase counselors are HUD Certified.

Each counselor works with their client to help them achieve their dream of buying a home.

In FY 2019, 46% of AHSTI’s loan approvals were customers that worked with one of our counselors to become mortgage ready.

2,383 Profiles Created

490 Group Education participants

373 Pre-Purchase Counseling customers

3.3 Avg Household Size

$4k Avg. amount of subsidy provided

136 Homeowners Created*

*Includes customers that used AHSTI to facilitate their home purchase through other lenders.
Buy

For FY 2019, AHSTI increased the number of homes completed and loans originated. This marks the third consecutive year that AHSTI has shown an upward trend.

113 homes completed

$7.9m Loans Originated

$9.2m Contribution to local tax base

$57.3m Loan Portfolio

226 Jobs Created

$3m Property Taxes paid on behalf of homeowners
AHSTI’s programs also include home rehab and replacement programs. These programs help homeowners repair their homes or replace the home completely if needed.

In FY 2019, 9 households were assisted through these various programs.

AHSTI’s Emergency Repair Grant Assistance Program

This $300 grant is offered to eligible homeowners to help make a quick emergency repair.

$67,805 provided in Emergency Repair grants in FY 2019
THANK YOU!

Thank you to all of our customers for choosing us to help make your dream of owning a home come true!

FY 19 Board of Directors

Brian Disque, President
Humberto Rodriguez, Vice-President
Randy McLelland, Treasurer
Julian Lopez, Jr., Secretary
Elias Lozano
Fernando Dominguez
Joe A. Califa
Jose F. Torres
Lorena Castillo
Mario De Leon
Orlando Hinojosa

Affordable Homes of South Texas, Inc.
NMLS# 346848
500 S. 15th St. McAllen, TX 78501
PH: 956.687.6263 www.ahsti.org
February 4, 2020

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

Attention: Sharon Gamble – Multifamily Division

RE: Avanti West (TDHCA #20179)
+/- 6.0 acres near the NWC of W. Alberta Rd and S. McColl Rd,
Edinburg, Hidalgo County, Texas 78504

Dear Ms. Gamble,

I am pleased to offer my support to Avanti West (TDHCA #20179) in its efforts to acquire Housing Tax Credits through the Texas Department of Housing and Community Affairs. This family development will serve families residing in the City of Edinburg within Hidalgo County. Communities in School of Hidalgo County partners with a variety of community agencies to provide qualitative student services.

As a tax-exempt, non-profit organization that serves the entire Hidalgo County area, this family development will not only increase the availability of quality affordable housing to the extended student families of Communities in Schools of Hidalgo County, but also to the entire community.

We highly encourage you to award housing tax credits to the Avanti West development.

Sincerely,

David Gus Kennedy
Executive Director
Communities in Schools of Hidalgo County
INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
1100 COMMERCE STREET
DALLAS, TX  75242-0000

Date: AUG 14 1995

COMMUNITIES IN SCHOOLS OF HIDALGO COUNTY, INC.
200 SOUTH 10TH, SUITE 402
MCALLEN, TX  78501-4850

Employer Identification Number:
74-2540616
Case Number:
754180026
Contact Person:
ANNETTE SMITH
Contact Telephone Number:
(214) 767-6023
Our Letter Dated:
August 1, 1989
Addendum Applies:
N/A

Dear Applicant:

This modifies our letter of the above date in which we stated that you would be treated as an organization that is not a private foundation until the expiration of your advance ruling period.

Your exempt status under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3) is still in effect. Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Code because you are an organization of the type described in section 509(a)(1) and 170(b)(1)(A)(vi).

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(1) organization.

If we have indicated in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,

[Signature]

Bobby E. Scott
District Director

[Stamp: RECEIVED]

David 'Gus' Kennedy
Executive Director
3700 N. 10th Street, Suite 270 • McAllen, Texas 78501
Office (956) 630-0016 • Fax (956) 630-0019

Letter 1050 (DO/C)
Publication 78 Data

Organizations eligible to receive tax-deductible charitable contributions. Users may rely on this list in determining deductibility of their contributions.

On Publication 78 Data List: Yes

Deductibility Code: PC

Copies of Returns (990, 990-EZ, 990-PF, 990-T)

Electronic copies (images) of Forms 990, 990-EZ, 990-PF or 990-T returns filed with the IRS by charities and non-profits.

Tax Year 2017 Form 990
<table>
<thead>
<tr>
<th>Our Agency</th>
<th>Know Your Rights</th>
<th>Resolve an Issue</th>
<th>Other Languages</th>
<th>Related Sites</th>
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<tbody>
<tr>
<td>About IRS</td>
<td>Taxpayer Bill of Rights</td>
<td>Respond to a Notice</td>
<td>Español</td>
<td>U.S. Treasury</td>
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<tr>
<td>Work at IRS</td>
<td>Taxpayer Advocate Service</td>
<td>Office of Appeals</td>
<td>中文</td>
<td>Treasury Inspector General for Tax Administration</td>
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<tr>
<td>Help</td>
<td>Accessibility</td>
<td>Identity Theft Protection</td>
<td>한국어</td>
<td>USA.gov</td>
</tr>
<tr>
<td>Contact Your Local Office</td>
<td>Civil Rights</td>
<td>Report Phishing</td>
<td>Русский</td>
<td></td>
</tr>
<tr>
<td>Tax Stats, Facts &amp; Figures</td>
<td>Freedom of Information Act</td>
<td>Tax Fraud &amp; Abuse</td>
<td>Tiếng Việt</td>
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<tr>
<td></td>
<td>No Fear Act</td>
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</tr>
<tr>
<td></td>
<td>Privacy Policy</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Exemption Verification Letter

Texas Comptroller of Public Accounts
Austin, TX 78774

January 20, 2020

COMMUNITIES IN SCHOOLS OF HIDALGO CO., INC.
3700 N 10TH ST STE 270
MCALEN, TX 78501-1774

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 05-15-1989
Sales and use tax, as of 06-08-1990

(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: 17425406166

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.
## Franchise Tax Account Status

As of: 01/20/2020 20:26:28

This page is valid for most business transactions but is not sufficient for filings with the Secretary of State

<p>| | |</p>
<table>
<thead>
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<tr>
<td><strong>COMMUNITIES IN SCHOOLS OF HIDALGO CO., INC.</strong></td>
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<tr>
<td>Texas Taxpayer Number</td>
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</tr>
<tr>
<td>Mailing Address</td>
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</tr>
<tr>
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<tr>
<td>State of Formation</td>
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</tr>
<tr>
<td>Effective SOS Registration Date</td>
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</tr>
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<td>Texas SOS File Number</td>
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</tr>
<tr>
<td>Registered Agent Name</td>
<td>DAVID I KENNEDY</td>
</tr>
<tr>
<td>Registered Office Street Address</td>
<td>3700 N. 10TH SUITE 270 MCALLEN, TX 78501</td>
</tr>
</tbody>
</table>
COMMUNITIES IN SCHOOLS OF HIDALGO COUNTY

"The mission of CIS is to surround students with a community of support, empowering them to stay in school and achieve in life."

WELCOME TO CIS OF HIDALGO COUNTY

"The mission of CIS is to surround students with a community of support, empowering them to stay in school and achieve in life."

Communities In Schools Hidalgo County
DONATE

Your gift to Communities In Schools can transform the life of a child in need. When supported by our work and programs, 99% of our most at-risk students stay in school, but many more need help.

AWARENESS

Raising awareness through word of mouth, ceremonies, fun-a- thons, etc. Raising awareness is crucial to the organization; it will involve volunteer effort, coordination, and community outreach.
ADVOCATE

Raise your voice on behalf of millions of children in danger of dropping out of school. Join our Advocacy Network and ask your legislators to support evidence-based solutions to end the dropout crisis.

Who we are?
An Organization You Can Trust

Communities In Schools is a national dropout prevention program that assists students improve their grades, attendance, and behavior. CIS of Hidalgo has been in existence since 1989 and has partnered with a variety of community agencies to provide qualitative student services.

CISH currently serves the following districts: Edinburg CISD • La Joya ISD • McAllen ISD • Mission ISD • IDEA Academy
Contact us:
Address: 3700 N. 10th St. Ste. 270
McAllen, Tx 78501
Email: cishidalgo@hotmail.com
Phone: (956) 630-0016

ADMINISTRATION

Gus Kennedy
Executive Director

NATIONAL OFFICE

Home: Communities In Schools
January 24, 2020

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

Attention: Sharon Gamble – Multifamily Division

RE: Avanti West (TDHCA #20179)  
+/- 6.0 acres near the NWC of W. Alberta Rd and S. McColl Rd,  
Edinburg, Hidalgo County, Texas 78504

Dear Ms. Gamble,

Habitat for Humanity of the Rio Grande Valley would like to express our support for Housing Tax Credits for Avanti West (TDHCA #20179), a multifamily housing community for families proposed in the city of Edinburg located in Hidalgo County. Our organization is a tax-exempt non-profit organization that provides services to the entire Hidalgo County area.

It is our mission to bring people together to build homes, communities and hope. Through the creation of Avanti West, this development would address the need to provide quality, affordable housing to serve our community.

Again, we are very pleased to lend our support to the Avanti West tax credit application. If you need additional information, please feel free to call me at (956) 686-7455.

Sincerely,

Febe Zepeda  
Interim Executive Director
RIO GRANDE HABITAT FOR HUMANITY
PO BOX 4318
MCALLEN TX 78502-4318

Employer ID Number: 74-2504676
Form 990 required: Yes

Dear Rio Grande Habitat For Humanit:

This is in response to your request dated Aug. 07, 2017, regarding your tax-exempt status.

We issued you a determination letter in January, 1987, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

Our records also indicate you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(vi).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If a return is required, you must file Form 990, 990-EZ, 990-N, or 990-PF by the 15th day of the fifth month after the end of your annual accounting period. IRC Section 6033(j) provides that, if you don't file a required annual information return or notice for three consecutive years, your exempt status will be automatically revoked on the filing due date of the third required return or notice.

For tax forms, instructions, and publications, visit www.irs.gov or call 1-800-TAX-FORM (1-800-829-3676).

If you have questions, call 1-877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific Time).
RIO GRANDE HABITAT FOR HUMANITY
PO BOX 4318
MCALLLEN TX 78502-4318

Sincerely yours,

[Signature]

Teri M. Johnson
Operations Manager, AM Ops. 3
Publication 78 Data

Organizations eligible to receive tax-deductible charitable contributions. Users may rely on this list in determining deductibility of their contributions.

On Publication 78 Data List: Yes

Deductibility Code: PC

Copies of Returns (990, 990-EZ, 990-PF, 990-T)

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Tax Year 2017 Form 990

Tax Year 2016 Form 990
Exemption Verification Letter

Texas Comptroller of Public Accounts
Austin, TX 78774

January 20, 2020

RIO GRANDE HABITAT FOR HUMANITY, INC.
PO BOX 4318
MCALLEN, TX 78502-4318

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 05-19-1988
- Sales and use tax, as of 12-16-1988
  (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: 17425046764

This exemption verification is not a substitute for the completed exemption certificates that are required when claiming exemption from Texas taxes. Vendors should be familiar with the requirements for accepting the certificates in good faith from their customers.

This exemption verification does not mean that the organization holds a permit for collecting or remitting any Texas taxes.

Exempt organizations must collect tax on most sales. For more information, please see our publication Exempt Organizations: Sales and Purchases (96-122). Online registration is available.

For information concerning sales taxpayer permit status, please use the vendor search we provide online.

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Our publications and other helpful information are available on our website. If you need more information, write to us at exempt.orgs@cpa.texas.gov, or call us at 800-252-5555.
Franchise Tax Account Status
As of : 01/20/2020 20:42:24

This page is valid for most business transactions but is not sufficient for filings with the Secretary of State

<table>
<thead>
<tr>
<th>RIO GRANDE HABITAT FOR HUMANITY, INC.</th>
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<tr>
<td>Texas Taxpayer Number</td>
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</tr>
<tr>
<td>Registered Agent Name</td>
</tr>
<tr>
<td>Registered Office Street Address</td>
</tr>
</tbody>
</table>
Since 1988, Habitat for Humanity of the Rio Grande Valley has been dedicated to the ideal that all people deserve to own a home that is both comfortable and affordable. Working in partnership with God, Habitat changes lives by enabling people who live in substandard housing to become responsible homeowners. Habitat is responsible for the construction of over 100 houses throughout the Valley. Habitat offers a "hand up" and not a "hand out" to low-income families from the four county region. Family partners must be hard working, low income residents that may not be able to qualify for a traditional mortgage.

Mission Vision

A world where everyone has a decent place to live.

Mission Statement

Habitat for Humanity builds strength, stability, and self-reliance through shelter.

Non-proselytizing policy

Habitat for Humanity and its affiliate organizations will not proselytize. Nor will Habitat work with entities or individuals who insist on proselytizing as part of their work with Habitat. This means that Habitat will not offer assistance on the expressed or implied condition that people must adhere to or convert to a particular faith or listen and respond to messaging designed to induce conversion to a particular faith.
New Store Hours
Tuesday - Saturday
9 AM to 6PM
As of Monday, July 29, 2019 the
Habitat for Humanity ReStore will
be closed Mondays

RESTORE
MCALLEN

412 W. Ash Avenue -
McAllen, Texas 78501

RESTORE
HARLINGEN

507 N. 1st Street - Harlingen,
Texas 78550
Aging In Place

About 1 In 4 Seniors Living In The Rio Grande Valley Are Unable To Afford Home Modifications To Aid Independent Living.

Habitat for Humanity of the Rio Grande Valley partners with the community to make home modifications for seniors living in poverty.

Without the ability to reduce physical barriers, many seniors must relocate to care facilities in their later stages of life. By providing ramps, rails, doorway extensions, and bathroom modifications, we help this community maintain the dignity of home ownership.

Since 2016, we have complete over 90 projects thanks to our partnership with MHP Salud and the Valley Baptist Legacy Foundation.

CLICK HERE TO HELP!

Each project averages around $1,000, but every dollar helps!!!

A one-time donation of $15 equals 1 square foot for someone’s new wheelchair ramp.

A $50 monthly donation will build one ramp a year for an elderly person.

For $600 you can make sure three families have air conditioning during the hot summer months.
Now in existence for 30 years, Habitat for Humanity of the Rio Grande Valley continues to expand its programs and offerings to the community. We hope you will be able to take part in one or more of the many exciting events we are offering this year and experience firsthand the pride we take in bringing people together to build homes, communities and hope.

It is our mission to bring people together to build homes, communities and hope. We believe everyone deserves to live in a decent home. Together we can make a difference in our community for a better tomorrow. In order to meet our mission and provide services in our community, we rely on the generosity of individuals and businesses for support. Without the
assistance of the community-minded individuals just like you, we wouldn't be able to serve those in need in our community each year.

If you are looking to purchase a home and willing to relocate to the Cities of Harlingen, San Benito or Primera Texas. The Housing Ownership Program of Habitat for Humanity of the Rio Grande Valley is looking for families that meet our requirements for the construction of a new home.

<table>
<thead>
<tr>
<th>FAMILY SIZE/TAMAÑO DE FAMILIA</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
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<tr>
<td>INCOME MINIMUM/MINIMO DE INGRESOS</td>
<td>$12,490</td>
<td>$10,910</td>
<td>$12,330</td>
<td>$25,750</td>
<td>$30,170</td>
<td>$34,050</td>
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<td>INCOME LIMIT/ LIMITE DE INGRESOS</td>
<td>$32,900</td>
<td>$37,600</td>
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<td>$50,750</td>
<td>$54,150</td>
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<td>$62,000</td>
</tr>
</tbody>
</table>

APPLICANTS NEED TO PROVE THEY EARN SUFFICIENT INCOME TO BE ABLE TO PAY FOR THE HOME. THEY MUST FALL ON OR BETWEEN THE EXPRESSED LIMITS. IF YOU EARN BELOW THE MINIMUM OR ABOVE THE CAP, WE WOULD NOT BE ABLE TO PARTNER. INCLUDE TO YOUR INCOME ANYONE IN THE HOUSEHOLD WHO IS 16 AND OLDER (SIBLING, COUSIN, UNCLE, FRIEND, ETC.) AND IS EARNING MONEY (WORKING, SSI, CHILD SUPPORT, DISABILITY, ETC.)

**Cuestionario de Preselección**

Pre-Screening Questionnaire

How does it work?

Rio Grande Habitat for Humanity uses volunteer labor and donations to build simple, safe and decent houses. Habitat looks for partner families/individuals who meet our guidelines to partner with for the construction of a house. Once the home is completed, it is sold to the chosen family/individual at a term of 20-30 years with affordable payment amounts based on their income. The homeowners’ monthly mortgage payments go back into the fund for Humanity which is used to build more houses.

We do NOT help with home remodeling or demolition.

How to apply: To begin the application process, please complete this screening questionnaire (included in this package) and return it to our office along with the following documents:

- Current Driver’s License or Texas I.D (for applicant and co-applicant)
- Money order to run credit report. $29.85 for individuals, $52.14 for couples or if there’s a co-borrower (cannot be cash)
- Bank Statements (past 3 months for Checking accts and 6 months for savings accounts)

"*Please bring all required documents to any of our two Restores for the application to be evaluated.*"

412 W Ash Ave McAllen TX 78501 or 502 N 1st Harlingen TX 78550
New Construction Program

This Program Is For Low-Income Homebuyers Living In The Rio Grande Valley. Please See The Program Guidelines For More Information On The Qualifications. Here Are A Few Examples Of The Homes We Build.

3 Bedrooms And 2 Bathrooms With A Carport. 1400 Sq. Ft.
Rio Grande Habitat for Humanity, Inc is a 501(c)3 nonprofit. EIN 74-2504676

Powered by Squarespace.
1-27-20

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

Attention: Sharon Gamble – Multifamily Division

RE: Avanti West (TDHCA #20179)
   +/- 6.0 acres near the NWC of W. Alberta Rd and S. McColl Rd,
   Edinburg, Hidalgo County, Texas 78504

Dear Ms. Gamble,

Sunny Glen Children’s Home would like to express our support for the award of housing tax credits to the Avanti West (TDHCA #20179), a multi-family housing community for families in City of Edinburg located in Hidalgo County. We are a local non-profit that provides supportive services to children and families who reside in the Hidalgo county area.

There is a tremendous need for affordable housing for families residing within our county. Avanti West will provide quality, affordable housing to address this ongoing need for families within the City of Edinburg.

Again, we are very pleased to lend our support to the Avanti West tax credit application. If you need additional information, please contact me at (956)399-5356.

Sincerely,

Chase Palmer
Executive Director
Accounting Period Ending: December 31

Gentlemen:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code.

We have further determined you are not a private foundation within the meaning of section 509(a) of the Code, because you are an organization described in section 509(a)(2).

You are not liable for social security (FICA) taxes unless you file a waiver of exemption certificate as provided in the Federal Insurance Contributions Act.

You are not liable for the taxes imposed under the Federal Unemployment Tax Act (FUTA).

Since you are not a private foundation, you are not subject to the excise taxes under Chapter 42 of the Code. However, you are not automatically exempt from other Federal excise taxes.

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes under sections 2055, 2106, and 2522 of the Code.

If your purposes, character, or method of operation is changed, you must let us know so we can consider the effect of the change on your exempt status. Also, you must inform us of all changes in your name or address.

If your gross receipts each year are normally more than $5,000, you are required to file Form 990, Return of Organization Exempt from Income Tax, by the 15th day of the fifth month after the end of your annual accounting period. The law imposes a penalty of $10 a day, up to a maximum of $5,000, for failure to file a return on time.
Sunny Glen Children's Home

You are not required to file Federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

This letter affirms our determination letter of March 27, 1964. Please keep this determination letter in your permanent records.

Sincerely,

Richard J. Steckem, Jr.
District Director
Publication 78 Data

Organizations eligible to receive tax-deductible charitable contributions. Users may rely on this list in determining deductibility of their contributions.

On Publication 78 Data List: Yes

Deductibility Code: PC

Copies of Returns (990, 990-EZ, 990-PF, 990-T)

Electronic copies (images) of Forms 990, 990-EZ, 990-PF or 990-T returns filed with the IRS by charities and non-profits.

Tax Year 2018 Form 990

Tax Year 2017 Form 990
<table>
<thead>
<tr>
<th>Our Agency</th>
<th>Know Your Rights</th>
<th>Resolve an Issue</th>
<th>Other Languages</th>
<th>Related Sites</th>
</tr>
</thead>
<tbody>
<tr>
<td>About IRS</td>
<td>Taxpayer Bill of Rights</td>
<td>Respond to a Notice</td>
<td>Español</td>
<td>U.S. Treasury</td>
</tr>
<tr>
<td>Work at IRS</td>
<td>Taxpayer Advocate Service</td>
<td>Office of Appeals</td>
<td>中文</td>
<td>Treasury Inspector General</td>
</tr>
<tr>
<td>Help</td>
<td>Accessibility</td>
<td>Identity Theft Protection</td>
<td>한국어</td>
<td>for Tax Administration</td>
</tr>
<tr>
<td>Contact Your Local Office</td>
<td>Civil Rights</td>
<td>Report Phishing</td>
<td>Русский</td>
<td></td>
</tr>
<tr>
<td>Tax Stats, Facts &amp; Figures</td>
<td>Freedom of Information Act</td>
<td>Tax Fraud &amp; Abuse</td>
<td>Tiếng Việt</td>
<td>USA.gov</td>
</tr>
<tr>
<td></td>
<td>No Fear Act</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Privacy Policy</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Exemption Verification Letter

Texas Comptroller of Public Accounts
Austin, TX 78774

January 28, 2020

SUNNY GLEN CHILDREN'S HOME
PO BOX 1373
SAN BENITO, TX 78586-1373

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)
- State portion of hotel occupancy tax, charitable as of 06-04-1971
  (provide Texas hotel occupancy tax exemption certificate Form 12-302 to vendor)

Texas taxpayer identification number: 17412607065

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.
Franchise Tax Account Status
As of: 01/28/2020 16:31:16

This page is valid for most business transactions but is not sufficient for filings with the Secretary of State

<table>
<thead>
<tr>
<th>SUNNY GLEN CHILDREN'S HOME</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Texas Taxpayer Number</strong></td>
</tr>
<tr>
<td><strong>Mailing Address</strong></td>
</tr>
<tr>
<td><strong>Right to Transact Business in Texas</strong></td>
</tr>
<tr>
<td><strong>State of Formation</strong></td>
</tr>
<tr>
<td><strong>Effective SOS Registration Date</strong></td>
</tr>
<tr>
<td><strong>Texas SOS File Number</strong></td>
</tr>
<tr>
<td><strong>Registered Agent Name</strong></td>
</tr>
<tr>
<td><strong>Registered Office Street Address</strong></td>
</tr>
</tbody>
</table>
(956) 399-5356

M-F | 8:00am–4:30pm

2385 W. Expressway 83
San Benito, TX 78586
Refuge & Hope
We seek to serve children and families who are hurting by inspiring hope for a better future and rebuilding trusting relationships that have been lost along the way.

Join us on our mission to positively impact the lives of children and families. This mission is challenging but with your help, we will make a difference, one child at a time.

Become a partner

You can make a difference today!
Sunny Glen Children’s Home is here to provide a home for abused and neglected children. We seek to meet the physical, emotional, and most importantly spiritual needs of our children and to provide a safe place of refuge from the difficult and sometimes traumatic world.

DONATE

(956) 399-5356
M-F | 8:00am–4:30pm
2385 W. Expressway 83
San Benito, TX 78586

SUNNY GLEN 2018 © ALL RIGHTS RESERVED.
“When you connect to the heart of a child, everything is possible.”

- Dr. Karyn Purvis

**Trust-Based Relational Intervention®**

In February of 2018 we began exclusively utilizing a trauma informed care program developed at the Karyn Purvis Institute of Child Development at Texas Christian University called Trust-Based Relational Intervention® (TBRI). TBRI® is an attachment-based, trauma-informed intervention that is designed to meet the complex needs of vulnerable children. TBRI® uses Empowering Principles to address physical needs, Connecting Principles for attachment needs, and Correcting Principles to disarm fear-based behaviors.

All of our employees receive TBRI® training as a component of their new-hire orientation as well as monthly refresher training. Each month, our campus selects a specific skill from TBRI® to focus on as a way of implementing these concepts into the fabric of our environment here at Sunny Glen. While the intervention is based on years of attachment, sensory processing, and neuroscience research, the heartbeat of TBRI® is connection.

**Spiritual Development**

Along with meeting the physical and emotional needs of each child, we provide the opportunity for spiritual development and growth. Children benefit from learning about God and how God is their maker and God is love. If we can instill these precepts in their hearts early in life, our hope is that they develop a strong faith that will sustain them throughout the rest of their lives. We have weekly church services on our campus to provide our children with the opportunity to worship God in spirit and truth and to be inspired by learning about the relationship that God desires to have with each of them. Weekly bible studies are offered and we seek to foster an environment where our children can ask questions and grow in their knowledge of God and His Word.
“Pure and undefiled religion before God and the Father is this: to visit the orphans and widows in their trouble, and to keep oneself unspotted from the world.”

- James 1:27 -

Our Board of Directors

- Board Chair
  Dr. Rosalinda Mercado, PhD
- Vice Chair
  Diane Lewis
- Secretary
  Dr. David Saucedo, III

- Paul Huddleston
- Bruce Woody
- Heather Thompson
- Reagan Florence

Sunny Glen Children’s Home is here to provide a home for abused and neglected children. We seek to meet the physical, emotional, and most importantly spiritual needs of our children and to provide a safe place of refuge from the difficult and sometimes traumatic world.

DONATE

(956) 399-5356
M-F | 8:00am–4:30pm
2385 W. Expressway 83
San Benito, TX 78586
The Poenisch Counseling Center

For over 80 years, Sunny Glen Children’s Home has served children in need of homes. In the summer of 2017, we added counseling to our services. Counseling services are now available to all of the community — not just to residents. We offer individual, couple’s, family, and group counseling to people of all ages. We have a beautiful counseling center with 4 offices and a play therapy room. Look for the “Poenisch Counseling Center” on the Sunny Glen Campus. Our building has been named after the Poenisch family in honor of their significant contributions towards building the counseling center. Se habla español!

https://www.sunnyglenleadingservices.org/
Who We Are

We help children and families restore hope and rebuild trusting relationships by meeting their physical, emotional, and spiritual needs in Christian love.

For 83 years, Sunny Glen has been a refuge for abused, neglected, and forgotten children. With the generous support of churches, individual Christians, community partners and the grace of God, we provide loving homes and a variety of professional services to meet the needs of children and families in our community.

The Team

Chase Palmer
Executive Director

Cynthia Pinkerton
Dir. of Business Affairs

Priscilla Gonzalez
Clinical Director

Mike Bishop
Unit Director

Anika Mondragon
Unit Director
“Pure and undefiled religion before God and the Father is this: to visit the orphans and widows in their trouble, and - James 1:27 -

Our Board of Directors

Dr. Rosalinda Mercado, PhD

Board Chair

Paul Huddleston

Elizabeth Johnson

Diane Lewis

Vice Chair

Bruce Woody

Reagan Florence

Secretary

Dr. David Sauceda, III

Judy Adams

Heather Thompson

Sunny Glen Children’s Home is here to provide a home for abused and neglected children. We seek to meet the physical, emotional, and most importantly spiritual needs of our children and to provide a safe place of refuge from the difficult and sometimes traumatic world.

DONATE
PART 7
THIRD PARTY REPORTS
TAB 47
THIRD PARTY REPORTS
### Required Third Party Reports

**ALL third-party reports must include the following statement:**

"All persons who have a property interest in this report hereby acknowledge that the Department may publish the full report on the Department’s website, release the report in response to a request for public information and make other use of the report as authorized by law."

Complete the information below as applicable [§11.205].

<table>
<thead>
<tr>
<th>1. <strong>Environmental Site Assessment (ESA) (All Multifamily Applications)</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Prepared by: Aspen Environmental</td>
</tr>
<tr>
<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>□ 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>□ Development is funded by USDA and is not required to supply an ESA.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2. <strong>Environmental Clearance (Direct Loan applications only)</strong></th>
</tr>
</thead>
<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>
</tr>
<tr>
<td>□ Property has already received Environmental Clearance from HUD under 24 CFR Parts 50 or 58 or 24 CFR 93.301(f), as applicable, and documentation of HUD Environmental Clearance is included behind this tab.</td>
</tr>
<tr>
<td>□ Applicant has submitted an environmental packet to TDHCA and clearance is pending.</td>
</tr>
<tr>
<td>□ Applicant has reviewed the environmental clearance materials available on the Department’s website and understands that clearance must be received prior to closing on the loan. <a href="http://www.tdhca.state.tx.us/program-services/environmental/index.htm">http://www.tdhca.state.tx.us/program-services/environmental/index.htm</a></td>
</tr>
<tr>
<td>□ A Third Party will aid in the completion of the environmental clearance process. If checked, complete the following:</td>
</tr>
<tr>
<td>Name of Firm:</td>
</tr>
<tr>
<td>Contact Person:</td>
</tr>
<tr>
<td>Contact Telephone:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3. <strong>Primary Market Area Map</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>X Primary Market Area (PMA) map with definition of PMA is included behind this tab.</td>
</tr>
<tr>
<td>Prepared by: Apartment Market Data, LLC</td>
</tr>
<tr>
<td>Development Site Location:</td>
</tr>
<tr>
<td>Longitude: 98.205452</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>4. <strong>Scope and Cost Review (SCR) (formerly PCA)</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Prepared by: N/A</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>5. <strong>Appraisal</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Prepared by: N/A</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>6. <strong>Feasibility Report</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Prepared by: Carney Engineering</td>
</tr>
</tbody>
</table>
PHASE I
ENVIRONMENTAL SITE ASSESSMENT
(SUBMITTED SEPARATELY)
PRIMARY MARKET ANALYSIS (PMA) Map
Market Analysis
### MARKET ANALYSIS SUMMARY

<table>
<thead>
<tr>
<th>Provider:</th>
<th>Apartment MarketData, LLC</th>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact:</td>
<td>Darrell G Jack</td>
<td>Phone: (210) 530-0040</td>
</tr>
<tr>
<td>Development:</td>
<td>Avanti West</td>
<td>Target Population: General</td>
</tr>
<tr>
<td>Site Location:</td>
<td>NWC W Alberta Rd/SMcColl Rd</td>
<td>City: Edinburg</td>
</tr>
<tr>
<td>Site Coordinates:</td>
<td>Latitude</td>
<td>Longitude</td>
</tr>
<tr>
<td></td>
<td>26.261156</td>
<td>-98.205452</td>
</tr>
<tr>
<td>Primary Market Area (PMA) page</td>
<td>Square Miles</td>
<td></td>
</tr>
<tr>
<td></td>
<td>41.08</td>
<td></td>
</tr>
</tbody>
</table>

#### CENSUS TRACTS

<table>
<thead>
<tr>
<th>TRACT 1</th>
<th>TRACT 2</th>
<th>TRACT 3</th>
<th>TRACT 4</th>
<th>TRACT 5</th>
<th>TRACT 6</th>
</tr>
</thead>
<tbody>
<tr>
<td>482150208.03</td>
<td>482150235.04</td>
<td>482150235.09</td>
<td>482150235.10</td>
<td>482150239.02</td>
<td>482150239.03</td>
</tr>
<tr>
<td>482150239.04</td>
<td>482150240.00</td>
<td>482150241.05</td>
<td>0.00</td>
<td>0.00</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
SITE DESIGN AND DEVELOPMENT
FEASIBILITY REPORT
(SUBMITTED SEPARATELY)
PART 8
TIE BREAKERS
Tab 48
Tie Breakers
**Tie-Breaker Information**

**Tie-Breaker #1 (10 TAC §11.7(1))**  
Applications proposed to be located in a census tract with a poverty rate below the average poverty rate for all awarded Competitive HTC Applications from the past three years, 17.0341 (with Region 11 adding an additional 15% to that value and Region 13 adding an additional 5% to that value), are eligible for the first tie-breaker. Any of the tied Applications that meet the first part of the tie-breaker will progress to the second part. Then the Development in the census tract with the highest percentage of statewide rent burden for renter households at or below 80% Area Median Family Income (AMFI), will win the tie-breaker. Tied Applications that do not meet the first part of the tie-breaker or that are still tied after applying the second part of the tie-breaker will proceed to the second tie-breaker to break the tie.

<table>
<thead>
<tr>
<th>Is Site in Region other than 11 or 13?</th>
<th>Yes</th>
<th>Poverty Rate =</th>
<th>N/A</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Yes</th>
<th>Poverty Rate is less than 17.0341.</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Is Site in Region 11?</th>
<th>Yes</th>
<th>Poverty Rate =</th>
<th>7.7</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Applicable Poverty Rate =</td>
<td>32.0341</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Yes</th>
<th>Poverty Rate is less than 32.0341.</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Is Site in Region 13?</th>
<th>No</th>
<th>Poverty Rate =</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Applicable Poverty Rate =</td>
<td>22.0341</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Yes</th>
<th>Poverty Rate is less than 22.0341.</th>
</tr>
</thead>
</table>

**Rent Burden Rank =**  
1670  
*(lower number wins tie)*

**Tie-Breaker #2 (10 TAC §11.7(2))**  
Applications proposed to be located the greatest linear distance from the nearest Housing Tax Credit assisted Development that serves the same Target Population and that was awarded less than 15 years ago according to the Department’s property inventory tab of the Site Demographic Characteristics Report.

- Development Longitude: -98.205758
- Development Latitude: 26.260833

Please triple check longitude and latitude.

**Target Population:** General

**Closest Development serving same Population:** Las Palomas

**Application Number:** 17390

**Address:** NWC W Dove Ave. & Bicentennial Blvd, McAllen TX

**Year of Award:** 2017
The following data provides information required to determine a census tract's rent burden, pursuant to the requirements of §11.7(1) of the 2020 Qualified Allocation Plan.

Data is pulled from HUD's Comprehensive Housing Affordability Strategy dataset ("CHAS"). On June 25, 2018 HUD released updated CHAS data for the 2011-2015 period, which is what the Department has used to rank all census tracts in Texas. Data is pulled from Table 8 of the CHAS dataset. Only renters who earn 80% AMFI or less and who devote more than 30% of their household income to housing costs are counted (rows 74, 77, 87, 90, 100, and 103). Please contact jason.burr@tdhca.state.tx.us with any questions.

**Updated October 11, 2019**

<table>
<thead>
<tr>
<th>Census Tract</th>
<th>Rent Burden (11.7(1) of the 2020 Qualified Allocation Plan)</th>
</tr>
</thead>
<tbody>
<tr>
<td>48215023902</td>
<td>48215023902 Census Tract 239.02, Hidalgo County, Texas</td>
</tr>
<tr>
<td></td>
<td>Renters &lt;=30% HMFI</td>
</tr>
<tr>
<td></td>
<td>&lt;=50% HMFI</td>
</tr>
<tr>
<td>48215023902</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>1670 Rank</td>
</tr>
</tbody>
</table>
Part 9
Review Tabs
TAB 49
DEFICIENCY DOCUMENTS
In the course of the Department’s Housing Tax Credit Eligibility/Selection/Threshold and/or Direct Loan review of the above referenced application, a possible Administrative Deficiency as defined in §11.1(d)(2) and described in §11.201(7), §11.201(7)(A) and §11.201(7)(B) of the 2020 Uniform Multifamily Rules was identified. By this notice, the Department is requesting documentation to correct the following deficiency or deficiencies. Any issue initially identified as an Administrative Deficiency may ultimately be determined to be beyond the scope of an Administrative Deficiency, and the distinction between material and non-material missing information is reserved for the Director of Multifamily Finance, Executive Director, and Board.

I am pleased to inform you that I found no deficiencies in your application.

The above list may not include all Administrative Deficiencies such as those that may be identified upon a supervisory review of the application. Notice of additional Administrative Deficiencies may appear in a separate notification.

All deficiencies must be corrected or otherwise resolved by 5 pm Austin local time on the fifth business day following the date of this deficiency notice. Deficiencies resolved after 5 pm Austin local time on the fifth business day will have 5 points deducted from the final score. For each additional day beyond the fifth day that any deficiency remains unresolved, the application will be treated in accordance with §11.201(7)(B) of the 2020 Uniform Multifamily Rules. Applications with unresolved deficiencies after 5pm Austin local time on the seventh business day may be terminated.

All deficiencies related to the Direct Loan portion of the Application must be resolved to the satisfaction of the Department by 5pm Austin local time on the fifth business day following the date of this deficiency notice. Applications with unresolved deficiencies after 5pm Austin local time on the seventh business day will be suspended from further processing, and the Applicant will be notified to that effect, until the deficiencies are resolved. If, during the period of time when the Application is suspended from review, Direct Loan funds become oversubscribed, the Applicant will be informed that unless the outstanding item(s) are resolved within one business day the Application will be terminated. For purposes of priority under the Direct Loan set-asides, if the outstanding item(s) are resolved within one business day, the date by which the item is submitted shall be the new received date pursuant to §13.5(c) of the 2020 Multifamily Direct Loan Rule. Applicants should be prepared for additional time needed for completion of staff reviews.

Unless the person that issued this deficiency notice, named below, specifies otherwise, submit all
documentation at the same time and in only one file using the Department’s Serv-U HTTPs System. Once the documents are submitted to the Serv-U HTTPs system, please email the staff member issuing this notice. If you have questions regarding the Serv-U HTTPs submission process, contact Liz Cline at liz.cline@tdhca.state.tx.us or by phone at (512)475-3227. You may also contact Jason Burr at jason.burr@tdhca.state.tx.us or by phone at (512)475-3986.

All applicants should review §§11.1(b) and 11.1(h) of the 2020 QAP and Uniform Multifamily Rules as they apply to due diligence, applicant responsibility, and the competitive nature of the program for which they are applying.

**All deficiencies must be corrected or clarified by 5 pm Austin local time on NA. Please respond to this email as confirmation of receipt.**

About TDHCA
The Texas Department of Housing and Community Affairs administers a number of state and federal programs through for-profit, nonprofit, and local government partnerships to strengthen communities through affordable housing development, home ownership opportunities, weatherization, and community-based services for Texans in need. For more information, including current funding opportunities and information on local providers, please visit www.tdhca.state.tx.us.

Thanks,

Ben Sheppard
Specialist, Multifamily Finance
Texas Department of Housing and Community Affairs
Ph. 512.475.2122

*Any person receiving guidance from TDHCA staff should be mindful that, as set forth in 10 TAC Section 11.1(b) there are important limitations and caveats (Also see 10 TAC §10.2(b)).*
Tab 50
Scoring Notice
The Texas Department of Housing and Community Affairs has completed its program review of the Application referenced above as further described in the 2020 Qualified Allocation Plan (QAP). This scoring notice provides a summary of staff’s assessment of the application’s score. The notice is divided into several sections.

Section 1 of the scoring notice provides a summary of the score requested by the Applicant followed by the score staff has assessed based on the Application submitted. You should note that six scoring items are not reflected in this scoring comparison but are addressed separately.

Section 2 of the scoring notice includes each of the six scoring criteria for which points could not be requested by the Applicant in the application self-score form and include: §11.9(c)(8) Readiness to Proceed in Disaster Impacted Counties, §11.9(d)(1) Local Government Support, §11.9(d)(4) Quantifiable Community Participation, §11.9(d)(5) Community Support from State Representative, §11.9(d)(6) Input from Community Organizations, and §11.9(d)(7) Concerted Revitalization Plan.

Section 3 provides information related to any point deductions assessed under §11.9(f) and/or §11.201(7)(B) of the QAP.

Section 4 provides the final cumulative score in bold.

Section 5 includes, as applicable, notes and an explanation of any differences between the requested and awarded score, as well as any penalty points assessed.

The scores provided herein are merely informational at this point in the process and may be subject to change. For example, points awarded under §11.9(e)(4) “Leveraging of Private, State, and Federal Resources”, 11.9(b)(1)(A) "Unit Sizes", 11.9(b)(1)(B) "Unit and Development Features", 11.9(c)(1) "Income Levels of Tenants", 11.9(c)(2) "Rent Levels of Tenants", 11.9(e)(1) "Financial Feasibility", 11.9(e)(3) "Pre-Application Participation", and may be adjusted should the underwriting review result in changes to the Application that would affect these scores. If a scoring adjustment is necessary, staff will provide the Applicant a revised scoring notice.

Be further advised that if the Applicant failed to properly disclose information in the Application that could have a material impact on the scoring information provided herein, the score included in this notice may require adjustment and/or the Applicant may be subject to other penalties as provided for in the Department’s rules.

This scoring notice is provided by staff at this time to ensure that an Applicant has sufficient notice to exercise any appeal process provided under §11.902 of the 2020 QAP. All information in this scoring notice is further subject to modification, acceptance, and/or approval by the Department’s Governing Board. If the score of an Application changes, a revised scoring notice will be provided to the Applicant.
Page 2 of Final Scoring Notice: 20179, Avanti West

Section 1:
Score Requested by Applicant (Not including points for §11.9(c)(8) or (d)(1), (4), (5), (6) or (7) of the 2020 QAP): 137
Score Awarded by TDHCA (Not including points for §11.9(c)(8) or (d)(1), (4), (5), (6) or (7) of the 2020 QAP): 137
Difference between Requested and Awarded: 0

Section 2:
Points Awarded for §11.9(c)(8) Readiness to Proceed: 5
Points Awarded for §11.9(d)(1) Local Government Support: 175
Points Awarded for §11.9(d)(4) Quantifiable Community Participation: 4
Points Awarded for §11.9(d)(5) Community Support from State Representative: 8
Points Awarded for §11.9(d)(6) Input from Community Organizations: 4
Points Awarded for §11.9(d)(7) Concerted Revitalization Plan: 0

Section 3:
Points Deducted for §11.9(f) and/or §11.201(7)(B) of the QAP: 0

Section 4:
Final Score Awarded to Application by Department staff (Including all points): 175

Section 5:
Notes and explanation for difference between points requested and points awarded by the Department, as well as penalties assessed:
NA

Restrictions and requirements relating to the filing of an appeal can be found in §11.902 of the 2020 QAP. If you wish to appeal this scoring notice, you must file your appeal with the Department no later than 5:00 p.m. Austin local time, Thursday, June 4, 2020. If an appeal is denied by the Executive Director, an Applicant may appeal to the Department's Board.

In an effort to increase the likelihood that Board appeals related to scoring are heard at the Board meeting, the Department has provided an Appeal Election Form for all appeals submitted to the Executive Director. In the event an appeal is denied by the Executive Director, the Applicant is able to request that the appeal automatically be added to the Board agenda.

If you have any concerns regarding potential miscalculations or errors made by the Department, please contact Sharon Gamble at (512) 936-7834 or by email at sharon.gamble@tdhca.state.tx.us.

Sincerely,

Sharon D. Gamble
Sharon D. Gamble
Competitive HTC Program Administrator
TAB 51
THIRD-PARTY REQUESTS FOR ADMINISTRATIVE DEFICIENCY
TAB 52
REA DIVISION
RFI DOCUMENTS
Tab 53
Board Action
TAB 54
PUBLIC COMMENT
TAB 55
COMMITMENT OR DETERMINATION NOTICE
Tab 56
MFDL Award Letter
TAB 57
CARRYOVER
DOCUMENTS