NOTICE: For Applicants planning to submit an Application on or before January 26, 2018, ANYTHING that would have been due on March 1, 2018 will be due on January 26, 2018. Anything due after March 1, 2018 maintains its original due date.
2018 Multifamily Uniform Application Certification
Mailing Address: P.O. Box 13941, Austin, TX 78711-3941
Physical Address: 221 East 11th Street, Austin, TX 78701

Development Name: Edgemere Palms

The undersigned hereby makes an Application to Texas Department of Housing and Community Affairs. The Applicant affirms that they have read and understand the Uniform Multifamily Rules (Title 10, Texas Administrative Code, Chapter 10) and Qualified Allocation Plan (Title 10, Texas Administrative Code, Chapter 11). Specifically, the undersigned understands the requirements under 10 TAC §10.101 of the Uniform Multifamily Rules, 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 §10.2(e) of the Uniform Multifamily Rules, relating to Public Information Requests, specifically that the filing of an Application with 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.

Edgemere Palms, LTD
Applicant Entity Name

By: [Signature]
Signature of Authorized Representative
R.L. "Bobby" Bowling, IV
Printed Name
President/Manager of the GP

Title
2/28/2018

Date

Sworn to and subscribed before me on the 28 day of February, 2018

by R.L. "Bobby" Bowling, IV

(Personalized Seal)

EVA DAVALOS
Notary ID # 125830396
My Commission Expires: January 22, 2021

Notary Public Signature
Texas

Notary Public, State of
El Paso

County of
01/22/2021

My Commission Expires:
2/28/2018

Date

2/7/2018 8:26 AM
Certification, Acknowledgement, and Consent of Development Owner- §10.204(1)

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

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

- §10.101(a)(2) - Undesirable Site Features
- §10.101(a)(3) - Undesirable Neighborhood Characteristics
- §10.202(1)(M) - Termination of Relationship in an Affordable Housing Transaction
- §10.901(17) - Unused Credit or Penalty Fee

Note: If any disclosures are indicated regarding §10.101(a)(3), submit the Undesirable Neighborhood Characteristics Report Packet (UNCR) located on the Department's website

http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm
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 §10.3 of the Uniform Multifamily Rules.

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. 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 §§10.101 and 10.202 of the Uniform Multifamily Rules. Any issues of non-compliance have been disclosed.

All representations, undertakings and commitments made by Applicant in the Application process for Development assistance 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 each and all be enforceable even if not reflected in the Land Use Restriction Agreement. All such representations, undertakings and commitments are also
enforceable by the Department and the tenants of the Development, including enforcement by
administrative penalties for failure to perform, 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
that may affect the Applicant’s competitive posture, an Applicant must disclose that in
accordance with the Department’s rules the aspects of the Development 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
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) 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 §10.404 of the Uniform Multifamily Rules, relating to
Replacement Reserve Account requirements.

The Development will operate in accordance with the applicable compliance monitoring
requirements found in Chapter 10, Subchapter F.

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.

Page 2 of 8
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 C.F.R. Part 8, if the Development includes the New Construction or substantial rehabilitation of multifamily units (4 or more units per building), 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 §10.101(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 an 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 §10.901(17) of the Uniform Multifamily Rules.

____ X____ The Applicant certifies that no disclosure regarding §10.901(17) of the Uniform Multifamily Rules 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 §10.202(1)(M) of the Uniform Multifamily Rules related to such disclosure.

____ X____ The Applicant certifies that no disclosure regarding §10.202(1)(M) of the Uniform Multifamily Rules is necessary.

The Applicant certifies that, for any Development proposing New Construction or Reconstruction and located within the one-hundred (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 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 one-hundred year floodplain unless the existing structures already meet the requirements for New Construction or Reconstruction, as certified to by a Third Party engineer, or unless the state or
local government has undertaken and can substantiate sufficient mitigation efforts and such
documentation is submitted in the Application.

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

[X] The Development is not located in an area with undesirable site features as further
described in §10.101(a)(2) of the Uniform Multifamily Rules.

[ ] 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 §10.101(a)(2) of the Uniform Multifamily Rules.

[ ] The proposed Development is Historic Preservation pursuant to §11.9(e)(6) of the
QAP, 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 regulates 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.

Undesirable Neighborhood Characteristics (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 undesirable neighborhood characteristics described in §10.101(a)(3) of the
Uniform Multifamily Rules and that no disclosure is necessary;

[ ] The Development Owner certifies that the Development is located in an area with
the following undesirable neighborhood characteristic(s) and the Undesirable
Neighborhood Characteristics 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 within 1,000 feet of any census tract 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 §10.101(a)(3)(B)(iii) of the Uniform Multifamily Rules;

is located in the attendance zones of an elementary, middle, or high school that does not have a 2017 Met Standard rating by the Texas Education Agency, unless the Development Site is subject to an Elderly Limitation.

The Development will include all of the mandatory Development amenities required in §10.101(b)(4) of the Uniform Multifamily Rules at no charge to all tenants (market rate and low-income) and written notice of such amenities will be provided to the tenants.

The Development will satisfy the minimum point threshold for common amenities as further described in §10.101(b)(5) of the Uniform Multifamily Rules. These amenities must be for the benefit of all tenants (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 tenant 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 §10.101(b)(6)(A) of the Uniform Multifamily Rules.

The Development (excluding competitive Housing Tax Credit Applications) will include enough unit and development construction features to meet the minimum number of points as further described in §10.101(b)(6)(B) of the Uniform Multifamily Rules.

The Development (excluding competitive Housing Tax Credit Applications) will include enough tenant services, at no charge to the tenants, be accessible to all (market rate and low-income), and maintained throughout the Affordability Period, to meet the required minimum number of points as further described in §10.101(b)(7) of the Uniform Multifamily Rules, 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 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 C.F.R §983.57(e).

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) – (M) of §10.202(1) of the Uniform Multifamily Rules, related to ineligible Applicants, applies to those identified 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 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. 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

R.L. "Bobby" Bowling, IV
Printed Name

GP for Edgemere Palms, LTD
Title

02/28/2018
Date

THE STATE OF ___Texas___ §

§

COUNTY OF ___El Paso___ §

Before me, a notary public, on this day personally appeared
R.L. "Bobby" Bowling, 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 28 day of February, 2018.

EVA DAVALOS
Notary ID # 125830396
Commission Expires January 22, 2021

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

§10.202 of the Uniform Multifamily Rules 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.

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 included on the organizational chart who are identified under §10.204(2)(A) – (D) of the Uniform Multifamily Rules and who have the ability to exercise control over the Development.

**The form should 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 is required, only a scanned copy within the final PDF file.

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)
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 §10.3 of the Uniform Multifamily Rules.

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 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 Commitment by the Department. To the extent allowed under §2306.6720 Tex. Gov’t Code, 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.

Neither Applicant nor any other member of the Development Team has been or is barred, suspended, or terminated from procurement in a state or Federal program or listed in HUD’s System for Award Management (SAM).

Neither Applicant nor any other member of the Development Team has 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 fifteen (15) years preceding the Application submission.

Neither Applicant nor any other member of the Development Team is, at the time of Application, 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.

Neither Applicant nor any other member of the Development Team has 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.

Neither Applicant nor any other member of the Development Team has misrepresented 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.

Neither Applicant nor any other member of the Development Team has been found by the Board to be ineligible based on a previous participation review performed in accordance with 10 TAC Chapter 1 Subchapter C.

Neither Applicant nor any other member of the Development Team is 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.

Neither Applicant nor any other member of the Development Team has failed to cure any past due fees owed to the Department within the time frame provided by notice from the Department and at least ten (10) days prior to the Board meeting at which the decision for an award is to be made.

Neither Applicant nor any other member of the Development Team is in violation of a state revolving door or other standard of conduct or conflict of interest statute, including §2306.6733 of the Tex. Gov’t Code, or a provision of Chapter 572 of the Tex. Gov’t Code, that would prohibit the Person from participating in the Application in the manner and capacity they are participating.
Neither Applicant nor any other member of the Development Team has previous Contracts or Commitments that have been partially or fully de-obligated during the twelve (12) months prior to the submission of the Application and through the date of final allocation 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 10.

Neither Applicant nor any other 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, or Determination Notice for a Development.

Neither Applicant nor any other member of the Development team has 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 nor any other 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 §10.202(2)(A) of the Uniform Multifamily Rules.

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 §10.202(1)(M) of the Uniform Multifamily Rules. Applicant understands that failure to disclose is grounds for termination.

All housing developments with which Applicant, 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 relating to the Housing Tax Credit Program; 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 for Housing Tax Credits or the use of information concerning the Housing Tax Credit Program.

Applicant, 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, 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

R.L. "Bobby" Bowling, IV

Printed Name
Manager, EP Edgemere Palms, LLC
GP for Edgemere Palms, LTD

Title

02/28/2018

Date

THE STATE OF Texas

COUNTY OF El Paso

Before me, a notary public, on this day personally appeared
R.L. "Bobby" Bowling, 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 28 day of February, 2018

(Seal)
EVA DAVALOS
Notary ID # 125830396
My Commission Expires
January 22, 2021

Notary Public Signature
2018 Applicant Eligibility Certification

By: ________________________________

Signature of Authorized Representative

R.L. "Bobby" Bowling, IV

Printed Name

Manager, EP Edgemere Palms, LLC

Title

02/28/2018

Date

THE STATE OF Texas §

COUNTY OF El Paso §

Before me, a notary public, on this day personally appeared R.L. "Bobby" Bowling, 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 28 day of February 2018

[Seal]

EVA DAVALOS
Notary ID # 125830396
My Commission Expires January 22, 2021

Notary Public Signature
2018 Applicant Eligibility Certification

By: ____________________________
    Signature of Authorized Representative

R.L. "Bobby" Bowling, IV
Printed Name

President, Tropicana Building II, LLC
Title

02/28/2018
Date

THE STATE OF Texas §

COUNTY OF El Paso §

Before me, a notary public, on this day personally appeared
R.L. "Bobby" Bowling, 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 28 day of February 2018

(Seal)

EVA DAVALOS
Notary ID # 125830396
My Commission Expires
January 22, 2021

Notary Public Signature
By: [Signature]

Signature of Authorized Representative

R.L. "Bobby" Bowling, IV

Printed Name

Guarantor/Principal

Title

02/28/2018

Date

THE STATE OF Texas

COUNTY OF El Paso

Before me, a notary public, on this day personally appeared R.L. "Bobby" Bowling, 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 28 day of February, 2018

[Notary Public Signature]
By: ____________________________

Signature of Authorized Representative

Randall Bowling ____________________

Printed Name

Guarantor/Principal ____________________

Title

02/28/2018 ____________________

Date

THE STATE OF  Texas §

COUNTY OF  El Paso §

Before me, a notary public, on this day personally appeared Randall Bowling, 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 28 day of February, 2018

(Seal)  

EVA DAVALOS  
Notary ID # 125830396 
My Commission Expires January 22, 2021

Notary Public Signature
By: ________________________________

Signature of Authorized Representative

Demetrio Jimenez

Printed Name

President, Tropicana Properties, INC

Title

02/28/2018

Date

THE STATE OF Texas §

COUNTY OF El Paso §

Before me, a notary public, on this day personally appeared Demetrio Jimenez, 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 28th day of February, 2018

Notary Public Signature
By: 

Signature of Authorized Representative

Demetrio Jimenez

Printed Name

Principal

Title

02/28/2018

Date

THE STATE OF Texas §

COUNTY OF El Paso §

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

Demetrio Jimenez

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 28 day of February, 2018

(Seal)

EVA DAVALOS
Notary ID # 125830396
My Commission Expires
January 22, 2021

Notary Public Signature
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>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: R.L. &quot;Bobby&quot; Bowling, IV</td>
<td>Phone: (915) 821-3550</td>
<td></td>
</tr>
<tr>
<td>Email: <a href="mailto:bbowling4@tropicanaproperties.org">bbowling4@tropicanaproperties.org</a></td>
<td>(915) 474-5250</td>
<td></td>
</tr>
<tr>
<td>Mailing Address: 300 E. Main Suite 740</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Street: El Paso</td>
<td>City: El Paso</td>
<td>State: TX</td>
</tr>
<tr>
<td>Zip: 79901</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| 2. Second Contact                |                                      |                                      |
| Name: Demetrio Jimenez           | Phone: (915) 755-9113                |                                      |
| Email: djimenez@tropicanaproperties.org | (915) 472-2020                        |                                      |

| 3. Consultant Contact (if applicable) |                                      |                                      |
| Name:                                 | Phone:                                      |                                      |
| Email:                                | Mobile                                      |                                      |
| Mailing Address:                      | Street                                      |                                      |
| City:                                 | State: TX                                  | Zip: 79901                           |
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. Highlighted rows indicate scoring items for both 9% HTC and Direct Loan applications. Additional scoring for Direct Loan applications can be found at 10 TAC §13.6.

### 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>8</td>
</tr>
<tr>
<td>Unit and Development Features</td>
<td>§11.9(b)(1)(B)</td>
<td>7</td>
</tr>
<tr>
<td>Sponsor Characteristics</td>
<td>§11.9(b)(2)</td>
<td>2</td>
</tr>
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</table>

**High Quality Housing Total: 17**

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

<table>
<thead>
<tr>
<th>Point Item Description</th>
<th>QAP Reference</th>
<th>Points Selected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Income Levels of Tenants</td>
<td>§11.9(c)(1)</td>
<td>12</td>
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<tr>
<td>Rent Levels of Tenants</td>
<td>§11.9(c)(2)</td>
<td>7</td>
</tr>
<tr>
<td>Tenant Services</td>
<td>§11.9(c)(3)</td>
<td>10</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>0</td>
</tr>
<tr>
<td>Tenant Populations with Special Needs</td>
<td>§11.9(c)(6)</td>
<td>0</td>
</tr>
<tr>
<td>Proximity to the Urban Core</td>
<td>§11.9(c)(7)</td>
<td>0</td>
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<tr>
<td>Readiness to Proceed in Disaster Impacted Counties</td>
<td>§11.9(c)(8)</td>
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</table>

**Serve and Support Texans Most in Need Total: 36**

### Criteria Promoting Community Support and Engagement

<table>
<thead>
<tr>
<th>Point Item Description</th>
<th>QAP Reference</th>
<th>Points Selected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Local Government Support</td>
<td>§11.9(d)(1)</td>
<td></td>
</tr>
<tr>
<td>Commitment of Development Funding by Local Political Subdivision</td>
<td>§11.9(d)(2)</td>
<td>0</td>
</tr>
<tr>
<td>Declared Disaster Area</td>
<td>§11.9(d)(3)</td>
<td>0</td>
</tr>
<tr>
<td>Quantifiable Community Participation</td>
<td>§11.9(d)(4)</td>
<td></td>
</tr>
<tr>
<td>Community Support from State Representative</td>
<td>§11.9(d)(5)</td>
<td></td>
</tr>
<tr>
<td>Input from Community Organizations</td>
<td>§11.9(d)(6)</td>
<td></td>
</tr>
<tr>
<td>Concerted Revitalization Plan</td>
<td>§11.9(d)(7)</td>
<td></td>
</tr>
</tbody>
</table>

**Community Support and Engagement Total: 0**

### 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>
</tr>
</thead>
<tbody>
<tr>
<td>Financial Feasibility</td>
<td>§11.9(e)(1)</td>
<td>18</td>
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<tr>
<td>Cost of Development per Square Foot</td>
<td>§11.9(e)(2)</td>
<td>11</td>
</tr>
<tr>
<td>Pre-application Participation</td>
<td>§11.9(e)(3)</td>
<td>0</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>
<td>0</td>
</tr>
<tr>
<td>Historic Preservation</td>
<td>§11.9(e)(6)</td>
<td>0</td>
</tr>
<tr>
<td>Right of First Refusal</td>
<td>§11.9(e)(7)</td>
<td>0</td>
</tr>
<tr>
<td>Funding Request Amount</td>
<td>§11.9(e)(8)</td>
<td>1</td>
</tr>
</tbody>
</table>

**Efficient Use of Limited Resources and Applicant Accountability Total: 33**

| Point Deductions                      | §11.9(f)      |                 |

**Total Application Self Score: 86**
Site Information Form Part I

1. Development Address (All Programs)

Near NWC Edgemere and Zaragoza
El Paso

Address
Near
City
El Paso

Region
13
Zip
79938
County
El Paso

Urban

Rural/Urban

2. Census Tract Information (All Programs)

Census Tract Number
48141010331
QCT?
No

Median Household Income:
$4909.00
Quartile:
1q
Poverty Rate:
17.1

The poverty rate for the census tract is above 40% (55% for Regions 11 or 13), and the Undesirable Neighborhood Characteristics Report and required documentation has been submitted.

3. Resolutions (All Programs, if applicable) - §11.3

Check the boxes of true statements below. Resolutions must be provided to demonstrate eligibility for any unchecked item.

X Twice the State Average Per Capita. The proposed Development is NOT located in a municipality or a county that has more than twice the state average of units per capita supported by Tax Credits or Private activity Bonds. (QAP §11.3(c))

X One Mile Three Year Rule. The proposed Development is located outside an MSA or in a county with a population of less than one million OR is NOT a New Construction or Adaptive Reuse development that will be located one mile or less from a new construction or terminated/withdrawn HTC or Bond development serving the same type of household. (QAP §11.3(d))

X Limitations on Developments in Certain Census Tracts. The proposed Development is NOT a New Construction or Adaptive Reuse development that will be located in a census tract that has more than 20% HTC units per total households. (QAP §11.3(e))

4. Zoning [§10.204(11)] and Flood Zone Designation [§10.101(a)(1)](All Programs)

Development Site is appropriately zoned?
Yes
Zoning Designation: C-3 C

Flood Zone Designation:
X
Entire Development Site is outside the 100 year floodplain.
Yes

5. School Rating [§2306.6710(a)]; [§10.101(a)(3)(B)(iv)](All Programs)

Residents of the proposed development will attend:

<table>
<thead>
<tr>
<th>School Name</th>
<th>Grades X through X</th>
<th>Met Standard Rating?</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>2015</td>
</tr>
<tr>
<td>Chester E Jordan Elementary</td>
<td>K through 5</td>
<td>Yes</td>
</tr>
<tr>
<td>SPC Rafael Hernandez II Middle</td>
<td>6 through 8</td>
<td>Yes</td>
</tr>
<tr>
<td>El Dorado High</td>
<td>9 through 12</td>
<td>Yes</td>
</tr>
</tbody>
</table>

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 does not have a 2017 Met Standard rating by the Texas Education Agency, and the Undesirable Neighborhood Characteristics Report and required documentation has been submitted.

If revised form submitted, date of submission:
Supporting Documentation for the Site Information Form Part I

- X Street Map with Site Drawn and Identified
- X Census Tract Map with Development Site Identified
  [https://factfinder.census.gov/faces/nav/jsf/pages/searchresults.xhtml?refresh=t]
- 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
- X Evidence of Zoning and/or Evidence of Re-Zoning Process
- X Evidence of Flood Zone Designation
- X Educational Quality (all Applications)
  - X School Attendance Zone Map with Development labeled;
  - X 2017 TEA accountability information for each school;
  - X UNCR if a school in the attendance zone has not achieved Met Standard for three consecutive years and has failed by at least one point in the most recent year.
- For Tax-Exempt Bond Applications the resolution of no objection to satisfy requirements of §10.204(4) of the Uniform Multifamily Rules is included
- For Tax-Exempt Bond Applications the resolution of no objection to satisfy requirements of §10.204(4) of the Uniform Multifamily Rules is not included and will be provided under separate cover no later than 14 days prior to the Board meeting selected in Tab 1b
Edgemere Palms Location Map
February 23, 2018

Marcos Medina
2505 E. Missouri Avenue
El Paso, Texas 79903

Re: Portion of Lot 1, Block 1, Tierra Commercial Unit 1, City of El Paso, El Paso County, Texas. Property ID# T28499900100100

To whom it may concern:

In response to your zoning verification request concerning the referenced property, the following are our findings.

1. The property is zoned C-3/c (Commercial/conditions) district. The purpose of C-3 (Community Commercial District) is to accommodate establishments providing goods or rendering services which are used in support of the community’s trade and service establishments and serving multi-neighborhoods within a planning area of the city. The regulations of the districts will permit intensities designed to be compatible with each other and to provide for a wider range of types of commercial activity, including light automobile related uses.

2. The uses permitted for this property are those in keeping with the purposes and conditions detailed above, to include apartment buildings.

3. Section 20.02.074 defines “Apartment building” (five or more units) as a building or part of a building containing five or more attached dwelling units.

4. Ordinance No. 15428 dated April 22, 2003 imposed conditions on the subject property as more particularly described in the attached documents. The conditions imposed were necessitated and attributable to the increased intensity of use generated by the change of zoning from Residential to Commercial in order to protect the public. Therefore, the imposed condition requires that landscaped buffers be placed along property lines abutting residential districts.

5. This letter does not constitute a building permit.


If you have any questions regarding this letter, please call me at (915) 212-1642.

Sincerely,

Brenda R. Cantu
City Planner
Enclosure: Zoning Map, Ordinance No. 15428
**Address Used:** 14104 Robert Ituarte Dr, El Paso, TX 79938 (less than 100 feet from property boundary)

**Elementary School:** Chester E. Jordan Elementary School is located on 13995 Jason Crandall Dr. El Paso, TX 79938 and is the designated school for students living at Edgemere Palms to attend grades K-5.
Middle School Attendance Zone Map

Address Used: 14104 Robert Ituarte Dr, El Paso, TX 79938 (less than 100 feet from property boundary)

Middle School: Spc. Rafael Hernando III is located on 3451 Rich Beem Blvd. El Paso, TX 79938 and is the designated school for students living at Edgemere Palms to attend 6th-8th grades.

Address Used: 14104 Robert Ituarte Dr, El Paso, TX 79938 (less than 100 ft from property boundary)

High School: El Dorado High School is located on 12401 Edgemere Blvd. El Paso, TX 79938 and is the designated school for students living at Edgemere Palms to attend grades 9th-12th.
2017 Performance Index

State accountability ratings are based on four performance indices: Student Achievement, Student Progress, Closing Performance Gaps, and Postsecondary Readiness. The bar graph below illustrates the index scores for this campus. The score required to meet each index's target is indicated below the index description and as a line on each bar. In 2017, to receive the Met Standard or Met Alternative Standard accountability rating, districts and campuses must meet targets on three indices: Index 1 or Index 2 and Index 3 and Index 4.

<table>
<thead>
<tr>
<th>Index 1</th>
<th>Index 2</th>
<th>Index 3</th>
<th>Index 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Student Achievement (Target Score=60)</td>
<td>Student Progress (Target Score=32)</td>
<td>Closing Performance Gaps (Target Score = 28)</td>
<td>Postsecondary Readiness (Target Score = 12)</td>
</tr>
<tr>
<td>80</td>
<td>42</td>
<td>47</td>
<td>39</td>
</tr>
</tbody>
</table>

2017 Accountability Rating

Met Standard

For 2017 state accountability, campuses are rated as Met Standard, Improvement Required, or Not Rated. The rating, Met Alternative Standard, is assigned to charters and alternative education campuses evaluated under alternative education accountability (AEA) provisions.

Distinction Designations

Top 25% Closing Perform Gaps

School and Student Information

This section provides demographic information about the campus, including attendance rates; enrollment percentages for various student groups; student mobility rates; and class size averages at the campus, district, and state level, where applicable.

<table>
<thead>
<tr>
<th>Campus</th>
<th>District</th>
<th>State</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attendance Rate (2015-16)</td>
<td>96.8%</td>
<td>96.3%</td>
</tr>
<tr>
<td>Enrollment by Race/Ethnicity</td>
<td></td>
<td></td>
</tr>
<tr>
<td>African American</td>
<td>5.5%</td>
<td>2.2%</td>
</tr>
<tr>
<td>Hispanic</td>
<td>84.9%</td>
<td>92.6%</td>
</tr>
<tr>
<td>White</td>
<td>7.0%</td>
<td>3.6%</td>
</tr>
<tr>
<td>American Indian</td>
<td>0.2%</td>
<td>0.2%</td>
</tr>
<tr>
<td>Asian</td>
<td>0.9%</td>
<td>0.6%</td>
</tr>
<tr>
<td>Pacific Islander</td>
<td>0.1%</td>
<td>0.1%</td>
</tr>
<tr>
<td>Two or More Races</td>
<td>1.4%</td>
<td>0.7%</td>
</tr>
<tr>
<td>Enrollment by Student Group</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Economically Disadvantaged</td>
<td>67.2%</td>
<td>71.2%</td>
</tr>
<tr>
<td>English Language Learners</td>
<td>25.6%</td>
<td>21.4%</td>
</tr>
<tr>
<td>Special Education</td>
<td>8.7%</td>
<td>8.7%</td>
</tr>
<tr>
<td>Mobility Rate (2015-16)</td>
<td>24.9%</td>
<td>14.1%</td>
</tr>
</tbody>
</table>

School Financial Information (2015-16)

Various financial indicators are reported for the campus, district, and state, where applicable, based on actual data from the prior year. For more information, see http://tea.texas.gov/financialstandardreports/.

<table>
<thead>
<tr>
<th>Campus</th>
<th>District</th>
<th>State</th>
</tr>
</thead>
<tbody>
<tr>
<td>Instructional Staff Percent</td>
<td>n/a</td>
<td>59.2%</td>
</tr>
<tr>
<td>Instructional Expenditure Ratio</td>
<td>n/a</td>
<td>62.7%</td>
</tr>
<tr>
<td>Expenditures per Student</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Operating Expenditures</td>
<td>$5,607</td>
<td>$8,380</td>
</tr>
<tr>
<td>Instruction</td>
<td>$3,892</td>
<td>$4,742</td>
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<tr>
<td>Instructional Leadership</td>
<td>$75</td>
<td>$92</td>
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<tr>
<td>School Leadership</td>
<td>$409</td>
<td>$511</td>
</tr>
</tbody>
</table>

For more information about this campus, please see the Texas Academic Performance Report at https://rptsvr1.tea.texas.gov/perfreport/tapr/2017/index.html.
Texas Education Agency
2016-17 School Report Card
SPEC RAFAEL HERNANDO MIDDLE (071909048)

District Name: SOCORRO ISD
Campus Type: Middle School
Total Students: 967
Grade Span: 06 - 08

2017 Performance Index
State accountability ratings are based on four performance indices: Student Achievement, Student Progress, Closing Performance Gaps, and Postsecondary Readiness. The bar graph below illustrates the index scores for this campus. The score required to meet each index’s target is indicated below the index description and as a line on each bar. In 2017, to receive the Met Standard or Met Alternative Standard accountability rating, districts and campuses must meet targets on three indices: Index 1 or Index 2 and Index 3 and Index 4.

2017 Accountability Rating
Met Standard
For 2017 state accountability, campuses are rated as Met Standard, Improvement Required, or Not Rated. The rating, Met Alternative Standard, is assigned to charters and alternative education campuses evaluated under alternative education accountability (AEA) provisions.

Distinction Designations
ELA/Reading
Mathematics
Science
Social Studies
Top 25% Student Progress
Top 25% Closing Perform Gaps
Postsecondary Readiness
Campuses that receive a rating of Met Standard are eligible for as many as seven distinction designations: Academic Achievement in English Language Arts (ELA)/Reading, Academic Achievement in Mathematics, Academic Achievement in Science, Academic Achievement in Social Studies, Top 25%: Student Progress, Top 25%: Closing Performance Gaps, and Postsecondary Readiness.

School and Student Information
This section provides demographic information about the campus, including attendance rates; enrollment percentages for various student groups; student mobility rates; and class size averages at the campus, district, and state level, where applicable.

School Financial Information (2015-16)
Various financial indicators are reported for the campus, district, and state, where applicable, based on actual data from the prior year. For more information, see http://tea.texas.gov/financialstandardreports/.

For more information about this campus, please see the Texas Academic Performance Report at https://rptsrv1.tea.texas.gov/perfreport/tapr/2017/index.html.
Texas Education Agency
2016-17 School Report Card
EL DORADO H S (071909005)

District Name: SOCORRO ISD
Campus Type: High School
Total Students: 2,450
Grade Span: 09 - 12

2017 Performance Index
State accountability ratings are based on four performance indices: Student Achievement, Student Progress, Closing Performance Gaps, and Postsecondary Readiness. The bar graph below illustrates the index scores for this campus. The score required to meet each index’s target is indicated below the index description and as a line on each bar. In 2017, to receive the Met Standard or Met Alternative Standard accountability rating, districts and campuses must meet targets on three indices: Index 1 or Index 2 and Index 3 and Index 4.

2017 Accountability Rating
Met Standard
For 2017 state accountability, campuses are rated as Met Standard, Improvement Required, or Not Rated. The rating, Met Alternative Standard, is assigned to charters and alternative education campuses evaluated under alternative education accountability (AEA) provisions.

Distinction Designations
Top 25% Closing Perform Gaps | Postsecondary Readiness

School and Student Information
This section provides demographic information about the campus, including attendance rates; enrollment percentages for various student groups; student mobility rates; and class size averages at the campus, district, and state level, where applicable.

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</tr>
</thead>
<tbody>
<tr>
<td>Attendance Rate (2015-16)</td>
<td>94.6%</td>
<td>96.3%</td>
</tr>
<tr>
<td>Enrollment by Race/Ethnicity</td>
<td></td>
<td></td>
</tr>
<tr>
<td>African American</td>
<td>4.2%</td>
<td>2.2%</td>
</tr>
<tr>
<td>Hispanic</td>
<td>89.7%</td>
<td>92.6%</td>
</tr>
<tr>
<td>White</td>
<td>4.0%</td>
<td>3.6%</td>
</tr>
<tr>
<td>American Indian</td>
<td>0.1%</td>
<td>0.2%</td>
</tr>
<tr>
<td>Asian</td>
<td>1.0%</td>
<td>0.6%</td>
</tr>
<tr>
<td>Pacific Islander</td>
<td>0.3%</td>
<td>0.1%</td>
</tr>
<tr>
<td>Two or More Races</td>
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<td>0.7%</td>
</tr>
<tr>
<td>Enrollment by Student Group</td>
<td></td>
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</tr>
<tr>
<td>Economically Disadvantaged</td>
<td>61.8%</td>
<td>71.2%</td>
</tr>
<tr>
<td>English Language Learners</td>
<td>7.3%</td>
<td>21.4%</td>
</tr>
<tr>
<td>Special Education</td>
<td>7.7%</td>
<td>8.7%</td>
</tr>
<tr>
<td>Mobility Rate (2015-16)</td>
<td>15.2%</td>
<td>14.1%</td>
</tr>
</tbody>
</table>

School Financial Information (2015-16)
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<td>Instructional Expenditure Ratio</td>
<td>n/a</td>
<td>62.7%</td>
</tr>
</tbody>
</table>

Expenditures per Student
Total Operating Expenditures
<table>
<thead>
<tr>
<th>Campus</th>
<th>District</th>
<th>State</th>
</tr>
</thead>
<tbody>
<tr>
<td>$6,239</td>
<td>$8,380</td>
<td>$9,373</td>
</tr>
<tr>
<td>Instruction</td>
<td>$4,304</td>
<td>$4,742</td>
</tr>
<tr>
<td>Instructional Leadership</td>
<td>$84</td>
<td>$92</td>
</tr>
<tr>
<td>School Leadership</td>
<td>$461</td>
<td>$511</td>
</tr>
</tbody>
</table>

For more information about this campus, please see the Texas Academic Performance Report at https://rptsrv1.tea.texas.gov/perfreport/tapr/2017/index.html.
1. §11.9(c)(4) - Opportunity Index (Competitive HTC and Direct Loan Applications Only)

- Development Site is located entirely within a census tract that has a poverty rate that is less than 20% or that is less than the median poverty rate for the region, whichever is higher.
- The census tract has a median household income rate in the two highest quartiles within the region.
- The census tract has a median household income in the third quartile within the region, and is contiguous to a census tract in the first or second quartile without physical barriers such as highways or rivers between, and the Development Site is no more than 2 miles from the boundary between the census tracts. A map showing the Development Site, location of the border, scale showing distance, and other applicable evidence is included.

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

- Development is Urban and Development Site is within the required radius of eligible amenities and/or services, pursuant to §11.9(c)(4)(B)(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.

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

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

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

If necessary, provide a brief summary of how the Development Site is justifying the points selected:
The Development site is withing the required distances of the eligible amenities and services pursuant to 11.9(c)(4)(B)(ii) of the QAP. Attached are the required maps and documentation that illustrates justification.
2. **§11.9(c)(5) - Underserved Area (Competitive HTC and Direct Loan Applications Only)**

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 (Note: Not eligible if application qualifies for Opportunity Index points);
- Entirely within the boundaries of an Economically Distressed Area (Note: Not eligible if application qualifies for Opportunity Index points);
- Entirely within a census tract that does not have a Development that was awarded less than 30 years ago according to the Department’s property inventory tab of the Site Demographic Characteristics Report;
- Entirely within a census tract that does not have a Development that was awarded less than 15 years ago according to the Department’s property inventory tab of the Site Demographic Characteristics Report;
- Entirely within a census tract whose boundaries are wholly within an incorporated area and the census tract itself and all of its contiguous census tracts do not have a Development that was awarded less than 15 years ago according to the Department’s property inventory tab of the Site Demographic Characteristics Report. This item will apply in Places with a population of 150,000 or more, and will not apply in the At-Risk Set-Aside.

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

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

3. **§11.9(c)(7) - Proximity to the Urban Core (Competitive HTC Applications Only)**

- Development Site is located in a Place with a population over 200,000 and is not in the At-Risk Set-Aside.  
AND
- Population of Place is 200,000-499,999 and Development is located w/in 2 miles of the main municipal government administration building.  
OR
- Population of Place is 500,000 or more and Development is located w/in 4 miles of the main municipal government administration building.

Application is seeking points for Proximity to the Urban Core.  
Total Points Claimed: 

4. **§11.9(d)(7) - Concerted Revitalization Plan (Competitive HTC Applications Only)**

Region: 13 Urban

- Development is in an Urban Area.
- Application includes a copy of the plan or a link to the online plan and a description of where specific information required can be found in the plan.
- Plan is current at the time of Application and officially continues for a minimum of three years thereafter.
- Plan has been adopted by the municipality or county and resolution or certification is attached.
- Letter from appropriate local official, target area map, and supporting documentation are provided.
- Development is explicitly identified by the municipality or county as contributing more than any other to the concerted revitalization efforts of the municipality, county or distinct district; resolution stating such is provided.
- Evidence of sufficient, documented and committed funding to accomplish the plan's purposes on its established timetable is provided.
- No points were claimed for Opportunity Index, but location would qualify for at least 4 points under §11.9(c)(4)(B):

<p>| | |</p>
<table>
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<tr>
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<tbody>
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</tbody>
</table>

- A map showing the Development Site, scale showing radius, location of the amenities, and evidence that the amenity meets all requirements of the rule, as applicable, is included.
- No members of the Applicant or Affiliates had an ownership position in a selected amenity or served on the board or staff of a nonprofit that owned or managed a selected amenity within the year preceding the Pre-Application Final Delivery Date.

OR
Development is in a Rural Area.  
Development has been leased at 85% or more for the six months preceding Application by low income households (excluding unlivable units identified in CNA);  

AND  
Development was constructed 25 or more years prior to Application submission as either public housing or as affordable housing with support from USDA, HUD, HOME, or CDBG;  

AND, if applicable,  
demolition and relocation of units has been determined locally to be necessary to comply with Affirmatively Furthering Fair Housing Rule or to create acceptable distance from Undesirable Neighborhood Characteristics.  

Development is explicitly identified in a resolution by the municipality or county as contributing more than any other to the concerted revitalization efforts of the municipality or county; letter from Governing Body stating such is provided behind this tab.  

No points were claimed for Opportunity Index, but location would qualify for at least 4 points under §11.9(c)(4)(B):  

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 behind this tab.  

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.  

5. §11.9(d)(3) - Declared Disaster Area Scoring (Competitive HTC Applications ONLY)  

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

Application is seeking points for Declared Disaster Area.  

6. §11.9(c)(8) - Readiness to Proceed in Disaster Impacted Counties (Competitive HTC Applications ONLY)  

Application meets all of the following requirements:  

Application is for a proposed Development located in a county declared by FEMA to be eligible for individual assistance within the year proceeding the Full Application Delivery Date.  

Application includes evidence that the Applicant will close all financing on or before October 31, 2018.  

Application includes evidence that the Applicant will fully execute the construction contract on or before October 31, 2018.  

Application includes evidence that appropriate zoning will be in place at award.  

Application includes a DETAILED narrative description of each piece of evidence provided and how that evidence proves that the Applicant will close all financing and fully execute the construction contract on or before October 31, 2018.
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 for the amenity
- Print-out from DFPS website confirming daycare licensed to serve relevant age groups
  (http://www.dfps.state.tx.us/Child_Care/Search_Texas_Child_Care/ppFacilitySearchDayCare.asp)
- Crime rate information for census tract from Neighborhood Scout or local data source dated after October 1, 2017, including the computation used to determine the crime rate
  (https://www.neighborhoodscout.com)
- Print-out from THECB website confirming accreditation of university or community college
  http://www.txhighereddata.org/Interactive/Institutions.cfm
- Evidence of regular and recurring substantive services provided by community, civic or service organization, as applicable
- 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/colonia)
  - 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.
- For Economically Distressed Areas:
  (http://www.twdb.texas.gov/financial/programs/EDAP/index.asp)
  - A letter or correspondence from Texas Water Development Board indicating the boundaries of the EDA; and
  - Map showing development site boundaries, relative to EDA boundaries.
- For other items:
  - Development must be awarded 2002 or earlier for 15-year threshold and 1987 or earlier for 30-year threshold.
  The Site Demographic Characteristics Report is posted on the Department's website at
  http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm
  - Map with Development Site boundaries indicated, relative to census tract boundaries
  - Map with census tract boundaries indicated, relative to boundaries of incorporated area, if applicable
  - Map with all contiguous census tracts, if applicable

**Proximity to Urban Core (Competitive HTC Only)**

- Map with the appropriate radius, City Hall location, and evidence of meetings regularly scheduled for City Council, City Commission, or similar governing body.
Concerted Revitalization Plan (Competitive HTC Only)

Urban:

- Copy of the plan, or link to electronic copy. Plan must document that 11.9(d)(7)(A)(i)(I-V) are met.
- Map of target area(s) with location of Development Site clearly identified.
- Resolution adopting the Concerted Revitalization Plan or resolution of delegation and other documentation.
- Resolution identifying Development as contributing more than any other to revitalization effort.
- Letter from appropriate local official providing documentation of measurable improvements.
- Evidence of committed funding.
- For each amenity, supporting documentation to evidence that the amenity meets each Opportunity Index requirement for the amenity.

Rural:

- Current rent roll.
- Evidence Development constructed 25 or more years prior to application (1992 or earlier).
- Evidence Development is public housing or affordable housing supported by USDA, HUD, HOME or CDBG.
- Evidence demolition and relocation of units has been determined locally to be necessary to comply with Affirmatively Furthering Fair Housing Rule or to create acceptable distance from Undesirable Neighborhood Characteristics, if applicable.
- Resolution from appropriate Governing Body describing concerted revitalization effort and identifying Development as contributing more than any other to such effort.
- For each amenity, supporting documentation to evidence that the amenity meets each Opportunity Index requirement for the amenity.

Declared Disaster Area:

- The county in which the Development Site is located is listed on the 2018 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 the time of early Application submission (January 26, 2018), at the Full Application Delivery Date, or at any time within the two-year period preceding the Full Application Delivery Date (as of March 1, 2016).

Readiness to Proceed

- The county in which the Development Site is located is listed on the 2018 List of Declared Disaster Areas eligible for points under 10 TAC §11.9(c)(8) (no further documentation is required).
- Evidence that the Applicant meets the requirements for Readiness to Proceed. Pursuant to 10 TAC 11.9(c)(8), the Application must include evidence that appropriate zoning will be in place at award (July 26, 2018).
- Application includes evidence that appropriate zoning will be in place at award.

Further, the Application must include evidence that the Applicant will close all financing and fully execute the construction contract on or before the last business day of October 2018. Examples of the kinds of documentation that may be used to evidence those milestones are listed below. Applicants may select any of these items, or use the “Other” selections to describe the evidence presented.

Each piece of evidence provided must be accompanied by a detailed narrative describing how that piece of evidence will allow the Applicant to meet the requirements. If evidence is not included behind this tab, use the space to describe where in the Application the evidence can be found. Evidence may include, but is not limited to:

- Loan or equity commitments with evidence of completed due diligence
- Confirmation from lender that non-refundable application and/or due diligence fee has been paid to lender and/or equity provider
| Evidence from lender of the lenders’ critical path schedule for underwriting and approval including when application fees will be paid and third party reports reviewed. |
| Evidence from lender that the lenders’ third party reports have been ordered |
| Signed architect contract |
| Critical path schedule with specific anticipated date for each milestone for site development and building permitting from the architect of record |
| Permit-ready architectural plans |
| Evidence that Site Plan has been submitted for permit and received by the appropriate permitting authority |
| Description from architect of record of current stage of architectural plans |
| Evidence that site development permit application has been submitted and received by the appropriate permitting authority |
| Description of timing for property acquisition |
| Description of timing for construction permits |
| Evidence of selection of construction contractor |
| Description of timing for execution of construction contracts |
| For any applicable public entity, evidence that contract procurement(s) has been issued per 2 CFR 200 |
| For any applicable public entity, evidence that contract procurement(s) has been completed per 2 CFR 200 |
| Detailed construction schedule including groundbreaking, start of site work, start of vertical construction, etc. |
| Project execution plan |
| Other (describe): |
§11.9 (c)(4)(A)(i) Opportunity Index

The Development Site is located entirely within a census tract that has a poverty rate less that the greater of 20% or the median poverty rate for the region, with a median household income in the two highest quartiles within the uniform service region.

• Back up paperwork attached behind coverpage.
<table>
<thead>
<tr>
<th>Region</th>
<th>Census Tract</th>
<th>County</th>
<th>County FIPS</th>
<th>Poverty Rate</th>
<th>Median Poverty Rate by Region</th>
<th>Poverty Rate Rank</th>
<th>Median Income - Household</th>
<th>Q3 Income &gt;</th>
<th>Q2 Income &gt;</th>
<th>Q1 Income &gt;</th>
<th>Median Household Income Quartile</th>
</tr>
</thead>
<tbody>
<tr>
<td>13</td>
<td>4814000333</td>
<td>El Paso</td>
<td>48141</td>
<td>17.1</td>
<td>24.15</td>
<td>OK</td>
<td>54909</td>
<td>27976.25</td>
<td>37482</td>
<td>50248.75</td>
<td>1q</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)
B19013

MEDIAN HOUSEHOLD INCOME IN THE PAST 12 MONTHS (IN 2015 INFLATION-ADJUSTED DOLLARS)
Universe: Households
2011-2015 American Community Survey 5-Year Estimates

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

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

Tell us what you think. Provide feedback to help make American Community Survey data more useful for you.

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

<table>
<thead>
<tr>
<th>Census Tract 103.31, El Paso County, Texas</th>
</tr>
</thead>
<tbody>
<tr>
<td>Median household income in the past 12 months (in 2015 Inflation-adjusted dollars)</td>
</tr>
<tr>
<td>Estimate</td>
</tr>
<tr>
<td>54,909</td>
</tr>
</tbody>
</table>

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

While the 2011-2015 American Community Survey (ACS) data generally reflect the February 2013 Office of Management and Budget (OMB) definitions of metropolitan and micropolitan statistical areas; in certain instances the names, codes, and boundaries of the principal cities shown in ACS tables may differ from the OMB definitions due to differences in the effective dates of the geographic entities.

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

Source: U.S. Census Bureau, 2011-2015 American Community Survey 5-Year Estimates

Explanation of Symbols:

1. An "***" entry in the margin of error column indicates that either no sample observations or too few sample observations were available to compute a standard error and thus the margin of error. A statistical test is not appropriate.
2. An "**" entry in the estimate column indicates that either no sample observations or too few sample observations were available to compute an estimate, or a ratio of medians cannot be calculated because one or both of the median estimates falls in the lowest interval or upper interval of an open-ended distribution.
3. An "*" following a median estimate means the median falls in the lowest interval of an open-ended distribution.
4. An "+" following a median estimate means the median falls in the upper interval of an open-ended distribution.
5. An "*****" entry in the margin of error column indicates that the median falls in the lowest interval or upper interval of an open-ended distribution. A statistical test is not appropriate.
6. An "****" entry in the margin of error column indicates that the estimate is controlled. A statistical test for sampling variability is not appropriate.
7. An "N" entry in the estimate and margin of error columns indicates that data for this geographic area cannot be displayed because the number of sample cases is too small.
Supporting documentation on code lists, subject definitions, data accuracy, and statistical testing can be found on the American Community Survey website in the Data and Documentation section.

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

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<table>
<thead>
<tr>
<th>Subject</th>
<th>Total</th>
<th>Census Tract 103.31, El Paso County, Texas</th>
<th>Percent below poverty level</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Estimate</td>
<td>Margin of Error</td>
<td>Below poverty level</td>
</tr>
<tr>
<td>Population for whom poverty status is determined</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>AGE</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Under 18 years</td>
<td>12,416</td>
<td>+/-922</td>
<td>2,119</td>
</tr>
<tr>
<td>Under 5 years</td>
<td>4,435</td>
<td>+/-612</td>
<td>1,035</td>
</tr>
<tr>
<td>5 to 17 years</td>
<td>1,352</td>
<td>+/-329</td>
<td>357</td>
</tr>
<tr>
<td>Related children of householder under 18 years</td>
<td>3,083</td>
<td>+/-568</td>
<td>678</td>
</tr>
<tr>
<td>18 to 64 years</td>
<td>4,435</td>
<td>+/-612</td>
<td>1,035</td>
</tr>
<tr>
<td>18 to 34 years</td>
<td>3,725</td>
<td>+/-544</td>
<td>444</td>
</tr>
<tr>
<td>35 to 64 years</td>
<td>3,630</td>
<td>+/-430</td>
<td>598</td>
</tr>
<tr>
<td>60 years and over</td>
<td>864</td>
<td>+/-298</td>
<td>107</td>
</tr>
<tr>
<td>65 years and over</td>
<td>626</td>
<td>+/-291</td>
<td>42</td>
</tr>
<tr>
<td>SEX</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Male</td>
<td>6,525</td>
<td>+/-592</td>
<td>1,059</td>
</tr>
<tr>
<td>Female</td>
<td>5,891</td>
<td>+/-604</td>
<td>1,060</td>
</tr>
</tbody>
</table>

RACE AND HISPANIC OR LATINO ORIGIN
§ 11.9 (c)(4)(B)(i) Opportunity Index

(AMENITIES)

- Full Grocery Store
- Pharmacy
- Outdoor Public Space

Maps with radius', pictures, and back up documentation are included behind cover page.
11.9(c)(4)(B)(i)(III) - Within 1 mile of a full service Grocery Store (1 point)
Walmart Neighborhood Market—Full Service Grocery Store located on 3590 N. Zaragoza Road El Paso, TX 79938 and is less than 1,500 feet from Edgemere Palms.
Includes a full service Pharmacy.

11.9(c)(4)(B)(i)(IV) - Within 1 mile of a Pharmacy (1 point)
Walmart Neighborhood Market—Full Service Grocery Store with a full service pharmacy within same building located on 3590 N. Zaragoza Road El Paso, TX 79938 and is less than 1,500 feet from Edgemere Palms.

11.9(c)(4)(B)(i)(VII) - Within 1 mile of Outdoor Public Space (1 point)
Tim Foster Park—City of El Paso Public Park on 14401 Smokey Point Dr. El Paso, TX 79938 4,000 feet from site. Includes a lighted basketball court, playground, and walking trails.
News and events

Oct. 27, 2017
We have a variety of Pumpkins here at 6813!!

Oct. 27, 2017
Come purchase your pumpkin for Halloween at your neighborhood Walmart 6813!

Oct. 27, 2017
&gt;1st in the Region on CMN Donations thank you Nicole for raising more than 2,000 dollars. Excellent associates for pushing CMN donation and we will continue to exceed our goal through out Nov 3. =)

Read more on our Facebook page.
OUTDOOR RECREATIONAL FACILITY with basketball court and walking trail, within 4200 feet from Edgemere.
| PARK/FACILITY ADDRESS       | SPOT | Zip Code | ADDRESS           | Total Acres | Total Turf Acres | Practice Field | Back Stops | Natural/Undeveloped Acres | Irrigation (A=auto; M=manual, X=none) | Shelter/Reserve | Rec /Sports Center | Sr Center | Sr Ctr Sq Feet | Pool | Pool Sq Feet | Spray Park | Permanent Restrooms | Perm RR Sq Feet | RR / Concessions Building | RR/Con Sq Feet | Concession Buildings | Total Tennis Courts | Lighted Tennis Courts | Total BB Courts Full | Lighted BB Cts Full | Total BB Courts Half | Lighted BB Courts Half | Total Flat Fields | Lighted Flat Fields | Total Softball Fields | Lighted Softball Fields | Total Baseball Fields | Lighted Baseball Fields | Bleachers | Scoreboards (at sports fields) | Play Structures | Swing | Canopy | Rock Enclosure | Hand Ball Courts | Volleyball Courts | Picnic Tables | Benches | Trash Receptacle - (Furnishings) | Trash Receptacles (Barrel/Drum) | Dog Waste Bag Dispenser | Skate In-Ground | Skate Modular | BMX Track | Path Trail Miles | On-Site Parking Spaces | Exercise Equipment Units | Trees |  |
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§11.9 (c)(4)(B)(i) Opportunity Index
(AMENITIES)

- Health Care Facilities
- Licensed Daycare

Maps with radius’, pictures, and back up documentation are included behind cover page.
Within 3 miles of a health related facility, such as a full service hospital, community health center, minor emergency center, emergency room or urgent care facility.

The following health related facilities are within 3 miles of Edgemere Palms:

- UCare Urgent Care is located on 3051 N Zaragoza Rd, El Paso, TX 79938 and offers services such as X-Rays & Diagnoses, Occupational Health, Immunizations, Physicals, illness, injuries,

- MedPost Kids Urgent Care is located on 12371 Edgemere Blvd #207, El Paso, TX 79938 and offers treatments for, Allergies & asthma, Broken bones & fractures, Burns, Cuts & scrapes, Insect bites & stings, Lacerations, On-the-job injuries, Sprains & strains.

- The Hospitals of Providence East Campus is located on 3280 Joe Battle Blvd, El Paso, TX 79938 and provides services such as Back & Spine, Cancer, Children's Services, Diagnostic Imaging, Digestive Disorders, Emergency Services, Heart Care, Imaging, Lab Services, Mother & Baby, Orthopedics, Rehabilitation Services, Respiratory, Urology, Women's Health, Wound Care.

Within 2 miles of a center that is licensed by the Department of Family and Protective Services.

The following Daycares provide a school-age program and child care program for infants, toddlers, and/or pre-kindergarten less than two miles away from Edgemere Palms.

- Everyday Sunshine Children's Daycare is located on 12770 Edgemere Blvd, El Paso, TX 79938 and is less than 1.5 miles from Edgemere Palms.

- Aladdin Day Care is located on 14087 Pebble Hills Blvd, El Paso, TX 79938 and is less than 1.5 miles from Edgemere Palms.

- A Place to Grow is located on 14251 Edgemere, El Paso, TX 79938 and is less than 1,500 feet from Edgemere Palms.
Urgent Care Services in El Paso, TX

Urgent Care Doctors at UCare Clinics are Ready to Serve You 7 Days a Week. We are a Walk-in Clinic Located at 3051 North Zaragoza Rd, El Paso, TX 79938. Call (915) 213-7222.
El Paso - Edgemere

Pediatric Urgent Care | 79938

12371 Edgemere Boulevard
#207
El Paso, Texas 79938

P: 915-856-0008
F: 915-856-0055
M-F: 8 AM-8 PM
Sa-Su: 8 AM-8 PM

DIRECTIONS

CHECK IN ONLINE
MEDPOST KIDS: PEDIATRIC URGENT CARE TREATMENT NEAR EL PASO

At MedPost in El Paso, we strive to improve the health of your entire family.

To accomplish this, we have opened a MedPost Kids Urgent Care to serve all of your infant's or child's medical needs. We offer a variety of pediatric care services to improve the health of your child – not just for now, but well into the future. From coughs to fevers, our team of pediatric-trained providers has the knowledge and experience to treat symptoms quickly and efficiently. We'll help take the stress and anxiety out of bringing your little one to the doctor.

Our East El Paso MedPost Kids Urgent Care clinic focuses on pediatrics and tends to the needs of patients 18 years old and younger. We treat urgent care patients of every age at our other El Paso clinics, as well as at our clinics across the US. Getting you or your child to feel better and healthier is our priority at MedPost.

Directions to MedPost in El Paso

If you are driving east on TX-375 Loop West, take exit 38 toward Edgemere Boulevard. Merge onto Joe Battle Boulevard and in 0.2 miles, turn left onto Edgemere Boulevard. MedPost is located 0.6 miles down the road on the left next to Dunkin' Donuts.

Get Directions
In addition to MedPost Kids El Paso, MedPost offers urgent care services at our clinics in Central El Paso, Dallas, El Paso, McKinney, Rockwall- N. Goliad Street and Rockwall - Ridge Road TX, as well as nationwide.

Businesses Near MedPost El Paso Edgemere

The MedPost Urgent Care Edgemere clinic is located in the Edgemere Crossing shopping center, at the Edgemere Boulevard and Tierra Este Road intersection, across from Walgreen’s and Bahama Buck’s. Our facility is off the Joe Battle Boulevard/360 loop, and is close by to The Hospitals of Providence - East Campus and El Dorado High School. There is plenty of parking for patients.

Medpost
MedPost healthcare providers have experience in urgent care, pediatrics, wellness, and occupational health and provide services in El Paso, TX for residents of the El Dorado West, Tierra Rica, Sun Ridge North, and Loma Linda areas.

12371 Edgemere Boulevard #207
El Paso, TX 79938
Phone: 915-856-0008

If you have never visited a MedPost previously, we welcome you to print and complete the patient registration form and bring it with you at the time of your visit to expedite the check-in process.

DOWNLOAD PATIENT REGISTRATION FORM

EL PASO - EDGEMERE SERVICES & INFORMATION:

Proud partner of the

[Providence Children's Hospital logo]
East Campus

When you visit us, you will benefit from our:

- Full-service 182 bed hospital featuring 6 Neonatal Intensive Care beds, 24 Intensive Care Unit beds, a 38-bed Emergency Department including 8 Fast Track beds, and more
- Advanced health care services in Back & Spine, Cancer, Children's Services, Diagnostic Imaging, Digestive Disorders, Emergency Services, Heart Care, Imaging, Lab Services, Mother & Baby, Orthopedics, Rehabilitation Services, Respiratory, Urology, Women's Health, Wound Care, and Outpatient vascular access services to include 3CG Ultrasound Guided PICC/Midline insertions
- Complete in-house diagnostic imaging and lab services
Services
Back & Spine, Cancer, Children's Services, Diagnostic Imaging, Digestive Disorders, Emergency Services, Heart Care, Imaging, Lab Services, Mother & Baby, Orthopedics, Rehabilitation Services, Respiratory, Urology, Women’s Health, Wound Care
Everyday Sunshine Children's Daycare
12770 Edgemere Blvd, El Paso, TX 79938

Image capture: Jul 2017    Images may be subject to copyright.

Jonathan Lozoya

Photo - Jul 2017
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: 1545903
Operation Type: Licensed Center
Program Provided: Child Care Program
Operation/Caregiver Name: Everyday Sunshine Children’s Daycare
Location Address: 12770 EDGEMERE BLVD BLDG G
EL PASO, TX 79938
Mailing Address: 12770 EDGEMERE BLVD BLDG G
EL PASO, TX 79938
Phone Number: 915-855-6848
County: EL PASO
Website Address: everydaysunshinedaycare@yahoo.com
Email Address: everydaysunshinedaycare@yahoo.com
Administrator/Director Name: Martina Torres
Type of Issuance: Full Permit
Issuance Date: 3/6/2015
Conditions on Permit: Yes
Accepts Child-Care Subsidies: Yes
Hours of Operation: 05:00 AM-07:30 PM
Days of Operation: Monday - Friday
Total Capacity: 141
Licensed to Serve Ages: Infant, Toddler, Pre-Kindergarten, School
Number Of Admin Penalties: 0
Corrective Action: No
Adverse Action: No
Temporarily Closed: No

Two 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 two years, Licensing conducted the following:

  - 14 - Inspections
  - 0 - Assessments
  - 1 - Self Reported Incidents
  - 5 - 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 two year history.

Two Year Compliance Summary

- During the last two years, 2147 standards were evaluated for compliance at this operation.

- Of the standards evaluated 5 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 two years are as follows:

  0 were weighted as High
  2 were weighted as Medium - High
  3 were weighted as Medium
  0 were weighted as Medium - Low
  0 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.
Aladdin Day Care—14087 Pebble Hills Blvd, El Paso, TX 79938
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: 1647134
Operation Type: Licensed Center
Program Provided: Child Care Program
Operation/Caregiver Name: Aladdin Day Care IV
Location Address: 14087 PEBBLE HILLS BLVD # C1
EL PASO, TX 79938
Mailing Address: 14087 PEBBLE HILLS BLVD # C1
EL PASO, TX 79938
Phone Number: 915-540-9039
County: EL PASO
Website Address: 
Email Address: 
Administrator/Director Name: Sandra Gutierrez
Type of Issuance: Full Permit
Issuance Date: 8/22/2017
Conditions on Permit: No
Accepts Child-Care Subsidies: Yes
Hours of Operation: 05:30 AM-08:00 PM
Days of Operation: Monday - Saturday
Total Capacity: 51
Licensed to Serve Ages: Infant, Toddler, Pre-Kindergarten, School
Number Of Admin Penalties: 0
Corrective Action: No
Adverse Action: No
Temporarily Closed: No

Two 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 two years, Licensing conducted the following:

  8 - Inspections
  0 - Assessments
  0 - Self Reported Incidents
  2 - Reports

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

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

Two Year Compliance Summary

- During the last two years, 2622 standards were evaluated for compliance at this operation.

- Of the standards evaluated 6 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 two years are as follows:

  2 were weighted as High
  4 were weighted as Medium - High
  0 were weighted as Medium
  0 were weighted as Medium - Low
  0 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.
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: 1630091-10751
Operation Type: Licensed Center
Program Provided: Child Care Program
Operation/Caregiver Name: A Place to Grow IV
Location Address: 14251 EDGEMERE
EL PASO, TX 79938
Mailing Address: 14251 EDGEMERE BLVD
EL PASO, TX 79938
Phone Number: 915-849-8890
County: EL PASO
Website Address: www.aplacetogrowep.com
Email Address:
Administrator/Director Name: Laura Newberry
Type of Issuance: Full Permit
Issuance Date: 1/13/2017
Conditions on Permit: Yes
Accepts Child-Care Subsidies: Yes
Hours of Operation: 05:00 AM-08:00 PM
Days of Operation: Monday - Friday
Total Capacity: 223
Licensed to Serve Ages: Infant, Toddler, Pre-Kindergarten, School
Number Of Admin Penalties: 0
Corrective Action: No
Adverse Action: No
Temporarily Closed: No

Two 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 two years, Licensing conducted the following:

  - 12 - Inspections
  - 0 - Assessments
  - 1 - Self Reported Incidents
  - 2 - Reports

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

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

**Two Year Compliance Summary**

- During the last two years, 3438 standards were evaluated for compliance at this operation.

- Of the standards evaluated 0 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 two years are as follows:

  0 were weighted as **High**
  0 were weighted as **Medium - High**
  0 were weighted as **Medium**
  0 were weighted as **Medium - Low**
  0 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.
§11.9 (c) (4) (B) (i) (XI) Opportunity Index
(Amenities)

- Indoor Recreational Facility

Maps with radius’, pictures, and back up documentation are included behind cover page.
11.9(c)(4) OPPORTUNITY INDEX

11.9(c)(4)(B)(i)(XI) - Within 1 mile of Indoor Public Space (1 point)

Cinemark East Montana and XD is a movie theater available to the public located on 12704 Montana Ave, El Paso, TX 79938 and is within 1 mile of Edgemere Palms.
# Showtimes for Thursday, February 15, 2018

**Black Panther**  
PG-13  134 min  
*REAL D 3D*  
Reserved Seating | No Passes  
---|---  
10:10pm  
7:30pm  11:10pm  
Reserved Seating | No Passes  
7:00pm  
Digital Cinema  
Reserved Seating | No Passes  
8:00pm  9:35pm  10:40pm  11:50pm  
12:01 am  

**Early Man**  
PG  89 min  
Digital Cinema  
Reserved Seating |  
7:10pm  

**Peter Rabbit**  
PG  95 min  
Digital Cinema  
Reserved Seating |  
11:25am  12:25pm  1:55pm  3:05pm  
4:30pm  5:30pm  7:00pm  8:15pm  
9:30pm  10:45pm  

**Fifty Shades Freed**  
R  105 min  
*REAL D 3D*  
Reserved Seating | No Passes  
11:15am  2:00pm  
Digital Cinema  
Reserved Seating |  
12:10pm  1:05pm  2:55pm  3:50pm  
4:45pm  5:40pm  6:35pm  7:30pm  
8:25pm  9:20pm  10:15pm  11:05pm  

**La Boda de Valentina**  
R  108 min  
Digital Cinema  
Reserved Seating |  
11:10am  1:50pm  4:35pm  7:25pm  
10:00pm  

**Winchester**  
PG-13  99 min  
Digital Cinema  
Reserved Seating |  
11:40am  1:00pm  2:10pm  3:30pm  
6:00pm  8:30pm  11:00pm  

**Den of Thieves**  
R  140 min  
Digital Cinema  
Reserved Seating |  
12:50pm  4:00pm  

**Paddington 2**  
PG  103 min  
Digital Cinema  
Reserved Seating |  
12:00pm  2:35pm  5:10pm  

**Coco**  
PG  105 min  
Digital Cinema  
Reserved Seating |  
11:00am  1:40pm  4:25pm
§11.9 (c)(4)(B)(i)(l) Opportunity Index (AMENITIES)

- Public Park

Map and back up documentation are included behind cover page.
11.9(c)(4)(B)(i)(I) – Within 1/2 mile of Public Park on route with sidewalks for pedestrians (1 point)

Cielo Dorado Park (Found on Google as Tierra Del Este)—City of El Paso Public Park located on 14025 Tierra Creel Ln, El Paso, TX 79938, is less than 1,000 feet from site and includes a playground and picnic tables.
Parks and Recreation Resource Inventory

Carolina Rec Center
Carruso
Cavalry Man Triangle
Chaparral Linear Trail
Charl Ann Pond
Chelsea Pool
Chester Jordan
Chihuahuita

563 N Carolina
Dr
MV1
720 Prospect St N
C2
605 N. Santa Fe
St.
N
C3
Via de la Paz
T NW11
O
Charl Ann
S
NW
819 Chelsea
N
C6

3500 Nolan
Richardson
400 Charles Rd

Chihuahuita Rec Center 439 Charles Rd
11055 Loma Del
Chuck Heinrich
Norte Dr
14025 Tierra
Cielo Dorado Park
Creel
9030 Cosmos
Ave
Cielo Vista
7449 Northern
Cimarron
Pass Dr
Cimarron Cove Park
Cimarron Sage #2
Cimarron Sage Open
Reserve
Cleveland Square
Coach Jack D. Quarles
Cohen Stadium
Colonia Verde
Community Garden
Cork
Corral - Central
Corral - Mission Valley
Corral - Northeast
Corral - Northwest
Coyote Cave Park
Coyote Park
Crestmont
De Vargas
Desert Downs
Desert Garden Park

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C3

7 Rec Center
8 Pocket
Pocket
8 Urban
1 Linear
8 Basin
2 Pool

Neighborho
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8 Pocket

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# Riverbend
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T NW4 8 Linear
9700 Gateway
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U NE3 4 Special Use
Neighborho
5452 Ketchikan N NE4 4 od
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Stahala
U NE3 4 Garden
3327 Cork Dr
N
3 Pocket
E2
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Maint
4640 Delta Dr.
U
8 Corral
C4
7915 San Jose
S
Maint
Rd.
U LV4 7 Corral
4501 Hondo
S
Maint
Pass Dr.
U NE3 4 Corral
Frontera at
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Doniphan
U NW4 8 Corral
14337 Arabian
Neighborho
Point Ave.
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E9
3117 Coyote
Park Dr.
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Neighborho
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Trees

Exercise Equipment Units

On-Site Parking Spaces

Path Trail Miles

BMX Track

Skate Modular

Skate In-Ground

Dog Waste Bag Dispenser

Trash Receptacles (Barrel/Drum)

Trash Receptacle - (Furnishings)

Benches

Picnic Tables

Volleyball Courts

Hand Ball Courts

Rock Enclosure

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7
2.38

2

1

1

2.09

2.81

7

25

17.4

Railroad Dr @
Nations Tobin
3236 Perla
Pointe Dr.

1

0
0
0
0

1

2,880

2.1

Canopy

2

0
0

8 Rec Center

NE6

Swing

Play Structures

Scoreboards (at sports fields)

Bleachers

Lighted Baseball Fields

Total Baseball Fields

Lighted Softball Fields

Total Softball Fields

Lighted Flat Fields

Total Flat Fields

Lighted BB Courts Half

Total BB Courts Half

Lighted BB Cts Full

Total BB Courts Full

Lighted Tennis Courts

Total Tennis Courts

Con Bldg Sq Feet

Concession Buildings

RR/Con Sq Feet

RR / Concessions Building

Perm RR Sq Feet

0
0

0.25

10
1.15

Permanent Restrooms

Spray Park

Pool Sq Feet

Pool

Sr Ctr Sq Feet

Sr Center

R/S Sq. Feet

Rec /Sports Center

S/R Sq. Feet

Shelter/Reserve

Irrigation (A=auto; M=manual,
X=none)

Natural/Undeveloped Acres

Back Stops

Practice Field

Turf Acres
0.18

4 Community
Neighborho
N
5 od
E7
Neighborho
N
3 od
E1
Neighborho
N NW10 1 od

6935 Cactus
Thrush Dr.
7380 Canutillo
Run Dr.

C

E5
C3

Type

Total Acres

District

ADDRESS

PLD ZONE

PARK/FACILITY

Primary Classification

As of: June 15,
2017

1

1
1
1

6

26

2

12

10

51

1
1
1

2

14
6

17
1

1

Page 2 of 12

1

1

9


§ 11.9 (c)(4)(B)(i) Opportunity Index (AMENITIES)

- Property Crime Rate (≤ 26 per 1,000 person)
- Associates Degree (adults aged ≥ 25)

Back up documentation are included behind cover page.
EL PASO VIOLENT CRIMES

POPULATION: 681,124

<table>
<thead>
<tr>
<th></th>
<th>MURDER</th>
<th>RAPE</th>
<th>ROBBERY</th>
<th>ASSAULT</th>
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</thead>
<tbody>
<tr>
<td>Report Total</td>
<td>17</td>
<td>326</td>
<td>412</td>
<td>1,801</td>
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<tr>
<td>Rate per 1,000</td>
<td>0.02</td>
<td>0.48</td>
<td>0.60</td>
<td>2.64</td>
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UNITED STATES VIOLENT CRIMES

POPULATION: 321,418,820

<table>
<thead>
<tr>
<th></th>
<th>MURDER</th>
<th>RAPE</th>
<th>ROBBERY</th>
<th>ASSAULT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Report Total</td>
<td>15,696</td>
<td>124,047</td>
<td>327,374</td>
<td>764,449</td>
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<tr>
<td>Rate per 1,000</td>
<td>0.05</td>
<td>0.39</td>
<td>1.02</td>
<td>2.38</td>
</tr>
</tbody>
</table>

PROPERTY CRIME INDEX

60
(100 is safest)

Safer than 60% of U.S. neighborhoods.

PROPERTY CRIME INDEX BY TYPE

<table>
<thead>
<tr>
<th>BURGLARY INDEX</th>
<th>THEFT INDEX</th>
<th>MOTOR VEHICLE THEFT</th>
</tr>
</thead>
<tbody>
<tr>
<td>87</td>
<td>49</td>
<td>95</td>
</tr>
</tbody>
</table>

PROPERTY CRIME COMPARISON (PER 1,000 RESIDENTS)

MY CHANCES OF BECOMING A VICTIM OF A PROPERTY CRIME

1 IN 56 in this Neighborhood
1 IN 50 in El Paso
1 IN 35 in Texas
The educational attainment for the population 25 years and over data is from table S1501 2011 - 2015 5-year American Community Survey (ACS). This data corresponds with the Opportunity Index scoring item at §11.9(c)(4) of the 2018 Qualified Allocation Plan (QAP). The QAP can be found at http://www.tdhca.state.tx.us/multifamily/nofas-rules.htm. Please contact

<table>
<thead>
<tr>
<th>Census Tract</th>
<th>Census Tract Abr.</th>
<th>Estimate Total</th>
<th>Associates Degree or Higher</th>
<th>Rate of Assoc degree or higher by Census</th>
</tr>
</thead>
<tbody>
<tr>
<td>48141010331</td>
<td>Census Tract 103.31, El Paso County, Texas</td>
<td>6829</td>
<td>1911</td>
<td>27.98%</td>
</tr>
</tbody>
</table>

Below is the most recent 5 year American Community Survey for Educational Attainment.

The educational attainment for the population 25 years and over data is from table S1501 2012 - 2016 5-year American Community Survey (ACS). This data corresponds with the Opportunity Index scoring item at §11.9(c)(4) of the 2018 Qualified Allocation Plan (QAP).

<table>
<thead>
<tr>
<th>Census Tract</th>
<th>Census Tract Abr.</th>
<th>Estimate Total</th>
<th>Associates Degree or Higher</th>
<th>Rate of Assoc degree or higher by Census</th>
</tr>
</thead>
<tbody>
<tr>
<td>48141010331</td>
<td>Census Tract 103.31, El Paso County, Texas</td>
<td>6747</td>
<td>2013</td>
<td>29.80%</td>
</tr>
<tr>
<td>Subject</td>
<td>Total</td>
<td>Margin of Error</td>
<td>Total</td>
<td>Margin of Error</td>
</tr>
<tr>
<td>--------------------------------------------------</td>
<td>------------------------</td>
<td>-----------------</td>
<td>---------</td>
<td>-----------------</td>
</tr>
<tr>
<td>Population 18 to 24 years</td>
<td>1,326</td>
<td>+/-319</td>
<td>(X)</td>
<td>+/-238</td>
</tr>
<tr>
<td>Less than high school graduate</td>
<td>211</td>
<td>+/-133</td>
<td>15.9%</td>
<td>+/-9.7</td>
</tr>
<tr>
<td>High school graduate (includes equivalency)</td>
<td>326</td>
<td>+/-153</td>
<td>24.6%</td>
<td>+/-9.2</td>
</tr>
<tr>
<td>Some college or associate's degree</td>
<td>719</td>
<td>+/-220</td>
<td>54.2%</td>
<td>+/-10.3</td>
</tr>
<tr>
<td>Bachelor's degree or higher</td>
<td>70</td>
<td>+/-62</td>
<td>5.3%</td>
<td>+/-4.6</td>
</tr>
<tr>
<td>Population 25 years and over</td>
<td>6,747</td>
<td>+/-481</td>
<td>(X)</td>
<td>+/-334</td>
</tr>
<tr>
<td>Less than 9th grade</td>
<td>657</td>
<td>+/-256</td>
<td>9.7%</td>
<td>+/-3.6</td>
</tr>
<tr>
<td>9th to 12th grade, no diploma</td>
<td>494</td>
<td>+/-255</td>
<td>7.3%</td>
<td>+/-3.6</td>
</tr>
<tr>
<td>High school graduate (includes equivalency)</td>
<td>1,517</td>
<td>+/-330</td>
<td>22.5%</td>
<td>+/-4.7</td>
</tr>
<tr>
<td>Some college, no degree</td>
<td>2,066</td>
<td>+/-366</td>
<td>30.6%</td>
<td>+/-5.1</td>
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<tr>
<td>Associate's degree</td>
<td>653</td>
<td>+/-193</td>
<td>9.7%</td>
<td>+/-3.0</td>
</tr>
<tr>
<td>Bachelor's degree</td>
<td>1,107</td>
<td>+/-256</td>
<td>16.4%</td>
<td>+/-3.6</td>
</tr>
<tr>
<td>Graduate or professional degree</td>
<td>981</td>
<td>+/-123</td>
<td>7.4%</td>
<td>+/-1.9</td>
</tr>
</tbody>
</table>

| Percent high school graduate or higher           | (X)                    | 82.9%           | +/-5.5  | (X)             | 83.2%   | +/-7.5          | (X)     | 82.7%           | (X)     |                 |
| Percent bachelor's degree or higher              | (X)                    | 20.2%           | +/-4.0  | (X)             | 20.1%   | +/-4.2          | (X)     | 20.2%           | (X)     |                 |

| Population 25 to 34 years                       | 2,517                  | +/-499          | (X)     | +/-366          | (X)     | 1,403           | +/-249  | (X)             | 1,114    | +/-249          | (X)     |                 |
| High school graduate or higher                   | 2,339                  | +/-461          | 92.9%   | +/-6.2          | 1,324   | 94.4%           | +/-237  | 91.1%           | 1,015    | +/-237          | 91.1%   | +/-7.5          |
| Bachelor's degree or higher                      | 578                    | +/-225          | 23.0%   | +/-8.6          | 317     | 22.8%           | +/-119  | 22.8%           | 242      | +/-126          | 23.5%   | +/-11.0         |

| Population 35 to 44 years                       | 1,924                  | +/-299          | (X)     | +/-223          | (X)     | 1,097           | +/-182  | (X)             | 827      | +/-182          | 97.9%   | +/-3.1          |
| High school graduate or higher                   | 1,760                  | +/-291          | 91.5%   | +/-4.9          | 950     | 86.6%           | +/-116  | 86.6%           | 810      | +/-192          | 97.9%   | +/-3.1          |
| Bachelor's degree or higher                      | 451                    | +/-149          | 23.4%   | +/-7.1          | 252     | 23.0%           | +/-105  | 23.0%           | 199      | +/-100          | 24.1%   | +/-11.1         |

| Population 45 to 64 years                       | 1,749                  | +/-267          | (X)     | +/-132          | (X)     | 780             | +/-201  | (X)             | 696      | +/-201          | (X)     |                 |
| High school graduate or higher                   | 1,350                  | +/-232          | 77.2%   | +/-6.6          | 533     | 76.0%           | +/-135  | 76.0%           | 757      | +/-175          | 78.1%   | +/-9.7          |
| Bachelor's degree or higher                      | 330                    | +/-122          | 18.9%   | +/-6.8          | 136     | 17.4%           | +/-8.5  | 17.4%           | 194      | +/-104          | 20.0%   | +/-9.6          |

| Population 65 years and over                    | 557                    | +/-206          | (X)     | +/-94           | (X)     | 325             | +/-181  | (X)             | 325      | +/-181          | (X)     |                 |
| High school graduate or higher                   | 477                    | +/-206          | 26.4%   | +/-18.5         | 54      | 23.3%           | +/-23.7 | 23.3%           | 93       | +/-76           | 28.6%   | +/-21.7         |
| Bachelor's degree or higher                      | 0                      | +/-20           | 0.0%    | +/-4.6          | 0       | 0.0%            | +/-14.9 | 0.0%            | 0        | +/-20           | 0.5%    | +/-10.9         |

### RACE AND HISPANIC OR LATINO ORIGIN BY EDUCATIONAL ATTAINMENT

- **White alone**: 5,782, +/-547
- **High school graduate or higher**: 4,884, +/-430
- **Bachelor's degree or higher**: 1,171, +/-265

[Source](https://factfinder.census.gov/faces/tableservices/jsf/pages/productview.xhtml?pid=ACS_16_5YR_S1501&prodType=table)
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<thead>
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<th>Estimate</th>
<th>Margin of Error</th>
<th>Percent Total</th>
<th>Margin of Error</th>
<th>Percent Males</th>
<th>Margin of Error</th>
<th>Percent Males</th>
<th>Femaales</th>
<th>Margin of Error</th>
<th>Percent Females</th>
</tr>
</thead>
<tbody>
<tr>
<td>White alone, not Hispanic or Latino</td>
<td>1,017</td>
<td>+/-269</td>
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<tr>
<td>High school graduate or higher</td>
<td>998</td>
<td>+/-272</td>
<td>98.1%</td>
<td>+/-3.0</td>
<td>95.0%</td>
<td>+/-3.6</td>
<td>95.9%</td>
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<tr>
<td>Bachelor's degree or higher</td>
<td>322</td>
<td>+/-178</td>
<td>37.6%</td>
<td>+/-13.2</td>
<td>30.5%</td>
<td>+/-16.7</td>
<td>31.5%</td>
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<tr>
<td>Black alone</td>
<td>618</td>
<td>+/-201</td>
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<td></td>
<td></td>
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<td></td>
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<td></td>
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<tr>
<td>High school graduate or higher</td>
<td>977</td>
<td>+/-176</td>
<td>93.7%</td>
<td>+/-9.5</td>
<td>90.0%</td>
<td>+/-11.5</td>
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<td>Bachelor's degree or higher</td>
<td>121</td>
<td>+/-82</td>
<td>19.6%</td>
<td>+/-13.2</td>
<td>16.5%</td>
<td>+/-18.8</td>
<td>17.7%</td>
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<tr>
<td>American Indian or Alaska Native alone</td>
<td>48</td>
<td>+/-53</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>High school graduate or higher</td>
<td>48</td>
<td>+/-53</td>
<td>100.0%</td>
<td>+/-6.0</td>
<td>100.0%</td>
<td>+/-6.5</td>
<td>100.0%</td>
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<td></td>
<td></td>
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<tr>
<td>Bachelor's degree or higher</td>
<td>28</td>
<td>+/-39</td>
<td>54.2%</td>
<td>+/-54.2</td>
<td>49.9%</td>
<td>+/-62.5</td>
<td>51.0%</td>
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<td></td>
<td></td>
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<tr>
<td>Asian alone</td>
<td>10</td>
<td>+/-17</td>
<td></td>
<td></td>
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<td></td>
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<tr>
<td>High school graduate or higher</td>
<td>10</td>
<td>+/-17</td>
<td>100.0%</td>
<td>+/-100.0</td>
<td>100.0%</td>
<td>+/-100.0</td>
<td>100.0%</td>
<td></td>
<td></td>
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<tr>
<td>Bachelor's degree or higher</td>
<td>10</td>
<td>+/-17</td>
<td>100.0%</td>
<td>+/-100.0</td>
<td>100.0%</td>
<td>+/-100.0</td>
<td>100.0%</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Native Hawaiian and Other Pacific Islander</td>
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<td>+/-20</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>High school graduate or higher</td>
<td>0</td>
<td>+/-20</td>
<td>-</td>
<td>**</td>
<td>-</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Bachelor's degree or higher</td>
<td>0</td>
<td>+/-20</td>
<td>-</td>
<td>**</td>
<td>-</td>
<td>**</td>
<td>-</td>
<td></td>
<td></td>
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<tr>
<td>Some other race alone</td>
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<td>+/-155</td>
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<tr>
<td>High school graduate or higher</td>
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<td>+/-154</td>
<td>94.7%</td>
<td>+/-4.3</td>
<td>91.0%</td>
<td>+/-14.7</td>
<td>94.0%</td>
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<tr>
<td>Bachelor's degree or higher</td>
<td>26</td>
<td>+/-31</td>
<td>9.8%</td>
<td>+/-11.0</td>
<td>8.2%</td>
<td>+/-10.1</td>
<td>8.0%</td>
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<tr>
<td>Two or more races</td>
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<td>+/-29</td>
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<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>High school graduate or higher</td>
<td>25</td>
<td>+/-29</td>
<td>100.0%</td>
<td>+/-93.7</td>
<td>100.0%</td>
<td>+/-96.0</td>
<td>100.0%</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bachelor's degree or higher</td>
<td>0</td>
<td>+/-20</td>
<td>0.0%</td>
<td>+/-93.7</td>
<td>0.0%</td>
<td>+/-96.0</td>
<td>0.0%</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Hispanic or Latino Origin</td>
<td>5,098</td>
<td>+/-551</td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>High school graduate or higher</td>
<td>4,005</td>
<td>+/-405</td>
<td>78.6%</td>
<td>+/-67</td>
<td>77.3%</td>
<td>+/-92</td>
<td>78.3%</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bachelor's degree or higher</td>
<td>860</td>
<td>+/-205</td>
<td>16.9%</td>
<td>+/-4.2</td>
<td>14.0%</td>
<td>+/-4.0</td>
<td>16.9%</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**POVERTY RATE FOR THE POPULATION 25 YEARS AND OVER FOR WHOM POVERTY STATUS IS DETERMINED BY EDUCATIONAL ATTAINMENT LEVEL**

| Less than high school graduate              | (X)      | 11.9%           | +/-10.3        | (X)              | 18.1%         | +/-18.1        | (X)           |          | 5.4%           | +/-7.1          |
| High school graduate (includes equivalency) | (X)      | 15.6%           | +/-6.6         | (X)              | 9.5%          | +/-7.8         | (X)           |          | 24.2%         | +/-15.4         |
| Some college or associate's degree          | (X)      | 17.4%           | +/-6.8         | (X)              | 12.2%         | +/-1.9         | (X)           |          | 32.6%         | +/-11.0         |
| Bachelor's degree or higher                 | (X)      | 9.6%            | +/-4.2         | (X)              | 14.0%         | +/-10.5        | (X)           |          | 4.7%          | +/-7.4          |

**MEDIAN EARNINGS IN THE PAST 12 MONTHS (IN 2016 INFLATION-ADJUSTED DOLLARS)**

| Population 25 years and over with earnings | 38,298   | +/-5,863         |               | 41,899          | +/-4,870       | (X)            | (X)           | 23,384   | +/-4,998        | (X)           |
| Less than high school graduate              | 23,143   | +/-10,948        |               | -               | **             | (X)            | (X)           | 8,884    | +/-5,966        | (X)           |
| High school graduate (includes equivalency) | 26,370   | +/-15,681        |               | 32,944          | +/-16,944      | (X)            | (X)           | 19,464   | +/-17,904       | (X)           |
| Some college or associate's degree          | 32,721   | +/-6,142         |               | 42,337          | +/-3,983       | (X)            | (X)           | 15,723   | +/-5,990        | (X)           |
| Bachelor's degree                           | 50,533   | +/-2,553         |               | 51,147          | +/-10,537      | (X)            | (X)           | 49,769   | +/-2,483        | (X)           |
| Graduate or professional degree             | 53,875   | +/-16,001        |               | 76,250          | +/-35,972      | (X)            | (X)           | 49,199   | +/-20,788       | (X)           |

Source: U.S. Census Bureau, 2012-2016 American Community Survey 5-Year Estimates

Explanation of Symbols:
An **"** entry in the margin of error column indicates that either no sample observations or too few sample observations were available to compute a standard error and thus the margin of error. A statistical test is not appropriate.
An +/- entry in the estimate column indicates that either no sample observations or too few sample observations were available to compute an estimate, or a ratio of medians cannot be calculated because one or both of the median estimates falls in the lowest interval or upper interval of an open-ended distribution.
An +/- following a median estimate means the median falls in the lowest interval of an open-ended distribution.

https://factfinder.census.gov/faces/tableservices/jsf/pages/productview.xhtml?pid=ACS_16_5YR_S1501&prodType=table
An ‘*’ following a median estimate means the median falls in the upper interval of an open-ended distribution.
An ‘**’ entry in the margin of error column indicates that the median falls in the lowest interval or upper interval of an open-ended distribution. A statistical test is not appropriate.
An ‘***’ entry in the margin of error column indicates that the estimate is controlled. A statistical test for sampling variability is not appropriate.
An ‘*’ entry in the estimate and margin of error columns indicates that data for this geographic area cannot be displayed because the number of sample cases is too small.
An ‘[X]’ means that the estimate is not applicable or not available.

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

Questions for “wage and salary” and “tips, bonuses and commissions” were asked separately for the first time during non-response follow-up via Computer Assisted Telephone Interview (CATI) and Computer Assisted Personal Interview (CAPI). Prior to 2013 these questions were asked in combination, “wages, salary, tips, bonuses and commissions.”

While the 2012-2016 American Community Survey (ACS) data generally reflect the February 2013 Office of Management and Budget (OMB) definitions of metropolitan and micropolitan statistical areas; in certain instances the names, codes, and boundaries of the principal cities shown in ACS tables may differ from the OMB definitions due to differences in the effective dates of the geographic entities.

Estimates of urban and rural population, housing units, and characteristics reflect boundaries of urban areas defined based on Census 2010 data. As a result, data for urban and rural areas from the ACS do not necessarily reflect the results of ongoing urbanization.
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>10+/-</td>
<td>10+/-</td>
<td>N/A</td>
<td>10+/-</td>
</tr>
</tbody>
</table>

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

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

2. **Site Control - §10.204(10)**

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

<table>
<thead>
<tr>
<th>Entity Name</th>
<th>Contact Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>River Oaks Properties, LTD</td>
<td>Tommy Lewis</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
<th>Date of Last Sale</th>
</tr>
</thead>
<tbody>
<tr>
<td>106 Mesa Park Dr.</td>
<td>El Paso</td>
<td>TX</td>
<td>79912</td>
<td>12/15/2017</td>
</tr>
</tbody>
</table>

Is the seller affiliated with the Applicant, Principal, sponsor, or any Development Team member? 

*No*

If "Yes," please explain: 

Did the seller acquire the property through foreclosure or deed in lieu of foreclosure? 

*No*

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

<table>
<thead>
<tr>
<th>Name:</th>
<th>Relationship:</th>
</tr>
</thead>
<tbody>
<tr>
<td>River Oaks Properties, LTD</td>
<td>None</td>
</tr>
</tbody>
</table>

Site Control is in the form of:

- [x] Contract for sale.
- [ ] Recorded Warranty Deed with corresponding executed closing/settlement statement.
- [ ] Contract for lease.

Expiration of Contract or Option: **9/25/2018**

Anticipated Closing Date: **12/31/2018**

3. **Site Control - §10.204(10)**

**Ingress/Egress and Easements (9% and 4% HTC Only) - §11.7**

Is land for ingress and/or egress and any easements held separate from the property described in the site control documents? 

*No*

If yes, describe how any such land is held. Identify the land owner and describe any agreements the Applicant has or will enter into with the land owner.
4. **30% increase in Eligible Basis “Boost” (9% and 4% HTC Only) - §11.4(c)**

Development qualifies for the boost for:

- Qualified Census tract that has less than 20% HTC Units per household
- Development is located in a Small Area Difficult Development Area (SADDA)
- Development is located in a 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 is in an area covered by a concerted revitalization plan and elects and is eligible for points under §11.9(d)(7), is not Elderly, and is not located in a QCT. (Competitive HTC only)
- Development includes an additional 10% of units at 30% AMI. Must be in addition to the number of units needed for any scoring item or any other funding source from MF Direct Loan requirements. (Competitive HTC only)

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**

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

If a revised form is submitted, date of submission: ___________________________
Support Documentation from Site Information Part III Should be Included Behind this Tab.

- [ ] Site Control Documentation
- [x] Title Commitment or Policy
- [ ] Each of the Direct Loan exhibits identified below (as applicable)

Increase in Eligible Basis (30% Boost)

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

Site & Neighborhood Standards (New Construction Direct Loan only)

Confirm the following supporting documents are provided behind this tab.

- [ ] Letters on company letterhead from local utility providers confirming the site has access to the following services: water and wastewater/sewer, electricity, garbage disposal and natural gas, if applicable.
- [ ] 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.
- [ ] A statement confirming that travel time and cost via public transportation or private automobile, from the neighborhood to places of employment providing a range of jobs for lower-income workers, is not excessive. This is not applicable for Developments proposing to serve Elderly.
1. PARTIES: Seller agrees to sell and convey to Buyer the Property described in Paragraph 2. Buyer agrees to buy the Property from Seller for the sales price stated in Paragraph 3. The parties to this contract are:

   Seller:  Tropicana Building II, LLC
   Address: 300 E. Main Suite 740, El Paso, TX
   Phone:  915-821-3550          Fax:  915-821-3556

   Buyer:  Edgemere Palms, LTD
   Address: 300 E. Main Suite 740, El Paso, TX
   Phone:  915-821-3550          Fax:  915-821-3556

2. PROPERTY:

   A. "Property" means that real property situated in El Paso County, Texas at 10+ AC Edgemere near Zaragoza El Paso, Texas 79938 (address) and that is legally described on the attached Exhibit A or as follows:

       APPROXIMATELY TEN ACRES ± OF 1 TIEÁRRA COMMERCIAL #1 (SEE ATTACHED EXHIBIT A)

   B. Seller will sell and convey the Property together with:
      (1) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, and rights-of-way;
      (2) Seller's interest in all leases, rents, and security deposits for all or part of the Property; and
      (3) Seller's interest in all licenses and permits related to the Property.

      (Describe any exceptions, reservations, or restrictions in Paragraph 11 or an addendum.)

3. SALES PRICE:

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

      (1) Cash portion payable by Buyer at closing.                      $ 1,132,560.00
      (2) Sum of all financing described in Paragraph 4                  $ 0
      (3) Sales price (sum of 3A(1) and 3A(2))                          $ 1,132,560.00

(TAR-1802) 2-8-02  Initialed for Identification by Buyer:  Buyer  Seller
B. **Adjustment to Sales Price:** (Check (1) or (2) only.)

☐ (1) The sales price will not be adjusted based on a survey.

☑ (2) The sales price will be adjusted based on the latest survey obtained under Paragraph 6B.
- (a) The sales price is calculated on the basis of $________ per:
  - (i) square foot of   ☐ total area   ☐ net area.
  - (ii) acre of   ☐ total area   ☐ net area.
- (b) “Total area” means all land area within the perimeter boundaries of the Property. “Net area” means total area less any area of the Property within:
  - (i) public roads;
  - (ii) rights-of-way and easements other than those that directly provide utility services to the Property; and
  - (iii) ____________________________
- (c) If the sales price is adjusted by more than _____% of the stated sales price, either party may terminate this contract by providing written notice to the other party within _____ days after the terminating party receives the survey. If neither party terminates this contract or if the variance is less than the stated percentage, the adjustment to the sales price will be made to the cash portion of the sales price payable by Buyer.

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

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

☐ B. **Assumption:** In accordance with the attached Financing Addendum, Buyer will assume the existing promissory note secured by the Property, which balance at closing will be $______________.

☐ C. **Seller Financing:** The delivery of a promissory note and deed of trust from Buyer to Seller under the terms of the attached Financing Addendum in the amount of $______________.

5. **EARNEST MONEY:**

A. Not later than 3 days after the effective date, Buyer must deposit $100 as earnest money with Stewart Title (title company and escrow agent) at 415 Mesa Street El Paso, TX 79901 (title company’s address). Buyer will deposit additional earnest money of $NA on or before: ☐ (i) the ____ th day after Buyer’s right to terminate under Paragraph 7B(3) expires; or ☐ (ii) ____________________________ The title company is the escrow agent under this contract.

B. If Buyer fails to timely deposit the earnest money, Seller may terminate this contract by providing written notice to Buyer before Buyer deposits the earnest money and may exercise Seller’s remedies under Paragraph 15.

C. Buyer may instruct the escrow agent to deposit the earnest money in an interest-bearing account at a federally insured financial institution and to credit any interest to Buyer.
6. TITLE POLICY AND SURVEY:

A. Title Policy:

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

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

(3) Buyer may object to any restrictive covenants on the Property within the time required under Paragraph 6C.

(4) Within _____ days after the effective date, Seller will furnish Buyer a commitment for title insurance (the commitment) including legible copies of recorded documents evidencing title exceptions. Seller authorizes the title company to deliver the commitment and related documents to Buyer at Buyer’s address.

B. Survey:

(1) Within 180 days after the effective date:

   ☑ (a) Buyer will obtain a survey of the Property at Buyer’s expense and deliver a copy of the survey to Seller.
   ☐ (b) Seller, at Seller’s expense, will furnish Buyer a survey of the Property dated after the effective date.

   ☐ (c) Seller will deliver a true and correct copy of Seller’s existing survey of the Property dated _________. Seller, at Seller’s expense:
      ☐ (i) will have the existing survey recertified on a date not earlier than _____________.
      ☑ (ii) will not have the existing survey recertified. Seller ☑ will ☐ will not deliver to the title company an affidavit required by the title company for approval of the survey that states that Seller knows of no changes or alterations to the Property as depicted on the survey.

(2) The survey required under Paragraph 6B(1) must be made by a Registered Professional Land Surveyor acceptable to the title company. The survey must:
   (a) identify the Property by metes and bounds or platted lot description;
   (b) show that the survey was made and staked on the ground with corners permanently marked;
   (c) set forth the dimensions and total area of the Property;
   (d) show the location of all improvements, highways, streets, roads, railroads, rivers, creeks or other waterways, fences, easements, and rights-of-way on the Property with all easements and rights-of-way referenced to their recording information;
   (e) show any discrepancies or conflicts in boundaries, any visible encroachments, and any portion of the Property lying in a special flood hazard area (an "A" or "V" zone as shown on the current Federal Emergency Management Agency (FEMA) flood insurance rate map); and
   (f) contain the surveyor’s certificate that the survey is true and correct.
C. **Buyer's Objections to the Commitment and Survey:**

(1) Within 60 days after Buyer receives the commitment, copies of the documents evidencing the title exceptions, and any required survey, Buyer may object in writing to matters disclosed in the items if:

(a) the matters disclosed constitute a defect or encumbrance to title other than those permitted by this contract or liens that Seller will satisfy at closing or Buyer will assume at closing; or

(b) the items show that any part of the Property lies in a special flood hazard area (an "A" or "V" zone as defined by FEMA);

(2) Seller may, but is not obligated to, cure Buyer's timely objections within 20 days after Seller receives the objections. The closing date will be extended as necessary to cure the objections. If Seller fails to cure the objections by the time required, Buyer may terminate this contract by providing written notice to Seller within 5 days after the time by which Seller must cure the objections. If Buyer terminates, the earnest money, less any independent consideration under Paragraph 7B(3)(a), will be refunded to Buyer.

(3) Buyer's failure to timely object or terminate under this Paragraph 6C is a waiver of Buyer's right to object except that Buyer will not waived the requirements in Schedule C of the commitment.

7. **PROPERTY CONDITION:**

**XX** A. Present Condition: (Check (1) or (2) only.)

☑ (1) Buyer accepts the Property in its present "as-is" condition.

☐ (2) Buyer accepts the Property in its present condition except that Seller, at Seller's expense, will complete the following before closing:

☐ (3) Feasibility:

(1) **Delivery of Property Information:** Within _____ days after the effective date, Seller will deliver to Buyer the following items to the extent that the items are in Seller's possession or are readily available to Seller. Any item not delivered is deemed not to be in Seller's possession or readily available to Seller. The items Seller will deliver are:

(a) copies of all current leases pertaining to the Property, including any modifications, supplements, or amendments to the leases;

(b) copies of all notes and deeds of trust against the Property that Buyer will assume or that Seller will not pay in full on or before closing;

(c) copies of all previous environmental assessments, studies, or analyses made or relating to the Property;

(d) property tax statements for the Property for the previous 2 calendar years;

(e) plats of the Property;

(f) copies of current utility capacity letters from the Property’s water and sewer service provider; and

(g) ____________________________________________________________


(TAR-1802) 2-8-02 Initiated for Identification by Buyer _______ Seller _______
(2) **Inspections, Studies, or Assessments:**

(a) Within **60** days after the effective date, Buyer, at Buyer's expense, may complete or cause to be completed inspections, studies, or assessments of the Property. Inspections, studies, or assessments may include, but are not limited to:

(i) physical property inspections;
(ii) economic feasibility studies;
(iii) environmental assessments; and
(iv) engineering studies.

(b) Buyer must:

(i) employ only trained and qualified inspectors and assessors;
(ii) notify Seller, in advance, of when the inspectors or assessors will be on the Property;
(iii) abide by any reasonable entry rules or requirements that Seller may require;
(iv) not interfere with existing operations or occupants of the Property; and
(v) restore the Property to its original condition if altered due to inspections, studies, or assessments that Buyer completes or causes to be completed.

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

(3) **Feasibility Period and Right to Terminate:** Buyer may terminate this contract for any reason within **60** days after the effective date by providing Seller with written notice of termination. If Buyer does not terminate within the time required, Buyer accepts the Property in its present "as is" condition with any repairs Seller is obligated to complete under this contract. **(Check only one box).**

☐ (a) If Buyer terminates under this Paragraph 7B(3), the earnest money will be refunded to Buyer less $__________ that Seller will retain as independent consideration for Buyer's right to terminate. Buyer has tendered the independent consideration to Seller upon payment of the full amount specified in Paragraph 5 to the escrow agent. The independent consideration is to be credited to the sales price only upon closing of the sale.

☐ (b) Buyer has paid Seller $__________ as independent consideration for Buyer's right to terminate by tendering such amount directly to Seller or Seller's agent. If Buyer terminates under this Paragraph 7B(3), the earnest money will be refunded to Buyer and Seller will retain the independent consideration. The independent consideration will not be credited to the sales price upon closing of the sale.

(4) **Return of Property Information:** If this contract terminates for any reason, Buyer will, not later than 10 days after the termination date: (i) return to Seller all those items described in Paragraph 7B(1) that Seller delivered to Buyer and all copies that Buyer made of those items; and (ii) deliver copies of all inspection and assessment reports (excluding economic feasibility studies) related to the Property that Buyer completed or caused to be completed. This Paragraph 7B(4) survives termination of this contract.

(5) **Contracts Affecting Operations:** After Buyer's right to terminate under 7B(3) expires, Seller may not enter into, amend, or terminate any other contract that affects the operations of the Property without Buyer's prior written approval.
8. BROKERS:

A. The brokers to this sale are:

<table>
<thead>
<tr>
<th>NA</th>
<th>NA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cooperating Broker</td>
<td>License No.</td>
</tr>
<tr>
<td>Address</td>
<td></td>
</tr>
<tr>
<td>Phone</td>
<td>Fax</td>
</tr>
<tr>
<td>Cooperating Broker represents buyer.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>NA</th>
<th>NA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal Broker</td>
<td>License No.</td>
</tr>
<tr>
<td>Address</td>
<td></td>
</tr>
<tr>
<td>Phone</td>
<td>Fax</td>
</tr>
<tr>
<td>Principal Broker: (Check only one box.)</td>
<td></td>
</tr>
<tr>
<td>□ represents Seller only.</td>
<td></td>
</tr>
<tr>
<td>□ represents Buyer only</td>
<td></td>
</tr>
<tr>
<td>□ is an intermediary between Seller and Buyer.</td>
<td></td>
</tr>
</tbody>
</table>

B. **Fees:** (Check only one box.)

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

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

  - Cooperating Broker a total cash fee of:
    - □ _____% of the sales price.
    - □ ____________________________

  - Principal Broker a total cash fee of:
    - □ _____% of the sales price.
    - □ ____________________________

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

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

C. The parties may not amend this Paragraph 8 without the written consent of the brokers affected by the amendment.

9. CLOSING:

A. The closing of the sale will be on or before **December 31, 2019** or within 7 days after objections to title have been cured, whichever date is later (the closing date). If either party fails to close by the closing date, the non-defaulting party may exercise the remedies in Paragraph 15.

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

1. with no liens, assessments, or other security interests against the Property which will not be satisfied out of the sales price unless securing loans Buyer assumes;
2. without any assumed loans in default; and
3. with no persons in possession of any part of the Property as lessees, tenants at sufferance, or trespassers except tenants under the written leases assigned to Buyer under this contract.

(TAR-1902) 2-8-02 Initiated for Identification by Buyer  SELLER
C. At closing, Seller, at Seller’s expense, will also deliver:
   (1) tax statements showing no delinquent taxes on the Property;
   (2) an assignment of all leases to or on the Property;
   (3) to the extent assignable, an assignment to Buyer of any licenses and permits related to the
       Property;
   (4) evidence that the person executing this contract is legally capable and authorized to bind Seller;
       and
   (5) any notices, statements, certificates, affidavits, releases, and other documents required by this
       contract, the commitment, or law necessary for the closing of the sale and issuance of the title
       policy, all of which must be completed by Seller as necessary.

D. At closing, Buyer will:
   (1) pay the sales price in good funds acceptable to the escrow agent;
   (2) deliver evidence that the person executing this contract is legally capable and authorized to bind
       Buyer; and
   (3) execute and deliver any notices, statements, certificates, or other documents required by this
       contract or law necessary to close the sale.

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

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

11. SPECIAL PROVISIONS: (Identify exhibit if special provisions are contained in an attachment.)

   This contract is assignable at buyer’s option to entities affiliated
   with or related to buyer entity.

12. SALES EXPENSES:

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

(1) all loan expenses (for example, application fees, origination fees, discount fees, buy-down fees, commitment fees, appraisal fees, assumption fees, recording fees, tax service fees, mortgagee title policy expenses, credit report fees, document preparation fees, Interest expense that Buyer's lender requires Buyer to pay at closing, loan related inspection fees, amortization schedule fees, courier fees, underwriting fees, wire transfer fees, and other fees required by Buyer's lender);

(2) preparation of any deed of trust;

(3) recording fees for the deed and any deed of trust;

(4) premiums for flood insurance as may be required by Buyer's lender;

(5) one-half of any escrow fee;

(6) copy and delivery fees for delivery of the title commitment and related documents; and

(7) other expenses that Buyer will pay under other provisions of this contract.

13. PRORATIONS, ROLLBACK TAXES, RENT, AND DEPOSITS:

A. Prorations:

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

(2) If the amount of ad valorem taxes for the year in which the sale closes is not available on the closing date, taxes will be prorated on the basis of taxes assessed in the previous year. If the taxes for the year in which the sale closes vary from the amount prorated at closing, the parties will adjust the prorations when the tax statements for the year in which the sale closes become available. This Paragraph 13A(2) survives closing.

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

B. Rollback Taxes: If Seller changes the use of the Property before closing or if a denial of a special valuation on the Property claimed by Seller results in the assessment of additional taxes, penalties, or interest (assessments) for periods before closing, the assessments will be the obligation of the Seller. If this sale or Buyer's use of the Property after closing results in additional assessments for periods before closing, the assessments will be the obligation of Buyer. This Paragraph 13B survives closing.

C. Rent and Security Deposits: At closing, Seller will tender to Buyer all security deposits and the following advance payments received by Seller for periods after closing: prepaid expenses, advance rental payments, and other advance payments paid by tenants. Rents prorated to one party but received by the other party will be remitted by the recipient to the party to whom it was prorated within 5 days after the rent is received. This Paragraph 13C survives closing.

14. CONDEMNATION: If before closing, condemnation proceedings are commenced against any part of the Property; Buyer may:

A. terminate this contract by providing written notice to Seller within 15 days after Buyer is advised of the condemnation proceedings and the earnest money, less any independent consideration paid under Paragraph 7B(3)(a), will be refunded to Buyer; or

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

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

(2) Buyer and the sales price will not be reduced.

(TAR-1802) 2-6-02 Initiated for Identification by Buyer

Page 8 of 13
15. DEFAULT:

A. If Buyer fails to comply with this contract, Buyer is in default and Seller may:
   (1) terminate this contract and receive the earnest money as liquidated damages, thereby releasing the
       parties from this contract; or
   (2) enforce specific performance, or seek other relief as may be provided by law, or both.

B. If, without fault, Seller is unable within the time allowed to deliver the commitment, Buyer may:
   (1) terminate this contract and receive the earnest money, less any independent consideration under
       Paragraph 7B(3)(a), as the sole remedy; or
   (2) extend the time for performance up to 15 days and the closing will be extended as necessary.

C. Except as provided in Paragraph 15B, if Seller fails to comply with this contract, Seller is in default and
   Buyer may:
   (1) terminate this contract and receive the earnest money, less any independent consideration under
       Paragraph 7B(3)(a), as liquidated damages, thereby releasing the parties from this contract; or
   (2) enforce specific performance, or seek such other relief as may be provided by law, or both.

16. ATTORNEY'S FEES: If Buyer, Seller, any broker, or any escrow agent is a prevailing party in any legal
    proceeding brought under or with relation to this contract or this transaction, such party is entitled to
    recover from the non-prevailing parties all costs of such proceeding and reasonable attorney's fees. This
    Paragraph 16 survives termination of this contract.

17. ESCROW:

A. At closing, the earnest money will be applied first to any cash down payment, then to Buyer's closing
   costs, and any excess will be refunded to Buyer.

B. If both parties make written demand for the earnest money, escrow agent may require payment of
   unpaid expenses incurred on behalf of the parties and a written release of liability of escrow agent from
   all parties.

C. If one party makes written demand for the earnest money, escrow agent will give notice of the demand
   by providing to the other party a copy of the demand. If escrow agent does not receive written objection
   to the demand from the other party within 30 days after the date escrow agent sent the demand to the
   other party, escrow agent may disburse the earnest money to the party making demand, reduced by the
   amount of unpaid expenses incurred on behalf of the party receiving the earnest money and escrow
   agent may pay the same to the creditors.

D. Escrow agent will deduct any independent consideration under Paragraph 7B(3)(a) before disbursing
   any earnest money to Buyer and will pay the independent consideration to Seller.

E. If escrow agent complies with this Paragraph 17, each party hereby releases escrow agent from all
   claims related to the disbursement of the earnest money.

F. Notices under this Paragraph 17 must be sent by certified mail, return receipt requested. Notices to
   escrow agent are effective upon receipt by escrow agent.

18. MATERIAL FACTS:

A. To the best of Seller's knowledge and belief: (Check (1) or (2) only.)
☐ (1) Seller is not aware of any material defects to the Property except as stated in the attached Property Condition Statement.

☐ (2) Seller is not aware of any of the following, except as described otherwise in this contract:
(a) any subsurface: structures, pits, waste, springs, or improvements;
(b) any pending or threatened litigation, condemnation, or assessment affecting the Property;
(c) any environmental hazards or conditions that affect the Property;
(d) whether the Property is or has ever been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers;
(e) whether radon, asbestos insulation or fireproofing, urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants), or other pollutants or contaminants of any nature now exist or ever existed on the Property;
(f) whether wetlands, as defined by federal or state law or regulation, are on the Property; and
(g) whether threatened or endangered species or their habitat are on the Property.
(Describe any exceptions to (a)-(g) in Paragraph 11 or an addendum.)

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

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

20. FEDERAL TAX REQUIREMENT: If Seller is a “foreign person” as defined by applicable law, or if Seller fails to deliver at closing an affidavit that Seller is not a foreign person, then Buyer will withhold from the sales proceeds at closing any amount sufficient to comply with applicable tax law and deliver the amount withheld to the Internal Revenue Service (IRS), together with appropriate tax forms. IRS regulations require filing written reports if currency in excess of specified amounts is received in the transaction.

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

22. AGREEMENT OF THE PARTIES:

A. This contract is binding on the parties, their heirs, executors, representatives, successors, and permitted assigns.
B. This contract is to be construed in accordance with the laws of the State of Texas.

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

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

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

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

☐ (1) Property Description Exhibit identified in Paragraph 2;
☐ (2) Financing Addendum;
☐ (3) Commercial Property Condition Statement;
☐ (4) Notice to Purchaser of Real Property in a Water District (MUD);
☐ (5) Addendum for Coastal Area Property;
☐ (6) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway;
☐ (7) Addendum for Unimproved Property in a Certificated Service Area of a Utility Service Provider; and
☐ (8) ____________________________

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

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

24. EFFECTIVE DATE: The effective date of this contract for the purpose of performance of all obligations is the date the escrow agent receives this contract after all parties execute this contract.

25. ADDITIONAL NOTICES:

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

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

C. If the Property is not located within a municipality's limits or a municipal utility district (MUD) and is located in a certificated service area of a utility service provider (a utility, a water supply or sewer service corporation, or a special utility district organized and operating under Chapter 65, Water Code). §13.257, Water Code requires Seller to deliver a notice regarding the utility service provider to Buyer.

D. If the property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, §33.135 of the Texas Natural Resources Code requires a notice regarding coastal area property to be included as part of this contract.
E. If the Property is located seaward of the Gulf Intracoastal Waterway, §61.025, Texas Natural Resources Code, requires a notice regarding the seaward location of the Property to be included as part of this contract.

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

G. Brokers are not qualified to perform property inspections, surveys, engineering studies, environmental assessments, or inspections to determine compliance with zoning, governmental regulations, or laws. Buyer should seek experts to perform such services. Selection of inspectors and repairmen is the responsibility of Buyer and not the brokers.

26. CONTRACT AS OFFER: The execution of this contract by the first party constitutes an offer to buy or sell the Property. Unless the other party accepts the offer by 5:00 p.m., in the time zone in which the Property is located, on February 10, 2018, the offer will lapse and become null and void.

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

Buyer's Attorney is NA

Seller's Attorney is NA

Edgemere Palms, Ltd.

Buyer: Nevaraz Palms, LTD

By: ____________________________

Printed Name: R.L. Bowling IV

Title: President/Manager of W.P.

Tropicana Building II, LLC

Seller: ____________________________

By: ____________________________

Printed Name: R.L. Bowling IV

Title: President

(TAR-1802) 2-6-02
Page 12 of 13
AGREEMENT BETWEEN BROKERS

Principal Broker agrees to pay ________________________________ (Cooperating Broker) a fee of $__________ or ________% of the sales price when the Principal Broker's fee is received. Escrow agent is authorized and directed to pay Cooperating Broker from Principal Broker's fee at closing. This Agreement Between Brokers supersedes any prior offers and agreements for compensation between brokers.

Cooperating Broker
By: ________________________________

Principal Broker
By: ________________________________

ESCROW RECEIPT

Escrow agent acknowledges receipt of
A. the contract on this day 2/13/18  (effective date);
B. earnest money in the amount of $10,000 in the form of $10,000 on 2/13/18.

Escrow Agent: Hewett Title
By: ________________________________

Address: 415 N. Mesa
Phone: 915-225-9202
Fax: 915-225-8920
Exhibit "A"

Plat of Survey

A PORTION OF LOT 1, BLOCK 1,
TIERRA COMMERCIAL UNIT 1,
AN ADDITION TO THE CITY OF EL PASO,
EL PASO COUNTY, TEXAS.
ACCORDING TO THE PLAT THEREOF RECORDED
IN CLERKS FILE NO. 2008058430,
PLAT RECORDS OF EL PASO COUNTY, TEXAS
AREA 10.00 ACRES

LEGEND

- ORIGINAL CORNER
- SET 1/2" REBAR
W/CAP "B&A INC"
UNLESS NOTED OTHERWISE
- FOUND ORIGINAL
CITY MONUMENT
- FOUND 1/2" REBAR

CURVE TABLE

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NOTES

1. SUBJECT PROPERTY SHOWN HEREON APPEARS TO BE LOCATED IN ZONE "X" FOR FLOOD PANEL NUMBER 1708. LAST REVISION DATE 08-04-1981. THIS SURVEYOR MAKES NO GUARANTEES AS TO THE ACCURACY OF THE ABOVE INFORMATION. THE LOCAL F.E.M.A. AGENT SHOULD BE CONTACTED FOR VERIFICATION.

2. BEARINGS AND COORDINATES SHOWN ARE GRID AND DERIVED FROM RTK OBSERVATIONS TO THE TEXAS CO-OP NETWORK. REFERRED TO THE TEXAS COORDINATE SYSTEM (NAD 83) CENTRAL ZONE. DISTANCES ARE GRID AND MAY BE CONVERTED TO GRID DIVIDING BY 1.0001331.

3. THIS PROPERTY MAY BE SUBJECT TO EASEMENTS WHETHER OF RECORD OR NOT, (NOT SHOWN). NO ADDITIONAL SURVEY WAS PERFORMED BY B&A INC. FOR ANY RESERVATIONS, BUILDING LINE, OR EASEMENTS WHICH MAY OR MAY NOT AFFECT SUBJECT PARCEL.

4. THE PROPERTY OWNERS ARE SOLELY RESPONSIBLE FOR COMPLIANT WITH ALL TITLE COMMITMENT PROVISIONS AND CONFIRMING THE SIZE AND USE OF ALL RECORDED EASEMENTS PERTAINING TO THIS PROPERTY, IN SPITE OF THE ACCURACY OR DEFECTS OF THIS PLAN.

5. THIS SURVEY IS NOT TO BE USED FOR CONSTRUCTION PURPOSES AND IS ONLY TO BE USED FOR TITLE INSURANCE BY THE TITLE INSURANCE COMPANY.

6. TITLE COMMITMENT PROVIDED BY STEWART TITLE GUARANTY COMPANY, 
   OR IF PROPERTY, 0100403241, DATED 12-10-17.

7. A WRITTEN DESCRIPTION OF EACH DATE ACCOMPANIES THIS PLAN.

8. THIS PLAT DOES NOT INTEND TO BE A SURVEYOR PROCESS WHICH MAY BE REQUIRED BY CITY OF EL PASO ORDNANCE, AND IT IS THE CLIENT/OWNERS RESPONSIBILITY TO COMPLY WITH THIS ORDNANCE IF IT IS REQUIRED.

Found 1/2" Rebar
W/CAP "TX 5152"

0.78'6.55" 1.34'

Found Nail

EDGEMERE BOULEVARD
(110' R.O.W.)

I hereby certify that the foregoing boundary survey was made on the ground and under my supervision and is true and correct to the best of my knowledge and belief.

BENITO BARRAGAN
P. E., R.P.L.S. No. 5615

Barragan & Associates Inc.
LAND PLANNING & SURVEYING
TESTS FIRM # 10101600
10850 Pelican Dr, Building-F,
El Paso, TX 79935
Phone (915) 581-5709 Fax (915) 591-5706

Scale: 1"=300' Date: 11/27/17 Drawn By: DJ Field: ET ED No. 171221-13 Copy Rights ©
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
STEWART TITLE GUARANTY COMPANY

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

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

In witness whereof, the Company has caused this commitment to be signed and sealed as of the effective date of commitment as shown in Schedule A, the commitment to become valid and binding only when countersigned by an authorized signatory.

Countersigned by:

Stewart Title Company
415 North Mesa Street
El Paso, TX 79901

For coverage information or assistance resolving a complaint, call (800) 729-1902 or visit www.stewart.com. To make a claim, furnish written notice in accordance with Section 3 of the Conditions. For purposes of this form the “Stewart Title” logo featured above is the represented logo for the underwriter, Stewart Title Guaranty Company.
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.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252.
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<th>IMPORTANT INFORMATION</th>
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<td>FOR INFORMATION, OR</td>
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<td>TO MAKE A COMPLAINT</td>
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ALSO
YOU MAY CONTACT
THE TEXAS DEPARTMENT
OF INSURANCE AT
1-800-252-3439

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

TAMBIEN
PUEDE COMUNICARSE CON
EL DEPARTAMENTO DE SEGUROS
DE TEXAS AL
1-800-252-3439

para obtener informacion sobre:
1. como someter una queja en contra de una compania de seguros o agente de seguros,
2. si una compania de seguros o agente de seguros tiene licencia,
3. quejas recibidas en contra de una compania de seguros o agente de seguros,
4. los derechos del asegurado, y
5. una lista de publicaciones y servicios para consumidores disponibles a traves del Departamento.

TAMBIEN PUEDE ESCRIBIR AL
DEPARTAMENTO DE SEGUROS DE
TEXAS
P.O. BOX 149104
AUSTIN, TEXAS 78714-9104
FAX NO. (512) 490-1007

FORM: Commitment for Title Insurance
Title insurance insures you against loss resulting from certain risks to your title.

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

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

El Compromiso para Seguro de Titulo es la promesa de la compañía aseguradora de títulos de emitir la poliza 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.
1. The policy or policies to be issued are:
   
   (a) OWNER'S POLICY OF TITLE INSURANCE (Form T-1)
       (Not applicable for improved one-to-four family residential real estate)
       Policy Amount: $1,132,560.00
       PROPOSED INSURED: Edgemere Palms, LTD

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

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

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

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

   (f) OTHER -
       Policy Amount: $
       PROPOSED INSURED:

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

3. Record title to the land on the Effective Date appears to be vested in:
   
   RIVER OAKS PROPERTIES, LTD, A TEXAS LIMITED PARTNERSHIP

4. Legal description of the land:
   
   A portion of Lot 1, Block 1, TIERRA COMMERCIAL UNIT 1, an Addition to the City of El Paso, El Paso County, Texas, according to the plat thereof recorded in Clerk's File No. 20080058430, Real Property Records of El Paso County, Texas, being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof for all purposes. (TO BE PROVIDED PRIOR TO CLOSING.)
In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorney's fees, and expenses resulting from:

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

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 land 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 2018, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year 2018 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 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 only.)

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

10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):
   a. Utility easements as shown on plat, including easements for overhang of service wires for pole type utilities
EXCEPTIONS FROM COVERAGE

and buried service wires, conduits, and pipes for underground utilities, as dedicated on the plat, recorded in Clerk's File No. 20080058430, Real Records of El Paso County, Texas.

b. Easement to EL PASO ELECTRIC COMPANY, recorded in Clerk's File No. 20080018417, Real Property Records of El Paso County, Texas.


d. Mineral Interest as set out in instruments recorded in Volume 1212, Page 143 and Volume 1677, Page 261, Real Property Records of El Paso County, Texas. The Company makes no representation as to the present ownership of this interest.

e. Mineral Interest as set out in instruments recorded in Volume 4086, Page 1525, Real Property Records of El Paso County, Texas. The Company makes no representation as to the present ownership of this interest.

f. Reservation of water rights to EL PASO NATURAL GAS COMPANY recorded in Volume 1230, Page 401, Real Property Records of El Paso County, Texas.

g. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.


i. Terms, conditions, and stipulations of Ordinance No. 15428, passed and approved by THE CITY OF EL PASO on 04/22/2003, recorded in Volume 4537, Page 1092, Real Property Records of El Paso County, Texas.

j. Terms, conditions, and stipulations Protective Covenants filed 07/18/2008, by RIVER OAKS PROPERTIES, LTD, recorded in Clerk's File No. 20080058433, Real Property Records, El Paso County, Texas.

k. Temporary Construction Easement dated 06/05/2014, filed 10/22/2014, by and between RIVER OAKS PROPERTIES, LTD. and the CITY OF EL PASO for the use and benefit of its Public Service Board, recorded in Clerk's File No. 20140068158, Real Property Records, El Paso County, Texas.

l. Easement dated 06/05/2014, filed 10/22/2014, by and between RIVER OAKS PROPERTIES, LTD. and the CITY OF EL PASO for the use and benefit of its Public Service Board, recorded in Clerk's File No. 20140068161, Real Property Records, El Paso County, Texas.

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

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

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

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

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

5. Note: Procedural Rule P-27 as provided for in Section 2561.202, Texas Insurance Code requires that “Good Funds” be received and deposited before a Title Agent may disburse from its Trust Fund Account. Procedural Rule P-27 provides a list of the types of financial documents and instruments which satisfy this requirement. Please be advised that we reserve the right to determine on a case-by-case basis what form of good funds is acceptable.

6. Title is vested as shown above. The applicant seller(s) is/are TROPICANA BUILDING II, LLC. Company is to be furnished with a properly executed documents from RIVER OAKS PROPERTIES, LTD. to applicant sellers. Upon our inspection and approval, same will be placed of record. Our Policy will be subject to the conditions contained therein, if any.

7. We are to be furnished with a survey, complete with the metes and bounds description of the subject property, made by a Licensed Public Surveyor of the State of Texas, acceptable to the Company. When said is submitted, return to the Examination Department for review.

8. Vendor’s Lien retained in Deed dated 01/08/2008, filed 01/11/2008, recorded in Clerk's File No. 20080002772, Real Property Records, El Paso County, Texas, from SCOTT ;M. SCHWARTZ, DOUGLAS A. SCHWARTZ, ROBERT F. FOSTER, TIMOTHY C. FOSTER TESTAMENTARY TRUST, TIMOTHY DREW FOSTER TRUST and STERLING MARIE FOSTER TRUST to RIVER OAKS PROPERTIES, LTD., securing the payment of one note in the principal amount of $16,995,450.80, bearing interest and payable as therein provided to the order of SCOTT ;M. SCHWARTZ, DOUGLAS A. SCHWARTZ, ROBERT F. FOSTER, TIMOTHY C. FOSTER TESTAMENTARY TRUST, TIMOTHY DREW FOSTER TRUST and STERLING MARIE FOSTER TRUST; additionally secured by Deed of Trust of even date therewith, executed by RIVER OAKS PROPERTIES, LTD.; recorded in Clerk's File No. 20080002773, Real Property Records, El Paso County, Texas.

9. Company requires a copy of the limited partnership agreement, and all amendments thereto, for RIVER OAKS PROPERTIES, LTD, in order to determine who is authorized to execute documents in connection with the closing of this transaction. Company requires satisfactory evidence that said limited partnership is registered with the Secretary of State and is in good standing. Company requires all general partners to join in and evidence of the consent of all limited partners to the closing of this transaction, where appropriate.

STEWART TITLE
GUARANTY COMPANY
SCHEDULE C

Company requires a corporate resolution of the Board of Directors of RIVER OAKS ASSET MANAGEMENT, INC. authorizing this current transaction and naming the Officers authorized to execute the necessary instruments, and obtain Certificate of Good Standing from the appropriate Secretary of State.

Company requires review of the Limited Liability Company agreement and all amendments thereto for TROPICANA BUILDING II, LLC, to determine who is authorized to execute documents in this transaction. Verify Limited Liability Company is registered with the Secretary of State.

Company requires a copy of the limited partnership agreement, and all amendments thereto for EDGEMERE PALMS, LTD, in order to determine who is authorized to execute documents in connection with the closing of this transaction. Company requires satisfactory evidence that said limited partnership is registered with the Secretary of State and is in good standing. Company requires all general partners to join in and evidence of the consent of all limited partners to the closing of this transaction, where appropriate.

Company requires review of the Limited Liability Company agreement and all amendments thereto for EP EDGEMERE PALMS, LLC, General Partner, to determine who is authorized to execute documents in this transaction. Verify Limited Liability Company is registered with the Secretary of State.

10. Note: An Affidavit was styled “Notice of Claim to the Ysleta Grant and Aboriginal Title Areas” and was filed in Volume 2553, Page 1958, Real Property Records, El Paso County, Texas. The memorandum attached to this Affidavit states that “the claim is one for return of possession from third parties of all lands contained within the Ysleta, Senecu, Socorro and Ascarate Grants in El Paso County, Texas (based on aboriginal title and specific Spanish and Mexican Grants); as well as the balance of El Paso County and all of Hudspeth, Culberson, Jeff Davis, Brewster and Presidio Counties, Texas (based on aboriginal title only); and for damages for trespass and unlawful occupation and use.” Upon request to the company, you may receive a copy of the Affidavit and memorandum. THE POLICY TO BE ISSUED TO YOU WILL NOT EXCEPT TO THE AFFIDAVIT OR CLAIMS REFLECTED BY THE AFFIDAVIT. THIS NOTE IS FOR INFORMATIONAL PURPOSES ONLY.
The information contained in this Schedule (D) does not affect title to or the lien upon the land described in Schedule A hereof, to be insured in any policy(ies) of title insurance to be issued in accordance with this Commitment.

As to Stewart Title Guaranty Company, the Underwriter herein, the following disclosures are made as of December 31, 2016:

A-1. Shareholders owning or controlling, or holding, directly or indirectly, ten percent (10%) or more of the shares of Stewart Title Guaranty Company as of the last day of the year preceding the date hereinabove set forth are as follows:

Stewart Information Services Corporation - 100%

A-2. The members of the Board of Directors of Stewart Title Guaranty Company as of the last day of the year preceding the date hereinabove set forth are as follows: Malcolm S. Morris, Charles F. Howard, Matthew Morris, Stewart Morris, Stewart Morris, Jr., John Killea and Allen Berryman.

A-3. The designated officers of Stewart Title Guaranty Company as of the date hereinabove set forth are as follows: Matthew Morris, Chief Executive Officer & President; Allen Berryman, Chief Financial Officer & Assistant Secretary-Treasurer; Timothy Okrie, Chief Operations Officer; Brad Rable, Chief Information Officer; Genady Vishnevetsky, Chief Information Security Officer; Jay Milligan, Chief Revenue Officer; Ann Manal, Chief Human Resources Officer; Dave Fauth, Group President – Direct Operations; Steven M. Lessack, Group President – International Operations; Patrick Beall, Group President; John Killea, General Counsel & Chief Compliance Officer; Bruce Hawley, Executive Vice President – Commercial Services; Richard Black, Senior Vice President – Associate Senior Underwriting Counsel; James Gosdin, Senior Vice President – Chief Underwriting Counsel & Associate General Counsel; John Rothermel, Senior Vice President – Regional Underwriting Counsel.

As to Stewart Title Company (Title Insurance Agent), the following disclosures are made:

B-1: Shareholders, owners, partners or other persons having, owning or controlling one percent (1%) or more of Title Insurance Agent are as follows: Stewart Title Guaranty Company - 100%

B-2: Shareholders, owners, partners, or other persons having, owning or controlling ten percent (10%) or more of an entity that has, owns, or controls one percent (1%) or more of Title Insurance Agent are as follows:

Stewart Information Services Corporation - 100%

B-3: If Title Insurance Agent is a corporation, the following is a list of the members of the Board of Directors:

Matthew W. Morris, Allen Berryman, John L. Killea

B-4: If Title Insurance Agent is a corporation, the following is a list of its officers:

Matthew W. Morris, Chairman, Chief Executive Officer and President
Allen Berryman, Chief Financial Officer, Assistant Secretary-Treasurer
John L. Killea, General Counsel
Denise Carraux, Secretary & Assistant Treasurer
Ken Anderson, Jr., Treasurer and Assistant Secretary

C-1. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving a portion of the premium from the settlement of this transaction will be disclosed on the closing or settlement statement.

You are further advised that the estimated title premium* is:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Owner's Policy</td>
<td>$6,465.00</td>
</tr>
<tr>
<td>Loan Policy</td>
<td>$0.00</td>
</tr>
<tr>
<td>Endorsement Charges</td>
<td>$0.00</td>
</tr>
<tr>
<td>Other</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$6,465.00</strong></td>
</tr>
</tbody>
</table>

Of this total amount 15% will be paid to Stewart Title Guaranty 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 (or %)</th>
<th>To Whom</th>
<th>For Services</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Stewart Title Company</td>
<td></td>
</tr>
</tbody>
</table>

*The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance.*
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 ____________________________
Because you’ll appreciate our electronic title policies. So will Mother Nature.

Stewart Title is now providing customers with electronic title policies. As part of Stewart’s Green Initiative, our offices are moving to green and removing paper from the transaction process to help the environment while creating a better experience for everyone in the real estate transaction. You will now receive your title policies via the SureClose® online transaction management system. Please provide a valid email address where you would like to receive the final title policy. If you prefer to receive a paper copy of your policy, please email our office with this request.

Thank you for helping us help the environment.
WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

<table>
<thead>
<tr>
<th>Reasons we can share your personal information.</th>
<th>Do we share</th>
<th>Can you limit this sharing?</th>
</tr>
</thead>
<tbody>
<tr>
<td>For our everyday business purposes— to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.</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. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</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>We don’t share</td>
</tr>
<tr>
<td>For our affiliates to market to you — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.</td>
<td>Yes</td>
<td>Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to <a href="mailto:optout@stewart.com">optout@stewart.com</a> or fax to 1-800-335-9591.</td>
</tr>
<tr>
<td>For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.</td>
<td>No</td>
<td>We don’t share</td>
</tr>
</tbody>
</table>

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

SHARING PRACTICES

<table>
<thead>
<tr>
<th>How often do the Stewart Title Companies notify me about their practices?</th>
<th>We must notify you about our sharing practices when you request a transaction.</th>
</tr>
</thead>
<tbody>
<tr>
<td>How do the Stewart Title Companies protect my personal information?</td>
<td>To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.</td>
</tr>
<tr>
<td>How do the Stewart Title Companies collect my personal information?</td>
<td>We collect your personal information, for example, when you request insurance-related services; provide such information to us. We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</td>
</tr>
<tr>
<td>What sharing can I limit?</td>
<td>Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.</td>
</tr>
</tbody>
</table>

Contact us: If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056
TEXAS ASSOCIATION OF REALTORS®
COMMERCIAL CONTRACT - UNIMPROVED PROPERTY

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

   Seller: River Oaks Properties, Ltd.
   Address: 106 Mesa Park Dr, El Paso, TX 79912-6154
   Phone: (915)225-5704
   Fax: __________________________ Other: __________________________

   Buyer: TROPICANA BUILDING II, LLC.
   Attn: Bobby Bowling
   Address: 300 E Main Dr Suite 740, El Paso, TX 79901-1372
   Phone: (915)821-3550
   Fax: __________________________ Other: __________________________

2. PROPERTY:
   A. "Property" means that real property situated in __________ County, Texas at
      10 +/- AC Edgemere Near Zaragoza
      (address) and that is legally described on the attached Exhibit _________ or as follows:
      APPROXIMATELY TEN ACRES OF 1 TIEARRA COMMERCIAL #1 (SEE ATTACHED EXHIBIT A)

   B. Seller will sell and convey the Property together with:
      (1) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and
          interest in any minerals, utilities, adjacent streets, alleys, strips, gores, and rights-of-way;
      (2) Seller's interest in all leases, rents, and security deposits for all or part of the Property; and
      (3) Seller's interest in all licenses and permits related to the Property.

   (Describe any exceptions, reservations, or restrictions in Paragraph 12 or an addendum.)
   (If mineral rights are to be reserved an appropriate addendum should be attached.)

3. SALES PRICE:
   A. At or before closing, Buyer will pay the following sales price for the Property:
      (1) Cash portion payable by Buyer at closing $ 1,415,700.00
      (2) Sum of all financing described in Paragraph 4 $ __________________
      (3) Sales price (sum of 3A(1) and 3A(2)) $ 1,415,700.00
B. Adjustment to Sales Price: (Check (1) or (2) only.)

☒ (2) The sales price will be adjusted based on the latest survey obtained under Paragraph 6B.

☐ (1) The sales price will not be adjusted based on a survey.

• The sales price is calculated on the basis of $3.25 per:
  ☐ (i) square foot of total area
  ☐ (ii) acre of total area

• "Total area" means all land area within the perimeter boundaries of the Property. "Net area" means total area less any area of the Property within:
  ☐ (i) public roadways;
  ☐ (ii) rights-of-way and easements other than those that directly provide utility services to the Property; and
  ☒ (iii) Net area shall mean any area that is not required to be dedicated to "on site pending" as required by the City of El Paso for Buyer's intended use.

• If the sales price is adjusted by more than 5,000% of the stated sales price, either party may terminate this contract by providing written notice to the other party within 10 days after the terminating party receives the survey. If neither party terminates this contract or if the variance is less than the stated percentage, the adjustment to the sales price will be made to the cash portion of the sales price payable by Buyer.

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

☐ A. Third Party Financing: One or more third-party loans in the total amount of $__________________________

☐ (1) is not contingent upon Buyer obtaining third-party financing.
☐ (2) is contingent upon Buyer obtaining third-party financing in accordance with the attached Commercial Contract Financing Addendum (TAR-1934).

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

☐ C. Seller Financing: The delivery of a promissory note and deed of trust to Seller under the terms of the attached Commercial Contract Financing Addendum (TAR-1931) in the amount of $__________________________.

5. EARNEST MONEY:

A. Not later than 3 days after the effective date, Buyer must deposit $25,000.00 as earnest money with Stewart Title Company of El Paso (title company) at 415 N. Mesa, El Paso, TX 79901 (address) Cindy Blide (closer). If Buyer fails to timely deposit the earnest money, Seller may terminate this contract or exercise any of Seller's other remedies under Paragraph 15 by providing written notice to Buyer before Buyer deposits the earnest money.

B. Buyer will deposit an additional amount of $__________________________ with the title company to be made part of the earnest money on or before:

☐ (i) ______ days after Buyer's right to terminate under Paragraph 7B expires; or
☐ (ii) ______

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

(TAR-1802) 1-1-16

Initiated for Identification by Seller and Buyer. Page 2 of 13

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11/22/16 Lead
C. Buyer may instruct the title company to deposit the earnest money in an interest-bearing account at a federally insured financial institution and to credit any interest to Buyer.

6. TITLE POLICY AND SURVEY:

A. Title Policy:

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

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

(3) Within ___10___ days after the effective date, Seller will furnish Buyer a commitment for title insurance (the commitment) including legible copies of recorded documents evidencing title exceptions. Seller authorizes the title company to deliver the commitment and related documents to Buyer at Buyer's address.

B. Survey: Within ___15___ days after the effective date:

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

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

□ (3) Seller will deliver to Buyer and the title company a true and correct copy of Seller's most recent survey of the Property along with an affidavit required by the title company for approval of the existing survey. If the existing survey is not acceptable to the title company, Seller, at Seller's expense, will obtain a new or updated survey acceptable to the title company and deliver the acceptable survey to Buyer and the title company within 20 days after Seller receives notice that the existing survey is not acceptable to the title company. The closing date will be extended daily up to 20 days if necessary for Seller to deliver an acceptable survey within the time required. Buyer will reimburse Seller ____________________________(insert amount) of the cost of the new or updated survey at closing, if closing occurs.

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

(1) Within ___30___ days after Buyer receives the commitment, copies of the documents evidencing the title exceptions, and any required survey, Buyer may object in writing to matters disclosed in the items if: (a) the matters disclosed are a restriction upon the Property or constitute a defect or encumbrance to title other than those permitted by this contract or items that Seller will satisfy at closing or Buyer will assume at closing; or (b) the items show that any part of the Property lies in a special flood hazard area (an "A" or "V" zone as defined by FEMA). If Paragraph 8B(1) applies,
Commercial Contract - Unimproved Property concerning 10 +/- AC, Edgemoor Near Zaragoza

Buyer is deemed to receive the survey on the earlier of: (i) the date of Buyer's actual receipt of the survey; or (ii) the deadline specified in Paragraph 6B.

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

(3) Buyer's failure to timely object or terminate under this Paragraph 6C is a waiver of Buyer's right to object except that Buyer will not waive the requirements in Schedule C of the commitment.

7. PROPERTY CONDITION:

A. Present Condition: Buyer accepts the Property in its present condition except that Seller, at Seller's expense, will complete the following before closing: As is where is condition. SEE ATTACHED ADDENDUM

B. Feasibility Period: Buyer may terminate this contract for any reason within 90 days after the effective date (feasibility period) by providing Seller written notice of termination. (Check only one box.)

X (1) If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer less $500.00 that Seller will retain as independent consideration for Buyer's unrestricted right to terminate. Buyer has tendered the independent consideration to Seller upon payment of the amount specified in Paragraph 5A to the title company. The independent consideration is to be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(1) or if Buyer fails to deposit the independent consideration, Buyer will not have the right to terminate under this Paragraph 7B.

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

C. Inspections, Studies, or Assessments:

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

(2) Buyer must:
(a) employ only trained and qualified inspectors and assessors;
(b) notify Seller, in advance, of when the inspectors or assessors will be on the Property;
(c) abide by any reasonable entry rules or requirements of Seller;
(d) not interfere with existing operations or occupants of the Property; and
(e) restore the Property to its original condition if altered due to inspections, studies, or assessments that Buyer completes or causes to be completed.
Commercial Contract - Unimproved Property concerning 10 +/- AC Edgemere Near Zaragoza

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

D. Property Information:

(1) Delivery of Property Information: Within 15 days after the effective date, Seller will deliver to Buyer: (Check all that apply.)

☐ (a) copies of all current leases pertaining to the Property, including any modifications, supplements, or amendments to the leases;
☐ (b) copies of all notes and deeds of trust against the Property that Buyer will assume or that Seller will not pay in full on or before closing;
☐ (c) copies of all previous environmental assessments, geotechnical reports, studies, or analyses made on or relating to the Property;
☐ (d) copies of property tax statements for the Property for the previous 2 calendar years;
☐ (e) plats of the Property;
☐ (f) copies of current utility capacity letters from the Property's water and sewer service provider;
☐ (g) Any other property information the Seller may have in its possession. ANY INFORMATION NOT PROVIDED BY SELLER ARE NOT IN SELLER'S POSESSIOIN.

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

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

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

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

8. LEASES:

A. Each written lease Seller is to assign to Buyer under this contract must be in full force and effect according to its terms. Seller may not enter into any new lease, fail to comply with any existing lease, or make any amendment or modification to any existing lease without Buyer's written consent. Seller must disclose, in writing, if any of the following exist at the time Seller provides the leases to the Buyer or subsequently occur before closing:

(1) any failure by Seller to comply with Seller's obligations under the leases;
(2) any circumstances under any lease that entitle the tenant to terminate the lease or seek any offsets or damages;
(3) any advance sums paid by a tenant under any lease;
(4) any concessions, bonuses, free rents, rebates, brokerage commissions, or other matters that affect any lease; and
(5) any amounts payable under the leases that have been assigned or encumbered, except as security for loan(s) assumed or taken subject to under this contract.

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

9. BROKERS:

A. The brokers to this sale are:

Principal Broker: Jim Payne
Agent: Jim Payne
Address: 106 Mesa Park Dr.
El Paso, TX 79912
Phone & Fax: 915-540-5555
E-mail: jpayne@riveroaksproperties.com
License No.:

Cooperating Broker: CBC Lewis Realty Group, Inc.
Agent: Tommy Lewis
Address: 7338 Ramcon Circle Suite 100
El Paso, TX 79912
Phone & Fax: 915-544-5205
E-mail: tommy@cbcleyererealtygroup.com
License No.: 481916

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

Cooperating Broker represents Buyer.

B. Fees: (Check only (1) or (2) below.)

(Complete the Agreement Between Brokers on page 13 only if (1) is selected.)

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

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

Principal Broker a total cash fee of:
X $3,000 % of the sales price.

Cooperating Broker a total cash fee of:
X $3,000 % of the sales price.

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

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

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

A. The date of the closing of the sale (closing date) will be on or before the later of:
   (1) \[ \times \] 150 days after the expiration of the feasibility period.
   \[ \text{specific date}. \]

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

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

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

D. At closing, Seller, at Seller’s expense, will also deliver to Buyer:
   (1) tax statements showing no delinquent taxes on the Property;
   (2) an assignment of all leases to or on the Property;
   (3) to the extent assignable, an assignment to Buyer of any licenses and permits related to the Property;
   (4) evidence that the person executing this contract is legally capable and authorized to bind Seller;
   (5) an affidavit acceptable to the title company stating that Seller is not a foreign person or, if Seller is a foreign person, a written authorization for the title company to: (i) withhold from Seller’s proceeds an amount sufficient to comply applicable tax law; and (ii) deliver the amount to the Internal Revenue Service (IRS) together with appropriate tax forms; and
   (6) any notices, statements, certificates, affidavits, releases, and other documents required by this contract, the commitment, or law necessary for the closing of the sale and issuance of the title policy, all of which must be completed by Seller as necessary.

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

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

11. POSSESSION: Seller will deliver possession of the Property to Buyer upon closing and funding of this sale in its present condition with any repairs Seller is obligated to complete under this contract, ordinary wear and tear excepted. Any possession by Buyer before closing or by Seller after closing that is not authorized by a separate written lease agreement is a landlord-tenant at sufferance relationship between the parties.
12. SPECIAL PROVISIONS: The following special provisions apply and will control in the event of a conflict with other provisions of this contract. (If special provisions are contained in an Addendum, identify the Addendum here and reference the Addendum in Paragraph 22D.)

Buyer shall have five (5) thirty-day (30) options to extend the Closing Date by depositing additional earnest money of $10,000.00 for each thirty-day (30) period DIRECTLY WITH SELLER.

13. SALES EXPENSES:

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

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

14. PRORATIONS:

A. Prorations:
   (1) Interest on any assumed loan, taxes, rents, and any expense reimbursements from tenants will be prorated through the closing date.
   (2) If the amount of ad valorem taxes for the year in which the sale closes is not available on the closing date, taxes will be prorated on the basis of taxes assessed in the previous year. If the taxes for the year in which the sale closes vary from the amount prorated at closing, the parties will adjust the prorations when the tax statements for the year in which the sale closes become available. This Paragraph 14A(2) survives closing.
   (3) If Buyer assumes a loan or is taking the Property subject to an existing lien, Seller will transfer all reserve deposits held by the lender for the payment of taxes, insurance premiums, and other charges to Buyer at closing and Buyer will reimburse such amounts to Seller by an appropriate adjustment at closing.

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

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

A. If Buyer fails to comply with this contract, Buyer is in default and Seller, as Seller’s sole remedy(ies), may terminate this contract and receive the earnest money, as liquidated damages for Buyer’s failure except for any damages resulting from Buyer’s inspections, studies or assessments in accordance with Paragraph 7C(3) which Seller may pursue; or

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

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

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

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

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

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

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

16. CONDEMNATION: If before closing, condemnation proceedings are commenced against any part of the Property, Buyer may:

A. terminate this contract by providing written notice to Seller within 15 days after Buyer is advised of the condemnation proceedings and the earnest money, less any independent consideration paid under Paragraph 7B(1), will be refunded to Buyer; or

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

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

2) Buyer and the sales price will not be reduced.

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

18. ESCROW:

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

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

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

D. If the title company complies with this Paragraph 18, each party hereby releases the title company from all claims related to the disbursement of the earnest money.
E. Notices under this Paragraph 18 must be sent by certified mail, return receipt requested. Notices to the title company are effective upon receipt by the title company.

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

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

40. MATERIAL FACTS: To the best of Seller’s knowledge and belief. [Check only one box.]

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

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

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

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

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

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

22. AGREEMENT OF THE PARTIES:

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

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

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

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

X (1) Property Description Exhibit Identified in Paragraph 2;

(2) Commercial Contract Financing Addendum (TAR-1931);

(3) Commercial Property Condition Statement (TAR-1408);

(4) Commercial Contract Addendum for Special Provisions (TAR-1940);

(5) Notice to Purchaser of Real Property in a Water District (MUD);

(6) Addendum for Coastal Area Property (TAR-1915);

(7) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TAR-1916);

(8) Information About Brokerage Services (TAR-2501); and

X (9) Exhibit A, ADDENDUM TO THE COMMERCIAL CONTRACT

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

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

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

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

25. ADDITIONAL NOTICES:

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

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

C. Notice Required by §13.257, Water Code: “The real property, described below, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property.’ The real property is described in Paragraph 2 of this contract.
D. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, §33.135 of the Texas Natural Resources Code requires a notice regarding coastal area property to be included as part of this contract.

E. If the Property is located seaward of the Gulf Intracoastal Waterway, §51.025, Texas Natural Resources Code, requires a notice regarding the seaward location of the Property to be included as part of this contract.

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

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

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

26. CONTRACT AS OFFER: The execution of this contract by the first party constitutes an offer to buy or sell the Property. Unless the other party accepts the offer by 5:00 p.m., in the time zone in which the Property is located, on December 15, 2017, the offer will lapse and become null and void.

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

Seller: River Oaks Properties, Ltd.

By: ____________________________
By (signature): ____________________
Printed Name: ____________________
Title: President

Buyer: TROPICANA BUILDING II, LLC.

Attn: Bobby Bowling

By: ____________________________
By (signature): ____________________
Printed Name: ____________________
Title: President
AGREEMENT BETWEEN BROKERS
(use only if Paragraph 96(1) is effective)

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

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

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

Principal Broker: ____________________________________________

By: _______________________________________________________

Cooperating Broker: _________________________________________

By: _______________________________________________________

ATTORNEYS

Seller's attorney: ____________________________________________

Address: __________________________________________________

Phone & Fax: _______________________________________________

E-mail: ____________________________________________________

Buyer's attorney: ____________________________________________

Address: __________________________________________________

Phone & Fax: _______________________________________________

E-mail: ____________________________________________________

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

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

ESCROW RECEIPT

☐ A. the contract on this day 12/15/17 (effective date):

☐ B. earnest money in the amount of $ 25,000.00 in the form of # 48648

Stewart Title

Address: 415 N Mesa St

Phone & Fax: El Paso, TX 79901

Title company: __________________________

By: __________________________

Assigned file number (GFL): 0004-23480

E-mail: __________________________
ADDENDUM TO COMMERCIAL CONTRACT - UNIMPROVED PROPERTY

This Addendum is intended to be attached to and incorporated into that certain Commercial Contract – Unimproved Property (the “Contract”) between River Oaks Properties, LTD. (the “Seller”) and Tropicana Building II, LLC (the “Buyer”).

The provisions of this Addendum are intended to be incorporated into the Contract as if originally set forth therein.

Property Sold "AS IS". Except as otherwise expressly provided, Buyer is purchasing the Property, and the Property shall be conveyed and transferred to Buyer, "AS IS AND WITH ALL FAULTS", subject only to the specific warranties expressly set forth in the Contract, if any. Without limiting the generality of the foregoing, Buyer agrees that Seller has not, does not, and will not, with respect to the Property, make any warranties or representations, express or implied or arising by operation of law, other than the warranty of title in Seller’s deed, including without limitation, any warranty of condition, merchantability, habitability, suitability, fitness for a particular use, profitability, or marketability. Moreover, Buyer agrees that Seller has not, does not, and will not, with respect to the Property, make any representation or warranty with regard to compliance with any environmental protection, health and safety, pollution, land use (including, without limitation, whether any plat or replat for this Property will be required), or other laws, rules, regulations, orders, or requirements including without limitation those pertaining to the handling, generating, tracing, storing or disposing of any hazardous or regulated waste or substance. Without limitation on the foregoing, Seller makes no representations or warranties as to the truth, accuracy or completeness of any materials, data or other information supplied to Buyer. The provisions of this paragraph may be included within the Deed to Buyer and shall survive Closing.

Waiver. Buyer has had and will have, pursuant to this Contract, an adequate opportunity to make such legal, factual, and other inquiries and investigations as it deems necessary or desirable with respect to the Property and Buyer hereby waives, releases, and discharges any claim Buyer has, or may have against Seller with respect to the condition of the Property.

Indemnity for Damage Caused During Buyer's Inspection. Buyer agrees to indemnify and hold Seller harmless from and against any liens, claims and damages, including without limitation any and all demands, actions or causes of action, assessments, losses, costs, liabilities, interest, penalties and reasonable attorneys’ fees suffered or incurred by Seller as a result of Buyer’s conduct of said inspections. The indemnity obligations under this section shall survive the Closing or termination of the Contract. After the expiration of the inspection period, the Earnest Money shall become nonrefundable in any event, except for Seller’s breach.

Specific Performance Against Seller. Notwithstanding the foregoing, Seller shall not be required in connection with any specific performance action to: (a) change the condition
of the Property; (b) expend any money, post a bond, issue an indemnity or commence litigation to remove any title encumbrance or defect or to correct any matters shown on the survey of the Property; or (c) secure any permit, approval or consent with respect to the Property or Seller's conveyance of the Property.

**Existing Use Restriction.** Buyer will be responsible for removing or amending any Protective Covenants that prevent the development, construction, ownership and operation of Buyer’s proposed multifamily project on the Property which can only be finalized post-closing. Buyer agrees to pay any cost and expense required in relation to the request for removal of Use Restrictions, including, but not limited to, filing fees, park fees and similar fees resulting from removal of the Use Restriction. Buyer’s payment obligation under this provision will survive Closing or termination of the Contract.

**New Use Restriction.** The Property will be restricted to multifamily residential use and associated amenities only and for no other purpose without Seller’s consent. This provision will survive Closing and will be included in the Deed.

**Architectural Review.** Seller will have the right to review and request changes to the architectural design, provided that such review will be conducted in a timely manner, time being of the essence, in the design and construction of Buyer’s proposed project, and will be limited to exterior finishes and materials. Seller shall not have the right to request changes requiring Buyer to construct a project that does not conform to the standards for finishes and materials of similar projects recently constructed in the City of El Paso.

**Entitlements Applicable to Property.** Subject to the Entitlement Procedure, below, during the Feasibility Period, in addition to any inspections of the Property, Buyer shall have the right, at Buyer’s cost and in its sole discretion, to obtain any Entitlements and/or to satisfy any requirements necessary to allow the Property to be used for Buyer’s Intended Use. Subject to the Entitlement Procedure, below, Seller agrees to fully cooperate and to reasonably assist Buyer in obtaining any Entitlements and/or to satisfy any requirements necessary to allow the Property to be used for Buyer’s Intended Use, provided that Seller shall not be required to incur any expense to third parties.

**Subdivision Plat/Approval and Recordation.** Buyer’s obligations to close the purchase of the Property under this Contract are further expressly subject to and conditioned upon Buyer’s receipt, on or before the expiration of the Feasibility Period, of written confirmation of the City’s approval (the “Subdivision Approval”) of the subdivision plat of the Property (the “Subdivision Plat”) which will substantially conform to a site plan (the “Site Plan”) with terms and conditions, if any, acceptable to Buyer. As used herein, the term “Subdivision Approval” means (i) the execution of a Resolution by the City of El Paso Planning Commission approving the Site Plan, Rezoning and the Subdivision Plat; and (ii) the written approval of the City Engineer of the City of El Paso approving all subdivision improvement plans required for the Subdivision Plat to be recorded in the Real Property Records of El Paso County, Texas. Seller agrees to allow Buyer to submit Buyer’s Site Plan and the Subdivision Plat to the City in accordance with Buyer’s approved plans and, subject to the Entitlement Procedure below, shall use commercially
reasonable, diligent efforts to assist Buyer, in Seller’s name, to pursue and obtain final Subdivision Approval prior to the expiration of the Feasibility Period. Buyer shall be responsible for all costs associated with the Site Plan, Subdivision Plat and Subdivision Approval including any traffic impact studies and improvements required by the City. Seller and Buyer shall each reasonably cooperate with the other in connection with such efforts. Subject to the Entitlement Procedure, in the event Buyer is unable to obtain Subdivision Approval prior to the expiration of the Feasibility Period, Buyer may terminate this Contract prior to the expiration of the Feasibility Period, in which event the Earnest Money shall be returned to Buyer, less any independent consideration, and neither party shall have any further obligations hereunder other than any liability or indemnity that by the express terms hereof survives any termination of this Contract.

Entitlement Procedure. Notwithstanding the foregoing, in connection with the Entitlements and Seller’s cooperation and obligations, Seller will not be required to: (i) expend funds or pay any fees or expenses; (ii) encumber or restrict any other property owned or controlled by Seller; (iii) participate, directly or financially, in the construction of improvements either on site or off site; (iv) dedicate land either on or off site; (v) change or encumber the Property in any way which would be binding upon Seller or the Property in the event the closing does not take place or that would be binding upon, restrict or change the designation of other land owned or controlled by Seller.

Buyer agrees to diligently pursue the Entitlements required by Buyer. Buyer will copy Seller on any information and submittals related to the Entitlements. Buyer will provide Seller at least five (5) days written notice prior to the final hearing for approval of the Entitlements (the “Final Hearing Date”) along with a copy of the proposed documentation related to and submitted in relation to the Entitlements, including the proposed plat and related subdivision improvement plan and applicable grading and drainage plans (collectively the “Proposed Entitlement Documents”). Buyer may proceed to obtain final approval of the Entitlements based on the Proposed Entitlement Documents upon Closing and Funding.

Buyer acknowledges that Buyer is not authorized to rezone, plat, subdivide, encumber or subject the Property in any manner to any governmental requirement including, but not limited to the Entitlements (a “Property Condition Change”), prior to the Closing. In the event Buyer makes a Property Condition Change prior to Closing without the prior written consent of Seller, Buyer will be deemed to have delivered the Waiver Notice. Seller’s cooperation and performance will not be considered prior written consent for purposes of this section. Buyer acknowledges that Seller may be damaged by a Property Condition Change, and notwithstanding anything in the Agreement to the contrary, (i) Seller may enforce specific performance under the Agreement and require the closing to occur under the terms of this Agreement or (ii) in the event the Closing and Funding do not occur on or before the Closing Date, upon written notice from Seller, Buyer agrees to withdraw any application for the Entitlements and does hereby consent to the withdrawal of such applications by the Seller or its representatives in the event the Closing does not occur by the Closing Date.

Buyer acknowledges that any restrictions, impositions or encumbrances arising
out of the Entitlements will be deemed Permitted Encumbrances, to the extent the same are applicable to the Property. The terms of this Section shall survive Closing or termination of this Contract.

Easements. During the ninety (90) days following the Effective Date of the Contract (the "Easement Agreement Period"), the parties will agree upon the terms, including location, of certain access (i.e.: Edgemere Blvd and two connections to N. Zaragosa Road), storm water drainage and utility easements (the "Easements") related to the future development and use of the Property and Seller's adjacent property. In the event the parties have not agreed upon the Easements prior to the expiration of the Easement Agreement Period, either party may terminate this Agreement by written notice prior to the expiration of the Easement Agreement Period. Failure by either party to terminate the Agreement or agree on the Easements prior to expiration of the Easement Agreement Period will be a waiver of the requirement for Easements under this Section. Once agreed upon, the Easements will be appended hereto as Exhibit "B" in the form of each of such Easements. At Closing Seller and Buyer agree to execute and deliver each of the Easements in substantially the form set forth in Exhibit "B", when attached.

Waiver of Consumer Rights. In consideration of Seller's agreement to sell the Property, Buyer represents that it is represented by legal counsel and that Buyer is not in a significantly disparate bargaining position. Buyer also states:

"I WAIVE MY RIGHTS UNDER THE DECEPTIVE TRADE PRACTICES - CONSUMER PROTECTION ACT, SECTION 17.41 ET. SEQ., TEXAS BUSINESS & COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF MY OWN SELECTION, I VOLUNTARILY CONSENT TO THIS WAIVER."

Notwithstanding any other provision of the Contract, Buyer may not assign the Contract unless the assignee signs a waiver in the form set forth above.

Buyer: TROPICANA BUILDING II, LLC

[Signature] President

Agreed and accepted this 12th day of December 2017

Seller: RIVER OAKS PROPERTIES, LTD.
By: River Oaks Asset Management, Inc.
Its: General Partner

By: Adam Z. Frank, President
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
STEWART TITLE GUARANTY COMPANY

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

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

In witness whereof, the Company has caused this commitment to be signed and sealed as of the effective date of commitment as shown in Schedule A, the commitment to become valid and binding only when countersigned by an authorized signatory.

Countersigned by:

Stewart Title Company
415 North Mesa Street
El Paso, TX 79901

For coverage information or assistance resolving a complaint, call (800) 729-1902 or visit www.stewart.com. To make a claim, furnish written notice in accordance with Section 3 of the Conditions. For purposes of this form the “Stewart Title” logo featured above is the represented logo for the underwriter, Stewart Title Guaranty Company.
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.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252.
IMPORTANT INFORMATION

FOR INFORMATION, OR
TO MAKE A COMPLAINT
CALL OUR TOLL-FREE TELEPHONE NUMBER
1-800-729-1902

ALSO
YOU MAY CONTACT
THE TEXAS DEPARTMENT
OF INSURANCE AT
1-800-252-3439

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 INFORMACION, O
PARA SOMETER UNA QUEJA
LLAME AL NUMERO GRATIS
1-800-729-1902

TAMBIEN
PUEDE COMUNICARSE CON
EL DEPARTAMENTO DE SEGUROS
DE TEXAS AL
1-800-252-3439

para obtener informacion sobre:
1. como someter una queja en contra de una compania de seguros o agente de seguros,
2. si una compania de seguros o agente de seguros tiene licencia,
3. quejas recibidas en contra de una compania de seguros o agente de seguros,
4. los derechos del asegurado, y
5. una lista de publicaciones y servicios para consumidores disponibles a traves del Departamento.

TAMBIEN PUEDE ESCRIBIR AL
DEPARTAMENTO DE SEGUROS DE TEXAS
P.O. BOX 149104
AUSTIN, TEXAS 78714-9104
FAX NO. (512) 490-1007

FORM: Commitment for Title Insurance
Title insurance insures you against loss resulting from certain risks to your title.

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

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

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

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

Before issuing a Commitment for Title Insurance (the Commitment) or a Title Insurance Policy (the Policy), the title insurance Company (the Company) determines whether the title is insurable. This determination has already been made. Part of that determination involves the Company's decision to insure the title except for certain risks that will not be covered by the Policy. Some of these risks are listed in Schedule B of the attached Commitment as Exceptions. Other risks are stated in the Policy as Exclusions. These risks will not be covered by the Policy.

The Policy is not an abstract of title nor does a Company have an obligation to determine the ownership of any mineral interest.

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

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

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

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

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

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

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-800-1902 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
SCHEDULE A

File No. 01004-23480
Effective Date:
December 10, 2017 at 8:00 AM

Closer: Melanie C Jones
Issued
December 19, 2017 at 4:51 PM

1. The policy or policies to be issued are:
   (a) OWNER'S POLICY OF TITLE INSURANCE (Form T-1)
       (Not applicable for improved one-to-four family residential real estate)
       Policy Amount: $1,415,700.00
       PROPOSED INSURED: Tropicana Building II, LLC
   (b) TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE
       --ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)
       Policy Amount: $
       PROPOSED INSURED:
   (c) LOAN POLICY OF TITLE INSURANCE (Form T-2)
       Policy Amount: $
       PROPOSED INSURED:
       Proposed Borrower:
   (d) TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)
       Policy Amount: $
       PROPOSED INSURED:
       Proposed Borrower:
   (e) LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)
       Binder Amount: $
       PROPOSED INSURED:
       Proposed Borrower:
   (f) OTHER -
       Policy Amount: $
       PROPOSED INSURED:

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

3. Record title to the land on the Effective Date appears to be vested in:
   RIVER OAKS PROPERTIES, LTD, A TEXAS LIMITED PARTNERSHIP

4. Legal description of the land:
   A portion of Lot 1, Block 1, TIERRA COMMERCIAL UNIT 1, an Addition to the City of El Paso, El Paso County, Texas, according to the plat thereof recorded in Clerk's File No. 20080058430, Real Property Records of El Paso County, Texas, being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof for all purposes. (TO BE PROVIDED PRIOR TO CLOSING.)
In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorney's fees, and expenses resulting from:

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

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 land 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 2018, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year 2018 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 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 only.)

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

10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):
   a. Utility easements as shown on plat, including easements for overhang of service wires for pole type utilities.
b. Easement to EL PASO ELECTRIC COMPANY, recorded in Clerk's File No. 20080018417, Real Property Records of El Paso County, Texas.


d. Mineral Interest as set out in instruments recorded in Volume 1212, Page 143 and Volume 1677, Page 261, Real Property Records of El Paso County, Texas. The Company makes no representation as to the present ownership of this interest.

e. Mineral Interest as set out in instruments recorded in Volume 4086, Page 1525, Real Property Records of El Paso County, Texas. The Company makes no representation as to the present ownership of this interest.

f. Reservation of water rights to EL PASO NATURAL GAS COMPANY recorded in Volume 1230, Page 401, Real Property Records of El Paso County, Texas.

g. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.


i. Terms, conditions, and stipulations of Ordinance No. 15428, passed and approved by THE CITY OF EL PASO on 04/22/2003, recorded in Volume 4537, Page 1092, Real Property Records of El Paso County, Texas.

j. Terms, conditions, and stipulations Protective Covenants filed 07/18/2008, by RIVER OAKS PROPERTIES, LTD, recorded in Clerk's File No. 20080058433, Real Property Records, El Paso County, Texas.

k. Temporary Construction Easement dated 06/05/2014, filed 10/22/2014, by and between RIVER OAKS PROPERTIES, LTD. and the CITY OF EL PASO for the use and benefit of its Public Service Board, recorded in Clerk's File No. 20140068158, Real Property Records, El Paso County, Texas.

l. Easement dated 06/05/2014, filed 10/22/2014, by and between RIVER OAKS PROPERTIES, LTD. and the CITY OF EL PASO for the use and benefit of its Public Service Board, recorded in Clerk's File No. 20140068161, Real Property Records, El Paso County, Texas.

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

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

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

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

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

5. Note: Procedural Rule P-27 as provided for in Section 2561.202, Texas Insurance Code requires that “Good Funds” be received and deposited before a Title Agent may disburse from its Trust Fund Account. Procedural Rule P-27 provides a list of the types of financial documents and instruments which satisfy this requirement. Please be advised that we reserve the right to determine on a case-by-case basis what form of good funds is acceptable.

6. We are to be furnished with a survey, complete with the metes and bounds description of the subject property, made by a Licensed Public Surveyor of the State of Texas, acceptable to the Company. When said is submitted, return to the Examination Department for review.

7. Vendor’s Lien retained in Deed dated 01/08/2008, filed 01/11/2008, recorded in Clerk's File No. 20080002772, Real Property Records, El Paso County, Texas, from SCOTT ;M. SCHWARTZ, DOUGLAS A. SCHWARTZ, ROBERT F. FOSTER, TIMOTHY C. FOSTER TESTAMENTARY TRUST, TIMOTHY DREW FOSTER TRUST and STERLING MARIE FOSTER TRUST to RIVER OAKS PROPERTIES, LTD., securing the payment of one note in the principal amount of $16,995,450.80, bearing interest and payable as therein provided to the order of SCOTT ;M. SCHWARTZ, DOUGLAS A. SCHWARTZ, ROBERT F. FOSTER, TIMOTHY C. FOSTER TESTAMENTARY TRUST, TIMOTHY DREW FOSTER TRUST and STERLING MARIE FOSTER TRUST; additionally secured by Deed of Trust of even date therewith, executed by RIVER OAKS PROPERTIES, LTD.; recorded in Clerk’s File No. 20080002773, Real Property Records, El Paso County, Texas.

8. Company requires a copy of the limited partnership agreement, and all amendments thereto, for RIVER OAKS PROPERTIES, LTD, in order to determine who is authorized to execute documents in connection wit the closing of this transaction. Company requires satisfactory evidence that said limited partnership is registered with the Secretary of State and is in good standing. Company requires all general partners to join in and evidence of the consent of all limited partners to the closing of this transaction, where appropriate.

Company requires a corporate resolution of the Board of Directors of RIVER OAKS ASSET MANAGEMENT, INC. authorizing this current transaction and naming the Officers authorized to execute the necessary instruments, and obtain Certificate of Good Standing from the appropriate Secretary of State.
Company requires review of the Limited Liability Company agreement and all amendments thereto for TROPICANA BUILDING II, LLC, to determine who is authorized to execute documents in this transaction. Verify Limited Liability Company is registered with the Secretary of State.

9. Note: An Affidavit was styled “Notice of Claim to the Ysleta Grant and Aboriginal Title Areas” and was filed in Volume 2553, Page 1958, Real Property Records, El Paso County, Texas. The memorandum attached to this Affidavit states that “the claim is one for return of possession from third parties of all lands contained within the Ysleta, Senecu, Socorro and Ascarate Grants in El Paso County, Texas (based on aboriginal title and specific Spanish and Mexican Grants); as well as the balance of El Paso County and all of Hudspeth, Culberson, Jeff Davis, Brewster and Presidio Counties, Texas (based on aboriginal title only); and for damages for trespass and unlawful occupation and use.” Upon request to the company, you may receive a copy of the Affidavit and memorandum. THE POLICY TO BE ISSUED TO YOU WILL NOT EXCEPT TO THE AFFIDAVIT OR CLAIMS REFLECTED BY THE AFFIDAVIT. THIS NOTE IS FOR INFORMATIONAL PURPOSES ONLY.
The information contained in this Schedule (D) does not affect title to or the lien upon the land described in Schedule A hereof, to be insured in any policy(ies) of title insurance to be issued in accordance with this Commitment.

As to Stewart Title Guaranty Company, the Underwriter herein, the following disclosures are made as of December 31, 2016:

A-1. Shareholders owning or controlling, or holding, directly or indirectly, ten percent (10%) or more of the shares of Stewart Title Guaranty Company as of the last day of the year preceding the date hereinabove set forth are as follows:

Stewart Information Services Corporation - 100%

A-2. The members of the Board of Directors of Stewart Title Guaranty Company as of the last day of the year preceding the date hereinabove set forth are as follows: Malcolm S. Morris, Charles F. Howard, Matthew Morris, Stewart Morris, Stewart Morris, Jr., John Killea and Allen Berryman.

A-3. The designated officers of Stewart Title Guaranty Company as of the date hereinabove set forth are as follows: Matthew Morris, Chief Executive Officer & President; Allen Berryman, Chief Financial Officer & Assistant Secretary-Treasurer; Timothy Okrie, Chief Operations Officer; Brad Rable, Chief Information Officer; Genady Vishnevetsky, Chief Information Security Officer; Jay Milligan, Chief Revenue Officer; Ann Manal, Chief Human Resources Officer; Dave Fauth, Group President – Direct Operations; Steven M. Lessack, Group President – International Operations; Patrick Beall, Group President; John Killea, General Counsel & Chief Compliance Officer; Bruce Hawley, Executive Vice President – Commercial Services; Richard Black, Senior Vice President – Associate Senior Underwriting Counsel; James Gosdin, Senior Vice President – Chief Underwriting Counsel & Associate General Counsel; John Rothermel, Senior Vice President – Regional Underwriting Counsel.

As to Stewart Title Company (Title Insurance Agent), the following disclosures are made:

B-1. Shareholders, owners, partners or other persons having, owning or controlling one percent (1%) or more of Title Insurance Agent are as follows: Stewart Title Guaranty Company - 100%

B-2. Shareholders, owners, partners, or other persons having, owning or controlling ten percent (10%) or more of an entity that has, owns, or controls one percent (1%) or more of Title Insurance Agent are as follows: Stewart Information Services Corporation - 100%

B-3. If Title Insurance Agent is a corporation, the following is a list of the members of the Board of Directors:
Matthew W. Morris, Allen Berryman, John L. Killea

B-4. If Title Insurance Agent is a corporation, the following is a list of its officers:

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Matthew W. Morris</td>
<td>Chairman, Chief Executive Officer and President</td>
</tr>
<tr>
<td>Allen Berryman</td>
<td>Chief Financial Officer, Assistant Secretary-Treasurer</td>
</tr>
<tr>
<td>John L. Killea</td>
<td>General Counsel</td>
</tr>
<tr>
<td>Denise Carraux</td>
<td>Secretary &amp; Assistant Treasurer</td>
</tr>
<tr>
<td>Ken Anderson, Jr.</td>
<td>Treasurer and Assistant Secretary</td>
</tr>
</tbody>
</table>

C-1. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving a portion of the premium from the settlement of this transaction will be disclosed on the closing or settlement statement.

You are further advised that the estimated title premium* is:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Owner's Policy</td>
<td>$7,757.00</td>
</tr>
<tr>
<td>Loan Policy</td>
<td></td>
</tr>
<tr>
<td>Endorsement Charges</td>
<td>$0.00</td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$7,757.00</strong></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Amount</th>
<th>To Whom</th>
<th>For Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>(or %)</td>
<td>Stewart Title Company</td>
<td></td>
</tr>
<tr>
<td>(or %)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(or %)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance.*
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
Because you’ll appreciate our electronic title policies. So will Mother Nature.

Stewart Title is now providing customers with electronic title policies. As part of Stewart’s Green Initiative, our offices are moving to green and removing paper from the transaction process to help the environment while creating a better experience for everyone in the real estate transaction. You will now receive your title policies via the SureClose® online transaction management system. Please provide a valid email address where you would like to receive the final title policy. If you prefer to receive a paper copy of your policy, please email our office with this request.

Thank you for helping us help the environment.
STG Privacy Notice
Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

<table>
<thead>
<tr>
<th>Reasons we can share your personal information.</th>
<th>Do we share</th>
<th>Can you limit this sharing?</th>
</tr>
</thead>
<tbody>
<tr>
<td>For our everyday business purposes— to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.</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. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</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>We don't share</td>
</tr>
<tr>
<td>For our affiliates to market to you — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.</td>
<td>Yes</td>
<td>Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to <a href="mailto:optout@stewart.com">optout@stewart.com</a> or fax to 1-800-335-9591.</td>
</tr>
</tbody>
</table>

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

SHARING PRACTICES

<table>
<thead>
<tr>
<th>How often do the Stewart Title Companies notify me about their practices?</th>
<th>We must notify you about our sharing practices when you request a transaction.</th>
</tr>
</thead>
<tbody>
<tr>
<td>How do the Stewart Title Companies protect my personal information?</td>
<td>To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.</td>
</tr>
<tr>
<td>How do the Stewart Title Companies collect my personal information?</td>
<td>We collect your personal information, for example, when you request insurance-related services provide such information to us. We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</td>
</tr>
</tbody>
</table>

What sharing can I limit? Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact us: If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056
11.4(c)(3)(C) Increase in Eligible Basis (30% Boost)

(c) Increase in Eligible Basis (30 percent Boost). Applications will be evaluated for an increase of up to but not to exceed 30 percent in Eligible Basis provided they meet the criteria identified in paragraphs (1) - (3) of this subsection, or if required under §42 of the Code. Staff will recommend no increase or a partial increase in Eligible Basis if it is determined it would cause the Development to be over sourced, as evaluated by the Real Estate Analysis division, in which case a credit amount necessary to fill the gap in financing will be recommended. In no instance will the boost exceed more than the amount of credits required to create the HTC rent-restricted units, as determined by the Real Estate Analysis division of TDHCA. The criteria in paragraph (3) of this subsection are not applicable to Tax-Exempt Bond Developments.

(1) The Development is located in a Qualified Census Tract (QCT) (as determined by the Secretary of HUD) that has less than 20 percent Housing Tax Credit Units per total households in the tract as established by the U.S. Census Bureau for the 5-year American Community Survey. New Construction or Adaptive Reuse Developments located in a QCT that has in excess of 20 percent Housing Tax Credit Units per total households in the tract are not eligible to qualify for a 30 percent increase in Eligible Basis, which would otherwise be available for the Development Site pursuant to §42(d)(5) of the Code. For Tax-Exempt Bond Developments, as a general rule, a QCT designation would have to coincide with the program year the Certificate of Reservation is issued in order for the Department to apply the 30 percent boost in its underwriting evaluation. For New Construction or Adaptive Reuse Developments located in a QCT with 20 percent or greater Housing Tax Credit Units per total households, the Development is eligible for the boost if the Application includes a resolution stating that the Governing Body of the appropriate municipality or county containing the Development has by vote specifically allowed the construction of the new Development and referencing this rule. An acceptable, but not required, form of resolution may be obtained in the Multifamily Programs Procedures Manual. Required documentation must be submitted by the Full Application Delivery Date as identified in §11.2 of this chapter or Resolutions Delivery Date in §10.4 of this title, as applicable. Applicants must submit a copy of the census map that includes the 11-digit census tract number and clearly shows that the proposed Development is located within a QCT; OR

(2) The Development is located in a Small Area Difficult Development Area (“SADDA”) (based on Small Area Fair Market Rents (“FMRs”) as determined by the Secretary of HUD) that has high construction, land and utility costs relative to the AMGI. For Tax-Exempt Bond Developments, as a general rule, a SADDA designation would have to coincide with the program year the Certificate of Reservation is issued in order for the Department to apply the 30 percent boost in its underwriting evaluation. Applicants must submit a copy of the SADDA map that clearly shows the proposed Development is located within the boundaries of a SADDA; OR

(3) The Development meets one of the criteria described in subparagraphs (A) - (E) of this paragraph pursuant to §42(d)(5) of the Code:

(A) the Development is located in a Rural Area;

(B) the Development is proposing entirely Supportive Housing and is expected to be debt free or have no foreseeable or non-cash flow debt;

(C) the Development meets the criteria for the Opportunity Index as defined in §11.9(c)(4) of this chapter (relating to Competitive HTC Selection Criteria);

(D) the Applicant elects to restrict an additional 10 percent of the proposed low-income Units for households at or below 30 percent of AMGI. These Units must be in addition to Units required under any other provision of this chapter, or required under any other funding source from the Multifamily Direct Loan program; or

(E) the Development is in an area covered by a concerted revitalization plan, is not an Elderly Development, and is not located in a QCT. A Development will be considered to be in an area covered by a concerted revitalization plan if it is eligible for and elects points under §11.9(d)(7) of this chapter.
### Opportunity Index Data (§11.9(c)(4) of the 2018 Qualified Allocation Plan)

The median household income data is from table B19013 and the poverty data is from table S1701 of the 2011 - 2015 5-year American Community Survey (ACS). This data corresponds with the Opportunity Index scoring item at §11.9(c)(4) of the 2018 Qualified Allocation Plan (QAP). The QAP can be found at [http://www.tdhca.state.tx.us/multifamily/ntfas-rules.htm](http://www.tdhca.state.tx.us/multifamily/ntfas-rules.htm). Please contact jason.burr@tdhca.state.tx.us with any questions.

The median household income data is from table B19013 and the poverty data is from table S1701 of the 2011 - 2015 5-year American Community Survey (ACS). This data corresponds with the Opportunity Index scoring item at §11.9(c)(4) of the 2018 Qualified Allocation Plan (QAP). The QAP can be found at [http://www.tdhca.state.tx.us/multifamily/ntfas-rules.htm](http://www.tdhca.state.tx.us/multifamily/ntfas-rules.htm). Please contact jason.burr@tdhca.state.tx.us with any questions.

<table>
<thead>
<tr>
<th>Region</th>
<th>Census Tract</th>
<th>County</th>
<th>County FIPS</th>
<th>Poverty Rate</th>
<th>Median Poverty Rate by Region</th>
<th>Poverty Rate Rank</th>
<th>Median Income - Household</th>
<th>Q3 Income &gt;</th>
<th>Q2 Income &gt;</th>
<th>Q1 Income &gt;</th>
<th>Median Household Income Quartile</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>48140010331</td>
<td>El Paso</td>
<td>48141</td>
<td>17.1</td>
<td>24.15</td>
<td>OK</td>
<td>54909</td>
<td>27976.25</td>
<td>37482</td>
<td>50248.75</td>
<td>1q</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 qualify for OI points under (4)(A)*
### Median Household Income in the Past 12 Months (in 2015 Inflation-Adjusted Dollars)

**Universe:** Households  
**2011-2015** American Community Survey 5-Year Estimates

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

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

**Tell us what you think.** Provide feedback to help make American Community Survey data more useful for you.

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

### Table: Median Household Income

<table>
<thead>
<tr>
<th>Census Tract 103.31, El Paso County, Texas</th>
<th>Estimate</th>
<th>Margin of Error</th>
</tr>
</thead>
<tbody>
<tr>
<td>Median household income in the past 12 months (in 2015 Inflation-adjusted dollars)</td>
<td>54,909</td>
<td>+/-4,774</td>
</tr>
</tbody>
</table>

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

While the 2011-2015 American Community Survey (ACS) data generally reflect the February 2013 Office of Management and Budget (OMB) definitions of metropolitan and micropolitan statistical areas; in certain instances the names, codes, and boundaries of the principal cities shown in ACS tables may differ from the OMB definitions due to differences in the effective dates of the geographic entities.

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

**Source:** U.S. Census Bureau, 2011-2015 American Community Survey 5-Year Estimates

**Explanation of Symbols:**

1. An "***" entry in the margin of error column indicates that either no sample observations or too few sample observations were available to compute a standard error and thus the margin of error. A statistical test is not appropriate.
2. An "**" entry in the estimate column indicates that either no sample observations or too few sample observations were available to compute an estimate, or a ratio of medians cannot be calculated because one or both of the median estimates falls in the lowest interval or upper interval of an open-ended distribution.
3. An "*" following a median estimate means the median falls in the lowest interval of an open-ended distribution.
4. An "+" following a median estimate means the median falls in the upper interval of an open-ended distribution.
5. An "***" entry in the margin of error column indicates that the median falls in the lowest interval or upper interval of an open-ended distribution. A statistical test is not appropriate.
6. An "****" entry in the margin of error column indicates that the estimate is controlled. A statistical test for sampling variability is not appropriate.
7. An "N" entry in the estimate and margin of error columns indicates that data for this geographic area cannot be displayed because the number of sample cases is too small.
Supporting documentation on code lists, subject definitions, data accuracy, and statistical testing can be found on the American Community Survey website in the Data and Documentation section.

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

**Tell us what you think.** Provide feedback to help make American Community Survey data more useful for you.

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

<table>
<thead>
<tr>
<th>Subject</th>
<th>Total</th>
<th>Below poverty level</th>
<th>Percent below poverty level</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Estimate</td>
<td>Margin of Error</td>
<td>Estimate</td>
</tr>
<tr>
<td><strong>Population for whom poverty status is determined</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>AGE</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Under 18 years</td>
<td>12,416</td>
<td>+/-922</td>
<td>2,119</td>
</tr>
<tr>
<td>Under 5 years</td>
<td>4,435</td>
<td>+/-612</td>
<td>1,035</td>
</tr>
<tr>
<td>5 to 17 years</td>
<td>1,352</td>
<td>+/-329</td>
<td>357</td>
</tr>
<tr>
<td>Related children of householder under 18 years</td>
<td>3,083</td>
<td>+/-568</td>
<td>678</td>
</tr>
<tr>
<td>18 to 64 years</td>
<td>4,435</td>
<td>+/-612</td>
<td>1,035</td>
</tr>
<tr>
<td>65 years and over</td>
<td>7,355</td>
<td>+/-500</td>
<td>1,042</td>
</tr>
<tr>
<td><strong>SEX</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Male</td>
<td>6,525</td>
<td>+/-592</td>
<td>1,059</td>
</tr>
<tr>
<td>Female</td>
<td>5,891</td>
<td>+/-604</td>
<td>1,060</td>
</tr>
</tbody>
</table>

**RACE AND HISPANIC OR LATINO ORIGIN**
Elected officials were identified in the **Pre-Application**, and there have been no changes. (If box above is checked, these forms may be left **BLANK**.)

Please identify all elected officials which represent the Development Site.

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

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

<table>
<thead>
<tr>
<th>State Representative</th>
<th>District</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Support Letter

<table>
<thead>
<tr>
<th>City Mayor</th>
<th>County Judge</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th></th>
<th>City</th>
<th>Zip</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Presiding officer of Board of Trustees

<table>
<thead>
<tr>
<th>Address</th>
<th>City</th>
<th>Zip</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

**x** Organizations were identified in the Pre-Application, and there have been no changes.

(If above is checked, these forms may be left **BLANK**)

<table>
<thead>
<tr>
<th></th>
<th>Name of Organization</th>
<th>Contact Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Address</td>
<td>City</td>
</tr>
<tr>
<td></td>
<td>Zip</td>
<td>Phone</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Fax or Email</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Name of Organization</th>
<th>Contact Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Address</td>
<td>City</td>
</tr>
<tr>
<td></td>
<td>Zip</td>
<td>Phone</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Fax or Email</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Name of Organization</th>
<th>Contact Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Address</td>
<td>City</td>
</tr>
<tr>
<td></td>
<td>Zip</td>
<td>Phone</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Fax or Email</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Name of Organization</th>
<th>Contact Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Address</td>
<td>City</td>
</tr>
<tr>
<td></td>
<td>Zip</td>
<td>Phone</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Fax or Email</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Name of Organization</th>
<th>Contact Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>5.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Address</td>
<td>City</td>
</tr>
<tr>
<td></td>
<td>Zip</td>
<td>Phone</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Fax or Email</td>
</tr>
</tbody>
</table>
CERTIFICATION OF NOTIFICATIONS (ALL PROGRAMS)

Pursuant to §10.203 of the Uniform Multifamily Rules, evidence of notifications includes this sworn affidavit, and the Elected Officials and Neighborhood Organizations Forms. All Applicants, or persons with signing authority, must complete Part 1 or Part 2 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 §10.203 of the Uniform Multifamily Rules, 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):

The pre-application for this full Application met all threshold requirements, but all required entities were re-notified as required by §10.203 of the Uniform Multifamily Rules. As applicable, all changes in the Application have been made on the Elected Officials and/or Neighborhood Organizations Form(s).

Notifications made at Application:

No pre-application was submitted, and all required entities were notified as required by §10.203 of the Uniform Multifamily Rules.

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 Parts 5 and 6 of the Application are 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 §10.203 of the Multifamily Uniform Rules. 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. No Neighborhood Organizations exist (competitive HTC only):

I (We) certify that no Neighborhood Organizations exist for which this Application would be eligible to receive points under §11.9(d)(4) of the QAP or for which notification is required.

Part 4. Certification

By:

[Signature of Applicant/Development Owner]

R.L. "Bobby" Bowling, IV

Printed Name

2/28/2018

Date

Notarize on next page
Texas
Notary Public, State of

El Paso
County of

January 22, 2021
My Commission expires

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 28 day of February, 2018

Notary Public Signature

EVA DAVALOS
Notary ID # 125830396
My Commission Expires
January 22, 2021
Development Narrative

1. The proposed Development is: (Check all that apply)

   - New Construction
   - and/or: 

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

   Previous TDHCA #: N/A  If Acquisition/Rehab or Rehab, original construction year: N/A

   If Reconstruction, Units Demolished: N/A  Units Reconstructed: N/A

   If Adaptive Reuse, Additional Phase, or Scattered Site, include detailed information in the Narrative (4.) below.

2. The Target Population will be:

   - General

   Applicants seeking to be scored as Supportive Housing must select Supportive Housing as the population.

   §10.3(46) If Elderly Preference is selected, complete the statement below and submit supporting documentation behind this tab.

   Elderly Preference is based on funding from:

3. Staff Determinations regarding definitions of development activity obtained?

   - If a determination under §10.3(b) of the Uniform Multifamily Rules was made prior to Application submission, provide a copy of such determination behind this tab.

4. Narrative

   Briefly describe the proposed Development, including any relevant information not already identified above.

   The Development is a fee simple townhome style apartment complex that is typical for the Targeted Population.

   The agreement is between Tropicana Building II, LLC and Edgemere Palms, LTD who are related parties.

If a revised form is submitted, date of submission: ________________________
5. **Funding Request:**

   Complete the table below to describe this Application’s funding request. If applying for Multifamily Direct Loan funds, please select only one type of loan.

<table>
<thead>
<tr>
<th>Department Funds applying for with this Application</th>
<th>Requested Amount</th>
<th>If funds will be in the form of a Direct Loan by the Department or for Private Activity Bonds, the terms will be:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Multifamily Direct Loan: Const. to Perm. (Repayable)</td>
<td></td>
<td>Interest Rate (%)</td>
</tr>
<tr>
<td>Multifamily Direct Loan: Construction Only (Repayable)</td>
<td></td>
<td>0.00%</td>
</tr>
<tr>
<td>Multifamily Direct Loan: Const. to Perm. (Soft Repayable)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CHDO Operating Expenses Grant</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Housing Tax Credits</td>
<td>$1,163,300</td>
<td></td>
</tr>
<tr>
<td>Private Activity Mortgage Revenue</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

6. **§11.5 - Set-Aside (For Competitive HTC & Multifamily Direct Loan 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>At-Risk</td>
<td>Nonprofit</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

7. **Previously Awarded State and Federal Funding**

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

   Has this site/activity previously received TDHCA funds? No

   If "Yes" Enter Project Number: 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) & (B), the term “qualified low income housing development” means any project or 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.

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

1. Common Amenities (ALL Multifamily Applications §10.101(b)(5))

<table>
<thead>
<tr>
<th># of Units</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>96</td>
<td>10</td>
</tr>
</tbody>
</table>

X Development will provide sufficient common amenities to qualify for the number of points indicated above, pursuant to §10.101(b)(5) of the Uniform Multifamily Rules. Applications for scattered site developments should refer to §10.101(b)(5)(B) of the Uniform Multifamily Rules.

2. Unit Requirements (ALL Multifamily Applications §10.101(b)(6)(A) and (B))
   
A. Unit Sizes

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

<table>
<thead>
<tr>
<th>Bedroom Size</th>
<th>Square Footage</th>
</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>

OR:

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

B. Unit Amenities (For Competitive HTC Applications, see Tab 19 for Unit and Development Features)

X Application is a Tax Exempt Bond Development and will meet a minimum of seven (7) points as outlined in §10.101(b)(6)(B) of the Uniform Multifamily Rules.

X Application is HOME only or other Department Direct Loan and will meet a minimum of four (4) points as outlined in §10.101(b)(6)(B) of the Uniform Multifamily Rules.

** Rehabilitation Developments will start with a base score of three (3) points and Supportive Housing Developments will start with a base score of five (5) points. **

3. Tenant Supportive Services (For Competitive HTC Applications and Direct Loan Applications seeking to qualify for points under §13.6, see Tab 19 for Tenant Services elections)

X Application is a Tax Exempt Bond Development and will meet a minimum of eight (8) points as outlined in §10.101(b)(7) of the Uniform Multifamily Rules.

X Application is only requesting Direct Loan funds and will meet a minimum four (4) points as outlined in §10.101(b)(7) of the Uniform Multifamily Rules.

4. Development Accessibility Requirements (ALL Multifamily Applications)

X Development will meet all specifications and accessibility requirements reflected in the Certification of Development Owner form pursuant to §10.101(b)(8) of the Uniform Multifamily Rules.

All Units accessed by the ground floor or by elevator ("affected units") comply with the visitability requirements in clauses (i) – (iii) of 10 TAC §10.101(b)(8)(B).

and

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

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 §10.101(b)(8)(B).
### Development Activities (Continued)

#### 1. Size and Quality of Units (Competitive HTC Applications only) [§11.9(b)]

**Points claimed:**

<table>
<thead>
<tr>
<th>Bedroom Size</th>
<th>Square Footage</th>
<th>Points claimed</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>550</td>
<td>8</td>
</tr>
<tr>
<td>1</td>
<td>650</td>
<td>8</td>
</tr>
<tr>
<td>2</td>
<td>850</td>
<td>8</td>
</tr>
<tr>
<td>3</td>
<td>1,050</td>
<td>8</td>
</tr>
<tr>
<td>4</td>
<td>1,250</td>
<td>7</td>
</tr>
</tbody>
</table>

- Development is Rehabilitation and either Supportive Housing or USDA financed OR meets the minimum size requirements identified below:

- Specific amenities and quality features will be provided in every Unit at no extra charge to the tenant; Development will maintain the points selected and associated with those amenities as outlined in §10.101(b)(6)(B) of the Uniform Multifamily Rules.*

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

#### 2. Rent Levels of Tenants and Tiebreaker (Direct Loan Applications only) [§13.6(e) and (f)]

**Direct Loan Points:**

- At least 20 percent of all low-income Units at 30% or less of AMGI*
- 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*
- At least 5 percent of all low-income Units at 30% or less of AMGI*
- In the event of a tie with another application or applications, this percentage of 30% AMGI MFDL units within the Development would be converted to be available to households at 15% AMGI.

* Applicants electing to restrict units at 30% AMGI for Competitive HTC purposes may not count those units for point scoring under §13.6(e). However, 50% AMGI and 60% AMGI units that are layered with 30% AMGI units for Direct Loan purposes may count for point scoring under §13.6(e). Points claimed here will not appear on the Self Score tab.

#### 3. Income Levels of Tenants (Competitive HTC Applications only) [§11.9(c)(1)]

**Points Claimed:**

- Total Number of Units at 50% or less of AMGI
- Number of 30% Units used to score points under §11.9(c)(2)*
- Number of 30% Units used under §11.4(c)(3)(D) regarding an Increase in Eligible Basis (30% boost)
- Number of Units at 50% or less of AMGI available to use for points under §11.9(c)(1)
- Percentage used for calculation of eligible points under §11.9(c)(1)

Mark **only one** box below:

- Development is located in a Non-Rural Area of the Dallas, Fort Worth, Houston, San Antonio or Austin MSA; or
- Developments proposed in all other areas.

* Applicants electing the 30% boost for additional 30% units are advised to ensure the units used to support the boost are not included in the units needed to achieve the Application's scoring elections.

#### 4. Rent Levels of Tenants (Competitive HTC Applications only) [§11.9(c)(2)]

**Points Claimed:**

- At least 20% (less Units used for eligibility for boost) of all low-income Units are restricted at 30% or less of AMGI; development is Supportive Housing proposed by a Qualified Nonprofit Organization.
- Development is urban and at least 10% (less Units used for eligibility for boost) of all low-income Units are restricted at 30% or less of AMGI: or
- Development is located in a Rural Area and 7.5% (less Units used for eligibility for boost) of all low-income Units are restricted at 30% or less of AMGI: or
- At least 5% of all low-income Units at 30% or less of AMGI

#### 5. Tenant Services (Competitive HTC Applications and Direct Loan Applications ) [§11.9(c)(3) and §13.6(6)]

Development will provide a combination of supportive services as identified in §10.101(b)(7) and those services will be recorded in the Development's LURA.

- Supportive Housing Development proposed by a Qualified Nonprofit
- All other Developments.
6. **Tenant Populations with Special Housing Needs (Competitive HTC, MFDL, and Section 811 Applications) [§11.9(c)(7); §13.6(6)]**

Applicants scoring points under the Section 811 PRA program should pay close attention to the URA requirements included in Tab 21, Davis Bacon requirements under TAB 44 and the environmental clearance requirements included in Tab 47.

If pursuing these points, Applicants must try to score first with subparagraph (A) and then subparagraph (B). Only if an Applicant or Affiliate cannot meet the requirements of subparagraphs (A) or (B) may an Application qualify for points under subparagraph (C).

Select only one scoring scenario below:

A  [ ] Applicant or Affiliate Owns or Controls an *Existing Development* that is included on the List of Eligible Existing Developments for Participation in the Section 811 PRA Program (See 10 TAC §8.3 and 10 TAC 8.4)

- Attached behind this tab is the executed Certification for Section 811 PRA Program Participation.

B  [ ] If not scoring under A above, Applicant or Affiliate is committing at least 10 Units in the proposed Development for participation in the Section 811 PRA Program

- Applicant or Affiliate has attached behind this tab an explanation and documentation regarding the Applicant’s or Affiliate’s lack of Ownership interest or Control of any Existing Development that is included on the List of Qualified Existing Developments for Multifamily Programs:

  AND

- Attached behind this tab is the executed Certification for Section 811 PRA Program Participation.

C  [ ] If cannot score under A or B above, Applicant elects to set-aside at least 5 percent of the total Units for Persons with Special Needs. *MFDL Applications that are not layered with 2018 9% HTC cannot elect to score points under this item*. The Department will require an initial minimum twelve-month period during which Units must either be occupied by Persons with Special Needs or held vacant, unless the units receive HOME funds from any source.

- Applicant or Affiliate has attached behind this tab an explanation and documentation regarding the Applicant’s or Affiliate’s lack of Ownership interest or Control of any Existing Development that is included on the List of Qualified Existing Developments for Multifamily Programs; and the Development applying for funding has a disqualifying factor described below:

  Mark any of the following factors that disqualify the development applying for funding from participating in the Section 811 PRA Program and provide documentation supporting the selection:

  - The Development is not proposing to use and previously did not use federal funding (such as HOME or CDBG funds), and the Development was originally constructed before 1978;

  - Development only has units available that have existing or proposed project-based rental or long-term operating assistance that will be in effect when the property is operating within six months of receiving Section 811 PRA Program assistance;

  - Development only has units available that are restricted for persons with disabilities.

  - A Development having a preference for Persons with Disabilities or a use restriction for Special Needs Populations is not a disqualifying factor for purposes of this scoring item.

  - Development only has units with an existing or proposed 62 or more age restriction.

  - Development is not located in Austin-Round Rock MSA, Brownsville-Harlingen MSA, Corpus Christi MSA, Dallas-Fort Worth-Arlington MSA, El Paso MSA, Houston-The Woodlands-Sugar Land MSA, McAllen-Edinburg-Mission MSA, or San Antonio-New Braunfels MSA.

  - The Development is a new construction project and located in the mapped 500-year floodplain or the 100-year floodplain according to FEMA’s most current Flood Insurance Rate Maps.

  - The Development is located in a coastal high hazard area (V Zone) or regulatory floodway.

  - Other disqualifying factor (please explain)
7. **Pre-Application Participation (Competitive HTC Applications only) [§11.9(e)(3)]**
   - Development is requesting Pre-Application Points.

8. **Extended Affordability (Competitive HTC Applications only) [§11.9(e)(5)]**
   - Development will maintain a 35 year Affordability Period.

9. **Historic Preservation (Competitive HTC Applications only) [§11.9(e)(6)]**
   - Application requests points for Historic Preservation.
   - Application contains a letter from the Texas Historical Commission (THC) determining preliminary eligibility for federal or state historic (rehabilitation) tax credits.
   - Application includes documentation from the Texas Historical Commission that the property is currently a Certified Historic Structure or determining preliminary eligibility for status as a Certified Historic Structure.
   - Development will be able to document receipt of historic tax credits by the time Forms 8609 are issued.
   - At least 75% of the residential units will be within the Certified Historic Structure.
   - Attached behind this tab are the THC letter and other documentation described above.
   - Application is eligible for five (5) points.

10. **Right of First Refusal (Competitive HTC Applications only) [§11.9(e)(7)]**
    - Development Owner agrees to provide a Right of First Refusal to purchase the Development upon or following the end of the Compliance Period.

11. **Funding Request Amount (Competitive HTC Applications only) [§11.9(e)(8)]**
    - Application reflects funding request for no more than 100% of the amount available in the subregion or set-aside as of 12/5/2017.
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, stating sizes, etc.
- identifies all residential and common buildings and labels them consistently with the Building/Unit Type Configuration form
- clearly delineates the flood plain boundary lines or states there is no floodplain
- identifies all easements, regardless of how they are held
- indicates placement of detention/retention pond(s) or states there are no detention ponds
- indicates the location and number of parking spaces, garages and carports
- indicates the location and number of accessible parking spaces (review application webinar)
- includes information regarding local parking requirements
- indicates compliant accessible routes
- includes a unit and building type table matrix that indicates the distribution of accessible Units
- describes if applicable how flood mitigation or other required mitigation will be accomplished.

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, porches and patios, and any other square footage not included in NRA
- location of accessible units

Common Building floor plans should include the following, building by building:
- tabulation of the square footage of conditioned (heated and cooled) spaces that are accessible to tenants, e.g., offices for tenant/management contact, clubrooms, kitchens, exercise rooms, laundries, etc. (state each area separately).
- tabulation of the square footage of conditioned areas that are restricted to employees, only, e.g., administrative offices, maintenance areas, etc. (state each area separately).
- tabulation of the square footage of unconditioned areas that are accessible to tenants, e.g., porches, patios, mailbox areas, etc. (state each area separately)
- tabulation of the square footage of unconditioned areas that are restricted to employees, only, e.g., maintenance areas, equipment rooms, storage, etc. (state each area separately)

For Supportive Housing only, specification of space to be used for 50 sq ft/unit common space

Unit floor plans for each type of Unit
- 5% of each Unit type are accessible to tenants with a mobility impairment, and 2% are accessible to tenants with a vision or hearing impairment
- All Units accessed by the ground floor or by elevator comply with the visitability requirements of 10.101(b)(8)(B)(iii)

Elevations for each side of each building type and must include:
- a percentage estimate of the exterior composition of each elevation
- roof pitch

Photos of building elevations (Rehab and Adaptive Reuse not altering the unit configuration)
**Edgemere Palms Site Plan**

**Prepared By:**

**Prepared For:**

---

**BASKETBALL**

**BUILDING A**

**BUILDING C**

**ADA**

**BUILDING D**

**COMMUNITY CENTER**

**BIKE RACK**

**5' BUILDING SETBACK**

**25' BUILDING SETBACK**

---

**Flourish:**

This property is located within Zone "A" as designated in Federal Insurance Administration, Effective Date, October 22, 1984 of the Flood Insurance Rate Map of the unincorporated areas of El Paso County, Texas. Zone "A" is designated as areas determined to be outside the 100-year floodplain.

**Engineering Statement:**

The site plan generally adheres to all applicable zoning, site development, and building code ordinances. In the event required by the FAIR Housing Design Act Manual, there will be an accessibility in each suite from common use facility of the apartment unit.

**Site Area:**

<table>
<thead>
<tr>
<th>Site Area</th>
<th>Development Site</th>
<th>10 Acres</th>
</tr>
</thead>
</table>

**Regular Accessible Parking:**

12 provided

**Van Accessible Parking:**

4 provided

---

**Legend:**

- Proposed Asphalt Pavement
- Proposed Flood Area
- Proposed Landscaping
- Proposed Sidewalk / Concrete
- ADA Accessible Toilet Unit
- ADA Accessible Heating / Air
- Proposed Parking

---

**Building Summary:**

<table>
<thead>
<tr>
<th>Building</th>
<th>Type</th>
<th>Unit</th>
<th>Unit ID</th>
<th>Number of Bathrooms</th>
<th>Number of Bedrooms</th>
<th>Number of Stories</th>
<th>Gross Area</th>
</tr>
</thead>
</table>

---

**Parking:**

<table>
<thead>
<tr>
<th>Type</th>
<th>Number of Spaces Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bikes</td>
<td>100</td>
</tr>
<tr>
<td>H1/2</td>
<td>5</td>
</tr>
<tr>
<td>H2</td>
<td>10</td>
</tr>
<tr>
<td>H3</td>
<td>20</td>
</tr>
<tr>
<td>H4</td>
<td>20</td>
</tr>
<tr>
<td>Total</td>
<td>100</td>
</tr>
</tbody>
</table>

---

**Note:**

This property may be subject to easements, covenants, or restrictions.

---

**Graphics Scale:**

0 75 150

---

**Cardenas Inc.**

Leaders in Project Delivery & Performance

Texas Board of Professional Engineers Registration No. F-000554
PUBLIC AREAS

HEATED AREAS

- FOYER = 74 SQ. FT.
- LIBRARY & CLOSET = 473 SQ. FT.
- BUSINESS CTR. = 171 SQ. FT.
- COMMUNITY RM. = 1491 SQ. FT.
- MANAGER’S OFFICE = 275 SQ. FT.
- WOMEN’S R.R. = 57 SQ. FT.
- MEN’S R.R. = 89 SQ. FT.

TOTAL: 2630 SQ.FT.

NON-HEATED AREAS

- EXT. PORCH = 229 SQ. FT.
- EXT. PATIO = 309 SQ. FT.

TOTAL: 530 SQ.FT.

NON-PUBLIC AREAS

- MAINTENANCE SHOP = 278 SQ. FT.
- OFFICE STORAGE = 27 SQ. FT.
- OFFICE RESTROOM = 49 SQ. FT.
- JANITOR’S CLOSET = 38 SQ.FT.
- FURNACE CLOSET = 12 SQ. FT.
- WALLS & VOIDS = 211 SQ. FT.

TOTAL: 615 SQ.FT.

FLOOR PLAN LAYOUT

3245 SQ. FT.

COMMUNITY CENTER OPTION 1

EXTERIOR FRONT ELEVATION

EXTERIOR MATERIAL:
- 100% STUCCO
- 100% CEMENTATIOUS BRD ON SOFFIT

CONCEPTUAL FLOOR PLAN AND EXTERIOR ELEVATION
COMMUNITY CENTER OPTION 1

EXTERIOR ELEVATION
EXTERIOR MATERIAL:
100% STUCCO
100% CEMENTATIONOUS BRD ON SOFFIT

CONCEPTUAL EXTERIOR ELEVATIONS
ONE BEDROOM
FLOOR PLAN LAYOUT TYPE "A" ADA

667 SQ. FT. (Rentable SQ. FT.)

STORAGE (Unconditioned) 13 SQ. FT.
Accessible to tenants

HALLWAY = 44 SQ. FT.

TOTAL/UNIT = 667 SQ. FT.
ONE BEDROOM
FLOOR PLAN LAYOUT TYPE "A"

667 SQ. FT. (Rentable SQ. FT.)

STORAGE (Unconditioned) 13 SQ. FT.
Accessible to tenants

HALLWAY = 44 SQ. FT.

TOTAL/UNIT = 667 SQ. FT.

CONCEPTUAL UNIT FLOOR PLAN
EXTERIOR ELEVATION

**EXTERIOR MATERIAL:** EXTERIOR SIDES
- 100% STUCCO
- 100% CEMENTATIOUS BRD. SOFFIT
- 30 YR. DIMENSIONAL SHINGLES

**TOTAL BUILDING SQ. FT.**
2668.00 SQ. FT.

- BREEZEWAY = 0 SQ. FT.
- HALLWAYS = 0 SQ. FT.
- UTILITY CLOSET = 0 SQ. FT.
- **PORCH** = 32 SQ. FT.
- **BALCONY** = 0 SQ. FT.

* Porch and balcony sq. ft. area is not in the net rentable area calculation (NRA) and is NOT considered part of a common area.

**STORAGE** (Unconditioned) 13 SQ. FT.
Accessible to tenants

---

CONCEPTUAL UNIT FLOOR PLAN

**ONE BEDROOM UNITS, TYPE "A" ADA**

DOUBLE QUAD- UNIT SIZE 667 SQ. FT. (N.R.S.F.)
TOTAL / BLDG. = 2668 SQ. FT.
EXTERIOR SIDE ELEVATION

ONE BEDROOM UNITS, TYPE "A"

DOUBLE QUAD- UNIT SIZE 667 SQ. FT. (N.R.S.F.)
TOTAL BUILDING SQ. FT.
2668.00 SQ. FT.

EXTERIOR MATERIAL: EXTERIOR SIDES
100% STUCCO
100% CEMENTATIOUS BRD. SOFFIT
30 YR. DIMENSIONAL SHINGLES

YEAR 2018
TWO BEDROOM
FLOOR PLAN LAYOUT TYPE "B" ADA
865 SQ. FT. (Rentable SQ. FT.)
STORAGE (Unconditioned) 15 SQ. FT.
Accessible to tenants
HALLWAY = 48 SQ. FT.
TOTAL/UNIT = 865 SQ. FT.

CONCEPTUAL UNIT FLOOR PLAN
TWO BEDROOM
FLOOR PLAN LAYOUT TYPE "B"

865 SQ. FT. (Rentable SQ. FT.)

STORAGE (Unconditioned) 15 SQ. FT.
Accessible to tenants

HALLWAY = 48 SQ. FT.

TOTAL/UNIT = 865 SQ. FT.
EXTERIOR ELEVATION

- EXTERIOR MATERIAL: EXTERIOR SIDES
  - 100% STUCCO
  - 100% CEMENTATIOUS BRD. SOFFIT
  - 30 YR. DIMENSIONAL SHINGLES

TOTAL BUILDING SQ. FT.
3,460 SQ. FT.

- BREEZEWAY = 0 SQ. FT.
- HALLWAYS = 0 SQ. FT.
- UTILITY CLOSET = 0 SQ. FT.
- * PORCH = 40 SQ. FT.
- * BALCONY = 0 SQ. FT.

* Porch and balcony sq. ft. area is not in the net rentable area calculation (NRA) and is NOT considered part of a common area.

* STORAGE
  - (Unconditioned) 15 SQ. FT.
  - Accessible to tenants

TWO BEDROOM UNITS, TYPE "B" W/ ADA

FOUR PLEX- UNIT SIZE 865 SQ. FT. (N.R.S.F.)
TOTAL / BLDG. = 3,460 SQ. FT.
SIDE ELEVATION
TWO BEDROOM UNITS, TYPE "B"

DOUBLE QUAD- UNIT SIZE 865 SQ. FT. (N.R.S.F.)
TOTAL BUILDING SQ. FT.
3460 SQ. FT.

EXTERIOR MATERIAL: EXTERIOR SIDES
100% STUCCO
100% CEMENTATIOUS BRD. SOFFIT
30 YR. DIMENSIONAL SHINGLES

YEAR 2018

CONCEPTUAL UNIT FLOOR PLAN
THREE BEDROOM (TWO STORY)
1ST FLOOR PLAN LAYOUT TYPE "C" ADA

1ST FLOOR 763 SQ. FT. (Rentable SQ. FT.)
1ST FLOOR HALLWAY = 80 SQ. FT.
TOTAL/UNIT W/2ND FLOOR=1,065 SQ. FT.

CONCEPTUAL UNIT FLOOR PLAN
THREE BEDROOM (TWO STORY)
2ND FLOOR PLAN LAYOUT TYPE "C" ADA

2ND FLOOR 302 SQ. FT. (Rentable SQ. FT.)
2ND FLOOR HALLWAY = 71 SQ. FT.
TOTAL/UNIT W/1ST FLOOR=1,065 SQ. FT.

CONCEPTUAL UNIT FLOOR PLAN
THREE BEDROOM (TWO STORY)
1ST FLOOR PLAN LAYOUT TYPE "C"

1ST FLOOR 763 SQ. FT. (Rentable SQ. FT.)
1ST FLOOR HALLWAY = 47 SQ. FT.
TOTAL/UNIT W/2ND FLOOR=1,065 SQ. FT.

CONCEPTUAL UNIT FLOOR PLAN
THREE BEDROOM (TWO STORY)
2ND FLOOR PLAN LAYOUT TYPE "C"

YEAR 2018

2ND FLOOR 302 SQ. FT. (Rentable SQ. FT.)
2ND FLOOR HALLWAY = 38 SQ. FT.
TOTAL/UNIT W/1ST FLOOR = 1,065 SQ. FT.

CONCEPTUAL UNIT FLOOR PLAN
EXTERIOR ELEVATION

EXTERIOR MATERIAL: EXTERIOR SIDES
100% STUCCO
100% CEMENTATIONOUS BRD. SOFFIT
30 YR. DIMENSIONAL SHINGLES

TOTAL BUILDING SQ. FT.: 4,158.00 SQ. FT.
BREEZEWAY = 0 SQ. FT.
HALLWAYS = 151 SQ. FT.
UTILITY CLOSET = 0 SQ. FT.
*PORCH = 41 SQ. FT.
*BALCONY = 65 SQ. FT.
*STORAGE (Unconditioned) = 15 SQ. FT.

* Porch and balcony sq. ft. area is not in the net rentable area calculation (NRA) and is NOT considered part of a common area.

THREE BEDROOM UNITS, 2 STORY
FOUR PLEX - UNIT SIZE 1,065 SQ. FT. (N.R.S.F.)
TOTAL / BLDG. = 4,158 SQ. FT.

CONCEPTUAL UNIT FLOOR PLAN
EXTERIOR SIDE ELEVATION
THREE BEDROOM UNITS, 2 STORY
FOUR PLEX - UNIT SIZE 1065 SQ. FT. (N.R.S.F.)
TOTAL / BLDG. = 4158 SQ. FT.

EXTERIOR ELEVATION
EXTERIOR MATERIAL: EXTERIOR SIDES
100% STUCCO
100% CEMENTATIOUS BRD. SOFFIT
30 YR. DIMENSIONAL SHINGLES

CONCEPTUAL UNIT FLOOR PLAN
FOUR BEDROOM "ADA"
FLOOR PLAN LAYOUT TYPE "D"

1265 SQ. FT. (Rentable SQ. FT.)

STORAGE  (Unconditioned) 16 SQ. FT.
Accessible to tenants

HALLWAY = 101 SQ. FT.

TOTAL/UNIT = 1265 SQ. FT.
FOUR BEDROOM
FLOOR PLAN LAYOUT TYPE "D"

1265 SQ. FT. (Rentable SQ. FT.)

STORAGE (Unconditioned) 16 SQ. FT.
Accessible to tenants

HALLWAY = 101 SQ. FT.
TOTAL/UNIT = 1265 SQ. FT.
EXTERIOR ELEVATION

EXTERIOR MATERIAL: EXTERIOR SIDES
100% STUCCO
100% CEMENTATIOUS BRD. SOFFIT
30 YR. DIMENSIONAL SHINGLES

TOTAL BUILDING SQ. FT.
5,048 SQ. FT.

- BREEZEWAY = 0 SQ. FT.
- HALLWAYS = 404 SQ. FT.
- *UTILITY CLOSET = 16 SQ. FT.
- *PORCH = 77 SQ. FT.

*Porch and balcony sq. ft. area is not in the net rentable area calculation (NRA) and is NOT considered part of a common area

STORAGE
(Unconditioned) 16 SQ. FT.
Accessible to tenants

4 BEDROOM UNITS, TYPE "D"
FOUR PLEX- UNIT SIZE 1265 SQ. FT. (N.R.S.F.)
TOTAL / BLDG. = 5,060 SQ. FT.

CONCEPTUAL UNIT FLOOR PLAN
EXTERIOR SIDE ELEVATION
EXTERIOR MATERIAL: EXTERIOR SIDES
100% STUCCO
100% CEMENTATIOUS BRD. SOFFIT
30 YR. DIMENSIONAL SHINGLES

4 BEDROOM UNITS, TYPE "D"
### Specifications and Building/Unit Type Configuration

Unit types should be entered from smallest to largest based on “# of Bedrooms” and “Sq. Ft. Per Unit.” “Unit Label” should correspond to the unit label or name used on the unit floor plan. “Building Label” should conform to the building label or name on the building floor plan. The total number of units per unit type and totals for “Total # of Units” and “Total Sq. Ft. for Unit Type” should match the rent schedule and site plan. If additional building types are needed, they are available by unhiding columns Q through AA, and rows 51 through 79.

#### Building Configuration (Check all that apply):
- Single Family Construction
- SRO
- Transitional (per §42(i)(3)(B))
- Duplex
- Scattered Site
- Fourplex
- > 4 Units Per Building
- Townhome

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

#### Number of Parking Spaces (consistent with Architectural Drawings):
- Free Paid
- Shed or Flat Roof Carport Spaces
- Attached Garage Spaces
- Detached Garage Spaces
- Uncovered Spaces
- Structured Parking Garage Spaces

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

<table>
<thead>
<tr>
<th>Unit Type</th>
<th># of Bedrooms</th>
<th># of Baths</th>
<th>Sq. Ft. Per Unit</th>
<th># of Stories</th>
<th>Number of Buildings</th>
<th>Number of Units Per Building</th>
<th>Total # of Units</th>
<th>Total # of Residential Buildings</th>
<th>Total Sq Ft for Unit Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>1</td>
<td>1</td>
<td>667</td>
<td>1</td>
<td>1</td>
<td>4</td>
<td>4</td>
<td>28</td>
<td>24,220</td>
</tr>
<tr>
<td>B</td>
<td>2</td>
<td>1</td>
<td>865</td>
<td>1</td>
<td>1</td>
<td>4</td>
<td>4</td>
<td>28</td>
<td>24,220</td>
</tr>
<tr>
<td>C</td>
<td>3</td>
<td>2</td>
<td>1,065</td>
<td>2</td>
<td>2</td>
<td>4</td>
<td>4</td>
<td>56</td>
<td>59,640</td>
</tr>
<tr>
<td>D</td>
<td>4</td>
<td>2</td>
<td>1,265</td>
<td>2</td>
<td>2</td>
<td>4</td>
<td>4</td>
<td>8</td>
<td>10,120</td>
</tr>
<tr>
<td><strong>Totals</strong></td>
<td><strong>4</strong></td>
<td><strong>28</strong></td>
<td><strong>56</strong></td>
<td><strong>8</strong></td>
<td><strong>-</strong></td>
<td><strong>-</strong></td>
<td><strong>-</strong></td>
<td><strong>96</strong></td>
<td><strong>96,648</strong></td>
</tr>
</tbody>
</table>

#### Supportive Housing Applicants Only
- Enter the total development common area from the architect’s plans:
- Ensure that this number matches your architectural drawings.
- The additional square footage allowed for Supportive Housing per 11.9(e)(2) is: 4,800
- The lesser of these two numbers added to NRA:
  - Use this number to figure points under 11.9(e)(2)
  - 96,648

If a revised form is submitted, date of submission: **-**
# 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 10.101(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>96</td>
<td>5%</td>
<td>4.8</td>
<td>5</td>
<td>5</td>
</tr>
<tr>
<td>1/1 (667 sqft)</td>
<td>4</td>
<td>5%</td>
<td>0.2</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>2/1 (865 sqft)</td>
<td>28</td>
<td>5%</td>
<td>1.4</td>
<td>1.4</td>
<td>1</td>
</tr>
<tr>
<td>3/2 (1065 sqft)</td>
<td>56</td>
<td>5%</td>
<td>2.8</td>
<td>2.8</td>
<td>2</td>
</tr>
<tr>
<td>4/2 (1265 sqft)</td>
<td>8</td>
<td>5%</td>
<td>0.4</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>E</td>
<td></td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
</tbody>
</table>

|          | 96          | 4.8 | 6.2 | 5 |

*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></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></td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>E</td>
<td></td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
</tbody>
</table>

|          | 68          | 3.4 | 4.2 | 4 |

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

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

By: ___________________________  Printed Name: _________________

Signature: ______________________  Firm Name (if applicable): ______________________

Date: 2/20/12  
arch.PELT, PLLC
# 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 101.1(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>96</td>
<td>2%</td>
<td>1.92</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>1/1 (667 sqft)</td>
<td>4</td>
<td>2%</td>
<td>0.08</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>2/1 (865 sqft)</td>
<td>28</td>
<td>2%</td>
<td>0.56</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>3/2 (1065 sqft)</td>
<td>56</td>
<td>2%</td>
<td>1.12</td>
<td>1.12</td>
<td>0</td>
</tr>
<tr>
<td>4/2 (1265 sqft)</td>
<td>8</td>
<td>2%</td>
<td>0.16</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>96</td>
<td>2%</td>
<td>1.92</td>
<td>4.12</td>
<td>2</td>
</tr>
</tbody>
</table>

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

### EXAMPLE

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

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

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

By: [Signature]

Printed Name: [Perez]

Date: [2/30/18]

Firm Name (If applicable): [PEL]
Accessible Parking Calculation

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

Parking requirements based on:

There must be one accessible space per accessible Unit located on the closest route to the Unit (ADA).

When parking is provided for leasing office and amenities, use ADA Table 208.2 to calculate.

When calculating additional spaces needed, use whichever yields the larger number of spaces.

If you have different kinds of parking, e.g. lot, carport, and garages, each has to meet the standards individually.

If there is a separate amenity (e.g. a pavilion in the back corner of property) that provides non-accessible spaces, at least one space would need to be an accessible.

Use this chart to indicate number of parking spaces provided.

enter the total number of parking spaces

enter the parking type and the number of spaces in each, starting with the surface lot (*see the example)

make sure the totals match!

<table>
<thead>
<tr>
<th>Total # of Spaces:</th>
<th>205</th>
<th>Percentage of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surface lot</td>
<td>195</td>
<td>0.951219512</td>
</tr>
<tr>
<td>Comm Center</td>
<td>7</td>
<td>0.034146341</td>
</tr>
<tr>
<td>Sports Court</td>
<td>2</td>
<td>0.009756098</td>
</tr>
<tr>
<td>Play Area</td>
<td>1</td>
<td>0.0048708049</td>
</tr>
<tr>
<td>Total</td>
<td>205</td>
<td>100</td>
</tr>
</tbody>
</table>

EXAMPLE*

<table>
<thead>
<tr>
<th>Total # of Spaces:</th>
<th>450</th>
<th>Percentage of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surface lot</td>
<td>300</td>
<td>0.666666667</td>
</tr>
<tr>
<td>Carports</td>
<td>100</td>
<td>0.222222222</td>
</tr>
<tr>
<td>Garages</td>
<td>50</td>
<td>0.111111111</td>
</tr>
<tr>
<td>Facility 4</td>
<td>50</td>
<td>0.111111111</td>
</tr>
<tr>
<td>Facility 5</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Total</td>
<td>450</td>
<td>100</td>
</tr>
</tbody>
</table>

Use this chart to figure out accessible parking requirements.

chart above must be completed first

In C32, enter the total number of accessible spaces required

(see Application Webinar, Part 3, from 0:00 - 14:20, or webinar slides starting at slide 136)

In D33, enter the number of units required per accessible Unit in the surface lot

In column F, distribute required van spaces among the different parking facilities

<table>
<thead>
<tr>
<th># Accessible Spaces:</th>
<th>12</th>
<th>Distribution</th>
<th>Van Spaces</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surface lot</td>
<td>11.414634</td>
<td>9</td>
<td>2</td>
</tr>
<tr>
<td>Comm Center</td>
<td>0.4097561</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Sports Court</td>
<td>0.1170732</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Play Area</td>
<td>0.0585366</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Total</td>
<td>0</td>
<td>0</td>
<td>4</td>
</tr>
</tbody>
</table>

EXAMPLE*

<table>
<thead>
<tr>
<th># Accessible Spaces:</th>
<th>16</th>
<th>Distribution</th>
<th>Van Spaces</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surface lot</td>
<td>10.666667</td>
<td>10</td>
<td>1</td>
</tr>
<tr>
<td>Carports</td>
<td>3.5555556</td>
<td>4</td>
<td>1</td>
</tr>
<tr>
<td>Garages</td>
<td>1.7777778</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>Facility 4</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Facility 5</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Total</td>
<td>16</td>
<td>16</td>
<td>3</td>
</tr>
</tbody>
</table>

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: 2/20/10

Printed Name: Federico Perez

Firm Name (If applicable): Arch. PEI, PLLC
**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".

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

<table>
<thead>
<tr>
<th>Rent Designations (select from Drop down menu)</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 60%</td>
<td>2</td>
<td>1</td>
<td>667</td>
<td>1,334</td>
<td>610</td>
<td>88</td>
<td>522</td>
<td>1,044</td>
</tr>
<tr>
<td>MR</td>
<td>2</td>
<td>1</td>
<td>667</td>
<td>1,334</td>
<td>610</td>
<td>0</td>
<td>610</td>
<td>1,220</td>
</tr>
<tr>
<td>TC 30%</td>
<td>24</td>
<td>2</td>
<td>865</td>
<td>20,760</td>
<td>732</td>
<td>104</td>
<td>628</td>
<td>15,072</td>
</tr>
<tr>
<td>MR</td>
<td>4</td>
<td>2</td>
<td>865</td>
<td>3,460</td>
<td>710</td>
<td>0</td>
<td>710</td>
<td>2,840</td>
</tr>
<tr>
<td>TC 30%</td>
<td>3</td>
<td>3</td>
<td>1065</td>
<td>3,195</td>
<td>423</td>
<td>112</td>
<td>311</td>
<td>933</td>
</tr>
<tr>
<td>TC 50%</td>
<td>4</td>
<td>3</td>
<td>1065</td>
<td>4,260</td>
<td>705</td>
<td>112</td>
<td>593</td>
<td>2,372</td>
</tr>
<tr>
<td>TC 60%</td>
<td>41</td>
<td>3</td>
<td>1065</td>
<td>43,665</td>
<td>846</td>
<td>112</td>
<td>734</td>
<td>30,094</td>
</tr>
<tr>
<td>MR</td>
<td>8</td>
<td>3</td>
<td>1065</td>
<td>8,520</td>
<td>810</td>
<td>0</td>
<td>810</td>
<td>6,480</td>
</tr>
<tr>
<td>TC 30%</td>
<td>3</td>
<td>4</td>
<td>1265</td>
<td>3,795</td>
<td>471</td>
<td>116</td>
<td>355</td>
<td>1,065</td>
</tr>
<tr>
<td>TC 50%</td>
<td>5</td>
<td>4</td>
<td>1265</td>
<td>6,325</td>
<td>786</td>
<td>116</td>
<td>670</td>
<td>3,350</td>
</tr>
</tbody>
</table>

**TOTAL**                                      | 96           | 96,648    |                                 |                           |                   |                          |                      | 64,470           |

- **Non Rental Income** per unit/month for:  
  - Late Fees: $10.83  
  - Forfeited Deposits: 5.42  
  - Lease Violations: 5.42  

- **TOTAL NONRENTAL INCOME**: $21.67

- **POTENTIAL GROSS MONTHLY INCOME**: 66,550

- **Provision for Vacancy & Collection Loss**: 7.50% (4,991)

- **Rental Concessions (enter as a negative number)**

- **EFFECTIVE GROSS MONTHLY INCOME**: 61,559

- **EFFECTIVE GROSS ANNUAL INCOME**: 738,705

**Self Score Total**: 86

If a revised form is submitted, date of submission:
## Rent Schedule (Continued)

<table>
<thead>
<tr>
<th>HOUSING TAX CREDITS</th>
<th>% of Li</th>
<th>% of Total</th>
<th>Total Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>TC30%</td>
<td>7%</td>
<td>6%</td>
<td>6</td>
</tr>
<tr>
<td>TC40%</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>TC50%</td>
<td>11%</td>
<td>9%</td>
<td>9</td>
</tr>
<tr>
<td>TC60%</td>
<td>82%</td>
<td>70%</td>
<td>67</td>
</tr>
<tr>
<td>HTC Li Total</td>
<td></td>
<td></td>
<td>82</td>
</tr>
<tr>
<td>EO</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MR</td>
<td>14</td>
<td>14</td>
<td></td>
</tr>
<tr>
<td>MR Total</td>
<td></td>
<td></td>
<td>14</td>
</tr>
<tr>
<td>Total Units</td>
<td></td>
<td></td>
<td>96</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>MORTGAGE REVENUE BOND</th>
<th>% of Li</th>
<th>% of Total</th>
<th>Total Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>MRB30%</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MRB40%</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MRB50%</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MRB60%</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MRB Li Total</td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>MRBMR</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MRBMR Total</td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>MRB Total</td>
<td></td>
<td></td>
<td>0</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>NATIONAL HOUSING TRUST FUND</th>
<th>% of Li</th>
<th>% of Total</th>
<th>Total Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>HTF30%</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>HTF40%</td>
<td></td>
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</tr>
<tr>
<td>HTF50%</td>
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</tr>
<tr>
<td>HTF60%</td>
<td></td>
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</tr>
<tr>
<td>HTF80%</td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>HTF Li Total</td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>MR</td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>MR Total</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>HTF Total</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DIRECT LOAN</th>
<th>% of Li</th>
<th>% of Total</th>
<th>Total Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>Direct Loan Li Total</td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>EO</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MR</td>
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<tr>
<td>MR Total</td>
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<td>0</td>
</tr>
<tr>
<td>Direct Loan Total</td>
<td></td>
<td></td>
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</tbody>
</table>

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

<table>
<thead>
<tr>
<th>BEDROOMS</th>
<th>% of Li</th>
<th>% of Total</th>
<th>Total Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>1</td>
<td>4</td>
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</tr>
<tr>
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<td>28</td>
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</tr>
<tr>
<td>5</td>
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</table>

### Cost Per Sq Ft

<table>
<thead>
<tr>
<th>Component</th>
<th>Cost Per Sq Ft</th>
</tr>
</thead>
<tbody>
<tr>
<td>ACQUISITION + HARD</td>
<td>$111.28</td>
</tr>
<tr>
<td>HARD</td>
<td>$111.28</td>
</tr>
<tr>
<td>BUILDING</td>
<td>$80.29</td>
</tr>
</tbody>
</table>

*DO NOT USE THIS CALCULATION TO SCORE POINTS UNDER 11.9(e)(2). At the end of the Development Cost Schedule, you will have the ability to adjust your eligible costs to qualify. Points will be entered there.*
### Utility Allowances [§10.614]

Applicant must attach to this form as documentation 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. 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>Natural Gas</td>
<td>$6</td>
<td>$7</td>
<td>$7</td>
<td>$7</td>
<td>$7</td>
<td>8/29/17 TDHCA Approved Letter</td>
</tr>
<tr>
<td>Cooking</td>
<td>Tenant</td>
<td>Natural Gas</td>
<td>$2</td>
<td>$3</td>
<td>$3</td>
<td>$3</td>
<td>$3</td>
<td>8/29/17 TDHCA Approved Letter</td>
</tr>
<tr>
<td>Other Electric</td>
<td>Tenant</td>
<td>Natural Gas</td>
<td>$20</td>
<td>$23</td>
<td>$28</td>
<td>$31</td>
<td>$31</td>
<td>8/29/17 TDHCA Approved Letter</td>
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<tr>
<td>Air Conditioning</td>
<td>Tenant</td>
<td>Electric</td>
<td>$12</td>
<td>$20</td>
<td>$22</td>
<td>$22</td>
<td>$22</td>
<td>8/29/17 TDHCA Approved Letter</td>
</tr>
<tr>
<td>Water Heater</td>
<td>Tenant</td>
<td>Natural Gas</td>
<td>$7</td>
<td>$8</td>
<td>$8</td>
<td>$8</td>
<td>$8</td>
<td>8/29/17 TDHCA Approved Letter</td>
</tr>
<tr>
<td>Water</td>
<td>Tenant</td>
<td>Natural Gas</td>
<td>$18</td>
<td>$20</td>
<td>$20</td>
<td>$20</td>
<td>$20</td>
<td>8/29/17 TDHCA Approved Letter</td>
</tr>
<tr>
<td>Sewer</td>
<td>Tenant</td>
<td>Natural Gas</td>
<td>$17</td>
<td>$17</td>
<td>$18</td>
<td>$19</td>
<td>$19</td>
<td>8/29/17 TDHCA Approved Letter</td>
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<tr>
<td>Trash</td>
<td>Landlord</td>
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<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Flat Fee</td>
<td>Tenant</td>
<td>Natural Gas</td>
<td>$6</td>
<td>$6</td>
<td>$6</td>
<td>$6</td>
<td>$6</td>
<td>8/29/17 TDHCA Approved Letter</td>
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<tr>
<td>Other</td>
<td>Landlord</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Paid by Tenant</strong></td>
<td></td>
<td></td>
<td>$-</td>
<td>$88</td>
<td>$104</td>
<td>$112</td>
<td>$116</td>
<td></td>
</tr>
</tbody>
</table>

Other (Describe)

The above reflects utility allowance approved by TDHCA, effective 8/29/2017 and confirmed by TDHCA on 1/30/18 for this application round. Please see attached approved letter.

If a revised form is submitted, date of submission:
Eva Davalos  
Tropicana Properties  
El Paso, Texas  
eDavalos@tropicanaproperties.org

RE: 2018 HTC Application – proposed site located in El Paso, Texas

Dear Ms. Davalos:

The Texas Department of Housing and Community Affairs has received a request submitted for three proposed 2018 Housing Tax Credit (“HTC”) developments located in El Paso to calculate the utility allowance using the Actual Use method in accordance with 10TAC§10.614(c)(3)(E). 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 units are of a similar size and construction and are in the same geographic area as Tres Palmas (HTC File 08160), which is the development used to calculate the allowance; and,
4. That the residents are financially responsible for electricity, gas, water and sewer and that the utilities are not paid to or through the owner of the building based on an allocation formula or RUBS.

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

Please see attached allowance. This allowance can be used for underwriting purposes. If you have any further questions, please contact Cody Campbell toll free in Texas at (800) 643-8204, directly at (512) 475-2330, or email: cody.campbell@tdhca.state.tx.us.

Sincerely,

[Signature]
Cody Campbell  
Compliance Administrator
August 29, 2017

Robert L Bowling IV
Tropicana Properties
El Paso, Texas
bbowling4@aol.com

RE: 2017 Approval of Utility Allowance

Dear Mr. Bowling:

The Texas Department of Housing and Community Affairs has received the request submitted on June 1, 2017, to implement an updated utility allowance under the annual review requirement as stipulated in 10TAC §10.614(g).

The owner has requested under Title 10, Chapter 10, Subchapter F of the Texas Administrative Code, §10.614(c)(3)(E), to use the consumption data of Tres Palmas (HTC File 08160/TCAP File 13090009708) to calculate the allowance for the portfolio. As Tres Palmas has units of similar size and construction and is located in the same geographic area of the portfolio, the request is approved for the below listed developments:

<table>
<thead>
<tr>
<th>Property</th>
<th>Address</th>
<th>HTC File</th>
<th>CMTS</th>
<th>1 BR</th>
<th>2 BR</th>
<th>3 BR</th>
<th>4 BR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Americas Palms</td>
<td>12310 Lorenzo Ruiz Drive</td>
<td>04196/07047</td>
<td>4074</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
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<tr>
<td></td>
<td>El Paso, Texas 79936</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Burgundy Palms</td>
<td>9395 Betel Street</td>
<td>02052</td>
<td>3228</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td></td>
<td>El Paso, Texas 79907</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Canutillo Palms</td>
<td>365 La Puesta</td>
<td>08161/11000</td>
<td>4592</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
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<td></td>
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<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Capistrano Palms</td>
<td>8655 Adriana</td>
<td>03023</td>
<td>4041</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
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</tr>
<tr>
<td>Castner Palms</td>
<td>4651 Cohen Avenue</td>
<td>02053</td>
<td>3229</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td></td>
<td>El Paso, Texas 79924</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Clint Palms</td>
<td>13602 Alameda Avenue</td>
<td>12127</td>
<td>4877</td>
<td>X</td>
<td>X</td>
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<td>X</td>
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<tr>
<td></td>
<td>Clint, Texas 79836</td>
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</tr>
<tr>
<td>Cooperstown</td>
<td>5001 Sean Haggerty</td>
<td>01099</td>
<td>341</td>
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<td></td>
</tr>
<tr>
<td>Apartments</td>
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<td></td>
<td>X</td>
</tr>
<tr>
<td>Property</td>
<td>Address</td>
<td>HTC File</td>
<td>CMTS</td>
<td>1 BR</td>
<td>2BR</td>
<td>3BR</td>
<td>4BR</td>
</tr>
<tr>
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<tr>
<td>Deer Palms</td>
<td>6350 Deer Road, El Paso, Texas 79924</td>
<td>05151</td>
<td>4275</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
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<tr>
<td>Diana Palms</td>
<td>4741 Joel, El Paso, Texas 79924</td>
<td>04001/07003</td>
<td>3415</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
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<tr>
<td>Dyer Palms</td>
<td>10551 Dyer Street, El Paso, Texas, 79924</td>
<td>15026</td>
<td>5108</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
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<tr>
<td>Homestead Palms</td>
<td>14597 Santiesteban, El Paso, Texas 79938</td>
<td>14073</td>
<td>5008</td>
<td>X</td>
<td>X</td>
<td>x</td>
<td>X</td>
</tr>
<tr>
<td>Horizon Palms</td>
<td>12199 Darrington Road, Horizon City, Texas 79928</td>
<td>04197/07048</td>
<td>4075</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Mission Palms</td>
<td>12140 Socorro Road, San Elizario, Texas 79849</td>
<td>060032</td>
<td>4363</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Montana Vista Palms</td>
<td>4225 O Shea Drive, El Paso, Texas 79938</td>
<td>13131</td>
<td>4934</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Paseo Palms</td>
<td>910 Sunfire, El Paso, Texas 79936</td>
<td>07108</td>
<td>4440</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
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<td>Patriot Palms</td>
<td>4980 Sean Haggerty, El Paso, Texas 79924</td>
<td>060033</td>
<td>4364</td>
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<td>X</td>
<td>X</td>
<td>X</td>
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<tr>
<td>Presidio Palms</td>
<td>13850 Socorro Road, San Elizario, Texas 79849</td>
<td>09131</td>
<td>4686</td>
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<td>X</td>
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<tr>
<td>Presidio Palms II</td>
<td>12950 Alnor, San Elizario, Texas 79849</td>
<td>11070</td>
<td>4781</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Pueblo Montana</td>
<td>12060 Montana, El Paso, Texas 79936</td>
<td>02051</td>
<td>3227</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>River Palms</td>
<td>14001 Pebble Hills, El Paso, Texas 79938</td>
<td>16048</td>
<td>5202</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>San Elizario Palms</td>
<td>13850 Socorro Road, San Elizario, Texas 79849</td>
<td>08163/09029</td>
<td>4577</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Socorro Palms</td>
<td>Passmore and Socorro Rd., El Paso, Texas 5013</td>
<td>14302</td>
<td>5013</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>South Cooperstown</td>
<td>5010 Sean Haggerty, El Paso, Texas 79924</td>
<td>01094</td>
<td>336</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Apartments</td>
<td>South Homestead Palms</td>
<td>Connolly and Krag, El Paso, Texas 79924</td>
<td>16045</td>
<td>5201</td>
<td>X</td>
<td>X</td>
<td>X</td>
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<tr>
<td>Sunset Palms</td>
<td>6149 Desert South Blvd, El Paso, Texas 79932</td>
<td>01097</td>
<td>339</td>
<td>X</td>
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</tr>
<tr>
<td>Tres Palmas</td>
<td>4470 Rich Beams, El Paso, Texas 79936</td>
<td>08160</td>
<td>4621</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Tropicana Palms</td>
<td>3710 Lee Blvd, El Paso, Texas 79924</td>
<td>03022</td>
<td>4040</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
This approval is based on the following representations: (1) 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 (2) that the buildings are not Rural Housing Services (RHS) or HUD-regulated buildings. Please note that, under 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.

In accordance with 10TAC§10.614(f)(3), receipt of approval from the Department will begin the ninety (90) day period after which the new utility allowance must be used to compute gross rent. Upon receipt of this approval, Notice to the Residents must be posted in common area of the leasing office of each development listed above. Please note that a resident of the development could contact the Department with additional information during the ninety (90) day notification period. If the information is relevant, the Department may contact the owner and request additional documentation. The following amounts are effective for rent due after November 23, 2017 and should be used to determine the specific allowance for each development based on which utilities the residents pay:

<table>
<thead>
<tr>
<th></th>
<th>Gas</th>
<th>Electric</th>
<th>Water</th>
<th>Sewer</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Bedroom</td>
<td>$21.00</td>
<td>$32.00</td>
<td>$18.00</td>
<td>$17.00</td>
</tr>
<tr>
<td>2 Bedroom</td>
<td>$24.00</td>
<td>$43.00</td>
<td>$20.00</td>
<td>$17.00</td>
</tr>
<tr>
<td>3 Bedroom</td>
<td>$24.00</td>
<td>$50.00</td>
<td>$20.00</td>
<td>$18.00</td>
</tr>
<tr>
<td>4 Bedroom</td>
<td>$24.00</td>
<td>$53.00</td>
<td>$20.00</td>
<td>$19.00</td>
</tr>
</tbody>
</table>

Please be advised that Owners must update the allowance once a calendar year. In accordance with 10TAC§10.614(g), the update and all back up documentation required by the method must be submitted to the Department no later than August 1st of each year but are encouraged to submit prior to the deadline to ensure the Department has time to review.

If you have any questions, please contact Cody Campbell at (512) 475-4603 or via email: cody.campbell@tdhca.state.tx.us.

Sincerely,

[Signature]

Cody Campbell
Compliance Administrator
# ANNUAL OPERATING EXPENSES

## General & Administrative Expenses

<table>
<thead>
<tr>
<th>Expense</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounting</td>
<td>$ 5,000</td>
</tr>
<tr>
<td>Advertising</td>
<td>$ 5,000</td>
</tr>
<tr>
<td>Legal fees</td>
<td>$ 5,000</td>
</tr>
<tr>
<td>Leased equipment</td>
<td>$ 5,000</td>
</tr>
<tr>
<td>Postage &amp; office supplies</td>
<td>$ 5,000</td>
</tr>
<tr>
<td>Telephone</td>
<td>$ 5,000</td>
</tr>
<tr>
<td>Other</td>
<td>$ 5,000</td>
</tr>
<tr>
<td>Total General &amp; Administrative Expenses</td>
<td>$ 30,000</td>
</tr>
</tbody>
</table>

## Management Fee

| Management Fee | Percent of Effective Gross Income | $ 44,300 |

## Payroll, Payroll Tax & Employee Benefits

<table>
<thead>
<tr>
<th>Benefit</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Management</td>
<td>$ 58,000</td>
</tr>
<tr>
<td>Maintenance</td>
<td>$ 58,000</td>
</tr>
<tr>
<td>Total Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$ 116,000</td>
</tr>
</tbody>
</table>

## Repairs & Maintenance

<table>
<thead>
<tr>
<th>Expense</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elevator</td>
<td>$ 2,500</td>
</tr>
<tr>
<td>Exterminating</td>
<td>$ 5,000</td>
</tr>
<tr>
<td>Grounds</td>
<td>$ 21,000</td>
</tr>
<tr>
<td>Repair</td>
<td>$ 21,000</td>
</tr>
<tr>
<td>Pool</td>
<td>$ 21,000</td>
</tr>
<tr>
<td>Other</td>
<td>$ 21,000</td>
</tr>
<tr>
<td>Total Repairs &amp; Maintenance</td>
<td>$ 49,500</td>
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</table>

## Utilities (Enter Only Property Paid Expense)

<table>
<thead>
<tr>
<th>Utility</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Electric</td>
<td>$ 5,500</td>
</tr>
<tr>
<td>Natural gas</td>
<td>$ 1,000</td>
</tr>
<tr>
<td>Trash</td>
<td>$ 16,000</td>
</tr>
<tr>
<td>Water/Sewer</td>
<td>$ 3,000</td>
</tr>
<tr>
<td>Total Utilities</td>
<td>$ 25,500</td>
</tr>
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</table>

## Annual Property Insurance

| Rate per net rentable square foot | $ 0.28 |

## Property Taxes

<table>
<thead>
<tr>
<th>Tax</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Property Taxes</td>
<td>$ 62,000</td>
</tr>
<tr>
<td>Payments in Lieu of Taxes</td>
<td>$ 62,000</td>
</tr>
<tr>
<td>Total Property Taxes</td>
<td>$ 62,000</td>
</tr>
</tbody>
</table>

## Reserve for Replacements

<table>
<thead>
<tr>
<th>Reserve per unit</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual reserves per unit</td>
<td>$ 300</td>
</tr>
</tbody>
</table>

## Other Expenses

<table>
<thead>
<tr>
<th>Expense</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Cable TV</td>
<td>$ 2,000</td>
</tr>
<tr>
<td>Supportive Services (Staffing/Contracted Services)</td>
<td>$ 2,000</td>
</tr>
<tr>
<td>TDHCA Compliance fees</td>
<td>$ 3,840</td>
</tr>
<tr>
<td>TDHCA Bond Administration Fees (TDHCA as Bond Issuer Only)</td>
<td>$ 3,840</td>
</tr>
<tr>
<td>Security</td>
<td>$ 3,840</td>
</tr>
<tr>
<td>Other</td>
<td>$ 3,840</td>
</tr>
<tr>
<td>Total Other Expenses</td>
<td>$ 5,840</td>
</tr>
</tbody>
</table>

## TOTAL ANNUAL EXPENSES

<table>
<thead>
<tr>
<th>Expense per unit</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expense per unit</td>
<td>$ 4051</td>
</tr>
<tr>
<td>Expense to Income Ratio</td>
<td>52.65%</td>
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</table>

## NET OPERATING INCOME (before debt service)

<table>
<thead>
<tr>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ 349,765</td>
</tr>
</tbody>
</table>

## Annual Debt Service

<table>
<thead>
<tr>
<th>Debt Service</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Permanent Conventional Loan</td>
<td>$ 294,218</td>
</tr>
<tr>
<td>Total Annual Debt Service</td>
<td>$ 294,218</td>
</tr>
</tbody>
</table>

## NET CASH FLOW

<table>
<thead>
<tr>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ 55,547</td>
</tr>
</tbody>
</table>

If a revised form is submitted, date of submission:
TAB 27 – 15 Year Pro Forma

Wells Fargo Bank
Bank of America Bank
# 15 Year Rental Housing Operating Pro Forma (All Programs)

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

<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>$773,640</td>
<td>$789,113</td>
<td>$804,895</td>
<td>$820,993</td>
<td>$837,418</td>
<td>$924,571</td>
<td>$1,020,802</td>
</tr>
<tr>
<td>Secondary Income</td>
<td>$24,360</td>
<td>$25,459</td>
<td>$25,968</td>
<td>$26,488</td>
<td>$27,018</td>
<td>$29,830</td>
<td>$32,934</td>
</tr>
<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$798,000</td>
<td>$814,572</td>
<td>$830,863</td>
<td>$847,481</td>
<td>$864,430</td>
<td>$954,401</td>
<td>$1,053,736</td>
</tr>
<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>($55,895)</td>
<td>($61,093)</td>
<td>($62,315)</td>
<td>($63,561)</td>
<td>($64,832)</td>
<td>($71,580)</td>
<td>($79,030)</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>$738,705</td>
<td>$753,479</td>
<td>$768,549</td>
<td>$783,920</td>
<td>$799,598</td>
<td>$862,821</td>
<td>$974,706</td>
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</tbody>
</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>$30,000</td>
<td>$30,900</td>
<td>$31,827</td>
<td>$32,782</td>
<td>$33,765</td>
<td>$34,143</td>
<td>$45,378</td>
</tr>
<tr>
<td>Management Fee</td>
<td>$44,300</td>
<td>$45,186</td>
<td>$46,090</td>
<td>$47,012</td>
<td>$47,952</td>
<td>$52,943</td>
<td>$58,453</td>
</tr>
<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$116,000</td>
<td>$119,480</td>
<td>$123,064</td>
<td>$126,756</td>
<td>$130,559</td>
<td>$151,354</td>
<td>$175,460</td>
</tr>
<tr>
<td>Repairs &amp; Maintenance</td>
<td>$45,500</td>
<td>$50,985</td>
<td>$52,515</td>
<td>$54,090</td>
<td>$55,713</td>
<td>$64,586</td>
<td>$74,879</td>
</tr>
<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$6,500</td>
<td>$6,695</td>
<td>$6,895</td>
<td>$7,103</td>
<td>$7,316</td>
<td>$8,461</td>
<td>$9,632</td>
</tr>
<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$19,000</td>
<td>$19,570</td>
<td>$20,157</td>
<td>$20,762</td>
<td>$21,385</td>
<td>$24,791</td>
<td>$28,739</td>
</tr>
<tr>
<td>Annual Property Insurance Premiums</td>
<td>$27,000</td>
<td>$27,810</td>
<td>$28,644</td>
<td>$29,504</td>
<td>$30,389</td>
<td>$35,229</td>
<td>$40,840</td>
</tr>
<tr>
<td>Property Tax</td>
<td>$62,000</td>
<td>$63,860</td>
<td>$65,776</td>
<td>$67,749</td>
<td>$69,782</td>
<td>$80,896</td>
<td>$93,781</td>
</tr>
<tr>
<td>Reserve for Replacements</td>
<td>$28,800</td>
<td>$29,664</td>
<td>$30,554</td>
<td>$31,471</td>
<td>$32,415</td>
<td>$37,577</td>
<td>$43,563</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>$5,840</td>
<td>$6,015</td>
<td>$6,196</td>
<td>$6,382</td>
<td>$6,573</td>
<td>$7,620</td>
<td>$8,834</td>
</tr>
<tr>
<td>TOTAL ANNUAL EXPENSES</td>
<td>$388,940</td>
<td>$400,165</td>
<td>$411,718</td>
<td>$423,609</td>
<td>$435,847</td>
<td>$502,820</td>
<td>$579,752</td>
</tr>
<tr>
<td>NET OPERATING INCOME</td>
<td>$349,765</td>
<td>$353,314</td>
<td>$356,830</td>
<td>$360,311</td>
<td>$363,751</td>
<td>$380,201</td>
<td>$394,954</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DEBT SERVICE</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>First Deed of Trust Annual Loan Payment</td>
<td>$294,218</td>
<td>$294,218</td>
<td>$294,218</td>
<td>$294,218</td>
<td>$294,218</td>
<td>$294,218</td>
<td>$294,218</td>
</tr>
<tr>
<td>Second Deed of Trust Annual Loan Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Third Deed of Trust Annual Loan Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Annual Required Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Annual Required Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ANNUAL NET CASH FLOW</td>
<td>$55,547</td>
<td>$55,095</td>
<td>$62,612</td>
<td>$66,093</td>
<td>$69,533</td>
<td>$85,983</td>
<td>$103,736</td>
</tr>
<tr>
<td>CUMULATIVE NET CASH FLOW</td>
<td>$55,547</td>
<td>$114,643</td>
<td>$177,255</td>
<td>$243,348</td>
<td>$312,981</td>
<td>$701,671</td>
<td>$1,168,469</td>
</tr>
<tr>
<td>Other (Describe)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

By signing below, I/we are certifying that the above 15 Year pro forma is consistent with the unit rental rate assumptions, total operating expenses, net operating income, and debt service coverage based on the bank's current underwriting parameters and consistent with the loan terms indicated in the 'Term' and 'Proforma' considered feasible凭着 further diligence review. The debt service for each year has a minimum (1.15 Debt Service Coverage Ratio) required for using this pro forma for purposes under §11.9(e) (relating to Financial Feasibility).

Signature, Authorized Representative, Construction or Permanent Lender

Signature, Authorized Representative, Syndicator

Leslie Houston
2/22/18
Printed Name
Email: leslie.houston@wellston.com
Phone: 622-316-1327
Date
Date
Signature
Printed Name
2/22/18
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 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 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>Initial Gross Annual Rental Income</td>
<td>$773,640</td>
<td>$789,113</td>
<td>$804,895</td>
<td>$820,993</td>
<td>$837,413</td>
<td>$924,571</td>
<td>$1,020,802</td>
</tr>
<tr>
<td>ITALY Income</td>
<td>$24,960</td>
<td>$25,459</td>
<td>$25,968</td>
<td>$26,488</td>
<td>$27,018</td>
<td>$29,830</td>
<td>$32,934</td>
</tr>
<tr>
<td>Initial Gross Annual Income</td>
<td>$798,600</td>
<td>$814,572</td>
<td>$830,863</td>
<td>$847,481</td>
<td>$864,430</td>
<td>$954,401</td>
<td>$1,053,736</td>
</tr>
<tr>
<td>On for Vacancy &amp; Collection Loss</td>
<td>($589,895)</td>
<td>($61,093)</td>
<td>($62,315)</td>
<td>($63,561)</td>
<td>($64,832)</td>
<td>($71,580)</td>
<td>($79,030)</td>
</tr>
<tr>
<td>Concessions</td>
<td>$0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Five Gross Annual Income</td>
<td>$738,705</td>
<td>$753,479</td>
<td>$768,549</td>
<td>$783,920</td>
<td>$799,598</td>
<td>$882,821</td>
<td>$974,706</td>
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</tbody>
</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>$30,000</td>
<td>$30,900</td>
<td>$31,827</td>
<td>$32,782</td>
<td>$33,765</td>
<td>$39,143</td>
<td>$45,378</td>
</tr>
<tr>
<td>Rent Fee</td>
<td>$44,300</td>
<td>$45,186</td>
<td>$46,090</td>
<td>$47,012</td>
<td>$47,952</td>
<td>$52,943</td>
<td>$58,453</td>
</tr>
<tr>
<td>Payroll Tax &amp; Employee Benefits</td>
<td>$116,000</td>
<td>$119,480</td>
<td>$123,064</td>
<td>$126,756</td>
<td>$130,559</td>
<td>$151,354</td>
<td>$175,460</td>
</tr>
<tr>
<td>&amp; Maintenance</td>
<td>$49,500</td>
<td>$50,985</td>
<td>$52,515</td>
<td>$54,090</td>
<td>$55,713</td>
<td>$64,586</td>
<td>$74,873</td>
</tr>
<tr>
<td>&amp; Gas Utilities</td>
<td>$6,500</td>
<td>$6,695</td>
<td>$6,886</td>
<td>$7,103</td>
<td>$7,316</td>
<td>$8,481</td>
<td>$9,832</td>
</tr>
<tr>
<td>Sewer &amp; Trash Utilities</td>
<td>$19,000</td>
<td>$19,570</td>
<td>$20,157</td>
<td>$20,762</td>
<td>$21,385</td>
<td>$24,791</td>
<td>$28,739</td>
</tr>
<tr>
<td>Property Insurance Premiums</td>
<td>$27,000</td>
<td>$27,810</td>
<td>$28,644</td>
<td>$29,504</td>
<td>$30,389</td>
<td>$35,229</td>
<td>$40,840</td>
</tr>
<tr>
<td>Flood Tax</td>
<td>$62,000</td>
<td>$63,860</td>
<td>$65,776</td>
<td>$67,749</td>
<td>$69,782</td>
<td>$80,896</td>
<td>$93,781</td>
</tr>
<tr>
<td>for Replacements</td>
<td>$28,800</td>
<td>$29,664</td>
<td>$30,554</td>
<td>$31,471</td>
<td>$32,415</td>
<td>$37,577</td>
<td>$43,563</td>
</tr>
<tr>
<td>Expenses</td>
<td>$5,840</td>
<td>$6,015</td>
<td>$6,196</td>
<td>$6,382</td>
<td>$6,573</td>
<td>$7,620</td>
<td>$8,834</td>
</tr>
<tr>
<td>ANNUAL EXPENSES</td>
<td>$388,940</td>
<td>$400,165</td>
<td>$411,718</td>
<td>$423,609</td>
<td>$435,847</td>
<td>$502,620</td>
<td>$579,752</td>
</tr>
<tr>
<td>OPERATING INCOME</td>
<td>$349,765</td>
<td>$353,314</td>
<td>$356,830</td>
<td>$360,311</td>
<td>$363,751</td>
<td>$380,201</td>
<td>$394,954</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DEBT SERVICE</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal of Trust Annual Loan Payment</td>
<td>$294,218</td>
<td>$294,218</td>
<td>$294,218</td>
<td>$294,218</td>
<td>$294,218</td>
<td>$294,218</td>
<td>$294,218</td>
</tr>
<tr>
<td>Deed of Trust Annual Loan Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deed of Trust Annual Loan Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Annual Required Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Annual Required Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>AL NET CASH FLOW</td>
<td>$55,547</td>
<td>$59,006</td>
<td>$62,612</td>
<td>$66,093</td>
<td>$69,533</td>
<td>$85,983</td>
<td>$100,736</td>
</tr>
<tr>
<td>CATIVE NET CASH FLOW</td>
<td>$55,547</td>
<td>$114,643</td>
<td>$177,255</td>
<td>$243,348</td>
<td>$312,881</td>
<td>$701,671</td>
<td>$1,168,469</td>
</tr>
<tr>
<td>Dervage Ratio</td>
<td>1.19</td>
<td>1.20</td>
<td>1.21</td>
<td>1.22</td>
<td>1.24</td>
<td>1.29</td>
<td>1.34</td>
</tr>
</tbody>
</table>

Big 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 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 this property 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)

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

**SVP**, Authorized Representative, Syndicator

---

**Printed Name**: Valerie A. Williams

**Phone**: 214-209-3219

**Email**: Valerie.A.Williams@CMH.COH

**Date**: 02/23/2018

**Printed Name**: Colin Gilbert

**Date**: 02/24/2018
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>Rough Grading</td>
<td>$ 2,604.17</td>
<td>96</td>
<td></td>
<td></td>
<td></td>
<td>$ 250,000</td>
</tr>
<tr>
<td>Fine Grading</td>
<td>$ 1,354.17</td>
<td>96</td>
<td></td>
<td></td>
<td></td>
<td>$ 130,000</td>
</tr>
<tr>
<td>On-site concrete</td>
<td>$ 937.50</td>
<td>96</td>
<td></td>
<td></td>
<td></td>
<td>$ 90,000</td>
</tr>
<tr>
<td>On-site electrical</td>
<td>$ 208.33</td>
<td>96</td>
<td></td>
<td></td>
<td></td>
<td>$ 20,000</td>
</tr>
<tr>
<td>On-site paving</td>
<td>$ 729.17</td>
<td>96</td>
<td></td>
<td></td>
<td></td>
<td>$ 70,000</td>
</tr>
<tr>
<td>On-site utilities</td>
<td>$ 1,458.33</td>
<td>96</td>
<td></td>
<td></td>
<td></td>
<td>$ 140,000</td>
</tr>
<tr>
<td>Bumper stops, striping &amp; signs</td>
<td>$ 364.58</td>
<td>96</td>
<td></td>
<td></td>
<td></td>
<td>$ 35,000</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$ 735,000</td>
</tr>
</tbody>
</table>

Signature of Registered Engineer: [Signature]
Printed Name: [Name]
Date: 2.26.2018
## 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 development cost column and the Tax Payer Identification column. Only HTC applications must complete the Eligible Basis columns and the Requested Credit calculation below:

<table>
<thead>
<tr>
<th>TOTAL DEVELOPMENT SUMMARY</th>
<th>Eligible Basis (If Applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Cost</td>
<td>Acquisition</td>
</tr>
</tbody>
</table>

### ACQUISITION
- Site acquisition cost: $1,132,560
- Existing building acquisition cost: $0
- Closing costs & acq. legal fees: $5,000
- Other (specify) - see footnote 1: $0
- Other (specify) - see footnote 1: $0

Subtotal Acquisition Cost: $1,137,560

### OFF-SITES
- Off-site concrete: $0
- Storm drains & devices: $0
- Water & fire hydrants: $0
- Off-site utilities: $0
- Sewer lateral(s): $0
- Off-site paving: $0
- Off-site electrical: $0
- Other (specify) - see footnote 1: $0
- Other (specify) - see footnote 1: $0

Subtotal Off-Sites Cost: $0

### SITE WORK
- Demolition: $0
- Asbestos Abatement (Demolition Only): $0
- Detention: $0
- Rough grading: $250,000
- Fine grading: $130,000
- On-site concrete: $90,000
- On-site electrical: $20,000
- On-site paving: $70,000
- On-site utilities: $140,000
- Decorative masonry: $0
- Bumper stops, striping & signs: $35,000
- Other (specify) - see footnote 1: $0

Subtotal Site Work Cost: $735,000

### SITE AMENITIES
- Landscaping: $250,000
- Pool and decking: $0
- Athletic court(s), playground(s): $90,000
- Fencing: $150,000
- Other (specify) - see footnote 1: $0

Subtotal Site Amenities Cost: $490,000
**BUILDING COSTS***:

<table>
<thead>
<tr>
<th>Item</th>
<th>Before 11.9(e)(2)</th>
<th>After 11.9(e)(2)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Concrete</td>
<td>950,000</td>
<td>950,000</td>
</tr>
<tr>
<td>Masonry</td>
<td>380,000</td>
<td>380,000</td>
</tr>
<tr>
<td>Metals</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Woods and Plastics</td>
<td>1,900,000</td>
<td>1,900,000</td>
</tr>
<tr>
<td>Thermal and Moisture Protection</td>
<td>210,000</td>
<td>210,000</td>
</tr>
<tr>
<td>Roof Covering</td>
<td>170,000</td>
<td>170,000</td>
</tr>
<tr>
<td>Doors and Windows</td>
<td>500,000</td>
<td>500,000</td>
</tr>
<tr>
<td>Finishes</td>
<td>1,300,000</td>
<td>1,300,000</td>
</tr>
<tr>
<td>Specialties</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Equipment</td>
<td>380,000</td>
<td>380,000</td>
</tr>
<tr>
<td>Furnishings</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Conveying Systems (Elevators)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mechanical (HVAC; Plumbing)</td>
<td>1,200,000</td>
<td>1,200,000</td>
</tr>
<tr>
<td>Electrical</td>
<td>700,000</td>
<td>700,000</td>
</tr>
</tbody>
</table>

**Individually itemize costs below:**

- Detached Community Facilities/Building
- Carports and/or Garages
- Lead-Based Paint Abatement
- Asbestos Abatement (Rehabilitation Only)
- Structured Parking
- Commercial Space Costs
- Mini Blinds

<table>
<thead>
<tr>
<th>Item</th>
<th>Before 11.9(e)(2)</th>
<th>After 11.9(e)(2)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subtotal Building Costs</td>
<td>$7,760,000</td>
<td>$0</td>
</tr>
<tr>
<td>Voluntary Eligible Building Costs</td>
<td></td>
<td>$80.29 psf</td>
</tr>
<tr>
<td>Enter amount to be used to achieve desired score.</td>
<td>$7,760,000</td>
<td></td>
</tr>
<tr>
<td>TOTAL BUILDING COSTS &amp; SITE WORK</td>
<td>$8,985,000</td>
<td>$0</td>
</tr>
<tr>
<td>(including site amenities)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contingency</td>
<td>5.00%</td>
<td>$449,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>449,000</td>
</tr>
<tr>
<td>TOTAL HARD COSTS</td>
<td>$9,434,000</td>
<td>$0</td>
</tr>
</tbody>
</table>

**OTHER CONSTRUCTION COSTS**

<table>
<thead>
<tr>
<th>Item</th>
<th>%THC</th>
<th>THC</th>
<th>%EHC</th>
<th>EHC</th>
</tr>
</thead>
<tbody>
<tr>
<td>General requirements (&lt;6%)</td>
<td>6.00%</td>
<td>566,000</td>
<td>566,000</td>
<td>6.00%</td>
</tr>
<tr>
<td>Field supervision (within GR limit)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contractor overhead (&lt;2%)</td>
<td>2.00%</td>
<td>189,000</td>
<td>189,000</td>
<td>2.00%</td>
</tr>
<tr>
<td>G &amp; A Field (within overhead limit)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contractor profit (&lt;6%)</td>
<td>6.00%</td>
<td>566,000</td>
<td>566,000</td>
<td>6.00%</td>
</tr>
</tbody>
</table>

**TOTAL CONTRACTOR FEES**

<table>
<thead>
<tr>
<th></th>
<th>Before 11.9(e)(2)</th>
<th>After 11.9(e)(2)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$1,321,000</td>
<td>$0</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL CONSTRUCTION CONTRACT</td>
<td>$10,755,000</td>
<td>$0</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Before 11.9(e)(2)</td>
<td>After 11.9(e)(2)</td>
</tr>
<tr>
<td></td>
<td>$111.28 psf</td>
<td>$10,755,000</td>
</tr>
</tbody>
</table>

*To score points under §11.9(e)(2) related to Cost of Development per Square Foot, the Voluntary Eligible Building Costs OR the Voluntary Eligible Hard Costs indicated above must fall within the required thresholds. If voluntary costs are not entered, staff will consider the Subtotal Building Cost or the Total Construction Contract costs, as applicable. Enter score for Building OR Hard Costs at end of form.
### 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>110,000</td>
<td>110,000</td>
</tr>
<tr>
<td>Architectural - Supervision fees</td>
<td>25,000</td>
<td>25,000</td>
</tr>
<tr>
<td>Engineering fees</td>
<td>110,000</td>
<td>110,000</td>
</tr>
<tr>
<td>Real estate attorney/other legal fees</td>
<td>50,000</td>
<td>50,000</td>
</tr>
<tr>
<td>Accounting fees</td>
<td>20,000</td>
<td>20,000</td>
</tr>
<tr>
<td>Impact Fees</td>
<td>100,000</td>
<td>100,000</td>
</tr>
<tr>
<td>Building permits &amp; related costs</td>
<td>100,000</td>
<td>100,000</td>
</tr>
<tr>
<td>Appraisal</td>
<td>5,000</td>
<td>5,000</td>
</tr>
<tr>
<td>Market analysis</td>
<td>5,000</td>
<td>5,000</td>
</tr>
<tr>
<td>Environmental assessment</td>
<td>15,000</td>
<td>15,000</td>
</tr>
<tr>
<td>Soils report</td>
<td>20,000</td>
<td>20,000</td>
</tr>
<tr>
<td>Survey</td>
<td>30,000</td>
<td>30,000</td>
</tr>
<tr>
<td>Marketing</td>
<td>10,000</td>
<td></td>
</tr>
<tr>
<td>Hazard &amp; liability insurance</td>
<td>70,000</td>
<td>70,000</td>
</tr>
<tr>
<td>Real property taxes</td>
<td>40,000</td>
<td>40,000</td>
</tr>
<tr>
<td>Personal property taxes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Subtotal Soft Cost**  
$710,000 $0 $700,000

### 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>270,000</td>
<td>270,000</td>
</tr>
<tr>
<td>Loan origination fees</td>
<td>45,000</td>
<td>45,000</td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td>100,000</td>
<td>100,000</td>
</tr>
<tr>
<td>Closing costs &amp; legal fees</td>
<td>60,000</td>
<td>60,000</td>
</tr>
<tr>
<td>Inspection fees</td>
<td>10,000</td>
<td>10,000</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>Other (specify) - see footnote 1</td>
<td></td>
<td></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>25,000</td>
<td></td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td>15,000</td>
<td></td>
</tr>
<tr>
<td>Closing costs &amp; legal fees</td>
<td>10,000</td>
<td></td>
</tr>
<tr>
<td>Bond premium</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Credit report</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Discount points</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Credit enhancement fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prepaid MIP</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### BRIDGE LOAN(S)

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Loan origination fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Closing costs &amp; legal fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### OTHER FINANCING COSTS

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tax credit fees</td>
<td>$55,000</td>
</tr>
<tr>
<td>Tax and/or bond counsel</td>
<td></td>
</tr>
<tr>
<td>Payment bonds</td>
<td></td>
</tr>
<tr>
<td>Performance bonds</td>
<td>$15,000</td>
</tr>
<tr>
<td>Performance bonds</td>
<td>$15,000</td>
</tr>
<tr>
<td>Credit enhancement fees</td>
<td></td>
</tr>
<tr>
<td>Mortgage insurance premiums</td>
<td></td>
</tr>
<tr>
<td>Cost of underwriting &amp; issuance</td>
<td></td>
</tr>
<tr>
<td>Syndication organizational cost</td>
<td>$5,000</td>
</tr>
<tr>
<td>Tax opinion</td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
</tr>
</tbody>
</table>

Subtotal Financing Cost                   | $610,000| $0 | $500,000|

### DEVELOPER FEES

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Housing consultant fees</td>
<td>$1,293,000</td>
</tr>
<tr>
<td>General &amp; administrative</td>
<td>$500,000</td>
</tr>
<tr>
<td>Profit or fee</td>
<td></td>
</tr>
</tbody>
</table>

Subtotal Developer Fees                    | $1,793,000| $0 | $1,793,000| 15.00% |

### RESERVES

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rent-up</td>
<td>$97,200</td>
</tr>
<tr>
<td>Operating</td>
<td>$48,000</td>
</tr>
<tr>
<td>Replacement</td>
<td>$28,800</td>
</tr>
<tr>
<td>Escrows</td>
<td>$66,000</td>
</tr>
</tbody>
</table>

Subtotal Reserves                          | $240,000| $0 | $0  |

### TOTAL HOUSING DEVELOPMENT COSTS

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rent-up</td>
<td>$97,200</td>
</tr>
<tr>
<td>Operating</td>
<td>$48,000</td>
</tr>
<tr>
<td>Replacement</td>
<td>$28,800</td>
</tr>
<tr>
<td>Escrows</td>
<td>$66,000</td>
</tr>
</tbody>
</table>

Subtotal Reserves                          | $240,000| $0 | $0  |

### 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 | $13,748,000|
| **High Cost Area Adjustment (100% or 130%)** |       | 130% |

| Total Adjusted Basis                      | $0 | $17,872,400|
| Applicable Fraction                       |     | 85% |

| Total Qualified Basis                     | $15,266,008| $0 | $15,266,008|
| Applicable Percentage                      | 9.00% |

| Credits Supported by Eligible Basis       | $1,373,941| $0 | $1,373,941|

*11.9(c)(2) Cost Per Square Foot: DO NOT ROUND! Applicants are advised to ensure that figure is not rounding down to the maximum dollar figure to support the elected points.

#### Requested Score for 11.9(e)(2)

| Score | 11 |

#### Name of contact for Cost Estimate:

| R.L. "Bobby" Bowling, IV |

#### Phone Number for Contact:

| 915-821-3550 |

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

|   |   |
TAB 31 – Sources and Uses

Wells Fargo Bank
Bank of America Bank
# Financing Narrative and Summary of Sources and Uses

Describe all sources of funds. Information must be consistent with the information provided throughout the Application (i.e. Financing Narrative, Term Sheets and Development Cost Schedule).

## Financing Participants

<table>
<thead>
<tr>
<th>Funding 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><strong>Construction Period</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Permanent Period</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Debt

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding 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>TDHCA</td>
<td>MF Direct Loan Const. to Perm. (Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td></td>
<td>$ -</td>
<td>0.00%</td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. Only (Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td></td>
<td>$ -</td>
<td>0.00%</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Multifamily Direct Loan (Soft Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td></td>
<td>$ -</td>
<td>0.00%</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Mortgage Revenue Bond</td>
<td>$0</td>
<td>0.00%</td>
<td></td>
<td>$ -</td>
<td>0.00%</td>
</tr>
<tr>
<td>Wells Fargo</td>
<td>Conventional Loan</td>
<td>$11,500,000</td>
<td></td>
<td></td>
<td>$4,300,000</td>
<td>6.00%</td>
</tr>
</tbody>
</table>

### Third Party Equity

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Loan/Equity Amount</th>
<th>Interest Rate (%)</th>
<th>Lien Position</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wells Fargo</td>
<td>HTC</td>
<td>$1,163,300</td>
<td>$2,646,508</td>
<td>$10,586,030</td>
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</tbody>
</table>

### Grant

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Loan/Equity Amount</th>
<th>Interest Rate (%)</th>
<th>Lien Position</th>
</tr>
</thead>
</table>

### Deferred Developer Fee

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Loan/Equity Amount</th>
<th>Interest Rate (%)</th>
<th>Lien Position</th>
</tr>
</thead>
<tbody>
<tr>
<td>Edgemere Palms, LTD</td>
<td>$1,099,052</td>
<td>$359,530</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Other

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Loan/Equity Amount</th>
<th>Interest Rate (%)</th>
<th>Lien Position</th>
</tr>
</thead>
</table>

### Total Sources of Funds

<table>
<thead>
<tr>
<th></th>
<th>Loan/Equity Amount</th>
<th>Interest Rate (%)</th>
<th>Lien Position</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Sources of Funds</td>
<td>$15,245,560</td>
<td>$15,245,560</td>
<td></td>
</tr>
</tbody>
</table>

### Total Uses of Funds

<table>
<thead>
<tr>
<th></th>
<th>Loan/Equity Amount</th>
<th>Interest Rate (%)</th>
<th>Lien Position</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Uses of Funds</td>
<td>$15,245,560</td>
<td>$15,245,560</td>
<td></td>
</tr>
</tbody>
</table>
INSTRUCTIONS: Describe the sources of funds that will finance Development. The description must include construction, permanent, and bridge loans, and all other types of funds to be used for development. The information must be consistent with all other documentation in this section. Provide sufficient detail to identify the source and explain the use (in terms of the timing and any specific uses) of each type of funds to be contributed. In addition, describe/explain replacement reserves. Finally, describe/explain operating items. The narrative must include rents, operating subsidies, project based assistance, and all other sources of funds for operations. In the foregoing discussion of both development and operating funds, specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments.

Describe the sources and uses of funds (specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments). For Direct Loan 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).

Based on the financing letter from Wells Fargo (LOI) the interim loan should be for $11,500,000. The new permanent loan will be $4,300,000 (Commitment letter is found in Tab 35). Since Tropicana is a preferred customer, Wells Fargo submitted a below market interest rate of 6.00% amortized for 35 years at an 18 year term. Anticipated tax-credit proceeds should be $2,646,508 through construction and at completion the total should be $10,586,030 which is a syndication rate of 91 cents. The remainder will be made up through deferred developer fees which will total $1,099,052 at construction and $359,530 at perm. All of these amounts are subject to market forces in the tax-credit and interest rate markets but will not affect cash flow. Total construction costs are $15,245,560. There is a term letter from Wells Fargo.

Describe the replacement reserves:

Periodic deposits to a reserve account to pay for the future replacement or major repair of building systems and components (generally items considered capitalized costs) are anticipated to be a minimum reserve cost of $300 per unit or $28,800 annually. Our assumption as we understand, for reserves may be adjusted by the Underwriter if the amount provided is insufficient to fund capital needs as documented by the PCA during the first fifteen (15) years of the long term pro forma. Generally there are not any capital expenditures during the first through fourth year due to a builder's warranty provided by the contractor. Historically $300/unit is used for other developments including Dyer Palms a similar project which was built by the same developer and Wells Fargo funded.

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:

All of the operating items are estimates based upon historical, stabilized and certified financial statements of the developer's existing portfolio and the area of which utility services will be provided. There are no anticipated operating subsidies, nor project based assistance, however we do anticipate some Section 8 vouchers from the local PHA. If awarded we anticipate closing with our equity and lender simultaneously in mid-2019 and acquiring the necessary building permits around that time frame. Our construction time-line should take 10 to 12 months depending on good weather and no delays due to unforeseen events.

By signing below, I acknowledge that the amounts and terms of all anticipated sources of funds as stated above are consistent with the assumptions of my institution as one of the providers of funds.

Signature, Authorized Representative, Construction or Permanent Lender

Leslie Houston

Printed Name

Date

Telephone: 682-316-1827

Email address: Leslie.houston@wellsfargo.com

If a revised form is submitted, date of submission:
# Financing Narrative and Summary of Sources and Uses

Describe all sources of funds. Information must be consistent with the information provided throughout the Application (i.e. Financing Narrative, Term Sheets and Development Cost Schedule).

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Construction Period</th>
<th>Lien Position</th>
<th>Permanent Period</th>
<th>Lien Position</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
</tr>
<tr>
<td><strong>Debt</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. to Perm. (Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td>$</td>
<td>0.00%</td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. Only (Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td>$</td>
<td>0.00%</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Multifamily Direct Loan (Soft Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td>$</td>
<td>0.00%</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Mortgage Revenue Bond</td>
<td>$0</td>
<td>0.00%</td>
<td>$</td>
<td>0.00%</td>
</tr>
<tr>
<td>Bank of America</td>
<td>Conventional Loan</td>
<td>$11,500,000</td>
<td></td>
<td>$4,300,000</td>
<td>6.00%</td>
</tr>
<tr>
<td><strong>Third Party Equity</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Richman Capital</td>
<td>HTC</td>
<td>$1,163,300</td>
<td>$2,646,508</td>
<td>$10,586,030</td>
<td></td>
</tr>
<tr>
<td><strong>Grant</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Deferred Developer Fee</strong></td>
<td>Edgemere Palms, LTD</td>
<td>$1,099,052</td>
<td></td>
<td>$359,530</td>
<td></td>
</tr>
<tr>
<td><strong>Other</strong></td>
<td>Direct Loan Match</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Sources of Funds</strong></td>
<td></td>
<td>$15,245,560</td>
<td></td>
<td>$15,245,560</td>
<td></td>
</tr>
<tr>
<td><strong>Total Uses of Funds</strong></td>
<td></td>
<td>$15,245,560</td>
<td></td>
<td>$15,245,560</td>
<td></td>
</tr>
</tbody>
</table>
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Describe the operating items (rents, operating subsidies, project based assistance, etc., and specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments):

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By signing below I acknowledge that the amounts and terms of all anticipated sources of funds as stated above are consistent with the assumptions of my institution as one of the providers of funds.

[Signature]
Valerie A. Williams
SVP Bank of America

[Printed Name]
Valerie A. Williams

[Date]
2/26/2018

Telephone: 214-209-3219

Email address: Valerie.A.Williams@BAML.com

If a revised form is submitted, date of submission: ____________________
## Finance Scoring (for Competitive HTC Applications ONLY)

| Self Score Total: | 86 |

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

Name of the Local Political Subdivision providing the funding:

- A letter from an official of the political subdivision stating that the political subdivision will provide a loan, grant, reduced fees or contribution of other value type, and the terms under which it will be provided is in the application.
- The dollar value of the contribution must be in the letter and must equal $500 or more if Urban and $250 or more if Rural or USDA.
- The commitment of development funding is reflected in the Application as a financial benefit to the Development, i.e. reported as a source of funds on the Sources and Uses Form and/or reflected in a lower cost in the Development Cost Schedule, such as notation of a reduction in building permits and related costs.

| Total Points Claimed: | 0 |

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

- [X] Eligible Pro-Forma and letter stating the Development is financially feasible.  
  | Total Points Claimed: | 16 |
- [X] Eligible Pro-Forma and letter stating Development and Principals are acceptable.  
  | Total Points Claimed: | 18 |

### 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  
  | 6.25% |
- HTC funding request as a percent of Total Housing Development Cost  
  | 7.63% |

**Eligibility for points:**

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

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

| Total Points Claimed: | 3 |
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)
- 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
TAB 35 – S&U Supporting Documents

Executed Pro Forma

Wells Fargo Bank
Bank of America Bank
# 15 Year Rental Housing Operating Pro Forma (All Programs)

<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>$773,640</td>
<td>$789,113</td>
<td>$804,895</td>
<td>$820,993</td>
<td>$837,415</td>
<td>$924,571</td>
<td>$1,020,802</td>
</tr>
<tr>
<td>Secondary Income</td>
<td>$24,360</td>
<td>$25,459</td>
<td>$25,968</td>
<td>$26,400</td>
<td>$26,918</td>
<td>$29,830</td>
<td>$32,934</td>
</tr>
<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$798,000</td>
<td>$814,572</td>
<td>$830,853</td>
<td>$847,481</td>
<td>$864,300</td>
<td>$954,401</td>
<td>$1,053,736</td>
</tr>
<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>($55,895)</td>
<td>($61,093)</td>
<td>($62,315)</td>
<td>($63,561)</td>
<td>($64,833)</td>
<td>($71,580)</td>
<td>($79,030)</td>
</tr>
<tr>
<td>Rental Concessions</td>
<td>$0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>EFFECTIVE GROSS ANNUAL INCOME</td>
<td>$742,105</td>
<td>$753,479</td>
<td>$768,549</td>
<td>$783,920</td>
<td>$799,598</td>
<td>$882,821</td>
<td>$974,706</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>EXPENSES</th>
<th></th>
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<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>General &amp; Administrative Expenses</td>
<td>$30,000</td>
<td>$30,900</td>
<td>$31,827</td>
<td>$32,782</td>
<td>$33,765</td>
<td>$35,143</td>
<td>$45,378</td>
</tr>
<tr>
<td>Management Fee</td>
<td>$44,500</td>
<td>$45,186</td>
<td>$46,090</td>
<td>$47,012</td>
<td>$47,952</td>
<td>$52,943</td>
<td>$58,453</td>
</tr>
<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$116,000</td>
<td>$119,480</td>
<td>$123,064</td>
<td>$126,756</td>
<td>$130,559</td>
<td>$151,354</td>
<td>$175,460</td>
</tr>
<tr>
<td>Repairs &amp; Maintenance</td>
<td>$46,500</td>
<td>$50,985</td>
<td>$52,515</td>
<td>$54,090</td>
<td>$55,713</td>
<td>$64,586</td>
<td>$74,873</td>
</tr>
<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$5,000</td>
<td>$5,695</td>
<td>$6,095</td>
<td>$7,103</td>
<td>$7,516</td>
<td>$8,461</td>
<td>$9,832</td>
</tr>
<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$15,000</td>
<td>$15,700</td>
<td>$20,157</td>
<td>$20,762</td>
<td>$21,385</td>
<td>$24,791</td>
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<tr>
<td>Annual Property Insurance Premiums</td>
<td>$27,000</td>
<td>$27,810</td>
<td>$28,644</td>
<td>$29,504</td>
<td>$30,389</td>
<td>$35,229</td>
<td>$40,840</td>
</tr>
<tr>
<td>Property Tax</td>
<td>$62,000</td>
<td>$63,800</td>
<td>$65,776</td>
<td>$67,749</td>
<td>$69,782</td>
<td>$80,896</td>
<td>$93,781</td>
</tr>
<tr>
<td>Reserve for Replacements</td>
<td>$28,800</td>
<td>$29,664</td>
<td>$30,554</td>
<td>$31,471</td>
<td>$32,415</td>
<td>$37,577</td>
<td>$43,563</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>$5,840</td>
<td>$6,015</td>
<td>$6,196</td>
<td>$6,382</td>
<td>$6,573</td>
<td>$7,620</td>
<td>$8,834</td>
</tr>
<tr>
<td>TOTAL ANNUAL EXPENSES</td>
<td>$388,940</td>
<td>$400,165</td>
<td>$411,718</td>
<td>$423,609</td>
<td>$435,847</td>
<td>$502,620</td>
<td>$579,752</td>
</tr>
<tr>
<td>NET OPERATING INCOME</td>
<td>$349,765</td>
<td>$353,314</td>
<td>$356,330</td>
<td>$360,311</td>
<td>$363,751</td>
<td>$380,201</td>
<td>$394,954</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DEBT SERVICE</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>First Deed of Trust Annual Loan Payment</td>
<td>$294,218</td>
<td>$294,218</td>
<td>$294,218</td>
<td>$294,218</td>
<td>$294,218</td>
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<td>$294,218</td>
</tr>
<tr>
<td>Second Deed of Trust Annual Loan Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Third Deed of Trust Annual Loan Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Annual Required Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Annual Required Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ANNUAL NET CASH FLOW</td>
<td>$55,547</td>
<td>$55,096</td>
<td>$62,612</td>
<td>$66,093</td>
<td>$69,553</td>
<td>$85,963</td>
<td>$103,736</td>
</tr>
<tr>
<td>CUMULATIVE NET CASH FLOW</td>
<td>$55,547</td>
<td>$114,643</td>
<td>$177,255</td>
<td>$244,348</td>
<td>$312,881</td>
<td>$701,671</td>
<td>$1,168,469</td>
</tr>
<tr>
<td>Debt Coverage Ratio</td>
<td>1.26</td>
<td>1.21</td>
<td>1.22</td>
<td>1.23</td>
<td>1.24</td>
<td>1.25</td>
<td>1.24</td>
</tr>
<tr>
<td>Other (Describe)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

By signing below, I/we are certifying that the above 15 Year pro forma is consistent with the unit rental rate assumptions, total operating expenses, net operating income, and debt service coverage based on the bank's current underwriting parameters and consistent with the loan terms indicated to the loan officer and the mortgage loan terms, and that a feasible funding is possible on further review. The debt service for each year is maintained at least in (1.15) debt coverage ratio. (Signature only) required if using this pro forma for preprints under (1.15) debt coverage ratio. (Signature only) required if using this pro forma for preprints under (1.15) debt coverage ratio.

Signature, Authorized Representative, Construction or Permanent Lender

Signature, Authorized Representative, Syndicator

Leslie Houston
Printed Name
2/22/18
Date

Neal Deaton
Printed Name
2/22/18
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 and expense levels), 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 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>ITIAL GROSS ANNUAL RENTAL INCOME</td>
<td>$773,640</td>
<td>$789,113</td>
<td>$804,889</td>
<td>$820,993</td>
<td>$837,413</td>
<td>$924,571</td>
<td>$1,020,802</td>
</tr>
<tr>
<td>Operating Income</td>
<td>$24,960</td>
<td>$25,469</td>
<td>$25,968</td>
<td>$26,468</td>
<td>$27,018</td>
<td>$29,830</td>
<td>$32,994</td>
</tr>
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<td>$798,600</td>
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<td>$864,430</td>
<td>$954,401</td>
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<td>$30,000</td>
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<tr>
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<td>1.24</td>
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Big 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 our current underwriting parameters and consistent with the loan terms indicated in the term sheet and preliminary feasibility pending further diligence review. The debt service for 11.99(e)(1) relating to Financial Feasibility.

\[ Signature \]

Sue, Authorized Representative, Syndicator

\[ Signature \]

Colin Gilbert

Printed Name

Date

Phone: 214-209-3219

Email: Vakkie-A. Williams@CLAL.com
TAB 35 – S&U Supporting Documents

2. Letter from Lender
   • Evidence of Permanent & Construction loan
   • Approval of Principal

   Wells Fargo Bank
   Bank of America Bank
February 22, 2018

Mr. R. L. “Bobby” Bowling, IV  
President  
Tropicana Building II LLC  
300 E. Main, Suite 740  
El Paso, TX 79901  

RE: Edgemere Palms located in El Paso, Texas – Financial Feasibility Letter  

Dear Mr. Bowling:

Wells Fargo (the “Bank”) has been pleased with its relationship with Tropicana Building II LLC and as a result would like to put forth the following proposal to provide the construction and permanent financing for Edgemere Palms Apartments, a LIHTC project to be located in El Paso, TX. This letter is not a commitment to lend and is solely intended to provide a general outline upon which the Bank would provide the following facilities:

*Summary of Terms*

**Borrower:** TBD

**Guaranty:** Unlimited personal repayment and completion guaranty to be provided by R. L. “Bobby” Bowling, Randall Bowling and Tropicana Building II LLC.

Permanent Loan shall carry standard non-recourse carve out guarantees to be provided by Bobby Bowling.

**Project:** Edgemere Palms Apartments, a 96 unit, LIHTC project to be located in El Paso, TX.

**Credit Facilities:** A) Construction Loan of approximately $11,500,000
- Priced at a variable rate of 30 day LIBOR + 3.0%. Underwritten at a rate of 4.00%.
- Origination Fee of 1%
- The Construction Loan will have a 24 month term with two 3 month extensions available. An Extension Fee equal to 0.25% of the outstanding principle amount is due upon the execution of the extension. Conditions to extend below:
  i. Lien free completion and C/O received  
  ii. All earned equity installments received  
  iii. Project must be 75% leased at WFB proforma rents  
  iv. Interest reserve must be deemed adequate by Bank  
  v. No condition of default as defined by loan agreement  
  vi. No material adverse change in Interest only, payable monthly during construction period  
- LTV not to exceed 75% during construction period based on rent-restricted stabilized value and appraised value of LIHTC’s. Appraisal report will be in a form and substance acceptable to the Bank.
- Repayment from equity and permanent proceeds upon stabilization  
- The Construction Loan will be Interest only with payments required monthly. Repayment of the Construction Loan will come from equity and permanent proceeds upon stabilization.

B) **Wells Fargo will provide a Permanent Loan Commitment of approximately $4,300,000 or such other amount that is satisfactory to Wells Fargo and agreed to by Bank, borrower and tax credit investor prior to closing. Permanent Loan Commitment Amount is subject to full underwriting of rents and expenses and a minimum projected debt service coverage ratio ("DSCR") equal to the greater of (i) 1.20x in the first stabilized year and (ii) such DSCR necessary in the first stabilized year to achieve a 1.10x DSCR through maturity based on inflationary trending determined by Bank. All rents will be underwritten to a market advantage of at least 10% for each unit type. Replacement reserves of not less than $300 per unit per year escalating by 3% per annum shall be required.**

- The maximum Permanent Loan Amount shall not exceed 80% of the appraised value of the rental units based on the income restricted rents.
- The Permanent Loan Commitment shall be secured by a Delivery Assurance Note and Delivery Assurance Mortgage.
Please note that the Bank reserves the right to assign the Permanent Loan and/or Permanent Loan Commitment to a third party at any time.

Forward Commitment term of Twenty-Four (24) months, plus two 3-month extensions. The first 3-month extension will be at no cost and the second 3-month extension will require payment of a fee equal to 0.25% of the commitment amount.

The Permanent Loan shall have a fixed rate determined by WFB and based on the 10 year Treasury bill yield plus a spread. The fixed rate and spread over treasury are subject to change and the calculated rate will vary as the index and overall market conditions vary. A 6.0% rate will be used for underwriting purposes.

Permanent Loan rate to be locked within 5 business days of the construction loan closing, and evidenced in the Permanent Loan Commitment letter.

The term of the permanent loan will be 18 years from the time of conversion, or mature at least two years prior to the maturity of any subordinate debt subject to Lender approval. In no event shall the term be longer than 18 years. The amortization of the loan will be 35 years with a balloon payment due at maturity.

Fee Schedule:

i. Origination Fee equal to the greater of 1% or $10,000, due upon execution of the Permanent Loan Commitment;

ii. Conversion Fee of $10,000 due upon Permanent Loan closing

Conversion Criteria:

i. Borrower to provide evidence that the Property has achieved 90% physical and economic occupancy levels for 90 consecutive days; and

ii. Borrower to provide evidence that the Property has for a 90 day period has(i) maintained a DSCR of at least 1.20:1.00, and (ii) such debt service coverage ratio at origination of the Loan that will result in the Project maintaining a DSCR of 1.10:1.00 for the full term of the Loan based on inflationary increases determined by Bank. DSCR to be calculated in accordance with normal permanent loan standards including, but not limited to, actual revenue received during the 90-day period, and the greater of actual or underwritten estimated expenses, and a minimum replacement reserve expense equal to the greater of $300/unit and trending at 3% per annum.
Debt service shall include debt service on the permanent loan as well as all “hard” or “must pay” debt associated with the project. The DSCR shall be determined by Lender in its sole discretion.

iii. Borrower shall provide evidence that at least 90% of anticipated tax credit equity advances have been made.

iv. Payment to Lender of the Conversion Fee

- Yield maintenance penalties will be applied if (i) the loan fails to convert to the Permanent Loan within the Forward Commitment Term; (ii) if the Permanent Loan amount is adjusted by more than 20.0%, and/or (iii) if the Permanent Loan is prepaid during the first 15 years of the permanent loan term. Borrower shall pay Lender a fee in an amount equal to the greater of (a) 1% of the unpaid principal balance of the Permanent Loan Amount or (b) the Yield Maintenance Amount (standard formula will be provided). A prepayment penalty equal to 1% of the unpaid principal balance will apply if the loan is prepaid between the 15th year of the term and 3 months prior to loan maturity.

- Lender to approve all subordinated debt terms, payment conditions, and any recorded extended use restriction agreements. Subordinated lenders shall be required to execute a subordination and standstill agreement in form and substance approved by Wells Fargo. There are currently no anticipated subordinate loans.

- Financing terms herein assume that any extended use agreement or similar encumbrance affecting the property, by its terms, must terminate upon foreclosure or upon a transfer of the property in lieu of foreclosure, in accordance with Section 42(h)(6)(E) of the Internal Revenue Code.

- **Replacement Reserves in the amount of at least $300/unit, to be held by Lender.**

- Operating Reserves of not less than 6 months.

**Collateral:**

1st lien deed of trust and assignment of leases and rents on the subject property

- UCC filing on furniture, fixtures, and equipment
- 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
Borrower will 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
- Plan and Cost Reviews
- Other Fees

All cost incurred by the Bank are expected to be repaid by borrower whether or not the facilities contemplated herein are funded. This obligation will survive the expiration or termination of any approval.

Construction draws will be approved by the Bank, with customary title downgrade endorsements and upon approval of a 3rd party construction engineering firm hired by or acceptable to the Bank.

Include but are not limited to:

- Annual audited financial statements of Borrower and Guarantor
- Annual evidence of tax credit compliance
- Monthly and annual operating statements, rent rolls, and operating budget

Timing of payment of developer fee to be mutually agreed upon between Bank and Borrower

The Development Budget will include construction contingencies of at least 5% of the General Construction Contract. Significant changes to the budget that materially affect the project may result in changes to the terms and conditions proposed herein.

The general contractor will provide a full completion guaranty. Bank will discuss bonding or L/C requirements with Borrower once a GC has been selected and their financials reviewed.

Include but are not limited to:

- Review and approval of tax credit equity provider
• Receipt and review of market study
• Receipt of all requested due diligence
• Review and approval of final plans and specifications
• Review and approval of final construction contract and total development budget.
• Appraisal acceptable to the Bank
• Soils analysis and environmental report acceptable to Bank
• Borrower shall indemnify and hold lender harmless from all liability and costs relating to the environmental condition of the Project and the presence thereon of hazardous materials
• Borrower will establish and maintain all operating and management accounts related to the Project with the Bank
• Such other conditions which are customary and reasonable for a loan of this nature and amount

COSTS:

Borrower shall be responsible for and pay all costs, expenses and fees associated with this transaction; regardless of the credit decision reached by the Bank.

DOCUMENTS:

This letter does not set forth all the terms and conditions of the facility offered herein which will be included in the Bank’s loan documentation.

PATRIOT ACT NOTICE:

To help fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. For purposes of this section, account shall be understood to include loan accounts.
TDHCA:

The attached 15-year *pro forma* was prepared by Bobby Bowling, IV for Edgemere Palms located in El Paso, TX. The *pro forma* is consistent with the unit rental rate assumptions, total operating expenses, net operating income, and debt service coverage based on Wells Fargo Bank’s current underwriting parameters and consistent with the loan terms indicated in the term sheet and is preliminarily considered feasible, pending further diligence review. The debt service for each year maintains no less than a 1.15 debt coverage ratio.

The total operating expenses referenced above include $2,000 for the coordination of tenant services to be provided for the affordable residents of the project.

Additionally, we have performed a preliminary review of the credit worthiness of Bobby Bowling, Randall Bowling and Tropicana Building II LLC. At this time, Wells Fargo Bank 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.

Wells Fargo wishes to thank you for the opportunity to consider financing for this much needed housing development and we look forward to working with you on this transaction.

Please do not hesitate to give me a call at (682) 316-1327 if I can be of further assistance.

Very Truly Yours,

Leslie Houston

Wells Fargo Bank N.A.

Community Lending & Investment
TERM SHEET
(End to End Taxable Construction to Permanent Loan)

February 23, 2018

Mr. Robert Bowling, IV
President
Tropicana Building Corp.
300 E. Main, Suite 740
El Paso, Texas 79901

Re: Construction to Permanent Loan for Edgemere Palms Apartment, located in El Paso, Texas (the “Project”)

Dear Bobby:

This letter will serve as a preliminary outline of the terms under which Bank of America, N.A. (the “Bank”) would consider a loan request on the above referenced project. **This letter does not represent an offer or commitment by the Bank for the proposed financing, nor does it define all the terms and conditions of a loan commitment, but is a framework upon which a loan request may be submitted. Issuance of a commitment by the Bank is subject to, among other things, the completion of the following items, and approval of the loan request under the Bank’s internal approval process. The Bank may decline to approve the loan request. Upon your response to this letter and after providing any additional information which may be necessary, the Bank will proceed with the necessary due diligence to submit the loan request. The proposed terms and conditions are as follows:**

**Project:** To be constructed 96 -unit apartment complex located in El Paso, Texas.

**Borrower:** To Be Formed SPE - form and substance of Borrower must be acceptable to the Bank.

**Reporting Requirements:** Borrower and Guarantors’ financial statements, covenant compliance certificates, property operating statements, leasing summaries shall and any other reports required by Bank shall be provided in detail and frequency as determined by the Bank in its sole discretion.

**Know Your Customer:** Within five (5) business days of opening an account with Bank, Borrower shall have delivered to Bank all due diligence materials necessary and relevant to verifying Borrower’s identity and background information, as deemed necessary by Bank in its sole and absolute discretion.

**Other Requirements:** All of the following to be acceptable to the Bank: documentation and submissions that are standard for loans of this type including, but not limited to, appraisal, ESA, legal documentation, title/survey, proposed standard lease form, front-end cost and document reviews and acceptance of final budget (includes adequate contingency, interest carry/operating deficit reserve, etc.), review of plans/specs, condition of markets/submarkets, revenue/expenses pro-formas, financial review of Borrower, Guarantor, and general contractor, management agreement and subordination; and (as applicable), proof of tax credit award, equity investor and pay-in schedule, proof of tax-exempt status with respect to ad valorem taxes and other terms and conditions as may be required.

**Confidentiality:** This term sheet is strictly confidential and may not be shared with anyone else other than the owners of Borrower.
**CONSTRUCTION LOAN**

**Construction Loan Amount:** Information obtained by the Bank is so far insufficient to establish a loan amount. Based on our general underwriting parameters for what we believe to be similar transactions, the construction loan amount in this transaction would be the least of:

1) $11,500,000;
2) 75% LTC based on final Bank approved construction budget; or
3) 80% LTV based on the sum of the “as completed and stabilized” appraised value, including rent restrictions, plus the value of the Low Income Housing Tax Credits (the “LIHTC”) at the lesser of the value determined within Bank analysis of market pricing for the proposed market, or the gross amount being paid for the LIHTC’s by the syndicator/investor.

**Construction Interest Rate:** 30 day LIBOR+ 2.75% daily floating, with a floor of 4%. An interest rate protection product from a financial provider acceptable to the Bank may be required prior to funding of a loan. As of the date of this terms letter and based on current market conditions, this transaction could be swapped to a fixed rate of 5.75%. Borrower and any person or entity that at any time provides a guaranty of Borrower’s obligations in respect of such interest rate protection (including but not limited to any general partner of any thereof) will be required to be an “eligible contract participant” as such term is defined in the Commodity Exchange Act (7 U.S.C. § 1 et seq.), as amended from time to time, and any successor statute. The budget for the project will contain an interest reserve acceptable to Bank.

**Construction Loan Term:** 24 months from the loan closing.

**Construction Loan Amortization:** Interest only for 24 months; AS APPLICABLE: 30 YEAR AMORTIZATION PAID MONTHLY THEREAFTER

**Construction Loan Fee:** 1.00% of the total Loan Commitment, payable at closing.

**Construction Renewal Options:** An extension of the Construction Loan for six (6) months may be provided at the discretion of the Bank. An extension fee of 0.50% of the committed Loan amount will be associated with the extension. There may be other charges associated with the extension, such as Bank’s legal fees.

**Payment and Performance Guaranty:** 100% guarantee of completion, performance and repayment to be provided by Robert L. Bowling, IV, Randall J. Bowling and Tropicana Building II, LLC... For borrowers that are single-asset entities, principal(s) with general liability or guarantor(s) acceptable to the Bank must be jointly and severally liable for completion of the project and repayment of the financing, including interest and costs. Guarantors to have financial covenants including but not limited to minimum net worth and liquidity – TO BE DETERMINED.

**Collateral:**
1) First Lien Deed of Trust on land and improvements constructed thereon.
2) UCC filing on furniture, fixtures and equipment.
3) Assignment of rents/leases and management/construction/architectural contracts, etc.
4) Assignment of partnership interest, including capital contributions.
5) Assignment of interest rate hedge agreement, if any (collateral for Construction Loan only).

**General Contractor:** Tropicana Building II, LLC - Entity subject to Bank’s full due diligence and approval. Guaranteed maximum price contract required. Contract must require 10% retainerage. Payment and performance bond or acceptable Letter of Credit required in an amount and issuer acceptable to the Bank.

**Loan Advances:** Construction loan advances will be made no more frequently than monthly and will be based on the percentage of completion method for actual work in place less retainage as confirmed and approved by the Bank and its third party construction consultant. All funds will be advanced into a construction account held by the Bank.
**Project Budget:** Project budget must be approved by the Bank and include:
1) Minimum 5% construction contingency (if new construction), or 10% contingency (if rehabilitation of existing improvements);
2) Minimum 3% soft cost contingency;
3) Sufficient interest reserve to support the Project until it achieves the breakeven. Excess cash flow shall be used first to apply to accrued interest or interest then due with the remainder advanced from interest reserve; and
4) Bank may also require other reserves to be established with the Project budget.

**PERMANENT LOAN:**

**Loan Amount:** The least of:
1) $4,300,000;
2) 80% LTV based on an appraisal in form and substance acceptable to the Bank, or
3) the principal amount based on debt service payments sufficient to achieve a 1.20x DSCR.

LTV and DCR requirements are subject to change upon final underwriting. In the event the Project demonstrates a declining Net Operating Income in the Proforma, the Permanent Loan amount shall be sized in accordance with the Project achieving a minimum annual DCR of 1.05x in year 15 and 1.00x in year 16 based on Bank approved trending of income and expenses. The Permanent Loan Amount is further restricted to the calculations and limitations as set forth in the “Secondary Financing” section below.

**Permanent Loan Interest Rate:** The Bank estimates that, were the Note rate fixed as of the date of this letter, the rate would be approximately 5.65%. For underwriting purposes, the Bank assumed a rate of 6.00%. The interest rate will be forward locked for a period of 24 months. Forward rate lock extension for one six-month period will be available at no charge.

**Permanent Loan Maturity:** 18 years from the term loan conversion.

**Amortization:** 35 years

**Permanent Loan Fees:** The greater of:
1) $7,500.00 or
2) 1.00% of the total Loan Commitment, payable at construction loan closing.

There will also be a Conversion Fee equal to $10,000 payable at conversion.

**Conversion Terms:**
1) Lien free completion.
2) Any applicable tax abatements or PILOTS are in place.
3) Property has stabilized over the prior three consecutive months as evidenced by 90% or greater physical and economic occupancy for each of the three months and achievement of 1:20 DSCR for that period.
4) Pay-off of the construction loan.

**Guaranty:** Robert L. Bowling, IV, Randall J. Bowling and Tropicana Building II, LLC., (“Key Principals”) to guaranty traditional non-recourse exclusions from the Loan in form and substance acceptable to Bank. Financial condition of Key Principals will be subject to Bank review and approval.

**Reserves:** The Bank will require a replacement reserve of at least $300 per unit. Other reserves may be required.

**Property Manager:** Tropicana Properties, Inc. Entity is subject to Bank’s full due diligence and approval.
GENERAL PROVISIONS:

Syndicator/Investor: Syndicator and investor are subject to Bank approval. Investor(s) must be admitted into the partnership (or as member of a limited liability corporation) no later than closing of the Construction Loan.

LIHTC Equity:
1) Borrower must provide evidence satisfactory to Bank that it is entitled to an allocation of state and/or federal LIHTC’s and agree to perform all actions necessary to maintain the allocation of those tax credits.
2) Bank must review and approve the commitment letter, partnership agreement, and any other documentation evidencing purchase of the LIHTC’s.
3) Proceeds from the sale or syndication of the LIHTC’s must be in an acceptable amount and according to a pay-in schedule and funding conditions acceptable to the Bank.
4) Upfront investor limited partner equity shall be at least 10% of the total investor limited partner equity.
5) Bank of America, acting as Syndicator/Investor for the project, may elect a different equity pay-in schedule.
6) Assignment of tax credits required.
7) Initial capital contributions in excess of closing draw or subsequent capital contributions in excess of a concurrent draw request shall be deposited into a Bank controlled account from which pending and subsequent draws shall be funded completely prior to advancing funds from the Construction Loan. In the event Bank and Borrower enter into a Construction Loan Disbursement Escrow Agreement, Bank will allow initial capital contribution in excess of closing draw may remain in escrow from which pending and subsequent draws are funded.

Secondary Financing: Secondary Financing is permitted, subject to Bank approval. Secondary Financing shall be subordinated to the Bank’s lien and secondary creditors who have not funded all proceeds prior to Bank proceeds shall execute an intercreditor agreement satisfactory in substance and form to the Bank, which limits and restricts the secondary creditor’s rights and remedies without the prior written consent of the Bank. Secondary Financing subordination terms and conditions shall be consistent with provisions contained in Bank’s form of subordination agreement and allow the potential refinance of the facilities contemplated herein. All Secondary Financing loan documents, including the subordination agreement, shall be acceptable to the Bank. The loan documents shall provide for traditional restrictions on Borrower encumbrances of the property. It is the Bank’s assumption that all Secondary Financing for the Project will be funded prior to or simultaneous with Construction Loan Closing. Sources of Secondary Financing not paid in their entirety at closing and to be provided by governmental agencies (Federal, State, or Local) shall be evidenced by a commitment at closing which shall indicate that the allocation has been approved and funds allocated have been raised, reserved and available, and are not subject to clawback for other governmental priorities and, further, that the commitment does not obligate funds in excess of funds reserved. Any required “must-pay” subordinate debt service shall be underwritten and included in the LTV calculations, as well as factored into the minimum DSCR, with a combined minimum of 1.15:1 DSCR and 90% LTV on all hard debt.
Bank of America, N. A. acknowledges the following potential sources:

<table>
<thead>
<tr>
<th>Type</th>
<th>Provider</th>
<th>Amount</th>
<th>Interest Rate</th>
<th>Loan Term</th>
<th>Amortization Term</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction Loan</td>
<td>Bank of America Merrill Lynch</td>
<td>$11,500,000</td>
<td>LIBOR + 2.75%, floor of 4.00%</td>
<td>24 months</td>
<td>N/A</td>
</tr>
<tr>
<td>Low Income Housing Tax Credits</td>
<td>Richman</td>
<td>$10,586,030</td>
<td>NA</td>
<td>15 years</td>
<td>N/A</td>
</tr>
<tr>
<td>First Mortgage Loan</td>
<td>Bank of America, N.A./AEGON</td>
<td>$4,300,000</td>
<td>N/A</td>
<td>16 years</td>
<td>30 years</td>
</tr>
<tr>
<td>Deferred Developer Fee</td>
<td>Tropicana</td>
<td>$359,590</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

**Upfront Funding Sources:** Total upfront funding, which may include LIHTC equity, developer equity, and/or subordinate debt shall equal a minimum of 15% of total development costs and will be advanced prior to the Bank’s Construction Loan.

**Developer Fee Payout Schedule:** Developer fee payout schedule is subject to Bank review and approval. Bank approved pay-in schedule will not necessarily defer to the partnership agreement but shall follow terms finalized for the loan agreement.

**Market Analysis:** Terms herein are subject to Bank’s satisfactory review and acceptance of overall market condition, demand/capture rate, absorption estimates, and subject property’s rent differential to market.

**Fees and Expenses:** Borrower will pay all reasonable costs incurred by the Bank in connection with the loans including, but not limited to, legal, environmental, front end costs and document review/inspections, physical needs assessment (for existing projects only) and appraisal. Borrower acknowledges that Bank may receive a benefit, including, without limitation, a discount, credit or other accommodation, from outside counsel based on the fees such counsel may receive on account of their relationship with Bank including, without limitation, fees paid pursuant hereto.

**Restrictions:** Subject to review and underwriting of any rent or other restrictions that may survive a foreclosure. Confirmation that unit rents post a foreclosure can adequately support the property based on current market conditions at that time, to be determined at Lender’s discretion.

**Deposits:** The Bank may require that the replacement reserve, any operating deficit reserve, operating account, and any other reserves required by other funding parties to the project be maintained at the Bank.

**Regulatory Requirements:** Subject to the review and approval of all regulatory agreements and/or land use restrictions as required for ad valorem tax abatement, Section 8 (HAP), subordinate debt, ground lease, or other sources of funding as applicable. Evidence that ad valorem tax abatement coincides with the real estate collateral required. Attorney opinion of real estate tax abatement applicability may be required.

**Material Adverse Change:** Bank of America’s obligations hereunder shall terminate if, prior to closing, Bank of America determines, in its sole judgment, that there shall exist any conditions regarding the property, or the operations, business, assets, liabilities or condition (financial or otherwise, including credit rating) of Borrower or Guarantor, or there shall have occurred a material adverse change in, or there shall exist any material adverse conditions in, the market for syndicated bank credit facilities or the financial, banking, credit or debt capital markets generally, that could be expected to cause the loan to become delinquent or prevent any guarantor from performing its obligations under any guaranty or to materially and
adversely affect the value or marketability of the loan or the property or Bank of America’s ability to syndicate the loan or the viability of obtaining permanent financing for the Project.

**Assumptions made:** The terms discussed herein are presented, based on the credit conditions in the potential transaction as known by Bank of America. Should additional facts come to light that positively or negatively impact the situation, prices or other requirements quoted here may be adjusted.

**Financial Feasibility:** The attached 15-year pro forma was prepared by Edgemere Palms, LTD. and reviewed by Bank of America, N. A. for Edgemere Palms located in El Paso, Texas. The pro forma is consistent with the unit rental rate assumptions, total operating expenses, net operating income, and debt service coverage based on Bank of America’s current underwriting parameters and consistent with the loan terms indicated in the term sheet and is preliminarily considered feasible, pending further diligence review. The debt service for each year maintains no less than a 1.15 debt coverage ratio.

Additionally, we have performed a preliminary review of the credit worthiness of Tropicana Building II, LLC., and its Principals. At this time, Bank of America, N. A. 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.

<table>
<thead>
<tr>
<th>COMPARISON CATEGORIES</th>
<th>Proforma First Year Projections</th>
</tr>
</thead>
<tbody>
<tr>
<td>EFFECTIVE GROSS INCOME</td>
<td>$738,705</td>
</tr>
<tr>
<td>OPERATING EXPENSES including replacement reserves</td>
<td>$388,940</td>
</tr>
<tr>
<td>NET OPERATING INCOME</td>
<td>$349,765</td>
</tr>
<tr>
<td>Underwritten Term Interest Rate</td>
<td>6.00%</td>
</tr>
<tr>
<td>Projected Annual Debt Service</td>
<td>$294,718</td>
</tr>
<tr>
<td>Projected Cash Flow</td>
<td>$55,547</td>
</tr>
<tr>
<td>Projected DSCR</td>
<td>1.19x</td>
</tr>
</tbody>
</table>

**Expiration:** The subject terms are presented for the purpose of making application for a tax credit award from the Texas Department of Housing and Community Affairs with decisions on awards expected by July 27, 2018 (decision date). This term sheet will expire at 5:00 p.m. CT, within five (5) business days from decision date unless you execute this term sheet and return it to us prior to that time, along with a good-faith deposit of $15,000. Upon receipt of the signed letter and the good-faith deposit, the Bank will proceed with the necessary due diligence to prepare and submit your loan request. Your deposit is refundable, less the Bank’s out of pocket expenses incurred, should the Bank decline the financing opportunity discussed herein.

Please understand that this term sheet does not represent an offer or commitment by Bank of America, or any of its affiliated entities, for the proposed new financing, nor does it define all of the terms and conditions of a loan commitment, but is a framework upon which a loan request may be submitted. Issuance of a commitment by Bank of America is subject to, among other things, the approval of your loan request under the Bank’s approval process. If Bank of America issues a financing commitment in this transaction, it will in all respects supersede this letter.

The undersigned acknowledges and agrees that: (i) the transaction contemplated by this Term Sheet is an arm’s length, commercial transaction between you and Bank in which Bank is acting solely as a principal and for its own interest; (ii) Bank is not acting as a municipal advisor or financial advisor to you; (iii) Bank has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to you with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether Bank has provided other services or is currently providing other services to you on other matters); (iv) the only obligations Bank has to you with respect to the transaction contemplated hereby...
expressly are set forth in this Term Sheet; and (v) Bank is not recommending that you take an action with respect to the transaction contemplated by this Term Sheet, and before taking any action with respect to the contemplated transaction, you should discuss the information contained herein with its own legal, accounting, tax, financial and other advisors, as it deems appropriate. If you would like a municipal advisor in this transaction that has legal fiduciary duties to you, you are free to engage a municipal advisor to serve in that capacity. This Term Sheet is provided to you pursuant to and in reliance upon the “bank exemption” provided under the municipal advisor rules of the Securities and Exchange Commission, Rule 15Ba1-1 et seq.

Sincerely,

Bank of America N.A.

\[Signature\]

Name: Valerie A. Williams  
Title: Senior Vice President  
Telephone: 214-209-3219  
Facsimile: 214-416-0740  
Email: valerie.a.williams@baml.com

Please submit a loan application as outlined above:

Name:______________________________  
Title:_______________________________  
Date:_______________________________
3. Evidence of Equity Financing

Wells Fargo Bank
Bank of America Bank
February 22, 2016

Tropicana Building
Attn: R. L. "Bobby" Bowling IV
300 E. Main, Suite 740
El Paso, TX 79924

Re: Edgemere Palms located in El Paso, TX

Dear Mr. Bowling:

The purpose of this letter is to indicate an interest of Wells Fargo, in providing equity, and becoming your partner, in Edgemere Palms. This letter is provided for use in your tax credit application to the Texas Department of Housing and Community Affairs. Should you be successful in obtaining a tax credit reservation, Wells Fargo would be interested in working with you in fully underwriting the proposed investment.

The information that you have provided indicates that Edgemere Palms is a 96-unit community located in El Paso, Texas (the “Project”), projected to support 9% Federal Low Income Housing Tax Credits ("LIHTC") in the annual amount of $1,163,300, which should total $11,633,000 LIHTC throughout the initial compliance period. Based upon this information, Wells Fargo proposes preliminary pricing of $0.91 per LIHTC to purchase a 99.99% interest in the limited partnership that will own and operate Edgemere Palms, which amounts to total capital contributions of $10,586,030. We propose that the capital be contributed in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Project Milestone</th>
<th>% of Equity</th>
<th>Capital Contributed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Closing</td>
<td>20%</td>
<td>$2,117,206</td>
</tr>
<tr>
<td>50% Completion</td>
<td>20%</td>
<td>$2,117,206</td>
</tr>
<tr>
<td>100% Completion</td>
<td>25%</td>
<td>$2,646,508</td>
</tr>
<tr>
<td>Loan Conversion/Stabilization</td>
<td>25%</td>
<td>$2,646,508</td>
</tr>
<tr>
<td>Delivery of IRS Forms 8609</td>
<td>10%</td>
<td>$1,058,602</td>
</tr>
<tr>
<td>Total Capital Contributions</td>
<td>100%</td>
<td>$10,586,030</td>
</tr>
</tbody>
</table>

Developer Fees are estimated to be $1,793,000 of which $475,000 is anticipated to be paid prior to receipt of certificates of occupancy, and after receipt of all permanent sources, $359,530 is projected to be deferred and paid from net cash flow.
Wells Fargo will require replacement reserves of $300 per unit per year, lease-up reserve of $96,000, and an operating reserve of at least $48,000, which is approximately equal to 6 months of projected operating expenses. Annualized Debt Service Coverage Ratio must not be either (a) less than 1.20 to 1.00 at the time of conversion, or (b) projected to be less than 1.15 to 1.00 in any year of the initial Compliance Period, based on underwriting parameters including income inflation of 2% per year and expense inflation of 3% per year.

Please note that Wells Fargo does not charge syndication, consulting, legal, or other costs so 100% of the aforementioned equity is invested in the Partnership. In addition, please also note that Wells Fargo will re-evaluate our pricing before issuing a term sheet, and our pricing will reflect our yield and shareholder requirements at that point in time.

This equity investment is subject to verification of project information, completion of our underwriting, due diligence, documentation, and a fully negotiated Partnership Agreement.

Wells Fargo appreciates the opportunity to respond to your request, and we wish you continued success in your development efforts. If there are any questions regarding the terms of this letter, or if further clarification is required, please feel free to contact me at 704-383-9524.

Sincerely,

Neal C. Deaton
Senior Vice President
Wells Fargo Bank, N.A.
Community Lending & Investment
301 South College Street
Charlotte, NC 28288
Mail Code: D1053-170
Office: (704) 383-9524
Mobile: (704) 458-1633
neal.deaton@wellsfargo.com
February 20, 2018

Bobby Bowling
Tropicana Building Corporation
300 E. Main
Suite 740
El Paso, TX 79901

Re: Edgemere Palms Apartments
El Paso, TX
96-units

Dear Mr. Bowling:

The Richman Group Affordable Housing Corporation ("TRG") is the sponsor of investment partnerships which provide equity capital for multi-family apartment complexes that are eligible for low-income housing tax credits pursuant to Section 42 of the Internal Revenue Code of 1986 ("Low-Income Housing Tax Credits") by investing in limited partnerships that own such apartment complexes.

You have advised us that a to-be-formed single-purpose corporation (the "General Partner") will form a limited partnership, (the "Partnership"), which intends to construct a multi-family apartment complex located in El Paso, TX (the "Apartment Complex").

TRG is pleased to provide you with this letter of intent for the acquisition by an affiliated limited partnership, which will be sponsored by TRG ("Investor"), of a 99.99% limited partnership interest in the Partnership, subject to the terms and conditions hereof and also subject to (i) investment committee approval (ii) negotiation and execution of documentation acceptable to both parties and (iii) receipt of opinions of counsel (including corporate, tax and real estate) acceptable to the Investor. Upon the execution of this letter, TRG will commence its due diligence review and will seek an investor to acquire the limited partnership interest. The General Partner will execute an amended and restated partnership agreement of the Partnership in the Investor’s standard form (the "Partnership Agreement"). A guarantor acceptable to the Investor in its sole discretion (the "Guarantor") will guarantee the General Partner’s obligations to the Investor.

1. Financing: Financing of the Apartment Complex will be subject to Investor approval. It is understood that the Apartment Complex will receive a first mortgage loan in the amount of $4,300,000 at an interest rate of 6.00% for a term of 18 years and payments based on a 35 year amortization schedule. To the extent that a change in financing structure changes the amount of Low-Income Housing Tax Credits, then capital contributions will be adjusted accordingly. The General Partner must deliver any required approval of the admission of the Investor to the Partnership prior to such admission (the "Closing"). The preparation, filing and processing of such application and all costs and expenses thereof, shall be the sole responsibility of the General Partner and/or the Partnership. All loan documents shall provide that notices of default and foreclosure shall be sent to the Investor, as well as to the General Partner.
2. **Capital Contributions of the Investor:** The "Capital Contribution" as set forth below reflects current market conditions. The Capital Contributions may be adjusted to reflect the market conditions at the time of closing. Subject to the terms and conditions set forth herein and in the Partnership Agreement, the Investor will make capital contributions to the Partnership in the total amount of $10,586,030 (the "Capital Contribution") including amounts payable under Section 15 as set forth below.

**Installment No. 1:**

Paid at Closing $529,302

**Installment No. 2:**

Paid upon the latest of the following: $6,351,617

(i) Completion of construction of the Apartment Complex and receipt of
certificates of occupancy for all units;

(ii) Receipt of a payoff letter from the contractor for the Apartment Complex (the "Contractor") which states that upon receipt of Installment No. 2 the construction contract will be paid in full by the Installment No. 2 or the Contractor will defer any amounts owed to it until receipt of Installment No. 3;

(iii) Receipt of an estoppel letter from each lender to the Partnership; and

(iv) Receipt of certificates of insurance complying with the requirements described herein.

**Installment No. 3:**

(If it is anticipated that $1,263,698 of the Developer’s Fee will be funded at this time)

Paid upon the latest of the following: $3,175,809

(i) Achievement of "Breakeven Operations" (as defined below);

(ii) Receipt of an estoppel letter from each lender to the Partnership;

(iii) Receipt of certificates of insurance complying with the requirements described herein; and

(iv) Receipt of final Low-Income Housing Tax Credit Certification.
Installment No. 4:

Paid upon the latest of the following: $529,302
(It is anticipated that $529,302 of the Developer’s Fee will be funded at this time)

(i) Receipt of an estoppel letter from each lender to the Partnership;

(ii) Receipt of certificates of insurance complying with the requirements described herein; and

(iii) Receipt of form 8609

Total Equity to Partnership (excluding amounts payable under Section 15 below): $10,586,030

It is anticipated that $359,530 of the developer fee will be deferred and paid out of cash flow.

Installment No. 3 will only be released upon the achievement of Breakeven Operations. "Breakeven Operations" is generally defined as the earlier of the following: (i) the date upon which income from the normal operation of the Apartment Complex, received on a cash basis, for each of three (3) consecutive calendar months after permanent mortgage loan closing less all mandatory debt service payments for each month, exceeds all accrued operational costs for each month or, if the above is not verifiable for such three (3) month period, (ii) the date upon which income from the normal operation of the Apartment Complex (as reported under GAAP) equals or exceeds all operational costs (as reported under GAAP), as evidenced by an audited financial statement for a 12 month period prepared by the accountants of the Partnership. In addition, Breakeven Operations shall not have occurred unless, at the end of such three (3) month period, the Partnership shall have (i) sufficiently funded segregated reserves to pay one (1) year’s property insurance premiums (minus any prepaid premiums on the existing insurance policy) and the next full installment of real estate taxes payable (minus any prepaid taxes with respect to such installment) and (ii) liquid assets not committed to the payment of any other expense or reserve fund in an amount sufficient to pay (a) one (1) month’s mandatory debt service payment plus (b) any other accrued unpaid expenses.

3. Adjuster Clause: The Capital Contribution amount stated above is based upon your projection of an annual amount of Low-Income Housing Tax Credits of $1,169,300 ("LIHTC") which in turn is based upon certain of the assumptions and projections stated in Schedule A herein. The actual amount of Low-Income Housing Tax Credits may in fact change after the determination of eligible and qualified basis. Accordingly, the Capital Contribution may be adjusted when (i) final projections of the amount of Low-Income Housing Tax Credits are completed and/or (ii) upon or after actual completion of the Apartment Complex. To the extent such final projected amount of Low-Income Housing Tax Credits varies from the LIHTC, the Capital Contribution will be adjusted as set forth in the following paragraph and as will be more particularly set forth in the Partnership Agreement.

If the final amount of Low-Income Housing Tax Credits ("Final LIHTC") is greater or less than the LIHTC then the Capital Contributions shall be adjusted so that the ratio of the capital contribution attributable to the Low-Income Housing Tax Credits divided by the Final LIHTC allocable to Investor is equal to 91% ("LIHTC Ratio"). However, in the case of an increase, such increase in capital contribution will take place only if the Investor has funds available which are not committed otherwise. If the Investor does not have funds available to pay for the higher Low-Income Housing Tax Credits, then the Investor’s interest in the Partnership will be adjusted downward accordingly, but in no event below a 90% interest. TRG may in its discretion endeavor to cause an affiliated investment partnership to purchase an interest in the Partnership, but shall have no liability if it is unable to do so.
4. **Timing Differences:** In the event that if the actual Final Reported Credit for 2020 is less than 65% of the LIHTC or for 2021 is less than 100% of the LIHTC (or LIHTC as adjusted pursuant to paragraph 2 above) then the Capital Contribution of the Investment Partnership to the Partnership shall be decreased (a “Timing Change”), by an amount sufficient to maintain a to-be-determined Internal Rate of Return to the Investment Partnership; such adjustment to be based upon the methodology set forth on Attachment A (assuming for this purpose that (i) the amount and timing of projected losses and deductions and (ii) the timing of the Capital Contributions will be fixed at the amounts shown in the projections attached to the Partnership Agreement). In the event that the Timing Change exceeds the then unpaid Capital Contribution of the Investment Partnership, the General Partner shall pay to the Investment Partnership, immediately upon demand, the amount by which the Timing Change exceeds such then unpaid Capital Contributions.

5. **Cash Flow Distributions:** Cash flow of the Partnership after expenses and debt service will be distributed, to the extent available, according to the following priority:

- **First:** to pay any credit adjustor due;
- **Second:** a priority distribution to the Investor in the amount of $5,000 annually;
- **Third:** to pay any deferred development fee to the General Partner;
- **Fourth:** to repay any operating deficit loans made by the General Partner;
- **Fifth:** remaining amounts split 10% to the Investor and 90% to the General Partner. The General Partner shall apply its 90% first to pay the Incentive Management Fee, then to pay the Partnership Administration Fee and then as a distribution. The balance of the 90% which is not distributed as Incentive Management Fee or Partnership Administration Fee shall be distributed to the General Partner and a special allocation of gross income shall be made to the General Partner in a like amount.

6. **Sale or Refinance:** Upon the sale of the Apartment Complex or a refinancing of the permanent mortgage loan, proceeds will generally be allocated in accordance with the following priority:

- **First:** Expenses of the sale and refinancing and satisfaction of underlying financing plus any other third-party obligations and debts;
- **Second:** Return of the outstanding balance of any operating deficit loans previously made by the General Partner (See Guarantees); and
- **Third:** Balance of proceeds split 10% to the Investor, 90% to the General Partner

7. **Guarantees:** The Guarantor shall guarantee the obligations of the General Partner under the Partnership Agreement including, without limitation, the following:

   (A) Against recapture of the Low-Income Housing Tax Credits for 15 years except for recapture caused by (i) subsequent changes in the Tax Code or (ii) transfers of the Investor’s interest in the Partnership.

   (B) The payment in full of all costs and expenses of the acquisition and rehabilitation of the Apartment Complex in excess of the proceeds of all the construction period sources of funds and any operating deficits prior to the achievement of breakeven operations.

   (C) To fund operating deficits for a three (3) year period (the “Operating Deficit Period”) from the later of Breakeven Operations or funding of the permanent mortgage loan (the “Operating Deficit Guaranty”). The Operating Deficit Period shall be deemed extended until (x) the General Partner has provided the Investor with evidence that the Partnership has sufficient cash reserves to pay any accrued expenses as of the expiration of the Operating Deficit Period and (y) the Apartment Complex has achieved the “DSC Requirement” as hereinafter defined. The “DSC Requirement” means that the Apartment Complex has demonstrated a debt service coverage ratio of 1.10:1 for years two and three of the Operating Deficit Period. If the Apartment Complex has not demonstrated a 1.10:1 debt service coverage for such years the
Operating Deficit Period will be extended until the Apartment Complex demonstrated a 1.10:1 debt service coverage for two consecutive years. For purposes of the Operating Deficit Guaranty, the term “Operating Deficits” shall include amounts withdrawn from the reserve for replacements during such five (5) year period. A further assurance will be an agreement by the managing agent (the “Managing Agent”) for the Apartment Complex, if the General Partner or an affiliate is the Managing Agent, (i) defer and accrue its management fee, if necessary, to prevent a default under the permanent mortgage loan and (ii) to defer its fee to the extent necessary to avoid an Operating Deficit. If the Managing Agent elects not to defer its fee pursuant to subparagraph (ii) above, it must send a notice to the General Partner and the Investor offering to resign. If no such notice is sent, the Managing Agent will be deemed to have ratified its agreement to defer its fee. If a notice is sent refusing to defer its fee, such refusal shall be grounds for removal of the Managing Agent.

(D) Repurchase of the Investor’s interest in the Partnership by payment to the Investor of the full amount of the gross Capital Contribution paid to such date, if the General Partner fails to (i) place the Apartment Complex in service by December 2020 (ii) complete Final Closing by December 2020 (iii) achieve at least 70% of the aggregate projected LIHTC as set forth herein or (iv) achieve Breakeven Operations within 18 months of Substantial Completion (to be defined in the Partnership Agreement) of the Apartment Complex.

8. Representations and Warranties: The General Partner shall provide the representations and warranties to the Investor more particularly set forth in the Partnership Agreement and currently has no basis to believe that such representations and warranties cannot be given at Closing. The General Partner shall be obligated to recertify to the continued truth and accuracy of such representations and warranties at the time of each installment of capital contributions.

9. Duties and Obligations: The General Partner shall be obligated to assume the duties and obligations as are set forth in the Partnership Agreement.

10. Legal Opinions: The General Partner shall cause the attorneys for the Partnership to provide the legal opinions more particularly set forth in the Partnership Agreement.

11. Sale or Conversion: Beginning 15 years from the date of the closing of the permanent mortgage loan, if the Investor requests the General Partner to sell the Apartment Complex, the General Partner will consent, provided such sale meets the approval of the lender and applicable tax credit agency. In the event the General Partner does not consent to a sale at that time, the General Partner will be granted an option to purchase the Apartment Complex at fair market value (as restricted by the uses mandated by the lender and the Tax Credit Agency). In the event that the General Partner chooses not to exercise this purchase option, the Investor shall reserve the right to: (i) sell its interest in the Partnership to the General Partner for $1 or (ii) transfer its limited partnership interest in the Partnership to an affiliated entity. The General Partner or its qualified non-profit designee will be granted a first right of refusal to purchase the Apartment Complex at the “Minimum Purchase Price” as defined in Section 42(l)(7) of the Internal Revenue Code.

12. Accountants and Financial Reporting: The “Accountants” for the Partnership shall be a Certified Public Accountant or such other firm reasonably acceptable to the Investor. Financial information will be required to be submitted to the Investor by the 30th day after the end of each quarter, for the first three calendar quarters of each year. Such financial information may be unaudited and may be prepared by the Managing Agent. Annual audited financial statements and tax information will be required to be submitted to the Investor by the General Partner by February 15 of each year.

13. Removal Rights: The Investor shall have the right to remove the General Partner for cause as will be set forth in the Partnership Agreement. No removal right without cause shall exist.

14. Indemnity: In the Partnership Agreement the General Partner shall indemnify Investor and its officers, directors and affiliates for any untrue statement of a material fact or omission to state a material fact necessary to make any such statements, in light of the circumstances under which they were made, not misleading, by the General Partner or their agents set forth in any document delivered by the General Partner or their agents in connection with the acquisition of the Apartment Complex, the investment by the Investor in the Partnership and the execution of the Partnership Agreement.
15. **Reserve Requirements:** The Partnership will be required to make an annual minimum deposit to a reserve for replacements in an amount equal to the greater of (i) $250 per unit per year increasing annually by the CPI, or (ii) the amount utilized in the underwriting of the mortgage loans by the lenders. The Investor may reasonably require that additional reserves be funded to cover potential cash deficiencies. The Operating Deficit Guaranty shall be increased by amounts withdrawn from the reserve for replacements during the Operating Deficit Period.

16. **Due Diligence:** TRG and the Investor will have the opportunity to perform, and you and your professionals will assist us in, the customary due diligence necessary in the acquisition of the Apartment Complex and of the investment by Investor in the Partnership. As a condition of closing, the Partnership shall provide the Investor information reasonably requested by the Investor, including without limitation, (i) market rental information, proving that the projected rents will be achieved and the rent up will occur within a reasonable absorption period, (ii) engineering report by an engineer acceptable to the Investor and (iii) a Phase 1 environmental report. The Partnership shall bear the costs of Investor’s market study, engineering review and Investors legal counsel. The cost to the Partnership of the Investor’s due diligence expenses and legal counsel shall be determined at a later date and added to the Capital Contribution stated herein. A sample (but not exhaustive) list of due diligence documents will be provided at a later date. Additionally, approval of this transaction is subject to Investor satisfaction and completion of due diligence (including site visit, review, and investment committee approval), and receipt by the Partnership of a Low-Income Housing Tax Credits reservation or allocation approval from the appropriate state or local agency.

17. **Title Insurance:** The General Partner shall provide, at Partnership expense, title insurance in favor of the Partnership in an amount not less than the sum of (i) all mortgage loans, and (ii) the amount of the Capital Contribution with only those exceptions as may be approved by Investor.

18. **Execution of Partnership Agreement:** As a condition to the Closing, the General Partner will execute the Partnership Agreement and any related documentation necessary to complete the transaction and the Guarantor must execute the Guaranty.

19. **Hazard and Liability Insurance:** As a condition to receipt of Installment No. 1 of Capital Contributions, the Partnership shall deliver evidence of hazard insurance from carriers acceptable to the Investor, in an amount equal to the replacement cost of the apartment improvements. The hazard insurance must include endorsements for inflation adjustment and code upgrade coverage. Liability insurance shall be in the amount of not less than $5,000,000.

20. **Escrows:** To the extent not required by any mortgage lender, the Partnership shall maintain funds in a segregated escrow account, in an amount sufficient to pay all real estate taxes and insurance premiums when due.

21. **Payment and Performance Bond or Letter of Credit:** The Contractor shall provide one of the following (i) payment and performance bonds in form and substance satisfactory to Investor, in the full amount of the general contract naming the Partnership as obligee issued by a bonding company acceptable to Investor (ii) a letter of credit in the amount of not less that 15% of the general contract issued by a bank acceptable to Investor or (iii) a guarantee of the Contractor (or its principal) with a net worth of not less than $5,000,000.

22. **Brokers:** Any and all fees due to any broker involved in this transaction will be the responsibility of the General Partner. By executing this letter of intent, you represent and warrant that no broker has been involved in the negotiations among the General Partner, its principals and TRG. You further acknowledge and agree that neither TRG nor the Investor shall be responsible for the payment of any brokerage fees in connection with the Investor’s investment in the Project unless otherwise specifically agreed to in writing by TRG.
If the above is acceptable to the General Partner, please execute a copy of this letter and return it to the Investor. In the event that Investor is not in receipt of an executed copy of this letter within thirty (30) days, this shall be considered withdrawn and shall be of no further force or effect.

Upon the Investor’s receipt of a fully executed copy of this letter, the Investor will commence the necessary action to deliver to you a copy of the proposed Partnership Agreement and you shall be bound by all of the terms and provisions hereof. If prior to the expiration of the due diligence period Investor agrees to proceed with the transaction, but notwithstanding such agreement, the General Partner (i) fails to negotiate the Partnership Agreement or other closing documents in good faith and/or (ii) offers the limited partnership interest contemplated hereby to a third party, then the General Partner shall be obligated to reimburse Investor and/or TRG for all fees, costs and expenses incurred by Investor and/or TRG in connection with this transaction, including without limitation, all legal fees and disbursements, engineering and other professional fees, site inspection fees, market study fees, appraisal fees, background investigation costs, and other due diligence costs and expenses.

The Closing of the acquisition of the limited partnership interest is subject to the availability of funds and the ability of TRG to identify an Investor. The Capital Contributions set forth in Paragraph 2 above may be recalculated or changed prior to the Closing to reflect rising interest rates or other changing market conditions and the Investor’s then – current yield requirements. This letter shall be governed by and construed in accordance with the internal laws of the State of Connecticut. This agreement shall not create any liability on the part of TRG or the Investor. All rights and obligation of the Investor shall be set forth in the Partnership Agreement and shall not be binding on the Investor until the Investor delivers a fully executed copy of the Partnership Agreement to the General Partner.

Notwithstanding anything to the contrary contained herein, the provisions of this letter represent the entire understandings of TRG, the Investor, the General Partner and/or the Partnership with respect to the matter hereof, and all prior understandings, agreements and representations with respect thereto whether written or oral are superseded hereby and merged herein. None of the provisions of this letter may be waived or modified unless such waiver or modification is in writing and signed by the parties hereto and approved by TRG’s counsel. No oral agreements shall ever be binding on TRG and/or the Investor.

Sincerely,

The Richman Group Affordable Housing Corporation

By: [Signature]

Name: Peter K. McHugh
Title: Executive Vice President

Agreed to and accepted as of

___________________________, 2018

by the undersigned

___________________________
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:

   - **Yes** 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: **20.000%**
     - Cash flow from operations: **25.000%**
     - Developer Fee: **5.000%**
     - Total: **50.00%**
   - **Yes** The Qualified Nonprofit or certified HUB will materially participate in the Development and the operation of the Development throughout the Compliance Period. A detailed narrative describing how that material participation will be achieved is included.
   - **Yes** The Qualified Nonprofit or certified HUB has experience directly related to the housing industry. Mark all that apply and provide a detailed narrative describing experience in each category:
     - X Property Management
     - X Construction
     - X Development
     - X Compliance
     - No Principals of the Qualified Nonprofit or HUB are related Parties to any other Principals of the Applicant or Developer.
     - Evidence of experience in the housing industry and a statement regarding material participation are provided behind this tab.

   **Points Claimed:** **2**

2. Application is attempting to score as a participating Nonprofit or certified HUB and meets the criteria below:

   - **Yes** A certified HUB will participate in Development Services or provide onsite tenant services, and evidence of the HUB's existence from the Texas Comptroller of Accounts is provided behind this Tab.
   - **Yes** A Nonprofit will participate in Development Services or provide onsite tenant services, and evidence from a state or federal source of the organization's nonprofit status is provided behind this Tab.
   - No Principals of the HUB or Nonprofit are related Parties to any other Principal of the Applicant or Developer.
   - Evidence of experience in the provision of Development Services or in the provision of on-site tenant services as well as a detailed narrative describing how the HUB or Nonprofit will provide such services must be included behind this tab.

   **Points Claimed:** **0**

**Total Points Claimed:** **2**
The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority and woman-owned businesses as HUBs and is designed to facilitate the participation of minority and woman-owned businesses in state agency procurement opportunities.

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 http://www.window.state.tx.us/procurement/cmbi/hubonly.html. Provided that your company continues to meet HUB eligibility requirements, the enclosed HUB certificate is valid for four years.

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 reference the enclosed pamphlet for additional resources, such as the state’s Centralized Master Bidders List (CMBL), that can increase your chance 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

TROPICANA PROPERTIES, 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 24-JUL-2015, 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.

Paul Gibson, Statewide HUB Program Manager
Texas Procurement and Support Services

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 and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (http://www.window.state.tx.us/procurement/cmbi/cmbihub.html) or by contacting the HUB Program at 1-888-863-5881 or 512-463-5872.

Rev. 01/15
February 26, 2018

STATEMENT OF MATERIAL PARTICIPATION

Tropicana Properties, Inc. is a Historically Underutilized Business and will materially participate in the management of the GP partnership (EP Edgemere Palms, LLC) of Edgemere Palms, Ltd. throughout the development and compliance period on a regular, continuous, and substantial basis. Tropicana Properties will oversee development on a weekly basis during construction along with co-General Partner Tropicana Building II, LLC and will receive a portion of the developer fee for this service. Throughout the compliance period, Tropicana Properties will oversee all day-to-day management of the partnership along with co-General Partner Tropicana Building II, LLC and will receive a portion of the cash flow for this service. Tropicana Properties will also provide compliance services for a fee throughout the compliance period.

Sincerely,

Demetrio Jimenez
President and Sole Owner
Tropicana Properties
Principals: Demetrio Jimenez, President/Owner

Tropicana Properties INC is a property management company specializing in managing for-rent properties under the Low Income Housing Tax Credit Program exclusively for Tropicana Building Corporation and its affiliates. Tropicana Properties has earned a stellar reputation in qualifying tenants and leasing properties in record time.

Tropicana Properties started in 2002 with the opening of Sunset Palms, Cooperstown and South Cooperstown properties with two full time employees. Now, Tropicana Properties manages 2,920 units with 72 employees for a total of 33 properties (See list).

Tropicana Properties has earned a reputation of outstanding physical compliance under the Uniform Physical Compliance Standards (UPCS) with the Texas Department of Housing and Community Affairs (TDHCA), having an average of 97% out of a 100 score for 26 of the 28 stabilized properties managed (two property just completed construction and has not gone through a UCPS inspection). Tropicana Properties has attained a perfect score in several UPCS inspections in the last few years including: Sunset Palms, Castner Palms, Diana Palms, Canutillo Palms, Presidio Palms II, and South Cooperstown with a score of 100. Tropicana's record of "events of non-compliance" is also near perfect as the properties it manages hold a .95 average non-compliance score of corrective actions a maximum out of a possible 30 points (97% of perfection). Tropicana Properties, unlike other LIHTC management companies, does not farm out its potential tenant files for income certification—rather it provides this service in-house—hence this record of near perfection is entirely a reflection of the unmatched competency of Tropicana Properties. Finally, none of the 26 stabilized properties Tropicana manages has ever come anywhere close to being in Material Non-Compliance and is recognized by our primary syndicator/asset management firm, The Richman Group, as one of the finest property managers in its portfolio on a year after year basis.

Executive Staff:

Tropicana Properties, Inc. is owned and managed by Demetrio Jimenez, whose professional career began with employment at the Texas Historical Commission (the state agency that oversees all nationally registered Historic landmarks including San Elizario Historic District) as well as employment as the head of the El Paso Colonia Border Field Office of the Texas Department of Housing and Community Affairs (TDHCA). Jimenez brought the two stints together and urged Tropicana Building Corporation to build low income housing units in the heart of the San Elizario Historic District early in his career at Tropicana Properties. His affinity for architectural history (He has BA in Architecture from the University of Texas) and his empathy for the pioneering colonia residents, who continued to live in shanty homes overcrowded with two to three families, pushed his employers/partners to look at building a tax credit apartment complex that would marry his two professional passions. Tropicana Building built the first LIHTC units in the San Elizario area and now Tropicana Properties manages four properties along the Historic Mission Trail: Mission Palms a 2008 development, Presidio Palms and Presidio Palms II a 2009 and 2011 project, and San Elizario Palms a 2008 development further out on the trail but adjacent to San Elizario High School in El Paso County Texas.

Marci Almodovar is the Compliance Director (since 2009) and under her watch the compliance scores have been near perfection. Marci started her employment as a leasing agent, worked her way up as a property manager before her promotion to oversee compliance issues for all of Tropicana Properties. She is certified as a Housing Tax Credit Professional through the National Association of Homebuilders (NAHB) and has various certifications through the Texas Department of Housing and Community Affairs (TDHCA)—including Compliance Certification through the Texas Apartment Association (TAA).
Tropicana Properties has been featured in several publications for its work in assisting families achieve the American Dream of Homeownership through its social services program. Attached is an article describing how families are “incubated” through its Homebuyer Counseling Program and Financial Literacy. To date, over 15 families who started out living in a LIHTC unit have qualified and now own their own home. Tropicana has hired an individual to specifically handle the social services required for each property named Tammy Harvey, who serves as the full-time Social Services Director for Tropicana Properties. Tammy has a degree in Social Work and has had a great success in providing a plethora of services for each property.

Properties Managed:

**Cooperstown:** 16-unit quadruplex development awarded in 2001, completed in 2003. Located in northeast El Paso.

**South Cooperstown:** 20-unit quadruplex development awarded in 2001, completed in 2003. Located in northeast El Paso.


**Castner Palms:** 100-unit quadruplex development awarded in 2002, completed in 2004. Located in northeast El Paso.

**Burgundy Palms:** 100-unit quadruplex development awarded in 2002, completed in 2004. Located in El Paso's lower valley.


**Diana Palms:** 36-unit, mixed-income quadruplex development awarded in 2004, completed in 2006. Located in northeast El Paso.

**Americas Palms:** 112-unit quadruplex development awarded in 2004, completed in 2006. Located in east El Paso.

**Horizon Palm:** 76-unit quadruplex development awarded in 2004, completed in 2006. Located in Horizon City, El Paso County.

**Linda Vista:** 36-unit quadruplex development awarded in 2005, completed in 2007. Located in northeast El Paso, owned by Project Vida non-profit.


**Mission Palms:** 76-unit quadruplex development awarded in 2006, completed in 2008. Located in east El Paso County.

**Patriot Palms:** 188-unit quadruplex development awarded in 2006, completed in 2008. Located in northeast El Paso.

**Paseo Palms:** 180-unit quadruplex development awarded in 2007, completed in 2009. Located in east El Paso.


River Palms was awarded in 2016 and is to be completed at the end of 2018.

Homestead Palms II was awarded in 2016 and is to be completed at the end of 2018.

Alameda Palms was awarded in 2017 and is to be completed at the end of 2019.

Vinton Palms was awarded in 2017 and is to be completed at the end of 2019.
Owner and Developer Organization Charts

Applicants should note that subsequent changes to the Development Ownership structure presented in this section will require the written consent of the Department.

Pursuant to §10.204(13)(A) of the Uniform Multifamily Rules, submit three separate charts. One showing the complete organizational structure of each of the following entities: Development Owner, Developer, and Guarantor.

The organization charts must include:

- The names and ownership percentages of all Persons having an ownership interest in the Development Owner, Developer, and/or Guarantor.
- Nonprofit entities, public housing authorities, publicly traded corporations, individual board members and executive directors must be included in Organization charts.
- Any and all trusts must list all beneficiaries that have the legal ability to control or direct activities of the trust and are not just financial beneficiaries.

In the case of:

(A) Partnerships - Principals include all general Partners and Special LPs (any LP that is not the Syndicator is a "Special LP");

(B) Corporations - Principals include the executive director and all members of the board (shown with "0%" ownership as applicable). For to-be formed instrumentalities of PHAs, where the executive director and board remain to be determined, include the PHA, itself, and its members;

(C) Limited liability companies - Principals include all the managing members and all other members.

Org. Chart Example:

Information about Organizations that will own or control the Applicant or other related organizations will be provided in the List of Organizations with an Ownership Special Interest in the Applicant form.

If a revised chart is submitted, include date of submission!
Tropicana Building II, LLC
80%
ORGANIZATION 1.2
Guarantor/Limited Partner
R.L. Bowling, IV Org. 1.2
President /Member
66.6667%
Randall Bowling, Org. 1.2 VP/Treasurer/
Secretary/Member 33.3333%
PARTICIPANTS IN THE APPLICATION – GUARANTOR CHARTS
Edgemere Palms, LTD

Guarantors

R.L. Bowling, IV Org. 1.2
Randall Bowling, Org. 1.2
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 if 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 more than 10% of the developer fee. (Note - Entity Names, Principals, and ownership percentage should coincide with the Owner and Developer Organization Charts)

<table>
<thead>
<tr>
<th>Applicant Legal Name:</th>
<th>Edgemere Palms, LTD</th>
<th>Address:</th>
<th>300 E. Main Suite 740</th>
<th>City:</th>
<th>El Paso</th>
<th>State: TX</th>
<th>Zip:</th>
<th>79901</th>
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<td>Organization legally formed?</td>
<td>No</td>
<td>Date formed:</td>
<td>Not Yet Formed</td>
<td>Legal Org is or will be:</td>
<td>Limited Partnership</td>
<td>Previous TDHCA Experience?</td>
<td>No</td>
<td>Phone:</td>
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<th>Org. 1</th>
<th>Organization Legal Name:</th>
<th>EP Edgemere Palms, LLC</th>
<th>Role/Title:</th>
<th>General Partner</th>
<th>Address:</th>
<th>300 E. Main Suite 740</th>
<th>City:</th>
<th>El Paso</th>
<th>State: TX</th>
<th>Zip:</th>
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<tr>
<td>Organization legally formed?</td>
<td>Yes</td>
<td>Date formed:</td>
<td>2/2/2001</td>
<td>Legal Org is or will be:</td>
<td>Corporation</td>
<td>Previous TDHCA Experience?</td>
<td>Yes</td>
<td>Phone:</td>
<td>9157559113</td>
<td>Email:</td>
<td><a href="mailto:djimenez@tropicanapropertie.org">djimenez@tropicanapropertie.org</a></td>
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<th>Organization Legal Name:</th>
<th>Tropicana Properties, INC</th>
<th>Role/Title:</th>
<th>Co-General Partner</th>
<th>Address:</th>
<th>300 E. Main Suite 1426</th>
<th>City:</th>
<th>El Paso</th>
<th>State: TX</th>
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<td>Date formed:</td>
<td>2/2/2001</td>
<td>Legal Org is or will be:</td>
<td>Corporation</td>
<td>Previous TDHCA Experience?</td>
<td>Yes</td>
<td>Phone:</td>
<td>9157559113</td>
<td>Email:</td>
<td><a href="mailto:djimenez@tropicanapropertie.org">djimenez@tropicanapropertie.org</a></td>
</tr>
<tr>
<td>Organization is identified on Org. Chart:</td>
<td>Yes</td>
<td>Ability to exercise Control over the Development?</td>
<td>No</td>
<td>List of Sub-Entities or Principals:</td>
<td>1.</td>
<td>Demetrio Jimenez</td>
<td>TDHCA Experience:</td>
<td>Yes</td>
<td>2.</td>
<td>TDHCA Experience:</td>
<td>3.</td>
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<td>4.</td>
<td>TDHCA Experience:</td>
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<th>Tropicana Building II, LLC</th>
<th>Role/Title:</th>
<th>Co-General Partner</th>
<th>Address:</th>
<th>300 E. Main Suite 740</th>
<th>City:</th>
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<tbody>
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<td>Date formed:</td>
<td>2/2/2001</td>
<td>Legal Org is or will be:</td>
<td>Limited Liability Company</td>
<td>Previous TDHCA Experience?</td>
<td>Yes</td>
<td>Phone:</td>
<td>9158213550</td>
<td>Email:</td>
<td><a href="mailto:bbowling4@tropicanahomes.com">bbowling4@tropicanahomes.com</a></td>
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<td>Organization is identified on Org. Chart:</td>
<td>Yes</td>
<td>Ability to exercise Control over the Development?</td>
<td>Yes</td>
<td>List of Sub-Entities or Principals:</td>
<td>1.</td>
<td>R.L. Bowling, IV</td>
<td>TDHCA Experience:</td>
<td>Yes</td>
<td>2.</td>
<td>Randall Bowling</td>
<td>TDHCA Experience:</td>
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<th>Org. 2</th>
<th>Organization Legal Name:</th>
<th>Equity Investor TBD/Richman Group</th>
<th>Role/Title:</th>
<th>LP/Syndicator</th>
<th>Address:</th>
<th>340 Pemberwich Rd.</th>
<th>City:</th>
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<td>Date formed:</td>
<td>3/21/1988</td>
<td>Legal Org is or will be:</td>
<td>Corporation</td>
<td>Previous TDHCA Experience?</td>
<td>Yes</td>
<td>Phone:</td>
<td>2038090900</td>
<td>Email:</td>
<td><a href="mailto:hoffmanK@richmancapital.com">hoffmanK@richmancapital.com</a></td>
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<td>Organization is identified on Org. Chart:</td>
<td>Yes</td>
<td>Ability to exercise Control over the Development?</td>
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<td>List of Sub-Entities or Principals:</td>
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<td>5.</td>
<td>TDHCA Experience:</td>
<td>6.</td>
<td>TDHCA Experience:</td>
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Previous Participation Form

Form must be completed separately for each entity (i.e. person, organization, etc.) that has or will have a controlling interest or oversight in the contract, award, agreement, or ownership transfer being considered. This form should also be completed for each board member, individual with signature authority, executive director, or elected official that represents the person/entity (as applicable).

Person/Role: Edgemere Palms, LTD/Applicant-Owner
Email Address: bbowling4@tropicanahomes.com
City & State of Home Addr: El Paso, TX
Applicant Legal Name: Edgemere Palms, LTD

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, 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.

<table>
<thead>
<tr>
<th>TDHCA ID#</th>
<th>Property Name</th>
<th>Property City</th>
<th>Program</th>
<th>Control began (mm/yy)</th>
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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>
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Person/Role: **EP Edgemere Palms, LLC/General Partner**

Email Address: [bbowling4@tropicanahomes.com](mailto:bbowling4@tropicanahomes.com)

City & State of Home Addr: **El Paso, TX**

Applicant Legal Name: **Edgemere Palms, LTD**

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, RHD), and BOND) that you have controlled at any time.

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2. Identify all Community Affairs and Single Family department programs that you have participated in within the last three(3) years by placing an "x" next to the program name.

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<tr>
<th>Person/Role:</th>
<th>Tropicana Building II, LLC/Co-General Partner</th>
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<tr>
<td>Email Address:</td>
<td><a href="mailto:bbowling4@tropicanahomes.com">bbowling4@tropicanahomes.com</a></td>
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<tr>
<td>City &amp; State of Home Addr:</td>
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<td>Applicant Legal Name:</td>
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1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, RHD), and BOND) that you have participated in within the last three(3) years by placing an “x” next to the program name.

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Person/Role: R.L. "Bobby" Bowling, IV/President-Tropicana Building II, LLC

Email Address: bbowling4@tropicanahomes.com

City & State of Home Addr: El Paso, TX

Applicant Legal Name: Edgemere Palms, LTD

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, RHD), and BOND) that you have participated in within the last three(3) years by placing an “x” next to the program name.

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Person/Role: **Randall Bowling/Treasurer-Tropicana Building II, LLC**

Email Address: **r.bowling@tropicanahomes.com**

City & State of Home Addr: **El Paso, TX**

Applicant Legal Name: **Edgemere Palms, LTD**

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</table>

2. Identify all Community Affairs and Single Family department programs that you have participated in within the last three(3) years by placing an “x” next to the program name.

   - By selecting this box I certify that I have no prior experience with any TDHCA Single Family or Community Affairs Programs.

   **Community Affairs:**

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   **HOME:**

   | CFDC | HBA | PWD | TBRA |
   | DR   | HRA | SFD |     |

   **HTF/OCI:**

   | AYBR | Bootstrap | CFDC | Self-Help |

   **Other:**

   | NSP |
1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, 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.

<table>
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<tr>
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<th>Property City</th>
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</tbody>
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2. Identify all Community Affairs and Single Family department programs that you have participated in within the last three(3) years by placing an "x" next to the program name.

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<thead>
<tr>
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<tr>
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<td>AYBR</td>
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<td>CFDC</td>
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<tr>
<td>Other:</td>
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</table>
Previous Participation Form

Form must be completed separately for each entity (i.e. person, organization, etc.) that has or will have a controlling interest or oversight in the contract, award, agreement, or ownership transfer being considered. This form should also be completed for each board member, individual with signature authority, executive director, or elected official that represents the person/entity (as applicable).

Person/Role: Demetrio Jimenez
Email Address: djimenez@tropicanaproperties.org
City & State of Home Addr: El Paso, TX
Applicant Legal Name: Edgemark Palms, LTD

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, RHD), and BOND) that you have controlled at any time.

   By selecting this box I certify that I have no prior experience with any TDHCA administered affordable rental program.

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<tr>
<td>Other:</td>
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<td>NSP</td>
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</table>
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).

### Development Team Members

<table>
<thead>
<tr>
<th>Role</th>
<th>Name</th>
<th>Contact Name</th>
<th>Phone</th>
<th>Email</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
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</thead>
<tbody>
<tr>
<td>Architect</td>
<td>Fred Perez</td>
<td>archiPELI, pllc</td>
<td>(915) 533-0384</td>
<td><a href="mailto:fperezut@sbcglobal.net">fperezut@sbcglobal.net</a></td>
<td>$135,000.00</td>
<td>82-3098228</td>
</tr>
<tr>
<td>Housing General Contractor</td>
<td>R.L. &quot;Bobby&quot; Bowling, IV</td>
<td><a href="mailto:bbowling4@tropicanahomes.com">bbowling4@tropicanahomes.com</a></td>
<td>(915) 821-3550</td>
<td><a href="mailto:bbowling4@tropicanahomes.com">bbowling4@tropicanahomes.com</a></td>
<td>$1,321,000.00</td>
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<tr>
<td>Infrastructure General Contractor</td>
<td>R.L. &quot;Bobby&quot; Bowling, IV</td>
<td><a href="mailto:bbowling4@tropicanahomes.com">bbowling4@tropicanahomes.com</a></td>
<td>(915) 821-3550</td>
<td><a href="mailto:bbowling4@tropicanahomes.com">bbowling4@tropicanahomes.com</a></td>
<td>In Contractor Fees</td>
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<td>Cost Estimator</td>
<td>R.L. &quot;Bobby&quot; Bowling, IV</td>
<td><a href="mailto:bbowling4@tropicanahomes.com">bbowling4@tropicanahomes.com</a></td>
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<tr>
<td>Certified Texas HUB?</td>
<td>R.L. &quot;Bobby&quot; Bowling, IV</td>
<td><a href="mailto:bbowling4@tropicanahomes.com">bbowling4@tropicanahomes.com</a></td>
<td>(915) 821-3550</td>
<td><a href="mailto:bbowling4@tropicanahomes.com">bbowling4@tropicanahomes.com</a></td>
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<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
<td>R.L. &quot;Bobby&quot; Bowling, IV</td>
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<tr>
<td>Moreno Cardenas</td>
<td>Mark Medina</td>
<td>(915) 532-2091</td>
</tr>
<tr>
<td><a href="mailto:Mmedina@morenocardenas.com">Mmedina@morenocardenas.com</a></td>
<td>In Engineering Fee</td>
<td>74-2559335</td>
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<td>Mark Medina</td>
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<tr>
<td><a href="mailto:Mmedina@morenocardenas.com">Mmedina@morenocardenas.com</a></td>
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<tr>
<td>Powers Group</td>
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<tr>
<td><a href="mailto:powersgroup2004@yahoo.com">powersgroup2004@yahoo.com</a></td>
<td>In Engineering Fee</td>
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<th>Attorney:</th>
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<tr>
<td>Michael J. Pruitt</td>
<td>Michael J. Pruitt</td>
<td>(512) 858-2828</td>
</tr>
<tr>
<td><a href="mailto:mpruitt@swbell.net">mpruitt@swbell.net</a></td>
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<tr>
<td>Katopody, LLC</td>
<td>Tom Katopody</td>
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<tr>
<td><a href="mailto:tkatopody@katopodyllc.com">tkatopody@katopodyllc.com</a></td>
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### Property Manager:

<table>
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<tr>
<th>Contact Name</th>
<th>Phone</th>
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<tbody>
<tr>
<td>Tropicana Properties, INC</td>
<td>(915) 755-9113</td>
</tr>
<tr>
<td>Demetrio Jimenez</td>
<td></td>
</tr>
<tr>
<td><a href="mailto:djimenez@tropicanaproperties.org">djimenez@tropicanaproperties.org</a></td>
<td>TBD 94-3416087</td>
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<td>Proposed Fee</td>
</tr>
<tr>
<td>Certified Texas HUB?</td>
<td>Yes</td>
</tr>
<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>

### Originator of Underwriter:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Richman Capital</td>
<td>(203) 869-0900</td>
</tr>
<tr>
<td>Kevin Hoffman</td>
<td></td>
</tr>
<tr>
<td><a href="mailto:hoffmanK@richmancapital.com">hoffmanK@richmancapital.com</a></td>
<td>TBD 06-1560220</td>
</tr>
<tr>
<td>Email</td>
<td>Proposed Fee</td>
</tr>
<tr>
<td>Certified Texas HUB?</td>
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<tr>
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### Bond Issuer:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
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</thead>
<tbody>
<tr>
<td>Tropicana Properties, INC</td>
<td></td>
</tr>
<tr>
<td>Demetrio Jimenez</td>
<td>(915) 755-9113</td>
</tr>
<tr>
<td><a href="mailto:djimenez@tropicanaproperties.org">djimenez@tropicanaproperties.org</a></td>
<td>TBD 94-3416087</td>
</tr>
<tr>
<td>Email</td>
<td>Proposed Fee</td>
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### Syndicator:

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<tbody>
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### Supportive Services Provider:

<table>
<thead>
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<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tropicana Properties, INC</td>
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### Supportive Services Provider:

<table>
<thead>
<tr>
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<tr>
<td></td>
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</tr>
<tr>
<td>Email</td>
<td>Proposed Fee</td>
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<tr>
<td>Certified Texas HUB?</td>
<td>No</td>
</tr>
<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
<td>No</td>
</tr>
<tr>
<td>Title Company</td>
<td>Melanie Jones</td>
</tr>
<tr>
<td>---------------</td>
<td>---------------</td>
</tr>
<tr>
<td>Stewart Title</td>
<td>Melanie Jones</td>
</tr>
<tr>
<td>Contact Name</td>
<td>Phone</td>
</tr>
<tr>
<td>Email</td>
<td>Proposed Fee</td>
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</tbody>
</table>

Certified Texas HUB?  No

This is a direct or indirect, financial, or other interest with Applicant or other team members*  No

Application Consultant:

<table>
<thead>
<tr>
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<tbody>
<tr>
<td>Email</td>
<td>Proposed Fee</td>
<td>Tax ID Number (TIN)</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

ESA Provider:

<table>
<thead>
<tr>
<th>Carlos Figueroa</th>
<th>(915) 532-5406</th>
</tr>
</thead>
<tbody>
<tr>
<td><a href="mailto:design3431@aol.com">design3431@aol.com</a></td>
<td>$35,000.00</td>
</tr>
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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

PCA Provider:

<table>
<thead>
<tr>
<th>Julio Esquivel</th>
<th>(915) 591-5709</th>
</tr>
</thead>
<tbody>
<tr>
<td><a href="mailto:jesquivel_bna@sbcglobal.com">jesquivel_bna@sbcglobal.com</a></td>
<td>$30,000.00</td>
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<td>Proposed Fee</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

Other:

<table>
<thead>
<tr>
<th>Julio Esquivel</th>
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</tr>
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<tr>
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Certified Texas HUB?  No

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Other:

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</table>

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Other:

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<td>$30,000.00</td>
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<tr>
<td>Email</td>
<td>Proposed Fee</td>
</tr>
</tbody>
</table>

Certified Texas HUB?  No

This is a direct or indirect, financial, or other interest with Applicant or other team members*  No
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/program/hub/ and reference our publications (i.e. Grow Your Business pamphlet, HUB Brochure and Vendor Guide) providing additional information on state procurement resources that can increase your company's chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

---

**Texas Historically Underutilized Business (HUB) Certificate**

<table>
<thead>
<tr>
<th>Certificate/VID Number:</th>
<th>1742559335100</th>
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<tr>
<td>File/Vendor Number:</td>
<td>3957</td>
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<tr>
<td>Approval Date:</td>
<td>5/31/2017</td>
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<tr>
<td>Scheduled Expiration Date:</td>
<td>5/31/2021</td>
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</table>

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

MORENO CARDENAS, 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 6/2/2017, 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.

Laura Cagle-Hinojosa, Statewide HUB Program Manager
Statewide Support Services Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company’s HUB certification prior to issuing a notice of award by accessing the Internet (https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.
The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority and woman-owned businesses as HUBs and is designed to facilitate the participation of minority and woman-owned businesses in state agency procurement opportunities.

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 http://www.window.state.tx.us/procurement/cmbl/hubonly.html. Provided that your company continues to meet HUB eligibility requirements, the enclosed HUB certificate is valid for four years.

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 reference the enclosed pamphlet for additional resources, such as the state’s Centralized Master Bidders List (CMBL), that can increase your chance of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Texas Historically Underutilized Business (HUB) Certificate

Certificate/VID Number: 1943416087500
File/Vendor Number: 32928
Approval Date: 16-JUN-2015
Scheduled Expiration Date: 16-JUN-2019

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

TROPICANA PROPERTIES, 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 24-JUL-2015, 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.

Paul Gibson, Statewide HUB Program Manager
Texas Procurement and Support Services

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 and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (http://www.window.state.tx.us/procurement/cmbl/cmblhub.html) or by contacting the HUB Program at 1-888-863-5861 or 512-463-5872.
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.
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 C.F.R. 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 C.F.R. 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 C.F.R. Part 8, if the Development includes the New Construction or substantial rehabilitation of multifamily units (4 or more units per building), 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) have attached a statement describing how the requirements Section 504 of the Rehabilitation Act of 1973 and implemented at 24 C.F.R. Part 8 will be met as described in 10 TAC Chapter 1, Subchapter B. At a minimum, the statement will include (1) The total number of Units (2) Number and description of Unit types, the number of Units of each Type, (3) Number of Units of each Type that will meet the accessibility requirements, and (4) a description of how the accessibility requirements relating to Unit distribution will be met.

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 §10.101(b)(8)(B).

I(We) certify that all accessible Units under 10 TAC Chapter 1, Subchapter B, and all affected Units meeting the requirements under 10 TAC 10.101(b)(8)(B) will be dispersed throughout the Development.
2018 Architect Certification

If the Applicant is applying for HOME funds and the Development consists of New Construction, I (We) further certify that the Development meets the Construction Site Standards in 24 C.F.R §983.57(e)(1).

This certification meets the requirement that the Applicant provide a certification from the Development engineer or an accredited architect. A similar certification will also be required after the Development is completed from an inspector, architect, or accessibility specialist.

By: __________________________
   Signature

02/28/2018
   Date

Fred Perez
   Printed Name

14760 Texas
   License Number and State

archiPELI, pllc
   Firm Name (If applicable)
Architect’s Statement

Edgemere Palms has 96 units of which the one bedroom, two bedroom, and four bedroom are one story units which are not exempt under the Fair Housing Design Manual accessibility requirements. Our intent is to make all of the units regardless of building type meet 10 TAC §10.101(b)(8)(B).

All units will meet the Fair Housing accessibility requirements with the following design features which will comply with the Fair Housing Act Design Manual.

- A one zero-step, accessible entrance.
- At least one accessible bathroom or half-bath with toilet and sink on the entry level. To allow for maneuverability, there is at least 48” X 56” of clear floor space at the toilet and outside the swing of the door. The bathroom or half-bath includes a minimum 24” grab bar beside the toilet on a reinforced wall. The grab bar can also serve as a towel bar.
- There must be an accessible route from entrance to bathroom or half-bath, and the entrance and bathroom doors must provide ample width.
- Light switches, electrical outlets, and thermostats on the entry level of the Unit must be at accessible heights.
- To the extent required by the Fair Housing Design Act Manual, there must be an accessible or exempt route from common use facilities to the affected units.

I certify that all accessible Units under 10 TAC Chapter 1, Subchapter B, and all exempt Units meeting the requirements under 10 TAC 10.101(b)(8)(B) will be dispersed throughout the Development.

By: Fred Perez, archiPELI
18010 EDGEMERE PALMS

Edgemere Palms will meet the requirements of 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 by providing 5% of all unit types for mobility and 2% for hearing and visual. Provided below is a breakdown of the amount of required units and the number of proposed units Edgemere Palms will provide.

<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>
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</thead>
<tbody>
<tr>
<td>Unit Description</td>
<td>96</td>
<td>5%</td>
<td>4.8</td>
<td>5</td>
<td>5</td>
</tr>
<tr>
<td>1/1 (667 sqft)</td>
<td>4</td>
<td>5%</td>
<td>0.2</td>
<td>1</td>
<td>1</td>
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<tr>
<td>2/1 (865 sqft)</td>
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<td>5%</td>
<td>1.4</td>
<td>1.4</td>
<td>1</td>
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<tr>
<td>3/2 (1065 sqft)</td>
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<td>5%</td>
<td>2.8</td>
<td>2.8</td>
<td>2</td>
</tr>
<tr>
<td>4/2 (1265 sqft)</td>
<td>8</td>
<td>5%</td>
<td>0.4</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>E</td>
<td>96</td>
<td>5%</td>
<td>4.8</td>
<td>6.2</td>
<td>5</td>
</tr>
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*NOTE: If total is more than what is required, Applicant will select which Unit(s) not to include Under "Units Proposed"*

<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>
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<td>2%</td>
<td>1.92</td>
<td>2</td>
<td>2</td>
</tr>
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<td>1/1 (667 sqft)</td>
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<td>2%</td>
<td>0.08</td>
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<tr>
<td>2/1 (865 sqft)</td>
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<td>2%</td>
<td>1.92</td>
<td>4.12</td>
<td>2</td>
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*NOTE: If total is more than what is required, Applicant will select which to include under "Units Proposed"*

The proposed townhome designed three bedroom ADA units will have a platform lift system on an accessible route in accordance with 809.2.1 of the 2010 ADA Standards. At least one accessible route shall connect all spaces and elements which are a part of the residential dwelling unit. Specifically, a platform lift connecting the first floor accessible route to the second floor accessible route to all spaces and elements of each floor plan.

The platform lift will meet all local, state, and federal building code requirements.

Fred Perez – Architect
archiPELI
Accessible Parking Calculation

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

Parking requirements based on:

There must be one accessible space per accessible Unit located on the closest route to the Unit (ADA).

When parking is provided for leasing office and amenities, use ADA Table 208.2 to calculate.

When calculating additional spaces needed, use whichever yields the larger number of spaces.

If you have different kinds of parking, e.g. lot, carport, and garages, each has to meet the standards individually.

If there is a separate amenity (e.g. a pavilion in the back corner of property) that provides non-accessible spaces, at least one space would need to be an accessible.

Use this chart to indicate number of parking spaces provided.
enter the total number of parking spaces
enter the parking type and the number of spaces in each, starting with the surface lot (*see the example)
make sure the totals match!

<table>
<thead>
<tr>
<th>Total # of Spaces:</th>
<th>205</th>
<th>Percentage of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surface lot</td>
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</tr>
<tr>
<td>Comm Center</td>
<td>7</td>
<td>0.034146341</td>
</tr>
<tr>
<td>Sports Court</td>
<td>2</td>
<td>0.009756098</td>
</tr>
<tr>
<td>Play Area</td>
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<td>0.004878049</td>
</tr>
<tr>
<td></td>
<td></td>
<td>205</td>
</tr>
<tr>
<td>Percentage of Total</td>
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</table>

<table>
<thead>
<tr>
<th>Total # of Spaces:</th>
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<th>Percentage of Total</th>
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<tbody>
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<td>Surface lot</td>
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<tr>
<td>Carports</td>
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<tr>
<td>Garages</td>
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<td>0</td>
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<td>Facility 5</td>
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<td>450</td>
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<tr>
<td>Percentage of Total</td>
<td>100</td>
<td></td>
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</tbody>
</table>

Use this chart to figure out accessible parking requirements.
chart above must be completed first

In C32, enter the total number of accessible spaces required
(see Application Webinar, Part 3, from 00:00 - 14:20, or webinar slides starting at slide 136)

In D33, enter the number of units required per accessible Unit in the surface lot
In column F, distribute required van spaces among the different parking facilities

<table>
<thead>
<tr>
<th># Accessible Spaces:</th>
<th>12</th>
<th>Distribution</th>
<th>Van Spaces</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surface lot</td>
<td>11.414634</td>
<td>9</td>
<td>2</td>
</tr>
<tr>
<td>Comm Center</td>
<td>0.4097561</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Sports Court</td>
<td>0.1170732</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Play Area</td>
<td>0.0585366</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td></td>
<td>0</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>Total</td>
<td>12</td>
<td>12</td>
<td>4</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th># Accessible Spaces:</th>
<th>16</th>
<th>Distribution</th>
<th>Van Spaces</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surface lot</td>
<td>10.666667</td>
<td>10</td>
<td>1</td>
</tr>
<tr>
<td>Carports</td>
<td>3.5555556</td>
<td>4</td>
<td>1</td>
</tr>
<tr>
<td>Garages</td>
<td>1.7777778</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>Facility 4</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Facility 5</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Total</td>
<td>16</td>
<td>16</td>
<td>3</td>
</tr>
</tbody>
</table>

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: 2/30/10

Printed Name: Federico Perez
Firm Name (If applicable): [Architect, PELD, PLLC]
Evidence of Experience Must be Provided Behind this Tab

Pursuant to §10.204(6) of the Uniform Multifamily Rules, 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 2014-2018 Uniform Multifamily Rules.
- An Application for experience and supporting documentation in accordance with §10.204(6)(A)(i) through (ix)
- Evidence from the Department that the application for experience was received and is being processed by the Department.

Alternatively, pursuant to §13.5(d)(1) of the Multifamily Direct Loan Rule, Applicants requesting MFDL as the only source of Department funds may meet the Experience Requirement by providing evidence of the successful development and operation for at least 5 years of at least twice as many affordability restricted units as requested in the Application.

- Documentation provided behind this tab meets the alternative Experience Requirement in §13.5(d)(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](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](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.

**Davis Bacon Labor Standards (Section 811 PRA Program and Direct Loan Applications)**

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 or Section 811 PRA-assisted units will be rehabilitated or constructed under one construction contract.

  The Section 811 PRA units and Direct Loan Units are not cumulative. For example, if a proposed development has ten Section 811 PRA units and ten Direct Loan-assisted units, Davis Bacon would not be triggered.

- Community Development Block Grant (CDBG) funds are being used to support the Development, which requires a lower number of units (8) be used as a threshold.

Applicants electing to participate in the Section 811 PRA Program either by committing an Existing Development to the Section 811 PRA Program or by committing a Proposed Development in this Application are encouraged to review §PRA.213 Davis Bacon Labor Standards in the Section 811 Program Guidelines, found on the TDHCA webpage at


Existing Developments where construction is fully complete before an application for a Proposed Development is submitted to the Department to receive assistance under the 811 PRA program are not subject to Davis-Bacon or Contract Work Hours and Safety Standards Act requirements.

**Affirmative Marketing Plan (Direct Loan Applications Only)**

Complete and submit HUD’s Affirmative Marketing Plan form (Form 935.2 or successors). This form may be found on the Department’s website at

[http://www.tdhca.state.tx.us/home-division/mf-home/index.htm](http://www.tdhca.state.tx.us/home-division/mf-home/index.htm)

The Affirmative Marketing Plan must comply with the Affirmative Marketing requirements in the Compliance Rules.

HUD approval is not necessary unless the property receives project-based Section 8 assistance.
Mr. R.L. "Bobby" Bowling, IV
Deer Palms, Ltd.
4655 Cohen
El Paso, Texas 79924

RE: REQUEST FOR EXPERIENCE CERTIFICATE UNDER 2014 UNIFORM MULTIFAMILY RULES

Dear Mr. Bowling:

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 Jean Latsha at jean.latsha@tdheca.state.tx.us.

Sincerely,

[Signature]

Cameron F. Dorsey
Director of Multifamily Finance
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).

<table>
<thead>
<tr>
<th>Part I. Applicant Credit Limit Documentation</th>
<th>Part II. Person/entity has at least one other application in the current Application Round</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Applicant, Developers, Affiliates, and Guarantors - List below all entities or Persons meeting the definition of Applicant, Affiliate, Developer or Guarantor.</td>
<td></td>
</tr>
<tr>
<td>1. Edgemere Palms, LTD</td>
<td>No</td>
</tr>
<tr>
<td>2. EP Edgemere Palms, LLC</td>
<td>No</td>
</tr>
<tr>
<td>3. Tropicana Properties, INC</td>
<td>Yes Submit Part II</td>
</tr>
<tr>
<td>4. Demetrio Jimenez</td>
<td>Yes Submit Part II</td>
</tr>
<tr>
<td>5. Tropicana Building II, LLC</td>
<td>Yes Submit Part II</td>
</tr>
<tr>
<td>6. R.L. &quot;Bobby&quot; Bowling, IV</td>
<td>Yes Submit Part II</td>
</tr>
<tr>
<td>7. Randall Bowling</td>
<td>Yes Submit Part II</td>
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<td>8.</td>
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<td>26.</td>
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<td>27.</td>
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<tr>
<td>28.</td>
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<tr>
<td>29.</td>
<td></td>
</tr>
<tr>
<td>30.</td>
<td></td>
</tr>
</tbody>
</table>

Individually, or as the General Partner(s) of officer(s) of the Applicant entity, I (we) certify that we are submitting behind this tab one signed Credit Limit Certification form for each person and/or entity that answered "Yes" to Part b. above.

By:    

Signature of Applicant: ___________________________  Date: 2/28/2018  Its: President/Manager of GP
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:  

- [x] 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
- [x] an Affiliate to the Applicant
- [ ] a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

<table>
<thead>
<tr>
<th>Development Name</th>
<th>Region</th>
<th>City</th>
<th>% Ownership</th>
<th>% of Dev. Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jaime O Perez Memorial Apartments</td>
<td>13</td>
<td>El Paso</td>
<td>20.00%</td>
<td>5.00%</td>
</tr>
<tr>
<td>Nevarez Palms</td>
<td>13</td>
<td>El Paso</td>
<td>20.00%</td>
<td>5.00%</td>
</tr>
<tr>
<td>Edgemere Palms</td>
<td>13</td>
<td>El Paso</td>
<td>20.00%</td>
<td>5.00%</td>
</tr>
</tbody>
</table>

I acknowledge that R. L. "Bobby" Bowling, IV 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]  

Tropicana Properties, INC  

Printed Name  

Date: 2/28/2018
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: [Demetrio Jimenez]

Which is:
- [x] 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
- [x] an Affiliate to the Applicant
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<td>Nevarez Palms</td>
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<td>El Paso</td>
<td>20.00%</td>
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<td>Edgemere Palms</td>
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<td>El Paso</td>
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I acknowledge that [R.L. “Bobby” Bowling, IV] is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

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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)] [Demetrio Jimenez]

Printed Name: [Demetrio Jimenez]

Date: 2/28/2018
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:  
- [x] 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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<tbody>
<tr>
<td>Jaime O Perez Memorial Apartments</td>
<td>13</td>
<td>El Paso</td>
<td>80.00%</td>
<td>95.00%</td>
</tr>
<tr>
<td>Nevarez Palms</td>
<td>13</td>
<td>El Paso</td>
<td>80.00%</td>
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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: [Signature]  
Tropicana Building II, LLC  
2/28/2018
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: R.L. "Bobby" Bowling, IV

Which is:
X 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

X an Affiliate to the Applicant

☐ a Guarantor on the Application

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</thead>
<tbody>
<tr>
<td>Jaime O Perez Memorial Apartments</td>
<td>13</td>
<td>El Paso</td>
<td>66.67%</td>
<td>63.30%</td>
</tr>
<tr>
<td>Nevarez Palms</td>
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<td>El Paso</td>
<td>66.67%</td>
<td>63.30%</td>
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<td>66.67%</td>
<td>63.30%</td>
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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: [Signature]

R.L. "Bobby" Bowling, IV
Printed Name
2/28/2018
Date
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part I (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
- [x] an Affiliate to the Applicant
- [ ] a Guarantor on the Application

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</tr>
</thead>
<tbody>
<tr>
<td>Jaime O Perez Memorial Apartments</td>
<td>13</td>
<td>El Paso</td>
<td>33.33%</td>
<td>31.70%</td>
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<tr>
<td>Nevarez Palms</td>
<td>13</td>
<td>El Paso</td>
<td>33.33%</td>
<td>31.70%</td>
</tr>
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<td>Edgemere Palms</td>
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<td>El Paso</td>
<td>33.33%</td>
<td>31.70%</td>
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</table>

I acknowledge that [R.L. "Bobby" Bowling, IV] 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.

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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)]

Randall Bowling
Printed Name

2/28/2018
Date
### Community Input Scoring Items

<table>
<thead>
<tr>
<th>TDHCA#</th>
<th>18010</th>
</tr>
</thead>
</table>

1. **Local Government Support - §11.9(d)(1)**

- Resolution(s) of either "no objection" or "support" is included behind this tab.**
  - **Note that resolutions are due March 1, 2018**

2. **Community Support from State Representative - §11.9(d)(5)**

- Letter of either "support" or "opposition" is included behind this tab.**
  - **Note that letters are due March 1, 2018**

3. **Input from Community Organizations - §11.9(d)(6)**

- Applicant has included one or more letters of support or opposition behind this tab.

<table>
<thead>
<tr>
<th>Name of Community Organization</th>
<th>Support</th>
<th>Opposition</th>
</tr>
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<tr>
<td>A. <strong>Volar Center for Independent Living</strong></td>
<td>✔ Support</td>
<td>☐ Opposition</td>
</tr>
<tr>
<td>Luis Enrique Chew</td>
<td></td>
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</tr>
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<td>Contact Name</td>
<td></td>
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<tr>
<td>B. <strong>El Pasoans Fighting Hunger</strong></td>
<td>✔ Support</td>
<td>☐ Opposition</td>
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<tr>
<td>Susan E. Goodell</td>
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<td>Contact Name</td>
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<td>C. <strong>Alliance of El Paso</strong></td>
<td>✔ Support</td>
<td>☐ Opposition</td>
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<td>Ben Bass</td>
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<td>D. <strong>YMCA</strong></td>
<td>✔ Support</td>
<td>☐ Opposition</td>
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<td>Bill Coon</td>
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<td>E. <strong>Aliviane, Inc.</strong></td>
<td>✔ Support</td>
<td>☐ Opposition</td>
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<td>Mike Douglas</td>
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<tr>
<td>F. <strong>Project Amistad</strong></td>
<td>✔ Support</td>
<td>☐ Opposition</td>
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<tr>
<td>Andrea Ramirez</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contact Name</td>
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<td></td>
</tr>
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</table>
TAB 46 – COMMUNITY ORGANIZATION SUPPORT LETTERS
R.L. Bowling, IV Tropicana Building II, LLC President  
300 E. Main, Suite 740 El Paso, Texas 79901  

RE: Housing Tax Credit Projects 18010 Edgemere Palms, 18011 Desert Sky Palms, 18012  
Jaime O Perez Memorial Apartments, and 18707 Nevarez Palms.  

Dear Mr. Bowling:  

I am pleased to give my full support to Tropicana Building II, LLC in its efforts to acquire  
Housing Tax Credits through the Texas Department of Housing and Community Affairs for  
the Edgemere Palms development (located near NWC Edgemere and Zaragoza) El Paso, TX  
79938, Desert Sky Palms (located at Desert Sky Dr. E of Kenazo Ave.), Horizon, TX  
79928, Jaime O Perez Memorial Apartments (located on Nevarez Rd. E of Alameda Ave.)  
Socorro, TX 79927, and Nevarez Palms (located on 140 N Nevarez Rd.) Socorro, TX  
79927. All developments are located in El Paso County, Texas.  

These developments will not only increase the availability of quality affordable and  
accessible housing and better living conditions for the hard working families of El Paso, but  
also will assist in adding to the tax base and creating jobs.  

We look forward to a favorable reply by the Texas Department of Housing and Community  
Affairs for the approval of Edgemere Palms, Desert Sky Palms, Jaime O Perez Memorial  
Apartments, and Nevarez Palms developments.  

If I can be of any assistance, please contact me at lechew@volarcil.org or (915) 591-0800.  

Sincerely,  

Luis Enrique Chew  
Executive Director
March 17, 2003

Mr. Dan Monroe
Volar Center For Independent Living
8929 Viscount Boulevard, Suite 101
El Paso, Texas 79925-5823

Dear Mr. Monroe:

Our records show Volar Center For Independent Living, Taxpayer No. 1-74-2421976-8, was exempted from Texas franchise tax as a 501(c)(3) organization effective April 14, 1986. If we have reason to believe the organization no longer qualifies for exemption, we will notify the registered agent that the exempt status is under review.

The corporation is also exempted from Texas sales and use tax as a 501(c)(3) organization effective August 31, 1987. The corporation may issue the enclosed exemption certificate instead of paying tax when purchasing taxable items that relate to the purpose of the exempt organization and are not used for the personal benefit of a private member or individual. The enclosed certificate does not require a number to be valid. The exemption certificate is available online at <http://www.window.state.tx.us/taxinfo/taxforms/01-forms.html>. Click on 01-339 (Back) Texas Sales and Use Tax Exemption Certification.

The above exemptions apply to franchise tax and sales tax only and do not extend to exemption from the hotel occupancy tax, motor vehicle tax, or any other tax.

The Internal Revenue Service (IRS) provides the 501(c) (3) determination letter. You may want to request from the IRS an updated determination letter in the corporation's complete legal name. The phone number is toll free 1-877-829-5500.

The organization must notify the Texas Secretary of State if it changes its name, registered agent, or registered office address. The phone number is 512/463-5555. The Internet address is <http://www.sos.state.tx.us>.

If your organization makes any sales of taxable items or services, please contact Tax Assistance at 1-800-252-5555 to determine if a sales tax permit is needed. The local number is 512/463-4600.

If you have any questions, please do not hesitate to call me toll free at 1-800-531-5441, extension 3-4702. The direct number is 512/463-4702. The e-mail address is <tax.help@cpa.state.tx.us>.

Sincerely,

[Signature]
Jerry Garcia
Exempt Organizations Section

Enclosure
<table>
<thead>
<tr>
<th>Request Exemption Verification</th>
<th>Taxpayer No.</th>
<th>Name</th>
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<th>State</th>
<th>Sales</th>
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<th>Hotel</th>
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<tr>
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<td>EL PASO</td>
<td>EL PASO</td>
<td>TX</td>
<td>SALES</td>
<td>FRANCHISE</td>
<td>NOT EXEMPT</td>
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</table>

Last Updated 2018-02-26 05:09:22
VOLAR CENTER FOR INDEPENDENT LIVING
8929 VISCOUNT BLVD STE 101 C/O DAN MONROE
EL PASO, TX 79925-5823

According to the records of the Comptroller of Public Accounts, the following exemption(s) from Texas taxes apply to the above organization(s):

- Franchise tax, as of 04-14-1986
- Sales and use tax, as of 08-31-1987

(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: 17424219768

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.
Philosophy

The independent living movement advocates for full integration of people with disabilities into community life...

Independent living is based on the philosophy that people with disabilities have rights and responsibilities as first class citizens that control and direct their own lives...

As adults, or elderly, with disabilities, we should be able to control and direct our own lives. We should be able to exercise choices about where, with whom, and how we will live...

Obstacles to independent living are viewed as environmental and attitudinal, and CIL’s (centers for independent living) address these issues through consumer advocacy, systems advocacy, and community based services...

History & Funding

CIL’s are private non-profit corporations controlled by people with disabilities as staff, board members, and as consumers...

In 1981 the Texas Rehabilitation Commission initiated a CIL in El Paso with a $75,000 grant to El Paso Opportunity Center for The Handicapped (EPOCH), which incorporated into a 501(c)(3) non-profit in 1986 as Disabled Ability Resource Environment (DARE)...

Today Volar Center for Independent Living challenges persons with disabilities to soar higher as we enter the 21st century.

Volar CIL programs are funded by the Department of Assistive and Rehabilitative Services (DARS) Vocational Rehabilitation Services, Rehabilitation Services Administration (RSA), Department of Aging and Disability Services (DADS), DARS Office for Deaf and Hard of Hearing Services (DHHS), United Way of El Paso County, The City of El Paso Department of Community and Human Development (DCHD) Community Development Block Grant Fund. As a non-profit 501(c) (3) organization private donations are welcomed to continue empowering people with disabilities and helping to facilitate the opportunities needed for all to live the life they choose.

Contributions are tax deductible.

This publication was developed, in part with funds from the Texas Rehabilitation Commission and Rehabilitation Services Administration.
Volar CIL is part of a network of nearly 600 centers for independent living throughout the U.S. Currently there are 26 centers in Texas. All centers provide four core services, plus diverse services based on individual community need and funding opportunities.

**Programs and Services**

- **Information and Referral**
  Assisting consumers in locating and accessing community resources.

- **Independent Living Skills Training**
  Sessions designed to provide Consumers with support and information to encourage and maintain community integration and an independent lifestyle.

- **Peer Counseling**
  Individuals serve as role models and provide information and support to those individuals who have a disability and are trying to establish an independent way of living. Peer Counselors periodically visit hospitals, rehabilitation facilities, and nursing homes.

- **Advocacy**
  Individual and systems advocacy addressing issues of lack of equal access to goods and services, as well as discrimination of persons with disabilities.

**Children’s Advocacy and Transition**

Assisting children and young people with disabilities, and their families, with education system issues, including ARD’s, to facilitate the transition from school to employment, or higher education, and community integration.

**Transportation Services**

In collaboration with LULAC Project Amistad assistance is provided with applying for County transportation. Also, training is available for individuals interested in learning to use the Sun Metro city fixed route bus systems as an alternative to para-transit systems.

**ADATech Consultation**

Volar CIL provides information on assistive technology, job accommodations, barrier removal, and tax credits for compliance with the Americans with Disabilities Act including disability sensitivity and etiquette training for the public and private sector.

**Support Services**

Information on Federal Housing programs, affordable housing, home ownership programs, accessibility, and discrimination in housing. Assistance and advocacy for Social Security benefits applicants. Also provides employment support towards successful job search, including referrals to DARS Rehabilitation and Blind Services Divisions.

**Personal Assistance Coordination Services**

Volar CIL gives information to people with disabilities to coordinate and manage their own personal assistance needs.

**Outreach Services**

Local agency in-services on disability issues, sensitivity training and participation in community agency fairs.

**Lending Closet**

Anyone who is in need of medical equipment and does not have the means to acquire it may qualify for access to available items. Items are on loan as they are needed and then returned for use by another consumer.

All medical equipment donations are welcomed, and are tax deductible.

**Specialized Telecommunications Assistance Program (STAP)**

Helps obtain assistive technology to anyone having difficulty using standard telephone system. Program provides communication devices to individuals whose deafness, hard of hearing, or disability impedes the use of regular phones.

**Home by Choice Program**

In a cooperative effort, the Texas Association of Centers for Independent Living (TACIL), the Texas Health & Human Services Commission and the Department of Aging and Disability Services (DADS). Volar CIL assist persons with disabilities of all ages, with all types of disabilities who want to move from nursing facilities to live in their own apartment or with their families. The program assist with paying for moving expenses, deposits, household items and other related expenses. DADS will provide the following services to qualified consumers: Nursing services, attendant care, case management, unlimited prescriptions, medical equipment and supplies, etc.
"Volar Center for Independent Living (CIL) is an organization guided by persons with disabilities. Advocating for human and civil rights is our top priority. The dedicated staff at Volar CIL has accumulated over 100 years of experience in promoting and developing community options and empowering people with diverse disabilities to live the lives they choose. As we look towards a future where society accommodates and fosters inclusion, Volar CIL will continue to support persons with disabilities to make their individual life choices, and pursue the American dream."

-Luis Enrique Chew, Executive Director

About Volar CIL

- Headed by a Board of Directors from diverse sectors of the El Paso community. At least 51% of our Board are persons with disabilities.
- More than half of the staff are persons living with disabilities.
Mission

An organization of and for people with disabilities, advocating human and civil rights, community options and empowering people to live the lives they choose.

Philosophy

Independent living is based on the idea that we, as people with disabilities, have rights and responsibilities as first class citizens to control and direct our own lives, including exercising the choice about where, with whom, and how we will live.

Our Commitment

We are committed to addressing disability issues by staying alert to the latest policy developments and laws that affect the lives of persons with disabilities.

Programs and Services

Advocacy - Individual and Systems, issues on discrimination and lack of equal access.
Information and Referral - Assist in locating and accessing resources.
Independent Living Skills Training - Provide support and information to encourage and maintain community integration and an independent lifestyle.
Peer Counseling - A person to person process offering help to individuals living with a disability.
Outreach Services - In- services and sensitivity training to organizations on disability issues.
ADA Technical Consultation - Information on technology, accommodations in the workplace, elimination of barriers, sensitivity, and Tax Credits.
Transportation Services - Provide assistance to persons with disabilities in obtaining transportation services.

Programs and Services

Personal Assistance - Information on how to coordinate services.
Children's Advocacy - Transition into the education system including ARD's.
Lending Closet - For people who lack resources to purchase items. All donation are welcome and tax deductible.
Support Services - Assistance and advocacy with Social Security, discrimination in housing, and information on State and Federal programs.
Home by Choice Program (HBC) - Assistance with transitioning out of the nursing facility and into the community with funds for moving expenses.
Specialized Telecommunications Assistance Program (STAP) - Provides communication equipment to people with disabilities that have difficulty using a regular phone.
Financial Literacy - AmeriCorps Vista - Provide methods on how to manage your money.
Computer Class - Free basic classes. Assistive technology available for all types of disabilities.
ARTICLES OF INCORPORATION
OF
DISABLED ABILITY RESOURCE ENVIRONMENT

We, the undersigned natural persons, at least two (2) of whom are citizens of the State of Texas, and who are of the age of eighteen (18) years or more, acting as incorporators of a corporation under the Texas Non-Profit Corporation Act, do hereby adopt the following Articles of Incorporation for such corporation:

I.
The name of the corporation is DISABLED ABILITY RESOURCE ENVIRONMENT.

II.
The corporation is a nonprofit corporation.

III.
The period of its duration is perpetual.

IV.
The purposes for which the corporation is organized are to assist disabled persons in achieving an independent life style and to receive and maintain a fund or funds of real or personal property, or both, and, subject to the restrictions and limitations hereinafter set forth, to use and apply the whole or any part of the income therefrom and the principal thereof exclusively for charitable, religious, scientific, literary, or educational purposes either directly or by contributions to organizations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code and its Regulations as they now exist or as they may hereafter be amended.

No part of the net earnings of the corporation shall inure to the benefit of any Director of the corporation, officer of the corporation, or any private individual (except that reasonable compensation may be paid for services rendered to or for the corporation affecting one or more of its purposes), and no Director or officer of the corporation, or any private individual, shall be entitled to share in the distribution of any of the corporate assets on dissolution of the corporation. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting, to, influence legislation, and the corporation shall not participate in, or intervene in (including the publication or distribution of statements) any political campaign on behalf of any candidate for public office.

The corporation shall distribute its income for each taxable year at such time and in such manner as not to become subject to tax on undistributed income imposed by Section 4942 of the Internal Revenue Code of 1954, or corresponding provisions of any subsequent federal tax laws.

The corporation shall not engage in any act of self-dealing as defined in Section 4941(d) of the Internal Revenue Code of 1954, or corresponding provisions of any subsequent federal tax laws.

The corporation shall not retain any excess business holdings as defined in Section 4943(c) of the Internal Revenue Code of 1954, or corresponding provisions of any subsequent federal tax laws.

The corporation shall not make any investments in such manner as to subject it to tax under Section 4944 of the Internal Revenue Code of 1954, or corresponding provisions of any subsequent federal tax laws.
The corporation shall not make any taxable expenditures as defined in Section 4945(d) of the Internal Revenue Code of 1954, or corresponding provisions of any subsequent federal tax laws.

Notwithstanding any other provision of these Articles of Incorporation, the corporation shall not conduct or carry on any activities not permitted to be conducted or carried on by an organization exempt from taxation under Section 501(c)(3) of the Internal Revenue Code and its Regulations as they now exist or as they may hereafter be amended, or by an organization, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code and Regulations as they now exist or as they may hereafter be amended.

Upon dissolution of the corporation or the winding up of its affairs, the assets of the corporation shall be distributed exclusively to charitable, religious, scientific, testing for public safety, literary, or educational organizations which would then qualify under the provisions of Section 501(c)(3) of the Internal Revenue Code and its Regulations as they now exist or as they may hereafter be amended.

V.

The street address of the initial registered office of the corporation is 8929 Viscount, Suite 101, El Paso, Texas 79925; and the name of its initial registered agent at such address is THOMAS D. CARTER, Ed.D.

VI.

The number of directors constituting the initial board of directors of the corporation is three (3), and the names and addresses of the persons who are to serve as the initial directors are:

<table>
<thead>
<tr>
<th>NAME</th>
<th>ADDRESS</th>
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<tbody>
<tr>
<td>Mrs. Ann Lemke</td>
<td>ElCC Handicapped Services 1000 N. Dixie Blvd 20500 - El Paso, TX 79998</td>
</tr>
<tr>
<td>William Mitchell</td>
<td>1136 Tommy Aaron - El Paso, Tx. 79936</td>
</tr>
<tr>
<td>Wesley Young</td>
<td>5919 Brookhollow - El Paso, Tx. 79925</td>
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VII.

The name and street address of each incorporator is:

<table>
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<tr>
<th>NAME</th>
<th>ADDRESS</th>
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<tbody>
<tr>
<td>DAVID A. SIMMENTAL</td>
<td>1790 Lee Trevino, Suite 205 El Paso, Texas 79936</td>
</tr>
<tr>
<td>PHILIP E. MULLIN</td>
<td>1790 Lee Trevino, Suite 205 El Paso, Texas 79936</td>
</tr>
<tr>
<td>CRAIG A. PATTON</td>
<td>1790 Lee Trevino, Suite 205 El Paso, Texas 79936</td>
</tr>
</tbody>
</table>
IN WITNESS WHEREOF, we have hereunto set our hands, this 9th day of April, 1986.

DAVID A. SIMMENTAL

PHILIP E. MULLIN

CRAIG A. PATTON

STATE OF TEXAS
COUNTY OF EL PASO

I, MARIA TERESA VALDEZ, a notary public, do hereby certify that on this 9th day of April, 1986, personally appeared before me DAVID A. SIMMENTAL, PHILIP E. MULLIN, and CRAIG A. PATTON, who, each being by me first duly sworn, severally declared that they are the persons who signed the foregoing document as incorporators, and that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year above written.

Notary Public, State of Texas

MARIA TERESA VALDEZ
Commission Expires: 11-5-88
ARTICLES OF AMENDMENT
TO THE ARTICLES OF INCORPORATION OF
DISABLED ABILITY RESOURCE ENVIRONMENT

Pursuant to the provisions of Article 1396-4.03 of the Texas Non-Profit Corporation Act, DISABLED ABILITY RESOURCE ENVIRONMENT, a Texas nonprofit Corporation which is subject to the provisions of the Texas Non-Profit Corporation Act, adopts the hereinafter stated Articles of Amendment to its Articles of Incorporation, which: Will provide certain limitations for the composition of the Board of Directors; indemnify and hold harmless the WEST TEXAS ASSOCIATION FOR THE HANDICAPPED; and provide that the Corporation shall not have any members.

ARTICLE I
NAME
The name of the Corporation is DISABLED ABILITY RESOURCE ENVIRONMENT.

ARTICLE II
SPECIFICATION OF AMENDMENT
The following amendment to the Articles of Incorporation was adopted by the Corporation on May 13th, 1986.

The Articles of Incorporation are hereby amended by adding thereto new Articles VIII, IX, X and XI, reading as follows:

VIII.
The Corporation shall not have any general members, but shall be governed by a Board of Directors.

IX.
The Board of Directors of the Corporation shall be composed of at least five (5) individuals serving as Directors, the majority of the Board of Directors shall be disabled consumers or a parent of a disabled consumer; the Officers of the Corporation; and the President of the West Texas Association for the Handicapped, who shall be a permanent non-voting member of the Board.

X.
The Corporation shall indemnify and hold harmless the West Texas Association for the Handicapped and its Board of Directors, from any and all decisions, activities and programs conducted for or in behalf of the El Paso Opportunity Center for the Handicapped from its inception and continuing forward to the present time and from all future activities. Further, the Corporation shall exert its best efforts to obtain liability insurance for prior occurrence on a claims made basis.

XI.
The Corporation shall indemnify and hold harmless the Board of Directors of the Corporation from any and all claims, demands, expenses, judgments, and litigation, including attorney's fees, incurred by a Board Member or as a result of acting for or on the behalf of the Corporation in his or her respective official capacity, to the extent permitted by Art. 1396-2.22A TEX. R.C.S.

ARTICLE III
NOW ADOPTED
The amendment was adopted at a Meeting of the Board of Directors held on May 7th, 1986, and received the vote of a majority of the Directors in office, there being no members having voting rights in respect thereof.

DATED May 13th, 1986.

DISABLED ABILITY RESOURCE ENVIRONMENT

BY: 
Chairman of the Board

ATTESTED:

Secretary
The State of Texas
Secretary of State

CERTIFICATE OF AMENDMENT
FOR
VOLAR CENTER FOR INDEPENDENT LIVING
FORMERLY
DISABLED ABILITY RESOURCE ENVIRONMENT
CHARTER NUMBER 00793254

THE UNDERSIGNED, AS SECRETARY OF STATE OF THE STATE OF TEXAS,
HEREBY CERTIFIES THAT THE ATTACHED ARTICLES OF AMENDMENT FOR THE ABOVE
NAMED ENTITY HAVE BEEN RECEIVED IN THIS OFFICE AND ARE FOUND TO
CONFORM TO LAW.

ACCORDINGLY THE UNDERSIGNED, AS SECRETARY OF STATE, AND BY VIRTUE
OF THE AUTHORITY VESTED IN THE SECRETARY BY LAW, HEREBY ISSUES THIS
CERTIFICATE OF AMENDMENT.

DATED DEC. 2, 1996
EFFECTIVE DEC. 2, 1996

[Signature]
Antonio O. Garza, Jr., Secretary of State
AMENDMENT "B"

Pursuant to DARE's Board of Directors Meeting held on June 17, 1996, the BYLAWS OF DISABLED ABILITY RESOURCE ENVIRONMENT, ARTICLE ONE - ORGANIZATION, Roman Numeral I, has been amended by the Board of Directors as follows:

I. The name of the organization formerly known as Disabled Ability Resource Environment is hereby changed to Volar Center for Independent Living.

This amendment is hereby adopted and incorporated in the Corporate Portfolio of Volar Center for Independent Living formerly known as DISABLED ABILITY RESOURCE ENVIRONMENT (DARE) by consent in writing by all members entitled to vote with respect thereto. Signed on this the 1st day of July, 1996.

AGREED TO AND APPROVED BY:

Carri George
DARE Executive Director

Director

Cheryl L. Hurst
Director

Director

Karen Kimberlin
Director

Director

Barbara Franco
Director

Director

Yvonne O'Murillo
Director

Director

Maria Ochoa
Director

Director

Margaret Lightburn-Harbour
Director

President of Board
January 31, 2018

R.L. Bowling, IV Tropicana Building II, LLC President
300 E. Main, Suite 740 El Paso, Texas 79901


Dear Mr. Bowling:

I am pleased to give my full support to Tropicana Building II, LLC in its efforts to acquire Housing Tax Credits through the Texas Department of Housing and Community Affairs for the Edgemere Palms development (located near NWC Edgemere and Zaragoza) El Paso, TX 79938, Desert Sky Palms (located at Desert Sky Dr. E of Kenazo Ave.), Horizon, TX 79928, Jaime O Perez Memorial Apartments (located on Nevarez Rd. E of Alameda Ave.) Socorro, TX 79927, and Nevarez Palms (located on 140 N Nevarez Rd.) Socorro, TX 79927. All developments are located in El Paso County, Texas.

These developments will not only increase the availability of quality affordable housing and better living conditions for the hard working families of El Paso, but also will assist in adding to the tax base and creating jobs.

We look forward to a favorable reply by the Texas Department of Housing and Community Affairs for the approval of Edgemere Palms, Desert Sky Palms, Jaime O Perez Memorial Apartments, and Nevarez Palms developments.

Sincerely,

[Signature]

Susan E. Goodell
Chief Executive Officer
Dear Taxpayer:

This is in response to your request dated Aug. 14, 2017, regarding your tax-exempt status.

We issued you a determination letter in October 2011, 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).
EL PASOANS FIGHTING HUNGER
% VICTOR NEVARES
9541 PLAZA CIR
EL PASO TX 79927

Sincerely yours,

[Signature]

Kim A. Billups, Operations Manager
Accounts Management Operations 1
**EXEMPT ORGANIZATIONS SEARCH RESULTS FOR 32044640988**

Last Updated 2018-02-26 05:09:22

<table>
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<th>Request Exemption Verification</th>
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<th>County</th>
<th>State</th>
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<th>Hotel</th>
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<td>TX</td>
<td>SALES</td>
<td>FRANCHISE</td>
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</table>
February 27, 2018

EL PASOANS FIGHTING HUNGER
221 N KANSAS ST STE 1700
EL PASO, TX 79901-1401

According to the records of the Comptroller of Public Accounts, the following exemption(s) from Texas taxes apply to the above organization(s):

Franchise tax, as of 07-13-2011
Sales and use tax, as of 11-08-2011
   (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: 32044640988

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.
Help feed thousands in our area

VOLUNTEER NOW • GROUPS WELcomed

When you donate time, you become a partner in feeding our community. Volunteering opportunities include:

**Sorting Food:** Assess and sort boxes of food and household products that have been donated. Prep, re-pack, re-label all to prepare for our partner agencies to distribute the food.

**Pulling Orders:** Fill orders placed by our partner agencies so that they can serve the people in need. Some heavy lifting may be required.

**Office Duties:** Assist with general administrative tasks including filing, data entry, mailings and other light office duties. Computer experience in Microsoft Office Suite is helpful.

**Special Events:** Helping staff our special events.

THE FOLLOWING POLICIES ARE IN THE PLACE TO ENSURE VOLUNTEER SAFETY:

- Volunteers under the age of 18 require a parent/guardian signature on the volunteer application.
- Youth group ratio (13 years and younger) is 1 adult to 8 youth.
- Volunteers must wear pants, jeans or capris. No tank tops, tube-tops, spaghetti straps etc.
- Volunteers wear comfortable walking shoes (no sandals, flip flops, open-toed shoes)

facebook/ElPasoansFightingHunger  Instagram@epfightinghunger

CONTACT OUR VOLUNTEER COORDINATOR TO HELP MAKE A DIFFERENCE

915.298.0353
Monday - Saturday, 9 am - 4 pm
volunteer@EPFightingHunger.org

El Pasoans Fighting Hunger Food Bank
9541 Plaza Circle • El Paso, TX 79927
DONATE / VOLUNTEER / ADVOCATE

EL PASOANS FIGHTING HUNGER
FOOD BANK
FEEDING AMERICA

7,000 VOLUNTEERS
Annually
But we need you!

120+
PARTNER AGENCIES
Distribute food locally
Are you in?

67,000 SQUARE FOOT WAREHOUSE
To store, process & package food

148 MOBILE PANTRIES
Per year bring food to underserved areas
But we need more!

WE SERVE 3 AREAS:
El Paso, Culberson & Hudspeth Counties

Hunger does not discriminate. We currently serve 90,000 food insecure people with 65,000 of those households including children. We serve children, single parent households, veterans, senior citizens, and working class families. For many of those we serve, they are often faced with tough choices to put food on their table.

The Food Bank is the food distribution center for over 120 partner agencies across the borderland region and is a collaborative hub for hunger initiatives that assists in SNAP applications and nutrition education. Partner agencies are other 501c3 organizations such as food pantries, school pantries, soup kitchens, churches and shelters that order food from El Pasoans Fighting Hunger and distribute to those in need in their areas.

MILLIONS of pounds of food distributed annually
11 million pounds distributed in 2016
But our goal is more!

facebook/ElPasoansFightingHunger  Instagram@spfightinghunger

UP TO 11 MEALS FOR EVERY $1
CERTIFICATE OF FORMATION
NONPROFIT CORPORATION

Article 1 – Entity and Type
The filing entity being formed is a nonprofit corporation. The name of the entity is:
EL PASOANS FIGHTING HUNGER

Article 2 – Registered Agent and Registered Office
The initial registered agent is an individual resident of the state whose name is set forth below:

Carl E. Ryan

The business address of the registered agent and the registered office address is:
320 Texas Ave., Suite 300
El Paso, Texas 79901

Article 3 – Management
The management of the affairs of the corporation is vested in the board of directors. The number of directors constituting the initial board of directors and the names and addresses of the persons who are to serve as directors until their successors are elected and qualified are as follows:

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tanny Berg</td>
<td>P.O. Box 96</td>
</tr>
<tr>
<td></td>
<td>El Paso, Texas 79941</td>
</tr>
<tr>
<td>Jim Volk</td>
<td>690 Sunland Park Drive</td>
</tr>
<tr>
<td></td>
<td>El Paso, Texas 79999-5050</td>
</tr>
<tr>
<td>Emma Acosta</td>
<td>City Council</td>
</tr>
<tr>
<td></td>
<td>2 Civic Center Plaza, Tenth Floor</td>
</tr>
<tr>
<td></td>
<td>El Paso, Texas 79901</td>
</tr>
<tr>
<td>Mike Dipp</td>
<td>Plaza Properties</td>
</tr>
<tr>
<td></td>
<td>100 N. Ochoa</td>
</tr>
<tr>
<td></td>
<td>El Paso, Texas 79901</td>
</tr>
</tbody>
</table>
Rev. John E. Schwarting
Trinity First United Methodist Church
801 N. Mesa
El Paso, Texas 79902

Edward Davis
Cappetto's Italian Restaurant
2716 Montana
El Paso, Texas 79903

Laurie Paternoster
Lynx Exhibits
300 W. San Antonio
El Paso, Texas 79901

**Article 4 – Members**

The nonprofit corporation shall have no members.

**Article 5 – Purpose**

The purpose of the corporation is to operate exclusively for charitable, educational, literary and scientific purposes, within the meaning of section 501(c)(3) of the Internal Revenue Code of 1986 (the “Code”), and to transact such other business as may be permitted corporations exempt from tax under section 501(c)(3) of the Code and incorporated under the Texas Business Organizations Code (the “BOC”) and not expressly prohibited under chapters 2 or 22 of the BOC, including any purpose described by section 2.002 of the BOC. Within such purposes, the corporation will:

1. Operate exclusively to alleviate hunger in the El Paso, Texas geographical area by securing donations of surplus foods and grocery products for distribution through a network of charitable organizations dedicated to feeding the hungry, including but not limited to, daycare centers, youth programs, senior centers, soup kitchens, homeless shelters, residential shelters, rehabilitation centers and food pantries.

2. At all times and within such purposes, to operate exclusively for charitable, educational and scientific purposes, within the meaning of section 501(c)(3) of the Code, including, but not limited to, lessening the burdens of government and providing relief for persons who are poor and distressed, promoting social welfare and strengthening the community in El Paso, Texas.

The corporation shall also be empowered to perform and transact such other business as may be permitted corporations exempt from tax under section 501(c)(3) of the Code and incorporated under the BOC.

**Article 6 – Manner of Distribution**

The corporation is authorized on its winding up to distribute the nonprofit corporation’s...
assets in a manner other than as provided by section 22.304 of the BOC. Upon the winding up of the corporation, the Board of Directors shall, after paying or making provision for the payment of all liabilities of the corporation, dispose of all of the assets of the corporation exclusively for the purposes of the corporation, in such manner, or to such organization or organizations organized and operated exclusively for charitable, educational, literary or scientific purposes as shall at the time qualify as an exempt organization or organizations under section 501(c)(3) of the Code (or the corresponding provision of any future United States Internal Revenue law), as the Board of Directors shall determine. Any of such assets not so disposed of shall be disposed of by the district court of the county in which the registered office of the corporation is then located, exclusively for such purposes or to such organization or organizations as said court shall determine which are organized and operated exclusively for such purposes. In no event shall any portion of such assets revert to or vest in any donor, incorporator, director, officer, agent or custodian of said corporation or any private person or individual whomsoever.

Supplemental Provisions/Information

No part of the net earnings of the corporation shall inure to the benefit of or be distributable to its directors, officers or any other private person or individual whomsoever, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article 5 hereof. Except as otherwise permitted by section 501(h) of the Code (or the corresponding provision of any future United States Internal Revenue law), no substantial part of the activities of the corporation shall be the carrying on of propaganda or otherwise attempting to influence legislation and the corporation shall not participate in or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of this Certificate, the corporation shall not carry on any other activities not permitted to be carried on:

1. By a corporation exempt from federal income tax under section 501(c)(3) of the Code (or the corresponding provision of any future United States Internal Revenue law); or

2. By a corporation, contributions to which are deductible under section 170(c)(2) of the Code (or the corresponding provision of any future United States Internal Revenue law).

In the event that the corporation shall ever be deemed to be a private foundation as described in section 509 of the Code (or the corresponding provision of any future United States Internal Revenue law) then while such status as a private foundation exists, this Certificate of Formation shall be deemed to contain the provisions set out in Section 2.107 of the BOC (substituting the term “company” in place of “corporation”), and the Company shall be subject to the duties and obligations therein set out.

In accordance with the authority granted by Chapter 7 of the BOC, no Director of the corporation shall be liable to the corporation or its members for monetary damages for an act or omission in the Director’s capacity as a Director except for:
1. A breach of a Director’s duty of loyalty to the corporation or its members;

2. An act or omission not in good faith that constitutes a breach of duty of the Director to the corporation or an act or omission that involves intentional misconduct or a knowing violation of the law;

3. A transaction from which a Director received an improper benefit, whether or not the benefit resulted from an action taken within the scope of the Director’s duties; or

4. An act or omission for which the liability of a Director is expressly provided by an applicable statute.

Organizer

The name and address of the organizer:

Carl E. Ryan
Ryan & Sanders, LLP
320 Texas Ave., Suite 300
El Paso, Texas 79901

Effectiveness of Filing

This document becomes effective when the document is filed by the secretary of state.

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument.

Date: July 13, 2011

Carl E. Ryan
January 30, 2018  

R.L. Bowling, IV  
Tropicana Building II, LLC President  
300 E. Main, Suite 740  
El Paso, Texas 79901  


Dear Mr. Bowling:  

I am pleased to give my full support to Tropicana Building II, LLC in its efforts to acquire Housing Tax Credits through the Texas Department of Housing and Community Affairs for the Edgemere Palms development (located near NWC Edgemere and Zaragoza) El Paso, TX 79938, Desert Sky Palms (located at Desert Sky Dr. E of Kenazo Ave.), Horizon, TX 79928, Jaime O Perez Memorial Apartments (located on Nevarez Rd. E of Alameda Ave.) Socorro, TX 79927, and Nevarez Palms (located on 140 N Nevarez Rd.) Socorro, TX 79927. All developments are located in El Paso County, Texas.  

These developments will not only increase the availability of quality affordable housing and better living conditions for the hard-working families of El Paso, but also will assist in adding to the tax base and creating jobs.  

We look forward to a favorable reply by the Texas Department of Housing and Community Affairs for the approval of Edgemere Palms, Desert Sky Palms, Jaime O Perez Memorial Apartments, and Nevarez Palms developments.  

Sincerely,  

Ben Bass  
Executive Director  
El Paso Alliance, Inc.  
3501 Hueco Avenue  
El Paso, Texas 79903
Dear Sir or Madam:

This is in response to your request of August 23, 2005, regarding your organization's tax-exempt status.

In April 2001 we issued a determination letter that recognized your organization as exempt from federal income tax. Our records indicate that your organization is currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records indicate that your organization is also classified as a public charity under sections 509(a)(1) and 170(b)(1)(A)(vi) of the Internal Revenue Code.

Our records indicate that contributions to your organization are deductible under section 170 of the Code, and that you are qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Internal Revenue Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,

Janna K. Skufca, Director, TE/GE
Customer Account Services
<table>
<thead>
<tr>
<th>Request Exemption Verification</th>
<th>Taxpayer No.</th>
<th>Name</th>
<th>City</th>
<th>County</th>
<th>State</th>
<th>Sales</th>
<th>Franchise</th>
<th>Hotel</th>
</tr>
</thead>
<tbody>
<tr>
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<td>32002346339</td>
<td>EL PASO ALLIANCE, INC.</td>
<td>EL PASO</td>
<td>EL PASO</td>
<td>TX</td>
<td>SALES</td>
<td>FRANCHISE</td>
<td>NOT EXEMPT</td>
</tr>
</tbody>
</table>
February 26, 2018

EL PASO ALLIANCE, INC.
PO BOX 9669
EL PASO, TX 79995-9669

According to the records of the Comptroller of Public Accounts, the following exemption(s) from Texas taxes apply to the above organization(s):

- Franchise tax, as of 04-11-2000
- Sales and use tax, as of 04-11-2000

(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: 32002346339

This exemption verification is not a substitute for the completed exemption certificates that are required when claiming exemption from Texas taxes. Vendors should be familiar with the requirements for accepting the certificates in good faith from their customers.

This exemption verification does not mean that the organization holds a permit for collecting or remitting any Texas taxes.

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For information concerning sales taxpayer permit status, please use the vendor search we provide online.

Corporations that are registered in Texas with the Secretary of State must maintain a current registered agent and registered office address. Information is available from Business and Nonprofit Forms page of the Secretary of State's Website. Additionally, out-of-state corporations, limited liability companies, or limited partnerships transacting business in Texas may need to file a Certificate of Authority or Registration with the Texas Secretary of State. More information is available from the Foreign or Out-of-State Entities page on the Secretary of State's Website.

Our publications and other helpful information are available on our website. If you need more information, write to us at exempt.orgs@cpa.texas.gov, or call us at (800) 252-5555.
National Honors, Award Winning, El Paso's Most Successful Recovery from Alcohol or Drug Problems

Honored in 2011 as a White House Champion of Change, winning awards from the federal Center for Substance Abuse Treatment for vision and community action, Casa Vida is recognized as one of the most successful recovery programs available anywhere.

Casa Vida is now available to El Pasoans as the most affordable recovery program in Texas.

Summer 2013 Edition

Casa Vida de Salud

3501 Hueco Avenue
El Paso, Texas 79903
(915) 775-0505
www.RecoveryAlliance.net
Recovery@RecoveryAlliance.net

The most successful recovery center in El Paso since 2005

Growing Recovery Day by Day

(915) 775-0505
Why Casa Vida?

Casa Vida de Salud is a residential recovery center for recovery from alcohol and drug problems. The El Paso Alliance has been providing peer services for people seeking recovery since 1998 and has been providing residential service at Casa Vida since 2005. Over the past seven years the Alliance has served over 2,000 people at Casa Vida, including many of the most difficult to serve, with outstanding success.

University of Texas at Austin - Addiction Research Institute evaluators report that over 70% of people served at Casa Vida remained abstinent after six months of service, and were only half as likely to need psychiatric treatment.

Casa Vida is an urban experience of the culture of recovery. All staff members have recovered from alcoholism or drug addiction and are chosen for their ability to transmit what they have found. This is 12 step recovery practiced by people who have been successful themselves.

The Casa Vida Difference

Since 2005, Casa Vida has filled the rooms of recovery in El Paso and West Texas like no recovery center before. The recovery community is represented in staff and volunteers from every facet, recovered from alcoholism, drug addiction and co-occurring mental health conditions and are members of the recovery community including 12 step fellowships, medication assisted and faith based recovery ministries. Casa Vida frankly stresses the spiritual nature of successful recovery.

From the Source

Casa Vida is the first and foremost federally supported peer-to-peer recovery service provider in Texas, since 1998. It is the only federally supported peer developed and peer run recovery center in Texas and one of very few such supported peer service projects in the nation. The Recovery Coach Academy provided by Casa Vida is recognized training by the Texas Department of State Health Services. Casa Vida trainers have trained hundreds of workers from across Texas and across the western US. Whole health solutions such as acupuncture are available weekly.

Casa Vida is the only place in El Paso to receive support from these nationally honored and award winning personnel. In August 2011, Casa Vida’s director was honored at the White House as a Presidential Champion of Change for this work. The Office of National Drug Control Policy included the work done by Casa Vida peers as an important program and is part of the 2012 National Drug Control Strategy. Casa Vida staff have received awards from the federal Center For Substance Abuse Treatment for vision and community involvement. Casa Vida is a hub for a recovery oriented system of care that produced outstanding results from 2008-2012, including great strides in cooperation across addiction and mental health strategies.

This impressively effective, nationally known program is now available to persons in El Paso and West Texas as a community resource. It is the most affordable alcohol and drug recovery

---

Thirty Days Residential Six Months Recovery Coaching — $2,400.00
Casa Vida de Salud
Call for Availability
(915) 775-0505
AMENDED ARTICLES OF INCORPORATION

OF

EL PASO ALLIANCE, INC.

“The Voice of Recovery”

We, the undersigned persons of the age of twenty-one years or more, all are citizens of the State of Texas, acting as incorporators of a corporation under the Texas Non-Profit Corporation Act, adopt the following articles of Incorporation for such corporation:

ARTICLE I

The name of the corporation is El Paso Alliance, Inc. DBA Recovery Alliance

ARTICLE II

The corporation is a non-profit corporation.

ARTICLE III

The period of its duration is perpetual.

ARTICLE IV

The purpose of this corporation is to solicit suggestions, recommendations and input from the recovery community in El Paso, Texas and elsewhere affecting the delivery systems and services affecting the recovery of persons from alcoholism or drug addiction and the social support systems to maintain continued recovery.

ARTICLE V

The address of the registered office of the corporation is 6000 Welch No. 21, El Paso, Texas 79905 and the name of the registered agent at such address is Suzanne Lindau.

ARTICLE VI

The corporation is organized exclusively for charitable, educational, religious, or scientific purposes within the meaning of section 501(c)(3) of the Internal Revenue Code.
AMENDED ARTICLES OF INCORPORATION
OF EL PASO ALLIANCE, INC.

ARTICLE VII

Upon the dissolution of the corporation, the Board of Trustees shall, after paying or making provisions for the payment of all the liabilities of the corporation, dispose of all the assets of the corporation exclusively for the purposes of the corporation. In such manner, or to such organization or organizations organized and operated exclusively for charitable, educational, religious, or scientific purposes as shall at the time qualify as an exempt organization or organizations under section 501(c)(3) of the Internal Revenue Code of 1986 (or corresponding provision of any future United States Internal Revenue Law), as the Board of Trustees shall determine. Any such assets not so disposed of shall be disposed of by the court of Common Pleas of the county in which the principal officer of the corporation is then located, exclusively for such purposes or to such organization organizations, a said court shall determine, which are organized and operated exclusively for such purposes.

ARTICLE VIII

The number of directors constituting the current Board of Directors of the corporation is ___6 and the names and addresses of the persons who serve as the directors are:

BOARD OF DIRECTORS

Jeffery Keckley
President
1221 Cerrito Allegre
El Paso, Texas 79912
915-581-4123

Jeffery Ward
4225 Hampshire Lane
El Paso, Texas 79902
915-539-5850

Hal Foraker
PO Box 12847
El Paso, Texas 79913
915-760-5826

Blake Barrow
1949 W. Paisano
El Paso, Texas 79902
915-577-9119

George Walker, PhD
Treasurer
828 Cresta Alta
El Paso, Texas 79912
(915) 585-1920

Carlos Ortega, PhD
243 El Puente
El Paso, Texas 79912
(915) 587-7989
AMENDED ARTICLES OF INCORPORATION
OF EL PASO ALLIANCE, INC.

ARTICLE IX

The name and address of the Executive Director is: Ben Gray Bass, 6000 Welch No. 21, El Paso, Texas 79905. The name and address of the Chief Financial Officer is Suzanne Elizabeth Lindau, 6000 Welch No. 21, El Paso, Texas 79905.

DATED: November 20, 2006

Jeff Keckley, President

George Walker, Treasurer

Ben G. Bass, Executive Director

Suzanne E. Lindau, Chief Financial Officer
February 15, 2018

R. L. Bowling, IV
Tropicana Building II, LC
President
300 E. Main, Suite 740
El Paso, TX 79901


Dear Mr. Bowling:

I am pleased to give my full support to Tropicana Building II, LLC in its efforts to acquire Housing Tax Credits through the Texas Department of Housing and Community Affairs for the Edgemere Palms development (located near NWC Edgemere and Zaragoza) El Paso TX 79938, Desert Sky Palms (Located at Desert Sky Dr. E of Kenazo Ave.) Horizon, TX 79928, Jaime O Perez Memorial Apartments (located on Nevarez Rd. E of Alameda Ave.) Socorro TX 79927, and Nevarez Palms (Located on 140 N Nevarez Rd.) Socorro, TX 79927. All developments are located in El Paso County, Texas.

These developments will not only increase the availability of quality affordable housing and better living conditions for the hard work families of El Paso, but also will assist in adding to the tax base and creating jobs.

We look forward to a favorable reply by the Texas Department of Housing and Community Affairs for the approval of Edgemere Palms, Desert Sky Palms, Jaime O Perez Memorial Apartments and Nevarez Palms developments.

Shaping the Generations,

Bill Coon
President/CEO
Dear YOUNG MENS CHRISTIAN ASSOCIATION:

This is in response to your Jan. 29, 2014, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(03) of the Internal Revenue Code in a determination letter issued in DECEMBER, 1942.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section 509(a)(2).

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 if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.
YOUNG MENS CHRISTIAN ASSOCIATION OF
EL PASO
810 WYOMING AVENUE
EL PASO TX 79902-5339

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

Kim D. Bailey
Operations Manager, AM Operations 3
<table>
<thead>
<tr>
<th>Request Exemption Verification</th>
<th>Taxpayer No.</th>
<th>Name</th>
<th>City</th>
<th>County</th>
<th>State</th>
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<tr>
<td>Request Verification</td>
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<td>THE YMCA FOUNDATION OF METROPOLITAN EL PASO, TEXAS</td>
<td>EL PASO</td>
<td>EL PASO</td>
<td>TX</td>
<td>SALES</td>
<td>FRANCHISE</td>
<td>NOT EXEMPT</td>
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</tbody>
</table>
February 26, 2018

THE YMCA FOUNDATION OF METROPOLITAN EL PASO, TEXAS
810 WYOMING AVE
EL PASO, TX 79902-5339

According to the records of the Comptroller of Public Accounts, the following exemption(s) from Texas taxes apply to the above organization(s):

- Franchise tax, as of 11-25-1985
- Sales and use tax, as of 07-21-1986
  (provide Texas sales and use tax exemption certificate Form 01-339 (Back) to vendor)
  The entity is not exempt from hotel occupancy tax.

Texas taxpayer identification number: 30009595940

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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.
Simply put, "The YMCA of El Paso strengthens the foundation of community one person/one family at a time. We could not do this without committed volunteers, donors and our wonderful partners."
As 2013 wraps up, I reflect on the lives that we have touched. Realizing that without our generous volunteers and donors, we could never make the impact we have this year.... the smiles, sweat, cheers, and effort has shown us that we are still mission focused and as we have impacted over 20,000 lives in El Paso and El Paso County.

The YMCA of El Paso has gone through some transition this year but we have not skipped a beat. Our future is bright and I know 2014 will be a banner year for the YMCA of El Paso. A great staff, a committed Board of Directors and wonderful volunteers will guarantee that the YMCA of El Paso will "strengthen the foundation of community."

Excitement is building and I can not wait to see all of the lives we will impact in our community in 2014. I heard a saying the other day, “they are all our children.” More than ever, our community needs the YMCA.

Thanks to each volunteer, Board of Directors, donors, etc. for sharing your time, treasure and talents with the YMCA of El Paso.

Shaping the Generations,
Bill Coon
President/CEO

In 2013, friends of the YMCA donated $184,000 to help make El Paso and the surrounding area to become healthy and active community.

FOR YOUTH DEVELOPMENT

- YMCA of El Paso taught more children a life time activity, swimming, than anyone in El Paso. We taught over 3,600 swim lessons.
- YMCA of El Paso saved lives through our water safety program. Over 6,000 children learned to be safe around water.
- We meet the needs of our service area from Fabens to Las Cruces through programs that build healthy lifestyles.
- Over 500 children learned values, grew personally and improved their interpersonal relationships through day camp.
- YMCA of El Paso train teenagers for their first jobs in aquatics.
- YMCA of El Paso provides homework help, healthy snacks and fun activities for children in our after-school program.

FOR HEALTHY LIVING

- YMCA of El Paso provided a safe and active facilities for families and the community through pool management of 8 pools in El Paso and the surrounding area.
- YMCA of El Paso provides safe and active facilities to support survivors of cancer, providing over 60 people with memberships and their families through the LiveStrong Program.
- YMCA of El Paso provide programs and facilities to our low income community. $370,000 of scholarships were given out in 2013.

FOR SOCIAL RESPONSIBILITY

- YMCA of El Paso helps to make a child’s visit with their parents stress free and build relationships with both parents in our Supervised Visitation/Safe Exchange program.
- YMCA of El Paso creates a stress free environment during tax season and completed over 1,200 taxes for our community. Bringing in over $2,000,000 back into the community.
- YMCA of El Paso has provided a comfortable place to gather and program space for families with over $1,000,000 in facility upgrades.
Aliviane, Inc.

Feb 01, 2018

R.L. Bowling, IV  
Tropicana Building II, LLC  
President  
300 E. Main, Suite 740  
El Paso, Texas 79901 


Dear Mr. Bowling:

I am pleased to give my full support to Tropicana Building II, LLC in its efforts to acquire Housing Tax Credits through the Texas Department of Housing and Community Affairs for the Edgemere Palms development (located near NWC Edgemere and Zaragoza) El Paso, TX 79938, Desert Sky Palms (located at Desert Sky Dr, E of Kenazo Ave.), Horizon, TX 79928, Jaime O Perez Memorial Apartments (located on Nevarez Rd. E of Alameda Ave.) Socorro, TX 79927, and Nevarez Palms (located on 140 N Nevarez Rd.) Socorro, TX 79927. All developments are located in El Paso County, Texas.

These developments will not only increase the availability of quality affordable housing and better living conditions for the hard working families of El Paso, but also will assist in adding to the tax base and creating jobs.

We look forward to a favorable reply by the Texas Department of Housing and Community Affairs for the approval of Edgemere Palms, Desert Sky Palms, Jaime O Perez Memorial Apartments, and Nevarez Palms developments.

Sincerely,

[Signature]

Mike Douglas RBI Specialist Aliviane Inc
EXEMPT ORGANIZATIONS SEARCH RESULTS FOR 17416814857

Last Updated 2018-02-26 05:09:22

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<th>County</th>
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<td>EL PASO</td>
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<td>TX</td>
<td>SALES</td>
<td>FRANCHISE</td>
<td>NOT EXEMPT</td>
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</tbody>
</table>
February 26, 2018

ALIVIANE, INC.
PO BOX 1769
EL PASO, TX 79949-1769

According to the records of the Comptroller of Public Accounts, the following exemption(s) from Texas taxes apply to the above organization(s):
- Franchise tax, as of 12-07-1970
- Sales and use tax, as of 01-16-1973
  (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: 17416814857

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.
Residential Services
(915) 782-4014
- Residential substance abuse treatment
  Designed specifically for women and women with children.
- Residential substance abuse treatment
  designed specifically for men.

Outpatient
(915) 782-4000 Ext. 1200
Substance abuse treatment services for adult individuals living with addiction.

Youth and Family Services
(915) 782-4000 Ext. 1500
Substance abuse treatment services for youth living with addiction and outpatient behavioral health services. Specialty focus on families and children experiencing trauma.

HIV Outreach
(915) 782-4000 Ext. 1315
HIV testing for individuals at high risk for HIV.

HIV Early Intervention
(915) 782-4000 Ext. 1315
Case management for individuals living with HIV/AIDS and substance use disorder.

PPI Program
(915) 782-4000 Ext. 1321
Parenting classes for Pregnant & Post-Partum women at risk for using drugs.

PADRE Program
(915) 782-4000 Ext. 1321
Parenting classes for dads involved in the CPS system.

PATH (915) 351-6677
Case management for individuals who are homeless living with mental illness and/or addiction.

Prides (915) 782-4000 Ext. 1324
Education classes for youth on the dangers of drug use and skills to make healthier choices.

Strengthening Families
(915) 782-4000 Ext. 1321
Parenting classes for families with children ages 12 - 16 years old.

IMASTAR
(915) 782-4000 Ext. 1324
Education classes for youth attending schools in the San Elizario Independent School District.

Rural Border Intervention
(915) 313-4442
Empowerment education for youth and parents to build self confidence and keep children safe. - Specific to Rural El Paso.

El Paso Advocates for Prevention Coalition
(915) 313-4442
Community coalition to raise awareness of underage drinking.
Quienes somos?

Aliviane Inc. En el Programa de Intervencion en areas Rurales-[RBI] ofrecemos servicios de prevencion e intervencion a familias, jovenes y adultos que viven en las areas rurales de Texas hasta 62 millas al norte de la frontera con Mexico, en El Paso Tx.

Manteniendo segura a mi familia

Formar una conciencia social sobre la violencia fronteriza mejorando los comportamientos y resultados de la juventud, y de salud comunitaria al ofrecer metas positivas de Resistencia a la violencia fronteriza.

Nuestrs servicios

Talleres de educacion y prevencion de uso y abuso de drogas para adultos
Secciones motivacionales para ayudar
A reducir el estres en casa y en la comunidad.
Lo conectamos con otros servicios comunitarios.

Ofrecemos seguimiento en los servicios, asegurandonos que los participantes y las familias tengan acceso a una vida positiva y saludable.

Intervencion y servicios para jovenes

Accion Positiva

Evidencia basada en un curriculo de educacion para jovenes para mejorar su nivel academicco y reconociendolos peligros del alcohol tabaco y otras drogas.

A quien sevimos?

A jovenes, adultos y a familias que estan en alto riesgo, de abuso de sustancias y otros factores de riesgo.

Desempleo
Problemas de vivienda
Educacion
Violencia familiar Violencia en la comunidad
Problemas de salud

www.aliviane.org
RBI Mission
To address the specific needs of the rural border communities by providing distinct but integrated prevention and intervention services and access to a continuum of behavioral

Who We Serve
El Paso County, Las Colonias communities (San Elizario, Sparks, Montana Vista, Horizon and surrounding areas)

Aliviane, Inc.
Aliviane, Inc. is a non-profit community based organization headquartered in El Paso, Texas. Aliviane began providing services in 1970, and has developed a broad range of prevention, intervention, and treatment programs in the areas of substance abuse, behavioral health, HIV services, homelessness, and education.

Contact Information
Monday - Friday
8 AM - 5 PM
9001 Cashew, Suite 700
El Paso, Texas 79907
Phone: (915) 313-4442
Fax: (915) 881-9955

Rural Border Intervention Program
(915) 313-4442

We are here to serve you
www.aliviane.org

Joshua Hernández
RBI Prevention Specialist
jherandez@aliviane.org
RBI Misión
Orientar las necesidades específicas de las comunidades rurales de la frontera de una manera distinta pero integral, proveyendo servicios de prevención e intervención con acceso continuo a servicios de salud mental y del

¿A quién Servimos?
El condado de El Paso y Las Colonias (San Elizario, Sparks, Montana Vista, Horizon y otras áreas)

Aliviane, Inc.
Aliviane, Inc. es una organización no lucrativa en El Paso, Texas. Aliviane provee servicios de prevención desde 1970 en las áreas de prevención, intervención, y programas de tratamiento en las áreas de uso de sustancias, salud mental, VIH, personas sin hogar y educación.

¡Contáctanos!
Lunes - Viernes
8 AM - 5 PM

9001 Cashew, Suite 700
El Paso, Texas
79907

Telefono: (915) 313-4442
Fax: (915) 881-9955

Rural Border Intervention Program
(915) 313-4442

Estamos aquí para ayudarle

Joshua Hernández
RBI Especialista en Prevención
ARTICLES OF INCORPORATION
OF
ALIVIANE, INC.

We, the undersigned natural persons of the age of twenty-one years or more, at least two of whom are citizens of the State of Texas, acting as incorporators of a corporation under the Texas Non-Profit Corporation Act, adopt the following Articles of Incorporation for such corporation:

ARTICLE ONE
The name of the corporation is ALIVIANE, INC.

ARTICLE TWO
The corporation is a non-profit corporation.

ARTICLE THREE
The period of its duration is perpetual.

ARTICLE FOUR
The purpose of this corporation is to alleviate the problems of delinquency and drug abuse; more particularly, it will serve as an advocate for the drug user, work for the prevention and control of drug abuse and related activity, afford treatment and rehabilitation of drug abusers, represent the interests of the drug abuser and delinquent, serve educational functions among the general community, develop the self-help approach among the delinquents and abusers of drugs, seek to coordinate multiple programming in the field of delinquency and drug abuse prevention, rehabilitation, and control, identify areas of need which are not adequately served by the usual programs, work for the betterment of the social conditions of the drug abuser and delinquent, seek to establish lines of communication between the delinquent and drug abuser and the larger
community, seek to improve awareness of the problems and the special aspects of social planning they require, and facilitate the overall alleviation of the drug problem and related social problems in El Paso County.

ARTICLE FIVE

The address of the initial registered office of the corporation is 3707 Cumberland Avenue, El Paso, Texas 79930; and the name of its initial registered agent at such address is Jose L. Aguilar.

ARTICLE SIX

The number of directors constituting the initial Board of Directors of the corporation is ten, and the names and addresses of the persons who are to serve as the initial directors are:

Jose L. Aguilar  
3707 Cumberland Avenue  
El Paso, Texas

Guillermo Acosta  
3526 Van Buren Avenue  
El Paso, Texas

James Sabal  
6013 Palo Alto Avenue  
El Paso, Texas

Margaret de Wetter  
908 E. Blanchard Avenue  
El Paso, Texas

Roberto Spencer  
4860 Tropicana Avenue  
El Paso, Texas

Luis Pena  
603 S. Hills Street  
El Paso, Texas

Beatriz Hirsch  
1115 Galloway Drive  
El Paso, Texas

Andres Guevara  
1513 Brown Street  
El Paso, Texas

Francisco Hernandez  
3008 Fillmore Avenue  
El Paso, Texas

Hector Bencomo  
7129 Lamon Tree Lane  
El Paso, Texas

ARTICLE SEVEN

The name and address of each incorporator is:

Robert Millard  
1311 E. Rio Grande  
El Paso, Texas

Guillermo Acosta  
3526 Van Buren Avenue  
El Paso, Texas

Robert L. Washington  
1239 Ohio Street  
El Paso, Texas


Incorporators
THE STATE OF TEXAS

COUNTY OF EL PASO

I, GLORIA D. CASTANEDA, a notary public, hereby certify that on the 3rd day of December, 1970, personally appeared before me ROBERT L. WASHINGTON, GUILLERMO ACOSTA and ROBERT L. MILLARD, personally appeared before, a Notary Public in and for El Paso County, Texas and who being by me first duly sworn, severally declared that they are the persons who signed the foregoing document as incorporators, and that the statements therein contained are true.

[Signature]
Notary Public, and for,
El Paso County, Texas
My Commission Expires
June 1, 1975
ARTICLES OF AMENDMENT TO THE ARTICLES
OF INCORPORATION OF ALIVIANE, INC.

Pursuant to the provisions of Article 4.03 of the Texas Non-Profit Corporation Act, the undersigned corporation adopts the following Articles of Amendment to the Articles of Incorporation which change the purpose of the corporation so that the corporation might make application for tax exempt status under Section 501(c)(3) of the Internal Revenue Code of 1954:

1. The name of the corporation is Aliviane, Inc.

2. The following amendment to the Articles of Incorporation was adopted by the corporation on the ___ day of _____, 1977:

   Article IV of the Articles of Incorporation is hereby amended to read as follows:

   The purposes for which this corporation is formed are:

   1. The specific and primary purposes are: to alleviate the problems of delinquency and drug abuse; more particularly, to serve as an advocate for the drug user; work for the prevention and control of drug abuse and related activity; afford a treatment and rehabilitation of drug abusers; represent the interests of the drug user and delinquent; serve educational functions among the general community; develop the self-help approach among the delinquents and abusers of drugs; seek to coordinate multiple programming in the field of delinquency and drug abuse prevention, rehabilitation, and control; identify areas of need which are not adequately served by the usual programs; work for the betterment of the social conditions of the drug abuser and delinquent; seek to establish lines of communication between the delinquent and drug abuser and the larger community; seek to improve awareness of the problem and the special aspects of social planning they require; and facilitate the overall alleviation of the drug problem and related social problems in El Paso County.
2. The general purposes and powers for which the corporation is organized are to receive and maintain a fund or funds of real or personal property, or both, and subject to the restrictions and limitations herein-after set forth, to use and apply the whole or any part of the income therefrom and the principal thereof exclusively for charitable, religious, scientific, literary or educational purposes, which are consistent with the specific purposes of the corporation stated above, either directly or by contributions to organizations that qualify as exempt organizations under Section 501(c) (3) of the Internal Revenue Code, and its regulations as they now exist or as they may hereafter be amended.

3. Notwithstanding any of the above statements of the general purposes and powers, this corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the specific and primary purposes of this corporation.

4. No part of the net earnings of the corporation shall inure to the benefit of any director of the corporation, officer of the corporation, or any private individual, (except that reasonable compensation may be paid for services rendered to or for the corporation effecting one or more of its purposes), and no director or officer of the corporation or any private individual shall be entitled to share in the distribution of any of the corporate assets on dissolution of the corporation.

5. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting, to influence legislation, and the corporation shall not participate in, or intervene in (including the publication of distribution of statements) any political campaign on behalf of any candidate for public office.

6. The corporation shall distribute its income for each taxable year at such time and in such manner as not to become subject to tax on undistributed income imposed by Section 4942 of the Internal Revenue Code of 1954, or corresponding provisions of any subsequent Federal tax laws.

7. The corporation shall not engage in any act of self-dealing as defined in Section 4941(d) of the Internal Revenue Code of 1954, or corresponding provisions of any subsequent Federal tax laws.
8. The corporation shall not retain any excess business holdings as defined in Section 4943(c) of the Internal Revenue Code of 1954, or corresponding provisions of any subsequent Federal tax laws.

9. The corporation shall not make any investments in such manner as to subject it to tax under Section 4944 of the Internal Revenue Code of 1954, or corresponding provisions of any subsequent Federal tax laws.

10. The corporation shall not make any taxable expenditures as defined in Section 4945(d) of the Internal Revenue Code of 1954, or corresponding provisions of any subsequent Federal tax laws.

11. Notwithstanding any other provisions of these Articles of Incorporation, the corporation shall not conduct or carry on any activities not permitted to be conducted or carried on by an organization exempt from taxation under Section 501(c)(3) of the Internal Revenue Code and its regulations as they now exist or as they may hereafter be amended, or by an organization, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code and its regulations as they now exist or as they may hereafter be amended.

12. Upon dissolution of the corporation or the winding up of its affairs, the assets of the corporation shall be distributed exclusively to charitable, religious, scientific, testing for public safety, literary, or educational organizations which would then qualify under the provisions of Section 501(c)(3) of the Internal Revenue Code and its regulations as they now exist or as they may hereafter be amended.

3. The amendment was adopted at a meeting of the Board of Directors held on the 2 day of DECEMBER, 1977, and received a vote of the majority of the directors in office, there being no members having voting rights in respect thereof.

DATED the 12th day of DECEMBER, 1977.

ALIVIANE, INC.

By: [Signature]

President

ATTEST:

[Signature]

Secretary

-3-
STATE OF TEXAS  
COUNTY OF EL PASO  

I, [Name], a Notary Public, do hereby certify that on the this [Date] day of [Month], 1977, personally appeared before me [Name] being duly sworn, declared he is President of the corporation executing the foregoing document, that he signed the foregoing document in the capacity therein set forth, and that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year before written.

[Signature]
Notary Public in and for El Paso County, Texas
February 06, 2018

R.L. Bowling, IV  
Tropicana Building II, LLC  
President  
300 E. Main, Suite 740  
El Paso, Texas 79901  


Dear Mr. Bowling:

I am pleased to give my full support to Tropicana Building II, LLC in its efforts to acquire Housing Tax Credits through the Texas Department of Housing and Community Affairs for the Edgemere Palms development (located near NWC Edgemere and Zaragoza) El Paso, TX 79938, Desert Sky Palms (located at Desert Sky Dr. E of Kenozo Ave.), Horizon, TX 79928, Jaime O Perez Memorial Apartments (located on Nevarez Rd. E of Alameda Ave.) Socorro, TX 79927, and Nevarez Palms (located on 140 N Nevarez Rd.) Socorro, TX 79927. All developments are located in El Paso County, Texas.

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We look forward to a favorable reply by the Texas Department of Housing and Community Affairs for the approval of Edgemere Palms, Desert Sky Palms, Jaime O Perez Memorial Apartments, and Nevarez Palms developments.

Sincerely,

[Signature]

Andrea Ramirez  
Chief Operating Officer Social Services  
Project Amistad  
3210 Dyer, El Paso, TX 79930  
D (915) 298-7304 C (915) 875-2887
### EXEMPT ORGANIZATIONS SEARCH RESULTS FOR 17418617969

Last Updated 2018-02-26 05:09:22

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<td>EL PASO</td>
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<td>TX</td>
<td>SALES</td>
<td>FRANCHISE</td>
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</table>
February 26, 2018

PROJECT AMISTAD
3210 DYER ST
EL PASO, TX 79930-6230

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 05-13-1985
- Sales and use tax, as of 06-03-1986

(provide Texas sales and use tax exemption certificate Form 01-339 (Back) to vendor)
The entity is not exempt from hotel occupancy tax.

Texas taxpayer identification number: 17418617969

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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.
Helping people access services...
Facilitando el acceso a servicios...

- Providing information and referrals
- Assistance with transportation
- Streamlined access to services
- Array of choices to community resources
- Proporcionando información y referencias
- Asistencia con transporte
- Acceso sencillo y rápido a servicios
- Gamma de opciones a escogos comunitarios

Do you have long term health care needs?
We have answers...

Necesita cuidados de salud a largo plazo?
Tenemos respuestas

Aging, Disability & Transportation RESOURCE CENTER
EL PASO & FAR WEST TEXAS

Helping people access services...
Facilitando el acceso a servicios...

(915) 298-7307
1-855-YES-ADRC (937-2372)

Aging, Disability & Transportation RESOURCE CENTER
EL PASO & FAR WEST TEXAS

We have answers...
Tenemos respuestas

Funded in part by Texas Health and Human Services

Amistad
LEAD AND FISCAL AGENT
www.proyectoamistad.org
(915) 532-2730

Se habla español
The ADTRC of El Paso & Far West Texas.

Giving You the Power to Decide.

Searching for long-term support services for an elderly person or someone living with a disability?

Whether you are a client or a caregiver, call the ADTRC. We are a one-stop, community-based center that can help you locate and access a comprehensive range of resources and services—from finding affordable housing to providing transportation for doctor visits, trips to the grocery store and other activities.

We are committed to helping the elderly and persons with disabilities, regardless of age, live with dignity. Making informed decisions about long-term care is an essential part of that goal.

For additional information or assistance, call (915) 298-7307 or 1-855-YES-ADRC (937-2372).

The ADTRC de El Paso y el Extremo Oeste de Texas.

Dándole a Usted el Poder para Decidir.

¿Estás buscando servicios de apoyo a largo plazo para una persona de edad avanzada o alguien viviendo con una discapacidad?

Si es un cliente o un proveedor de cuidados de salud, llíme al centro ADTRC. Somos un centro unificado, basado en la comunidad, que le puede ayudar a localizar y tener acceso a una amplia gama de recursos y servicios—ya sea si se trata de encontrar vivienda accesible o proveer transporte para visitas al doctor, a la tienda de comestibles u otras actividades.

Estamos comprometidos a ayudar a personas de edad avanzadas y a personas con discapacidades, independientemente de su edad, a vivir con dignidad. Tomar decisiones informadas acerca del cuidado a largo plazo es una parte esencial de esta meta.

Para información adicional o asistencia, llámale al (915) 298-7307 o al 1-855-YES-ADRC (937-2372).

Medicare Counseling for Clients & Caregivers

Learn about your benefits under the Medicare Improvements for Patients and Providers Act. ADTRC's MIPPA coach provides one-on-one counseling about Medicare Parts A, B, C and D, including the Low Income Subsidy and Medicare Savings programs.

For more information, call (915) 298-7307 or 1-855-YES-ADRC (937-2372).

Guía acerca de Medicare para Clientes y Proveedores de Cuidado

Infórmese sobre sus beneficios bajo La Ley de Mejorías de Medicare para Pacientes y Proveedores (o MIPPA por sus siglas en inglés). El especialista en MIPPA de ADTRC proporciona guía individual acerca de las partes A, B, C y D de Medicare, incluyendo el Subsidio de Bajos Ingresos y los Programas de Ahorro de Medicare.

Para más información, llámale al (915) 298-7307 o al 1-855-YES-ADRC (937-2372).

Veterans Services

We provide assistance and guidance to qualified veterans from all branches of service in the following areas:

- General Assistance
- Transportation
- Employment/Training
- Housing Options
- Information & Referral
- Mental Health Services

Other Assistance
Veterans may receive help accessing food pantries and building their own identity through replacement of lost identification cards, drivers licenses or birth certificates.

For more information, call (915) 298-7307 or 1-855-YES-ADRC (937-2372) or go to http://www.tvc.state.tx.us/
Your Rights and Responsibilities

Amistad
Serving our community since 1976

You have a right to...

- Transportation that is safe
- Transportation that meets your health needs
- Transportation that strives to get you to your destination on time
- Service that is courteous and respectful
- A quick and efficient way to file a complaint or express a concern

Your responsibilities include...

- Asking for a ride to your medical provider
- Calling us at least 48 hours (2 business days) in advance of your health care appointment
- Be ready to be picked up at least an hour before your pick-up time
- Make sure you have all your medical equipment and documents

To Arrange for Non-emergency Medical Transportation
Call 1-877-633-8747

Here's what you need:

- Your Medicaid Identification number
- Your address & phone number
- Name & address of your medical provider
- Time of your medical appointment.

Amistad
Serving our community since 1976

NON-EMERGENCY MEDICAL TRANSPORTATION

Project Amistad is the designated Managed Transportation Organization (MTO) for the Texas Health and Human Services Commission West Texas Region 2

For further information please visit our El Paso office or visit our website for detailed information on our Non-Emergency Medical Transportation Services

El Paso Office
3210 Dyer
El Paso, TX 79930
1-877-633-8747
Fax, 915-428-5422
www.projectamistad.org
How Money Management Works

The Project Amistad Money Management Program supports persons who need help managing their personal finances. Individuals, elderly persons and persons with disabilities are provided with professional money management services including:

- Budgeting
- Payment of bills
- Bank account management
- Protection of financial assets

Who Qualifies for Money Management Services?

- Adults age 62 and over (disabled or not) who need assistance to properly manage their finances and personal assets.
- Adults age 18 and older with disabilities who need assistance to properly manage their finances.
- Qualified participants who live within the city limits of El Paso.

Project Amistad Mission Statement

“To advocate, connect, and deliver social services to communities, ensuring a dignified and meaningful life for all.”

Why Is Money Management Important?

For persons who are unable to manage their finances, the Project Amistad Money Management Program is a way to ensure their routine bills such as utilities are paid on time and their personal assets are protected. Participants are provided with budgeting assistance to ensure their money is used wisely to satisfy their basic needs such as food, shelter and health care. The program receives referrals from various agencies in the El Paso Community including the Social Security Administration Office and Adult Protective Services.

Contact Information

Melissa Molina
Money Management Case Manager

915-298-1124
mmolina@projectamistad.org
3210 Dyer St.
El Paso, Texas 79930
The Amistad for Veterans Project is funded through a grant from the Texas Veterans Commission Fund for Veterans Assistance.

Veterans Counseling Services

Providing hope and support for those who served and their families.

Amistad
3210 Dyer
El Paso, Texas 79930
915.298-7307
Services Free of Charge!
Schedule an Appointment:
915-298-7307

Press Option 1, Press Option 1 again, Enter your Zip Code. Your call will be directed to a live Operator.

Servicios Sin Costo Alguno!
Para Una Cita Llame:
915-298-7307

Oprima 2, Oprima 1, Oprima su Codigo Postal.
Su llamada sera dirijida a un

Health Insurance Marketplace Enrollment Service

3210 Dyer St.
Midland, TX 79701

Phone: 915-298-7307
Fax: 915-532-7463

Servicios de Inscripcion de Mercado De Seguros Medicos

To advocate, connect and deliver social services to communities, ensuring a dignified and meaningful life for all.
Aging, Disability & Transportation RESOURCE CENTER
EL PASO & FAR WEST TEXAS

1-855-YES-ADRC (937-2372)
915-298-7307

Housing Navigation Services
We have answers
1-855-YES-ADRC (937-2372)
915-298-7307

This brochure was developed under grant C80A 93.791 from the U.S. Department of Health and Human Services, Centers for Medicare & Medicaid Services. However, these contents do not necessarily represent the policy of the U.S. Department of Health and Human Services, and you should not assume endorsement by the Federal Government.
ARTICLES OF INCORPORATION
OF
LULAC PROJECT AMISTAD

ARTICLE ONE
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The Corporation is a Non-Profit Corporation.

ARTICLE FOUR
The purpose or purposes for which the corporation is organized are to receive and maintain a fund or funds of real or personal property, or both, and, subject to the restrictions and limitations hereinafter set forth, to use and apply the whole or any part of the income therefrom and the principal thereof exclusively for charitable, religious, scientific, literary, or educational purposes either directly or by contributions to organizations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code and its Regulations as they now exist or as they may hereafter be amended.

ARTICLE FIVE
The name of the initial registered agent is ALFRED JACQUES, and the street address of the initial registered office of the corporation is 4001 Durazno, Lincoln Center, El Paso, Texas 79905.

ARTICLE SIX
The number of the directors constituting the initial board of directors of the corporation is eight (8) and the names and addresses of the persons who are to serve as the initial directors are:

1. Raquel M. Perez, 3030 Montana, El Paso, Texas 79903.
5. Yolanda Arguelles, 101 Renfrew, El Paso, Texas 79925.
7. Johnny Estrada, 3721 Grant, El Paso, Texas 79938.
8. Robert Cowles, 7300 Bellrose Dr., El Paso, Texas 79925.

The number of directors may be changed from time to time by vote of the majority of the Board of Directors, or as otherwise provided by the Bylaws of the corporation, but in no event shall the number be less than three (3) or more than fifteen (15), and no decrease in number shall have the effect of shortening the term of any incumbent director.

ARTICLE SEVEN

The name and address of each incorporator is:


ARTICLE EIGHT

No part of the net earnings of the corporation shall inure to the benefit of or be distributable to its members, directors, officers, or other probate persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in ARTICLE FOUR above. The corporation shall not participate in, or intervene in (including the publishing or distribution of statement) in any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of these articles, the corporation shall not carry on any other activities not permitted to be carried out on: (a) by a corporation exempt from Federal Income Tax under Section 501(c)(3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law); or (b) by a corporation contributions to which are deductible under Section 170 (c)(2) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law).
ARTICLE NINE

Upon the dissolution of the corporation, the Board of Directors shall, after paying or making provisions for the payment of all of the liabilities of the corporation, dispose of all of the assets of the corporation exclusively for the purposes of the corporation in such manner, or to such organization or organizations organized and operated exclusively for charitable, educational, religious, or scientific purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law), as the board of directors shall determine. Any of such assets not so disposed of shall by a district court of any county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations as said court shall determine, which are organized and operated exclusively for such purposes.

IN WITNESS WHEREOF, we have hereunto subscribed our names this 2 day of May, 1985.

Alfred Jacques, Incorporator

Lucy G. Acosta, Incorporator

Raquel M. Perez, Incorporator

THE STATE OF TEXAS
COUNTY OF EL PASO

BEFORE ME, a Notary Public, on this day personally appeared Alfred Jacques, Lucy G. Acosta, Raquel M. Perez, known to me to be the persons whose names are subscribed to the foregoing document and, being by me first duly sworn, declared that the statements therein contained are true and correct.
Given under my hand and seal of office this 2 day of May, 1985.

MARGARITA RODRIGUEZ - NOTARY PUBLIC
in and for the STATE OF TEXAS

My Commission Expires: 8/3/87
Entity Information

The filing entity is a: **Domestic Nonprofit Corporation**

The name of the filing entity is: **LULAC PROJECT AMISTAD**

The file number issued to the filing entity by the secretary of state is: **75185401**

Amendment to Name

The amendment changes the formation document of the filing entity to change the article or provision that names the entity. The article or provision is amended to read as follows:

The name of the filing entity is: **PROJECT AMISTAD**

A letter of consent, if applicable, is attached.

Statement of Approval

The amendment has been approved in the manner required by the Texas Business Organizations Code and by the governing documents of the entity.

Effectiveness of Filing

☑ A. This document becomes effective when the document is filed by the secretary of state.

☐ B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its filing by the secretary of state. The delayed effective date is:

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and declares under penalty of perjury that the undersigned is authorized under the Texas Business Organizations Code to execute the filing instrument.

Date: **June 12, 2013**

**Xavier Banales, CEO**

Signature of authorized person
February 5, 2018

R.L. Bowling, IV Tropicana Building
II, LLC President
300 E. Main, Suite 740 El Paso,
Texas 79901


Dear Mr. Bowling:

I am pleased to give my full support to Tropicana Building II, LLC in its efforts to acquire Housing Tax Credits through the Texas Department of Housing and Community Affairs for the Edgemere Palms development (located near NWC Edgemere and Zaragoza) El Paso, TX 79938, Desert Sky Palms (located at Desert Sky Dr. E of Kenazo Ave.), Horizon, TX 79928, Jaime O Perez Memorial Apartments (located on Nevarez Rd. E of Alameda Ave.) Socorro, TX 79927, and Nevarez Palms (located on 140 N Nevarez Rd.) Socorro, TX 79927. All developments are located in El Paso County, Texas.

These developments will not only increase the availability of quality affordable housing and better living conditions for the hard working families of El Paso, but also will assist in adding to the tax base and creating jobs.

We look forward to a favorable reply by the Texas Department of Housing and Community Affairs for the approval of Edgemere Palms, Desert Sky Palms, Jaime O Perez Memorial Apartments, and Nevarez Palms developments.

Respectfully,

Carol Henry Bohle
Executive Director
Dear Taxpayer:

This is in response to your June 06, 2013, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in October 2003.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

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 if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.
EL PASO COALITION FOR THE HOMELESS
6044 GATEWAY BLVD E STE 211
EL PASO TX 79905

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

[Signature]

Richard McKee, Department Manager
Accounts Management Operations
<table>
<thead>
<tr>
<th>Request Exemption Verification</th>
<th>Taxpayer No.</th>
<th>Name</th>
<th>City</th>
<th>County</th>
<th>State</th>
<th>Sales</th>
<th>Franchise</th>
<th>Hotel</th>
</tr>
</thead>
<tbody>
<tr>
<td>Request Verification</td>
<td>13521928096</td>
<td>EL PASO COALITION FOR THE HOMELESS</td>
<td>EL PASO</td>
<td>EL PASO</td>
<td>TX</td>
<td>SALES</td>
<td>FRANCHISE</td>
<td>NOT EXEMPT</td>
</tr>
</tbody>
</table>
February 26, 2018

EL PASO COALITION FOR THE HOMELESS
6044 GATEWAY BLVD E STE 211
EL PASO, TX 79905-2052

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 03-10-2003
- Sales and use tax, as of 03-10-2003
  (provide Texas sales and use tax exemption certificate Form 01-339 (Back) to vendor)
  The entity is not exempt from hotel occupancy tax.

Texas taxpayer identification number: 13521928096

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.
The El Paso Coalition for the Homeless is the lead agency for the El Paso Continuum of Care. It is a Texas non-profit corporation that serves as a coordinating entity for numerous agencies and individuals who provide housing, services, and support to the homeless, including social services, members of the faith community, local businesses, and community agencies, state, federal, and local governmental entities, and members of the general public. The priority goal of the Coalition is to collaboratively create an improved homeless service system that more effectively provides services, support, and housing to all El Paso’s homeless, with a primary focus on moving individuals and families out of homelessness.

Although the Coalition does not provide any direct services to clients, it serves as the backbone organization to many other groups that do. The Coalition serves those who serve the homeless through research, project management, training and technical assistance. The ultimate goal of the Coalition is a homeless service system that achieves reduction in new instance of, length of, and return to homelessness, and meets the varying needs of homeless sub-populations such as unaccompanied youth, veterans, chronically homeless and families with children.

Welcome to the El Paso Coalition for the Homeless!

Through collaboration and coordination of efforts and an effective balance of programs, El Paso’s Continuum of Care will meet the diverse needs of persons at risk of becoming homeless, homeless individuals and families who can transition to a return to self-sufficiency, and those homeless who are no longer able to be totally independent. Mission: The El Paso Coalition for the Homeless is a membership-driven alliance dedicated to securing appropriate housing and services for persons who are homeless through advocacy, resources and innovation.

1394 Homeless in El Paso

343 Children will sleep in a local shelter tonight
ARTICLES OF INCORPORATION

EL PASO COALITION FOR THE HOMELESS

Pursuant to the Texas Non-Profit Corporations Law

The undersigned, desiring to form a charitable corporation under and by virtue of the provisions of the Non-Profit Corporation Act of the State of Texas, does hereby make, subscribe and acknowledge these Articles as follows:

FIRST: The name of the corporation is the EL PASO COALITION FOR THE HOMELESS

SECOND: The period of its duration is perpetual.

THIRD: The corporation is a non-profit corporation.

FOURTH: A. The purposes for which the corporation is formed are exclusively charitable within the meaning of Section 501(c)(3) of the Internal Revenue Code and it shall not be operated for the purpose of carrying on a trade or business for profit. Specific purposes are as follows:

1. to identify needs of the homeless;
2. to identify resources to meet the needs of the homeless;
3. to provide coordination of services and planning;
4. to educate and inform the community about the homeless;
5. to offer advisory capability to agencies and to all levels of government regarding the homeless;
6. to provide advocacy on behalf of the homeless; and
7. to do any and all lawful activities which may be necessary, useful or desirable for the furtherance, accomplishment, fostering, or attaining of the foregoing purposes, either directly or indirectly, and either alone or in conjunction or...
cooperation with others, whether such others be persons or organizations of any kind of nature, such as corporations, firms, associations, trusts, institutions, foundations, or governmental bureaus, departments or agencies.

B. As a means of accomplishing the purposes for which it is formed, the corporation shall have the power:

1. to receive gifts, devises and bequests of money or of property of whatsoever kind and wheresoever situated.
2. to acquire by purchase, lease, devise, gift, or otherwise, and to hold, own, occupy, use, manage, improve, develop, maintain, lease, sell, mortgage, transfer, or otherwise deal with real and personal property of whatsoever kind and wheresoever situated and with any estate or interest therein, legal or equitable;
3. to borrow money and to make, accept, endorse, execute and issue promissory notes and other evidences of indebtedness and obligation in payment for property acquired or money borrowed, and to secure the payment thereof and interest thereon by mortgage upon, or pledge, conveyance or assignment of any part of, the property of the corporation, and
4. to do all acts and things necessary or proper for the accomplishment of the purposes of the corporation, including all rights and powers conferred upon non-profit corporations by, and subject to, the provisions of the Texas Non-Profit Corporations Act.
FIFTH: No part of the net earnings of the corporation shall inure to the benefit of any member, director, officer or employee of the corporation, or to the benefit of any other private individual; nonmember, director, officer or employee of the corporation shall receive or be lawfully entitled to receive any pecuniary benefit of any kind, except reasonable compensation for services in effecting one or more purposes of the corporation. No substantial part of the activities of the corporation shall consist of carrying on propaganda or otherwise attempting to influence legislation. The corporation shall not participate in, nor intervene in (including by means of the publishing or distributing of statements), any political campaign on behalf of any candidate for public office.

SIXTH: In the event of the dissolution of the corporation, no distribution of any of the property or assets of the corporation shall be made to any member, director, officer or employee of the corporation, or other private individual, but all of such property and assets shall be applied, in the discretion of the directors, to accomplish the charitable purposes for which the corporation is organized by distributing such property and assets for the furtherance of the work to institutions with similar purposes and objects which are exempt from Federal Income Taxation under Section 501(c)(3) of the Internal Revenue Code.

SEVENTH: The territory in which the operations of the corporation principally are to be conducted is the United States of America, but the operations of the corporation shall not be limited to such territory.

EIGHTH: The initial registered office of the corporation is 6044 Gateway East, Suite 901, in the City and County of El Paso and State of Texas and its initial registered agent at such address is James A. Daross.
NINTH: The number of directors of the corporation shall be not less than three and not more than 30.

TENTH: The names and places of residence of the persons who shall be the directors of the corporation until its first annual meeting are as follows:

<table>
<thead>
<tr>
<th>NAMES</th>
<th>PLACES OF RESIDENCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>JAMES A. DARROSS</td>
<td>4809 COSTA DE ORO ROAD, EL PASO, TEXAS</td>
</tr>
<tr>
<td>BRUCE DURY</td>
<td>7365 ALAMEDA, EL PASO, TEXAS</td>
</tr>
<tr>
<td>ANDREW HAIR</td>
<td>8500 VISCOUNT, EL PASO, TEXAS</td>
</tr>
<tr>
<td>TONY NATERA</td>
<td>7744 TOLTEC, EL PASO, TEXAS</td>
</tr>
<tr>
<td>GEORGE SALAZAR</td>
<td>10901 ELKHART, EL PASO, TEXAS</td>
</tr>
<tr>
<td>DUKE TRUDELLE</td>
<td>9605 FALKIRK, EL PASO, TEXAS</td>
</tr>
<tr>
<td>RAYMOND TULLIUS</td>
<td>8526 ALDERETTE AVENUE, EL PASO, TEXAS</td>
</tr>
</tbody>
</table>

ELEVENTH: The incorporator hereof is of full age, a citizen of the United States, and a resident of the State of Texas; and of the persons above named as directors at least one is a citizen of the United States and a resident of the State of Texas.

TWELFTH: The name and address of the Incorporator is:

<table>
<thead>
<tr>
<th>NAME</th>
<th>PLACE OF RESIDENCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>JAMES A. DARROSS</td>
<td>4809 COSTA DE ORO ROAD, EL PASO, TEXAS</td>
</tr>
</tbody>
</table>

THIRTEENTH: No Director is liable to the Corporation or its members for monetary damages for an act or omission in such Director's capacity as a Director, except for liability resulting from: (1) a Director's breach of duty or loyalty to the Corporation or its members; (3) a transaction from which a Director received an improper benefit, whether or not the benefit resulted from an action taken within the scope of his/her office; (4) a Director's act or omission for which the liability
of a Director is expressly provided by statute; or (5) A Director's act related to an unlawful payment of a dividend.

JAMES A. DAROSS

Before me, a Notary Public, on this day personally appeared JAMES A. DAROSS, known to me to be the person whose name is subscribed to the foregoing document, and being by me first duly sworn, declared that the statements therein contained are true and correct.

Given under my hand and seal of office this 13th day of December, 1991.

ALICE FARRROW
Notary Public, State of Texas

ALICE FARRROW
Notary Public, State of Texas
this certificate are true.

THEUERKAUF FAMILY PARTNERS, L.P.

BY: THEUERKAUF, INC.

By: [Signature]
Barbara Allan, President

STATE OF TEXAS

COUNTY OF DALLAS

BEFORE ME, the undersigned Notary Public, on this day personally appeared Barbara Allan, known to me to be the President of Theuerkauf, Inc., General Partner of Theuerkauf Family Partners, L.P. whose name is subscribed to the foregoing instrument and acknowledged to me that he executed same for purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand seal of office this 6th day of December, 1996.

My Commission expires:

[Notary Seal]

Connie L. Womack
Notary Public in and for the
State of Texas

CERTIFICATE OF LIMITED PARTNERSHIP - Page 2
February 1, 2018

R.L. Bowling, IV
Tropicana Building II, LLC
President
300 E. Main, Suite 740
El Paso, Texas 79901


Dear Mr. Bowling:

I am pleased to give our support to Tropicana Building II, LLC in its efforts to acquire Housing Tax Credits through the Texas Department of Housing and Community Affairs for the Edgemere Palms development (located near NWC Edgemere and Zaragoza) El Paso, TX 79938, Desert Sky Palms (located at Desert Sky Dr. E of Kenazo Ave.), Horizon, TX 79928, Jaime O Perez Memorial Apartments (located on Nevarez Rd. E of Alameda Ave.) Socorro, TX 79927, and Nevarez Palms (located on 140 N Nevarez Rd.) Socorro, TX 79927. All developments are located in El Paso County, Texas.

These developments will not only increase the availability of quality affordable housing and better living conditions for the hard working families of El Paso, but also will assist in adding to the tax base and creating jobs.

We look forward to a favorable reply by the Texas Department of Housing and Community Affairs for the approval of Edgemere Palms, Desert Sky Palms, Jaime O Perez Memorial Apartments, and Nevarez Palms developments.

Sincerely,

[Signature]

Inez M. Burcham
Texas A&M AgriLife Extension Service
El Paso County Extension Agent
Expanded Food and Nutrition Education Program

The members of Texas A&M AgriLife will provide equal opportunities in programs and activities, education, and employment to all persons regardless of race, color, sex, religion, national origin, age, disability, genetic information, veteran status, sexual orientation or gender identity and will strive to achieve full and equal employment opportunity throughout Texas A&M AgriLife.
<table>
<thead>
<tr>
<th>Request Exemption Verification</th>
<th>Taxpayer No.</th>
<th>Name</th>
<th>City</th>
<th>County</th>
<th>State</th>
<th>Sales</th>
<th>Franchise</th>
<th>Hotel</th>
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</thead>
<tbody>
<tr>
<td>Request Verification</td>
<td>17460005378</td>
<td>TEXAS A&amp;M AGRILIFE EXTENSION SERVICE</td>
<td>COLLEGE STA</td>
<td>BRAZOS</td>
<td>TX</td>
<td>SALES</td>
<td>FRANCHISE</td>
<td>HOTEL - STATE ONLY - EDUCATIONAL</td>
</tr>
</tbody>
</table>
February 26, 2018

TEXAS A&M AGRILIFE EXTENSION SERVICE  
PO BOX 10420  
COLLEGE STA, TX 77842-0420

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 01-01-2008
- Sales and use tax, as of 12-01-1983
  (provide Texas sales and use tax exemption certificate Form 01-339 (Back) to vendor)
  State portion of hotel occupancy tax, educational as of 12-01-1983
  (provide Texas hotel occupancy tax exemption certificate Form 12-302 to vendor)

Texas taxpayer identification number: 17460005378

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.
Expanded Food and Nutrition Education Program

Through the EFNEP series you will explore how to:

- Cook more meals and snacks at home
- Eat more fruits and vegetables
- Be more active with your family
- Reach and/or stay at a healthy weight
- Save money on groceries
- Control portion size
- Have more energy
- Keep food safe

There is no charge to participate!

Judy Guzman
Nutrition Education Assistant
(915) 772-0475
judy.guzman@ag.tamu.edu

http://efnep.tamu.edu
# Required Third Party Reports

Be advised that all third party reports will be posted on the Department’s website along with the Application.

Complete the information below as applicable (§10.205).

1. **Environmental Site Assessment (ESA) (All Multifamily Applications)**
   - Prepared by: Soils Mechanics
   - Date of Report: 2/23/2018
   - Report recommends further studies or establishes environmental hazards that currently exist on the Property or off-site with the potential to affect the Property.
   - If the above box is checked, a statement is provided behind this tab signed by the Development Owner, that certifies the Development Owner will comply with any and all recommendations made by the ESA preparer.
   - Development is funded by USDA and is not required to supply an ESA.

2. **Environmental Clearance (Section 811 PRA and Direct Loan applications only)**
   - All Applications selecting Points for Section 811 PRA Program participation under the Competitive Housing Tax Credit program or Direct Loans must review the Environmental Requirements and Environmental Assurance section of the Section 811 PRA Program Guidelines (§PRAR.215) and provide adequate material to meet the tenets. A Phase I Environmental Site Assessment (ESA) will not satisfy the environmental clearance required for use of the Section 811 PRA Program.
   - All Applications for Direct Loans by the Department must complete an environmental clearance process in accordance with 24 CFR Parts 50 and 58 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.
   - Application selected points for the Section 811 PRA Program and includes documentation for the project participating in the Section 811 PRA Program that the project meets the tenets of HUD environmental policy and the requirements of applicable statutes and authorities.
   - Applicant has submitted an environmental packet to TDHCA and determination is pending.
   - Applicant has reviewed the Environmental Requirements and Environmental Assurance section of the Section 811 PRA Program Guidelines (§PRAR.215) and understands that a determination must be received prior to signing the Rental Assistance Contract.
   - MFRL Development has already received Environmental Clearance from HUD under 24 CFR Parts 50 or 58.
   - Documentation of HUD Environmental Clearance is included behind this tab.
   - Applicant has submitted an environmental packet to TDHCA and clearance is pending.
   - Applicant has reviewed the environmental clearance materials available on the Department’s website and understands that clearance must be received prior to closing on the loan.
   - [http://www.tdhca.state.tx.us/program-services/environmental/index.htm](http://www.tdhca.state.tx.us/program-services/environmental/index.htm)
   - A Third Party will aid in the completion of the environmental clearance process. If checked, complete the following:
     - Name of Firm:
     - Contact Person:
     - Contact Telephone:
     - Email:

3. **Primary Market Area Map**
   - Primary Market Area (PMA) map with definition of PMA is included behind this tab.
   - Prepared by: Powers Group
   - Date of Report: 2/21/2018

4. **Property Condition Assessment (PCA)**
   - Prepared by: --Complete on Development Team (Tab 42) --
   - Date of Report: NOT APPLICABLE

5. **Appraisal**
   - Prepared by: Powers Group
   - Date of Report: NOT APPLICABLE

6. **Site Design and Development Feasibility Report**
   - Prepared by: Moreno Cardenas, Inc.
   - Date of Report: 2/26/2018
**MARKET ANALYSIS SUMMARY**

Provider: The Powers Group  
Date: 2/12/2018  
Contact: Linda Powers  
Phone: (915) 479-2093

**Development**  
Edgemere Palms

**Target Population:** General

**Site Location:** Near NWC Edgemere and Zaragoza  
City: El Paso  
County: El Paso

**Site Coordinates:**  
Longitude  
Latitude  
(-106.229666 31.799476) (decimal degree format)

**Primary Market Area (PMA) page 32**  
Square Miles: 18.52

**CENSUS TRACTS**

| 481410043.07 | 481410043.09 | 481410043.12 | 481410043.13 | 481410043.14 | 481410043.16 |
| 481410043.19 | 481410043.20 | 481410103.16 | 481410103.17 | 481410103.24 | 481410103.25 |
| 481410103.26 | 481410103.27 | 481410103.28 | 481410103.29 | 481410103.30 | 481410103.31 |
Edgemere Palms
Development Executive Summary and Engineer’s Statement

February 26, 2018

Prepared by:

Tropicana Building II

Moreno Cardenas Inc.
Leaders in Project Delivery & Performance

Prepared for:
Edgemere Palms, LTD
300 E. Main, Suite 740
El Paso, Texas 79901
Executive Summary

Edgemere Palms is a 96-unit apartment design on approximately 10.00 acres of raw land located within the City of El Paso’s jurisdiction. The site will have an on-site retention pond consisting of approximately 0.77 acres, and the remaining 9.23 acres dedicated for the development of apartments. Edgemere Palms will have two access points to service the development off the existing roadway of Edgemere Boulevard. The site slopes in a southwesterly direction, with the entire site outside the floodplain, Zone X, as shown in the Flood Insurance Rate Map (FIRM) panel 480212 0175 B. Zone X is described as areas determined to be outside of the 500-year flood plain.

The primary utility providers that may service the site are: Time Warner Cable (now Spectrum), El Paso Electric Company (EPEC), El Paso Water (EPW), Dell Telephone Cooperative Inc., Holly Energy Partners, Texas Gas Services (TGS), and AT&T.

The site is located within the corporate limits of the City of El Paso, TX. The proposed development requires the review and approval of the improvement plans including architectural plans, electrical, mechanical and plumbing plans, structural plans and civil engineering plans internally within the City of El Paso’s Land Development Department and further distribution to the corresponding utility entities. All building plans will be signed and sealed by a registered architect and all civil engineering plans by a licensed professional engineer.

The current zoning designation for the property is C-3/C (Community Commercial Districts/Commercial District/Conditions). Conditions require a ten-foot (10’) wide landscaped buffer to include, but not limited to, evergreen trees placed at 15-foot intervals on center along the property line where abutting residential zoning districts in addition to the requirements of the Landscaping Ordinance of the El Paso Municipal Code. The minimum parking requirements will be subject to the proposed zoning, which comply to the minimum parking requirements of the Uniform Multifamily Rules; 205 parking spaces are being proposed, with 12 accessible spaces and 4 van accessible spaces.

The property identification number at the taxing entity is 177581. Tax rates for 2018 have not been set yet, but for 2017 the rate was 2.925%.

The development will have approximately 0.77 acres for an on-site retention which will serve the 96-unit development. The pond is adequately sized to capture the 100-year rainfall storm event as required by the City of El Paso’s Drainage Design Manual. The drainage infrastructure will consist of drainage inlets and storm sewer pipe that will convey the generated runoff into the proposed on-site retention pond.

Ingress and Egress Requirements

Edgemere Palms proposes to have two access points to service the development through the existing roadway network. Access points will connect directly to Edgemere Boulevard.

Fire Department Requirements

The requirements for the City of El Paso Fire Department for the subject project will be to comply with the 2015 International Fire Code and the local amendments as adopted by the City Council of the City of El Paso. The requirements are to provide access points and provide adequate fire hydrants to serve the necessary flow rates for a multi-family development as proposed. The access road shall be a minimum of 26-feet of unobstructed width, with a 28-foot wide unobstructed width at fire hydrant locations for a
minimum length of 40-feet. In addition, the units must be installed with a fire protection sprinkler system.
Based on the current design of the building structure, aerial fire apparatus will not be anticipated since
the height of the buildings is less than 30-feet. The plans will be subject to review and approval by the City
of El Paso Fire Department.

Building Codes
The building codes the City of El Paso enforces and has adopted abide by the 2015 International Building
Code and the 2015 International Residential Code. The project will be required to adhere to any local
amendments as well.

Platting – City of El Paso
The City of El Paso requires all properties within the city limits to be platted through a subdivision plat per
the City of El Paso Ordinance. The City of El Paso has delegated all platting procedures and authority to
the City of El Paso City Plan Commission (CPC). The CPC is the final authority of final platting approvals
within the City of El Paso limits. The CPC weighs their decisions based on recommendations by City of El
Paso Planning Department staff and in conformance to the State of Texas Local Government Code for
platting.

Survey – Exhibit A
Boundary Survey – Exhibit B
Preliminary Site Plan – Exhibit C

Development Timing
The timing of the project is based on the process of submittal of platting the property, preparation,
review and approval of the engineering and architectural improvement plans and filing of the
subdivision plat. The following is a general schedule of major tasks related to the timing of the Edgemere
Palms project.

<table>
<thead>
<tr>
<th>Development Timing</th>
<th>Calendar Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preliminary Platting Approval by CPC</td>
<td>60 days</td>
</tr>
<tr>
<td>Final Platting Approval by CPC</td>
<td>60 days</td>
</tr>
<tr>
<td>Preparation of Civil/ Arch Architectural Improvement Plans</td>
<td>90 days</td>
</tr>
<tr>
<td>Approval of Civil/ Architectural Improvement Plans</td>
<td>60 days</td>
</tr>
<tr>
<td>Filing of the Plat</td>
<td>45 days</td>
</tr>
<tr>
<td>Issuance of Permits</td>
<td>15 days</td>
</tr>
<tr>
<td>Construction of Project</td>
<td>270 days</td>
</tr>
</tbody>
</table>

Development Fees
The project is located within the City of El Paso’s jurisdiction and shall comply with all associated
development permitting application fees as per the FY 2018 Schedule C Department Fee list
(http://www.elpasotexas.gov/~/media/files/coep/city%20development/2018%20schedule%20-
%20c.ashx?la=en).
The City of El Paso regulates and permits Grading and Storm Water Pollution Prevention Plan (SWPPP). The Grading permit is regulated, and fees are assessed based on the acreage of the project area and if waste and/or borrow material will be required within the project. The Permit fees are as follows:

<table>
<thead>
<tr>
<th>Project Acreage, acres</th>
<th>Fee Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grading (5.1-10 acres)</td>
<td>$778.28</td>
</tr>
<tr>
<td>Construction SWPPP (5 acres or larger)</td>
<td>$133.20</td>
</tr>
<tr>
<td>Borrow/Waster</td>
<td>$563.37</td>
</tr>
</tbody>
</table>

The intent of the SWPPP permit is to ensure compliance with Texas Commission on Environmental Quality (TCEQ) and Environmental Protection Agency (EPA) storm water regulations. TCEQ also assesses a fee of $325.00 for Notice of Intent (NOI) process application as part of its storm water regulations.

Building Permits

The project will be subject to the standard Building Permit. The total Building Permit fee includes fees for plan submission, plan review, and required inspections. The established submission fee shall be collected at the time of permit application and submission of plans. If plans are approved and a permit is secured within one hundred eighty days after the date of permit application, the entire submission fee shall be credited toward the building permit fee. If no building permit under the plan is secured within the one hundred eighty days after the date of permit application, then the application shall be considered expired and submission is non-refundable and may not be applied to any future permits.

The plan review fee, in the amount of 30% of the established building permit fee shall be collected upon submission of the first set of revisions or at the time of permit issuance, whichever occurs first.

If at any time during the permit application process, there is no activity in excess of one hundred days, such application shall be declared expired and the applicant will be deemed responsible for any plan review fee not yet paid. Written notice will be sent to the applicant stating that the application for permit has been declared expired and that the plan review fee is due and payable. If the applicant does not respond within thirty days of the written notice, the option for permit extension will expire, and the application and supporting documents, electronic plans, and all other documents associated with the application for permit will be destroyed. The plan review fee is non-refundable and may not be applied to any future building permits.

Zoning and Platting Fees

A fee schedule has been established for the review and processing of subdivision applications. The application fees are as follows:

<table>
<thead>
<tr>
<th>Subdivision Application</th>
<th>Fee Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>Major Preliminary Plat</td>
<td>$2,075.45</td>
</tr>
<tr>
<td>Major Final Plat</td>
<td>$1,961.12</td>
</tr>
<tr>
<td>Filing Plat Fees (estimated)</td>
<td>$1,300.00</td>
</tr>
</tbody>
</table>
Engineer Statement

This report has been prepared as a conceptual preliminary report for grading, drainage, and improvement fees and schedules based on standards set by the local planning and building officials. The study is limited to the conceptual plan as included within this report. The Developer and the Engineer have been in discussion with the City of El Paso and Utilities to deliberate the site development project and the requirements for this specific project; with respect to the determinations of the other codes consisting of fire codes, building codes, development codes, drainage codes, zoning codes, setbacks, parking requirements. The Developer and Engineer have researched the City’s written codes and standards to develop the findings for the project.

The conceptual site plan materially adheres to all applicable zoning, site development, and building code and ordinances.

- Survey-Exhibit A
- Boundary Survey -Exhibit B
- Preliminary Site Plan- Exhibit C

Marcos Medina, P.E.
TX License #93830
Exhibit B
Multifamily Finance Division staff will place scanned copies of deficiency documents behind this tab in the application .pdf
Multifamily Finance Division staff will place scanned copies of scoring notices behind this tab in the application .pdf
Multifamily Finance Division staff will place documents related to Requests for Administrative Deficiencies behind this tab in the application .pdf
Real Estate Analysis Division staff will place scanned copies of RFI documents behind this tab in the application .pdf
Multifamily Finance Division staff will place scanned copies of appeal documents behind this tab in the application.pdf
Multifamily Finance Division staff will place scanned copies of public comment received behind this tab in the application .pdf
Multifamily Finance Division staff will place scanned copies of Commitment or Determination Notice documents behind this tab in the application .pdf
Multifamily Finance Division staff will place scanned copies of Direct Loan Program Award Letters behind this tab in the application .pdf
Multifamily Finance Division staff will place scanned copies of Carryover Allocation Agreement documents behind this tab in the application .pdf