2018 HTC
Full Application

Part 1
Application Cover

#18103
Zinnia Gardens Apartments
2018 Multifamily Uniform Application

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 HTC

Full Application

Part 1 Tab A

Application Certification

#18103

Zinnia Gardens Apartments
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: Zinnia Gardens Apartments

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 §102(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.

__________________________
Zinnia Gardens, LP

Applicant Entity Name

By: ____________________________

Signature of Authorized Representative

Sunny K. Philip

Printed Name

Manager

Title

2/24/2018

Date

24 day of February, 2018

Sworn to and subscribed before me on the

by Sunny K. Philip

(Personalized Seal)

ALMA MARTINEZ
Notary Public, State of Texas
My Commission Expires October 07, 2019

Notary Public Signature

Texas

Notary Public, State of

Cameron

County of

7-Oct-19

My Commission Expires:

2/24/2018

Date

2/24/2018 4:02 PM
2018 HTC

Full Application

Part 1 Tab B

4% Multifamily Housing Tax Credit Program Board Meeting Selection Form

#18103

Zinnia Gardens Apartments
2018 HTC
Full Application

Part 2
Certification, Acknowledgment, and Consent of Development Owner

#18103
Zinnia Gardens Apartments
The Certification, Acknowledgement, and Consent of Development Owner is included behind this tab.

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

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

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

- [ ] §10.101(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](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 Rights Act of 1968 (42 U.S.C. §§3601 et seq.), the Fair Housing Amendments Act of 1988 (42 U.S.C. §§3601 et seq.), the Civil Rights Act of 1964 (42 U.S.C. §§2000a et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. §§12101 et seq.), the Rehabilitation Act of 1973 (29 U.S.C. §§701 et seq.), Fair Housing Accessibility, the Texas Fair Housing Act; and the Development is designed consistent with the Fair Housing Act Design Manual produced by HUD, and the Texas Accessibility Standards. (§2306.257; §2306.6705(7))

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

All Applications proposing Rehabilitation (including Reconstruction) 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.
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.

☐ 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 Principal 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.

☐ 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)**

- 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)**

- 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:

Sunny K. Philip

Printed Name

Manager

Title

2-24-2019

Date

THE STATE OF Texas

COUNTY OF Cameron

Before me, a notary public, on this day personally appeared Sunny K. Philip, 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 24 day of February, 2019.

ALMA MARTINEZ
Notary Public, State of Texas
My Commission Expires October 07, 2019

Notary Public Signature

Page 8 of 8
Part 3
Applicant Eligibility Certification

#18103
Zinnia Gardens Apartments
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.
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.
2018 Applicant Eligibility Certification

By: 
Signature of Authorized Representative

Sunny K. Philip
Printed Name

Manager
Title

2-24-2018
Date

THE STATE OF Texas §

COUNTY OF Cameron §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 24th day of February 2018

(Seal)

ALMA MARTINEZ
Notary Public, State of Texas
My Commission Expires October 07, 2019

Notary Public Signature
2018 HTC
Full Application

Part 4
Multifamily Direct Loan Certification

#18103
Zinnia Gardens Apartments
Multifamily Direct Loan Certification 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
Multifamily Direct Loan Certification

I (We) hereby make application to the Texas Department of Housing and Community Affairs (the "Department") for an award of Multifamily Direct Loan funds, which may be composed of HOME Investment Partnerships Program ("HOME"), Tax Credit Assistance Program Repayment Funds "TCAP RF," Neighborhood Stabilization Program Round 1 Program Income ("NSPI-1"), and/or National Housing Trust Fund ("NHTF"). The undersigned hereby acknowledges that the award by the Department does not warrant that the Development is deemed qualified to receive such award. I (We) agree that the Department or any of its directors, officers, employees, and agents will not be held responsible or liable for any representation made by the undersigned or its investors relating to the Multifamily Direct Loan. I (We) assume the risk of all damages, losses, costs, and expenses related to retaining or agreeing to indemnify and save 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 heretofore suffer, incur, or sustain arising out of its decision concerning this application for Multifamily Direct Loan and is otherwise bound or liable for use of information concerning the Multifamily Direct Loan.

On behalf of the Applicant and all affiliates of the Applicant (hereinafter "Applicant"), I (We) hereby certify that the Applicant is familiar with the State Rules, as published in 10 TAC Chapters 1, 2, 10, and 13, as well as Chapters 11 and 12 as applicable. I (We) hereby acknowledge that this Application is subject to disclosure under Chapter 552, Texas Government Code, the Texas Public Information Act, unless a valid exception exists.

I (We) hereby assert that the information contained in this Application as required or deemed necessary by the material containing the Multifamily Direct Loan are true and correct and that I (We) have undergone sufficient investigation to affirm the validity of the statements made and the Department may rely on any such statements.

Furthermore, I (We) hereby assert that I (We) have read and understand all the information contained in the application. By signing this document, I (We) affirm that all statements made in this government document are true and correct 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).

I (We) understand and agree that if false information is provided in this Application which has the effect of increasing the Applicant's competitive advantage, the Department will disqualify the Applicant and may hold the Applicant ineligible to apply for Multifamily Direct Loan funds or until any issue of restitution is resolved. If false information is discovered after the award of

Not Applicable
Multifamily Direct Loan funds, the Department may terminate the Applicant’s written agreement and recapture all Multifamily Direct Loan funds expended.

I (We) shall not, in the provision of services, or in any other manner discriminate against any person on the basis of age, race, color, religion, sex, national origin, familial status, or disability. Verification of any of the information contained in this application may be obtained from any source named herein.

I (We) have written below the name of the individual authorized to execute the Multifamily Direct Loan agreement and any and all future Multifamily Direct Loan commitments and contracts related to this application. If this individual is replaced by the organization, I (We) must inform the Department within 30 days of the person authorized to execute agreements, commitment and/or contracts on behalf of the Applicant.

I (We) certify that no person or entity that would benefit from the receipt of Multifamily Direct Loan funds has committed to providing a source of matching funds.

I (We) certify that I (We) will meet, Texas Minimum Construction Standards, 2010 ADA Standards for Accessible Design, as well as the Fair Housing Accessibility Standards and Section 504 of the Rehabilitation Act of 1973 as further amended in 20 TAC Chapter 1, Subchapter B. I (We) certify that the Development will meet all local building codes or standards that may apply as well as the Uniform Physical Conditions Standards in 49 CFR §5.705.

I (We) certify that if Department funds have a lien position in the project for which assistance is being requested, assurance of completion of the development will be provided in the form of payment at completion, or performance bonds in the full amount of the construction contract, running to the Department as a maker or equivalent guarantee in the sole determination of the Department.

I (We) certify that if refinancing is a component of the proposed development the Applicant must confirm that Multifamily Direct Loan funds will not be used to replace loans, grants or other financing by any other Federal program, or in violation of the provisions of 10 TAC §131.001(e).

I (We) certify that if other federal or governmental assistance is used in the financing of this development I (We) will notify the Texas Department of Housing and Community Affairs.

I (We) certify that I (We) do not and will not knowingly employ an undocumented worker, where "undocumented worker" means an individual who, at the time of employment, is not lawfully admitted for permanent residence to the United States or authorized under law to be employed in that manner in the United States.
If, after receiving a public subsidy, I (We), am convicted of a violation under 8 U.S.C Section 1324a (f), I (We) shall repay the amount of the public subsidy with interest, at the rate and according to the other terms provided by an agreement under Texas Government Code Section 2264.053, not later than the 120th day after the date TDHCA notifies Name of Applicant of the violation.

On behalf of the Applicant, I (We) hereby certify that the Applicant is familiar with the provisions of the federal HOME Final Rule, as published in 24 CFR Part 92, and other related administrative rules and regulations and court rulings issued by the Federal government or State of Texas with respect to the HOME Investment Partnerships Program, and all Developments eligible to receive HOME funds will comply with such rules during the application process and, in the event of award of HOME funds, for the duration of the proposed Development.

If applying under the Supportive Housing/Soft Repayment set-aside, on behalf of the Applicant, I (We) hereby certify that the Applicant is familiar with the provisions of the interim Housing Trust Fund rule, as published in 24 CFR Part 93, and other related administrative rules and regulations and court rulings issued by the Federal government or State of Texas with respect to the NHTF and all Developments eligible to receive NHTF funds will comply with such rules during the application process and, in the event of award of NHTF funds, for the duration of the proposed Development.

**Lead Based Paint**

I (We) certify that documentation of compliance with the Texas Environmental Lead Reduction Rules in 25 TAC Chapter 295, Subchapter D or 24 CFR Part 35 (Lead Safe Housing Rule), as applicable, will be maintained in project files. I (We) understand that for Developments subject to 24 CFR Part 25, standard forms are available in the Federal Register, as indicated by the sources noted below.

1) **Applicability of CFR §35.115** – A copy of a statement indicating that the property is covered or exempt from Lead Safe Housing Rule.
   - If the property is exempt, the file should include the reason for the exemption and no further documentation is required.
   - If the property is covered by the Rule, the file should include the appropriate documentation to indicate basic compliance, as listed below:
     i) **Summary Paint Testing Report or Presumption Notice 24 CFR §35.930(a)** – A copy of any report to indicate the presence of lead-based paint (LBP) for projects receiving up to $5,000 per unit in rehabilitation assistance. If no testing was performed, then LBP is presumed to be on all disturbed surfaces;
ii) Notice of Evaluation 24 CFR §35.125(a) – A copy of a notice demonstrating that an evaluation summary was provided to residents following a lead-based-paint inspection, risk assessment or paint testing;

iii) Clearance Report 24 CFR §35.930(b) (3) – A report indicating a “clearance examination” was performed of the work site upon completion; and

iv) Notice of Hazard Reduction Completion 24 CFR §35.125(b) – Upon completion, a copy of a notice to show that a LBP remediation summary was provided to residents.

Threshold Certification

On behalf of the Applicant and all affiliates of the Applicant (hereinafter “Applicant”), I (We) hereby certify that the Applicant is familiar with the provisions and requirements of the Multifamily Direct Loan Notice of Funding Availability (NOFA) approved by the Department’s Governing Board on December 15, 2016, for which I (We) am applying.

I (We) understand that housing units subsidized by Multifamily Direct Loan funds must be affordable to low, very low or extremely low-income persons. I (We) understand that mixed income rental developments may only receive funds for units that meet the Multifamily Direct Loan affordability standards. I (We) understand that all applications intended to serve persons with disabilities must adhere to the Department-adopted, housing Rule at 10 TAC §1.15.

I (We) understand that, pursuant to 10 TAC §513.121(a), all contractors, consulting firms, Borrowers, Development Owners and other contractors and administrators must sign and submit the appropriate documentation with each draw to attest that each request for payment of Multifamily Direct Loan funds is for the actual cost of providing a service and that the service does not violate any contract or contract provisions in 24 CFR Part 92.

I (We) certify that I (We) am eligible to apply for funds or any other assistance from the Department. I (We) certify that all audits are current at the time of application. I (We) certify that any Audits Certification Forms have been submitted to the Department in a satisfactory format or before the application deadline for funds or other assistance pursuant to 10 TAC §1.3(b). I (We) certify that, the Development will meet the broadband infrastructure requirements of 81 FR 92626, and that these costs are included in the Application.

All applicants applying under the 2018-1 Multifamily Direct Loan Notice of Funding Availability (NOFA) must read and initial after each of the following sections regarding federal cross cutting requirements in the boxes below.
HUD Section 3

I (We) hereby agree that the work to be performed in connection with any award of HOME or NHTF funds is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (“Section 3”). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed toward and very low-income persons, particularly persons who are recipients of HUD assistance for housing. I (We) agree to comply with HUD’s regulations in 24 CFR Part 135, which implement Section 3. For more information about HUD Section 3, please reference the HUD web page dedicated to Section 3 at: http://www.tdhca.state.tx.us/program-services/home-section-3/index.htm

(initial)

Environmental

I (We) understand that the environmental effects of each activity, carried out with an award of HOME funds must be assessed in accordance with the provisions of National Environmental Policy Act of 1969 (NEPA) (42 U.S.C. §4321 et seq.) and the related activities listed in HUD’s implementing regulations at 24 C.F.R., Parts 50, 51, 56, and 58 (NEPA regulations). Each such activity must have an environmental review completed and support documentation prepared complying with the NEPA and NEPA regulations. No loan may close or funds be committed to an activity before the completion of the environmental review process, including the requirements of 24 CFR Part 58, unless the Department has provided written clearance.

The Department as the Responsible Entity must ensure that environmental effects of the property are assessed in accordance with the provisions of the National Environmental Policy Act of 1969 and the related authorities listed in HUD’s implementing regulations at 24 CFR Parts 50 and 58.

I (We) certify that all parties involved in any aspect of the development process began the project with no intention of using Federal assistance.

I (We) certify that as of the date of the Multifamily Direct Loan application all project work, other than that allowed in 24 CFR Part 58, has ceased.

I (We) understand that the environmental effects of each activity, carried out with an award of NHTF funds must be assessed in accordance with the provisions of CPD Notice 16-14.
I (We) certify that I (we) have read and understand the requirements in 24 CFR §58.22 or CPD Notice 16-14, and I (we) understand that acquisition of the site, even with non-HUD funds, prior to completion of the environmental review process will jeopardize any federal funding.

I (We) certify that we will not engage in any choice limiting actions until the site has achieved Environmental Clearance as required in CPD Notice 16-14 or 24 CFR. Part 58, as applicable. Choice-limiting activities include but are not limited to these examples:

- Acquisition of land, except through the use of an option agreement, regardless of funding source;
- Closing on loans including loans for interim financing;
- Signing a construction contract.

(initial)

Relocation and Anti-Displacement

The property proposed for this Application is ______ is/Had been occupied. (check one)

If occupied, the occupant(s) are owners ______ Tenants ______

Displacement of Existing Tenants

I (We) certify that that the work to be performed in connection with any award of federal funds is subject to Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 ("URA"), as amended, and implementing regulations at 49 CFR Part 24. Consistent with the goals and objectives of activities listed under the Act and HUD Handbook 1378, if the Development is eligible for federal funds the Applicant must prepare and submit the following to TDHCA with the Multifamily Uniform Application:

1) A detailed explanation of the reasons for displacement relocation;
2) A detailed plan for the relocation, including evidence of comparable replacement housing;
3) A copy of the General Information Notice (signed by the tenant or sent Certified Mail, return receipt requested) sent to all tenants on the Rent Roll listed with the Multifamily Direct Loan Application, and
4) Estimated costs and funding sources available to complete the permanent relocation.

Demolition and Conversion

I (We) certify that that the work to be performed in connection with any award of federal funds is subject to 24 CFR Part 42 and Development Owner will replace all occupied and vacant
occupiable low-income housing that is demolished or converted to a use other than low-income housing as a direct result of the project. All replacement housing will be provided within three (3) years after the commencement of the demolition or conversion. Before receiving a commitment of federal funds for a project that will directly result in demolition or conversion, the project owner will make the information public in accordance with 24 CFR Part 42 and submit the information to TDHCA along with the following information in writing at application:

1) The location map, address, and number of dwelling units by bedroom size of lower income housing that will be demolished or converted to use other than as lower income housing as a direct result of the project;
2) A time schedule for the commencement and completion of the demolition and conversion;
3) To the extent known, the location, map, address, and number of dwelling units by bedroom size of the replacement housing that has been or will be provided;
4) The amount and source of funding and a time schedule for the provision of the replacement housing;
5) The basis for concluding that the replacement housing will remain lower income housing beyond the date of initial occupancy;
6) Information demonstrating that any proposed replacement housing units with similar dwelling units (e.g. a 2-bedroom unit will replace 1-bedroom units) or any proposed replacement of efficiency or SRO units with units of a different size is appropriate and consistent with the housing needs of the community; and
7) The name and title of the person or persons responsible for tracking the replacement of lower income housing and the name and title of the person responsible for providing relocation payments and other relocation assistance to any lower-income person displaced by the demolition of any portion or the conversion of lower-income housing to another use.

(Initial)
2018 Multifamily Direct Loan Certification

By: __________________________

Signature of Authorized Representative

______________________________

Printed Name

______________________________

Title

______________________________

Date

THE STATE OF TEXAS §

COUNTY OF §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE the ___ day of __________, __________.

(Seal)

______________________________
Notary Public Signature
2018 HTC
Full Application
Part 5
Applicant Information Page
#18103
Zinnia Gardens Apartments
Provide the contact information for the Applicant and any staff responsible for Administrative Deficiencies and/or clarifications to the Application.

### 1. Applicant Contact Information

<table>
<thead>
<tr>
<th>Name</th>
<th>Phone:</th>
<th>Office</th>
<th>Extens</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sunny K. Philip</td>
<td>(956) 797-2324</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Email: <a href="mailto:skphilip@stchd.org">skphilip@stchd.org</a></td>
<td>(956) 778-7030</td>
<td>Mobile</td>
<td></td>
</tr>
<tr>
<td>Mailing Address: 118 N. Main St. / P.O. Box 329</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Street</td>
<td>Texas</td>
<td>78559</td>
<td></td>
</tr>
<tr>
<td>City</td>
<td>State</td>
<td>Zip</td>
<td></td>
</tr>
</tbody>
</table>

### 2. Second Contact

<table>
<thead>
<tr>
<th>Name</th>
<th>Phone:</th>
<th>Office</th>
<th>Extens</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alma Martinez</td>
<td>(956) 797-2324</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Email: <a href="mailto:amartinez@stchd.org">amartinez@stchd.org</a></td>
<td></td>
<td>Mobile</td>
<td></td>
</tr>
</tbody>
</table>

### 3. Consultant Contact *(if applicable)*

<table>
<thead>
<tr>
<th>Name</th>
<th>Phone:</th>
<th>Office</th>
<th>Extens</th>
</tr>
</thead>
<tbody>
<tr>
<td>Email:</td>
<td></td>
<td>Mobile</td>
<td></td>
</tr>
<tr>
<td>Mailing Address:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Street</td>
<td>Texas</td>
<td>Zip</td>
<td></td>
</tr>
<tr>
<td>City</td>
<td>State</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
# Competitive Housing Tax Credit Selection Self-Score

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

**High Quality Housing Total** 17

## Criteria to Serve and Support Texans Most In Need

<table>
<thead>
<tr>
<th>Point Item Description</th>
<th>QAP Reference</th>
<th>Points Selected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Income Levels of Tenants</td>
<td>§11.9(c)(1)</td>
<td>16</td>
</tr>
<tr>
<td>Rent Levels of Tenants</td>
<td>§11.9(c)(2)</td>
<td>11</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>5</td>
</tr>
<tr>
<td>Tenant Populations with Special Needs</td>
<td>§11.9(c)(6)</td>
<td>2</td>
</tr>
<tr>
<td>Proximity to the Urban Core</td>
<td>§11.9(c)(7)</td>
<td>0</td>
</tr>
<tr>
<td>Readiness to Proceed in Disaster Impacted Counties</td>
<td>§11.9(c)(8)</td>
<td></td>
</tr>
</tbody>
</table>

**Serve and Support Texans Most in Need Total** 51

## Criteria Promoting Community Support and Engagement

<table>
<thead>
<tr>
<th>Point Item Description</th>
<th>QAP Reference</th>
<th>Points Selected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Local Government Support</td>
<td>§11.9(d)(1)</td>
<td></td>
</tr>
<tr>
<td>Commitment of Development Funding by Local Political Subdivision</td>
<td>§11.9(d)(2)</td>
<td>1</td>
</tr>
<tr>
<td>Declared Disaster Area</td>
<td>§11.9(d)(3)</td>
<td>10</td>
</tr>
<tr>
<td>Quantifiable Community Participation</td>
<td>§11.9(d)(4)</td>
<td></td>
</tr>
<tr>
<td>Community Support from State Representative</td>
<td>§11.9(d)(5)</td>
<td></td>
</tr>
<tr>
<td>Input from Community Organizations</td>
<td>§11.9(d)(6)</td>
<td></td>
</tr>
<tr>
<td>Concerted Revitalization Plan</td>
<td>§11.9(d)(7)</td>
<td></td>
</tr>
</tbody>
</table>

**Community Support and Engagement Total** 11

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

<table>
<thead>
<tr>
<th>Point Item Description</th>
<th>QAP Reference</th>
<th>Points Selected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Financial Feasibility</td>
<td>§11.9(e)(1)</td>
<td>18</td>
</tr>
<tr>
<td>Cost of Development per Square Foot</td>
<td>§11.9(e)(2)</td>
<td>12</td>
</tr>
<tr>
<td>Pre-application Participation</td>
<td>§11.9(e)(3)</td>
<td>6</td>
</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>2</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>1</td>
</tr>
<tr>
<td>Funding Request Amount</td>
<td>§11.9(e)(8)</td>
<td>0</td>
</tr>
</tbody>
</table>

**Efficient Use of Limited Resources and Applicant Accountability Total** 42

## Point Deductions

- §11.9(f)

**Total Application Self Score** 121
If revised form submitted, date of submission: ________________

### Site Information Form Part I

#### Development Address (All Programs)

<table>
<thead>
<tr>
<th>Address</th>
<th>City</th>
</tr>
</thead>
<tbody>
<tr>
<td>7850 Expressway 77</td>
<td>Lyford</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Region</th>
<th>Zip</th>
<th>County</th>
<th>Rural/Urban</th>
</tr>
</thead>
<tbody>
<tr>
<td>11</td>
<td>78586</td>
<td>Willacy</td>
<td>Rural</td>
</tr>
</tbody>
</table>

#### Census Tract Information (All Programs)

<table>
<thead>
<tr>
<th>Census Tract Number</th>
<th>QCT?</th>
<th>Median Household Income</th>
<th>Quartile</th>
<th>Poverty Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>48489950500</td>
<td>No</td>
<td>33043.00</td>
<td>2q</td>
<td>32.3</td>
</tr>
</tbody>
</table>

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.

#### 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))

#### Zoning [$10.204(11)$] and Flood Zone Designation [$10.101(a)(1)$] (All Programs)

<table>
<thead>
<tr>
<th>Development Site is appropriately zoned?</th>
<th>Zoning Designation</th>
<th>Flood Zone Designation</th>
</tr>
</thead>
<tbody>
<tr>
<td>No</td>
<td>Single Family/Commercial</td>
<td>AH</td>
</tr>
</tbody>
</table>

Entire Development Site is outside the 100 year floodplain. **No**

#### School Rating [$2306.6710(a)]: [$10.101(a)(3)(B)(iv)] (All Programs)

<table>
<thead>
<tr>
<th>School Name</th>
<th>Grades X through</th>
<th>Met Standard Rating?</th>
<th>2015</th>
<th>2016</th>
<th>2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lyford Elementary School</td>
<td>K through</td>
<td>5</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Lyford Middle School</td>
<td>6 through</td>
<td>8</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Lyford High School</td>
<td>8 through</td>
<td>12</td>
<td>Yes</td>
<td>Yes</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: __________________
If revised form submitted, date of submission: ______________
2018 HTC
Full Application

Part 8
Supporting Documentation for
the Site Information Form Part I

#18103
Zinnia Gardens Apartments
## Supporting Documentation for the Site Information Form Part I

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>X</strong></td>
<td>Street Map with Site Drawn and Identified</td>
</tr>
<tr>
<td><strong>X</strong></td>
<td>Census Tract Map with Development Site Identified <a href="https://factfinder.census.gov/faces/nav/jsf/pages/searchresults.xhtml?refresh=t">https://factfinder.census.gov/faces/nav/jsf/pages/searchresults.xhtml?refresh=t</a></td>
</tr>
<tr>
<td><strong>n/a</strong></td>
<td>Twice the State Average of Units Per Capita</td>
</tr>
<tr>
<td></td>
<td>Resolution</td>
</tr>
<tr>
<td><strong>n/a</strong></td>
<td>One Mile Three Year Resolution or evidence of other exception</td>
</tr>
<tr>
<td><strong>n/a</strong></td>
<td>Housing Tax Credit Units per Total</td>
</tr>
<tr>
<td></td>
<td>Household Resolution</td>
</tr>
<tr>
<td><strong>X</strong></td>
<td>Evidence of Zoning and/or Evidence of Re-Zoning Process</td>
</tr>
<tr>
<td><strong>X</strong></td>
<td>Evidence of Flood Zone Designation</td>
</tr>
<tr>
<td></td>
<td>Educational Quality (all Applications)</td>
</tr>
<tr>
<td><strong>X</strong></td>
<td>School Attendance Zone Map with Development labeled;</td>
</tr>
<tr>
<td><strong>X</strong></td>
<td>2017 TEA accountability information for each school; and</td>
</tr>
<tr>
<td></td>
<td>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.</td>
</tr>
<tr>
<td></td>
<td>For Tax-Exempt Bond Applications the resolution of no objection to satisfy requirements of §10.204(4) of the Uniform Multifamily Rules is included</td>
</tr>
<tr>
<td></td>
<td>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</td>
</tr>
</tbody>
</table>
2018 HTC
Full Application

Part 9
Site Information Form Part II

#18103
Zinnia Gardens Apartments
Zinnia Gardens Apartments

URBAN

Amenities List

Public Park (.5 miles)
Community Park
21626 Hand Rd Combes, TX 78552
(956) 425-7131

Public Transportation Stop (.5 miles)
Valley Metro Route 44
21626 Hand Rd Combes, TX 78552
1-800-574-8322

Grocery Store (1 mile)
De Leon Convenience Store
102 Templeton St, Harlingen, TX 78552
(956) 412-1910

Registered DFPS Daycare (2 miles)
Combes Headstart
21646 Hand Rd, Harlingen, TX 78552
(956) 428-1571

Property crime rate (neighborhoodscout.com)
Combes:  8

Indoor Recreation Facility (1 mile)
Recreational Center #2 – Building C
21600 Hand Rd Combes, TX 78552
(956) 425-7131

Outdoor recreation facility (1 mile)
Combes Park/ Recreational #1 – Building B
21592 Hand Rd Combes, TX 78552
(956) 425-7131

Community, civic, or service organizations (1 mile)
The Food Bank of the Rio Grande Valley
Food Pantry Alfa y Omega
Iglesia Cristiana Principio y Fin
1312 Morrison Combes, TX 78552

Meals on Wheels serves the area in their homes
YES
Amigos Del Valle, Inc.
4138 W. Crosspoint Edinburg Texas 78539
(956) 213-9400

Accredited College Campus (5 miles)
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<th>TDHCA#</th>
<th>Type</th>
<th>Year</th>
<th>Board Approval</th>
<th>Development Name</th>
<th>Address</th>
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<td>07/27/17</td>
<td>Huntington at Paseo de la Resaca Heritage Trail &amp; Paredes Line Rd</td>
<td>Brownsville</td>
<td>Cameron</td>
<td>0</td>
<td>$1,300,000</td>
<td>132</td>
<td>105</td>
<td>(713) 522-4414</td>
<td></td>
</tr>
<tr>
<td>17034</td>
<td>9% HTC</td>
<td>2017</td>
<td>07/27/17</td>
<td>Cataon at Paseo de la Resaca Heritage Trail &amp; Paredes Line Rd</td>
<td>Brownsville</td>
<td>Cameron</td>
<td>0</td>
<td>$1,500,000</td>
<td>128</td>
<td>100</td>
<td>(713) 522-4414</td>
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<tr>
<td>17010</td>
<td>9% HTC</td>
<td>2017</td>
<td>07/27/17</td>
<td>Bester Lofts 1001 1/2 South A Street</td>
<td>Harlingen</td>
<td>Cameron</td>
<td>0</td>
<td>$332,346</td>
<td>24</td>
<td>19</td>
<td>(915) 231-9460</td>
<td></td>
</tr>
</tbody>
</table>
2018 HTC
Full Application

Part 10
Supporting Documentation for the Site Information Form

Part II

#18103
Zinnia Gardens Apartments
TDHCA 9% Application #18103
Zinnia Gardens Apartments

URBAN

Amenities List

Public Park (.5 miles)
Community Park
21626 Hand Rd Combes, TX 78552
(956) 425-7131

Public Transportation Stop (.5 miles)
Valley Metro Route 44
21626 Hand Rd Combes, TX 78552
1-800-574-8322

Grocery Store (1 mile)
De Leon Convenience Store
102 Templeton St, Harlingen, TX 78552
(956) 412-1910

Registered DFPS Daycare (2 miles)
Combes Headstart
21646 Hand Rd, Harlingen, TX 78552
(956) 428-1571

Property crime rate (neighborhoodscout.com)
Combes: 8

Indoor Recreation Facility (1 mile)
Recreational Center #2 – Building C
21600 Hand Rd Combes, TX 78552
(956) 425-7131

Outdoor recreation facility (1 mile)
Combes Park/ Recreational #1 – Building B
21592 Hand Rd Combes, TX 78552
(956) 425-7131

Community, civic, or service organizations (1 mile)
The Food Bank of the Rio Grande Valley
Food Pantry Alfa y Omega
Iglesia Cristiana Principio y Fin
1312 Morrison Combes, TX 78552

Meals on Wheels serves the area in their homes
YES
Amigos Del Valle, Inc.
4138 W. Crosspoint Edinburg Texas 78539
(956) 213-9400

Accredited College Campus (5 miles)
Child Care Search Result Details

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

<table>
<thead>
<tr>
<th>Operation Number:</th>
<th>1314086</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operation Type:</td>
<td>Licensed Center</td>
</tr>
<tr>
<td>Program Provided:</td>
<td>Child Care Program</td>
</tr>
<tr>
<td>Operation/Caregiver Name:</td>
<td>Heavenly Angels Christian Day Care</td>
</tr>
<tr>
<td>Location Address:</td>
<td>104 N TAMM LN</td>
</tr>
<tr>
<td></td>
<td>COMBES, TX 78535</td>
</tr>
<tr>
<td>Mailing Address:</td>
<td>PO BOX 542</td>
</tr>
<tr>
<td></td>
<td>COMBES, TX 78535</td>
</tr>
<tr>
<td>Phone Number:</td>
<td>956-423-2887</td>
</tr>
<tr>
<td>County:</td>
<td>CAMERON</td>
</tr>
<tr>
<td>Website Address:</td>
<td>heavenlyangelschristiandaycare.com</td>
</tr>
<tr>
<td>Administrator/Director Name:</td>
<td>Juana Ortega</td>
</tr>
<tr>
<td>Type of Issuance:</td>
<td>Full Permit</td>
</tr>
<tr>
<td>Issuance Date:</td>
<td>10/25/2011</td>
</tr>
<tr>
<td>Conditions on Permit:</td>
<td>No</td>
</tr>
<tr>
<td>Accepts Child-Care Subsidies:</td>
<td>Yes</td>
</tr>
<tr>
<td>Hours of Operation:</td>
<td>07:00 AM-06:00 PM</td>
</tr>
<tr>
<td>Days of Operation:</td>
<td>Monday - Friday</td>
</tr>
<tr>
<td>Total Capacity:</td>
<td>50</td>
</tr>
<tr>
<td>Licensed to Serve Ages:</td>
<td>Infant, Toddler, Pre-Kindergarten, School</td>
</tr>
<tr>
<td>Total Capacity:</td>
<td>50</td>
</tr>
<tr>
<td>Number Of Admin Penalties:</td>
<td>0</td>
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<tr>
<td>Corrective Action:</td>
<td>No</td>
</tr>
<tr>
<td>Adverse Action:</td>
<td>No</td>
</tr>
<tr>
<td>Temporarily Closed:</td>
<td>No</td>
</tr>
</tbody>
</table>

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
  1 - Reports

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

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

**Two Year Compliance Summary**

- During the last two years, 1775 standards were evaluated for compliance at this operation.

- Of the standards evaluated **26** 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:**

  4 were weighted as **High**
  16 were weighted as **Medium - High**
  4 were weighted as **Medium**
  0 were weighted as **Medium - Low**
  2 were weighted as **Low**

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

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

Website and Email addresses are based on information given to DFPS by the Operation/Caregiver. If you experience problems with these addresses please contact the Operation/Caregiver.
PRIMERA VIOLENT CRIMES

POPULATION: 4,626

<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>0</td>
<td>1</td>
<td>0</td>
<td>6</td>
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<tr>
<td>Rate per 1,000</td>
<td>0.00</td>
<td>0.22</td>
<td>0.00</td>
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UNITED STATES VIOLENT CRIMES

POPULATION: 321,418,820

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

PROPERTY CRIME INDEX

89
(100 is safest)
Safer than 89% of U.S. neighborhoods.

PROPERTY CRIME INDEX BY TYPE

<table>
<thead>
<tr>
<th></th>
<th>BURGLARY INDEX</th>
<th>THEFT INDEX</th>
<th>MOTOR VEHICLE THEFT</th>
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<tbody>
<tr>
<td></td>
<td>92</td>
<td>84</td>
<td>98</td>
</tr>
</tbody>
</table>

PROPERTY CRIME COMPARISON (PER 1,000 RESIDENTS)

MY CHANCES OF BECOMING A VICTIM OF A PROPERTY CRIME

1 IN 125
1 IN 35
### Fares

| Adults (Regular Fare) / Adultos (tarifa regular) | $1.00  
| Elderly (60+) / Personas Envejecientes (60+) | $.50  
| Disabled / Discapacitados |  
| Veterans / Veteranos  
| Medicare  
| * With ID card / con ID valida |  
| Students / Estudiantes  
| * With ID card / con ID valida | 

### Children (under 7) / Niños (menos de 7)  
*Must be accompanied by an adult  
*Acompañado por un adulto  
*Not valid for round-trips or route of origin.  
*No valido para viajes redondos o rutas de origen.

Please have the exact fare amount when boarding the bus.  
Drivers do not carry change.  
Favor de tener la tarifa correcta cuando borde el autobús. Los chóferes no manejan cambio.

### 20-Ride Passes

| Adults (Regular Fare) / Adultos (tarifa regular) | $10.00  
| Elderly (60+) / Personas Envejecientes (60+) | $5.00  
| Disabled / Discapacitados  
| Veterans / Veteranos  
| Medicare  
| * With ID card / con ID valida |  
| Students / Estudiantes  
| * With ID card / con ID valida | 

### Schedules are subject to change without notice. LRGVDC makes every effort to adhere to published schedules, but bears no liability for a failure to do so. No service on the following holidays: New Year’s Day, Memorial Day, July 4th, Labor Day, Veteran’s Day, Thanksgiving, Christmas.

Los horarios son susceptibles a cambios sin aviso. LRGVDC hace cada esfuerzo de adherirse a los horarios publicados, pero no se hace responsable en caso de que no sea así. No hay servicio en los días feriados siguientes: Año Nuevo, El Día de los Caídos, 4 de julio, Día del Trabajo, Día de los Veteranos, Acción de gracias, Navidad.

### Valley Metro

510 S. Pleasantview Drive / Weslaco, Texas 78596  
www.lrgvdc.org

### Route / Ruta

44

La Feria/Santa Rosa/Combes

### Monday - Friday

**Lunes - Viernes**

| Serving Servicio a |  
| Dollar General - La Feria  
| La Feria Sports Complex  
| La Feria City Hall  
| El Centro Foods - La Feria  
| Santa Rosa High School  
| Santa Rosa City Hall  
| Combes City Hall  
| Combes Community Center  
| Texas Tropical Behavioral Health  
| Dollar General - Harlingen  
| Texas State Technical College  
| Valley International Airport  
| Texas State Technical College  
| Downtown Harlingen  
| VTC Bus Station |

### Transfers / Transbordos  
* Not valid for round-trips or route of origin.  
* No valido para viajes redondos o rutas de origen.

The bus will stop briefly at each of these locations on all trips. You may request to stop at other locations too.

El autobús parará brevemente en cada uno de estas localizaciones en todos los viajes. Usted puede pedir paradas en otras localizaciones también.

### LRGVDC operates a flexible system that allows passengers to request curbside pick-ups by calling 1-800-574-8322 at least one day in advance to make a reservation. The location of pick up and the destination must be within 1/2 mile of a route. The bus will leave the route, pick up the passenger, then return to the route to continue service.

LRGVDC opera un sistema flexible de ruta que permite a pasajeros solicitar una parada de autobús llamando al 1-800-574-8322 por lo menos un día en avance para hacer una reservación. La ubicación de recogida y el destino debe estar dentro ½ milla de una ruta. El autobús dejará la ruta, recogerá al pasajero, entonces regresará a la ruta para continuar el servicio.

### Information / Información

1-800-574-8322

ValleyMetroRGV@gmail.com

Facebook ValleyMet Twitter ValleyMetroRGV
### 2018 Declared Disaster Areas

**Counties Expiring after March 1, 2018**

Eligible under §11.9(d)(3) of the 2018 QAP

<table>
<thead>
<tr>
<th>County</th>
<th>County</th>
<th>County</th>
<th>County</th>
</tr>
</thead>
<tbody>
<tr>
<td>Angelina</td>
<td>Eastland</td>
<td>Karnes</td>
<td>Roberts</td>
</tr>
<tr>
<td>Aransas</td>
<td>Erath</td>
<td>Kerr</td>
<td>Robertson</td>
</tr>
<tr>
<td>Atascosa</td>
<td>Falls</td>
<td>Kleberg</td>
<td>Sabine</td>
</tr>
<tr>
<td>Austin</td>
<td>Fayette</td>
<td>Lavaca</td>
<td>San Augustine</td>
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<tr>
<td>Bandera</td>
<td>Fort Bend</td>
<td>Lee</td>
<td>San Jacinto</td>
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<tr>
<td>Bastrop</td>
<td>Galveston</td>
<td>Leon</td>
<td>San Patricio</td>
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<tr>
<td>Bee</td>
<td>Goliad</td>
<td>Liberty</td>
<td>Shelby</td>
</tr>
<tr>
<td>Bexar</td>
<td>Gonzales</td>
<td>Lipscomb</td>
<td>Smith</td>
</tr>
<tr>
<td>Bosque</td>
<td>Gray</td>
<td>Live Oak</td>
<td>Somervell</td>
</tr>
<tr>
<td>Brazoria</td>
<td>Gregg</td>
<td>Lubbock</td>
<td>Stephens</td>
</tr>
<tr>
<td>Brazos</td>
<td>Grimes</td>
<td>Madison</td>
<td>Travis</td>
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<tr>
<td>Brown</td>
<td>Guadalupe</td>
<td>Marion</td>
<td>Trinity</td>
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<tr>
<td>Burleson</td>
<td>Hardin</td>
<td>Matagorda</td>
<td>Tyler</td>
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<td>Caldwell</td>
<td>Harris</td>
<td>Milam</td>
<td>Van Zandt</td>
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<td>Montgomery</td>
<td>Victoria</td>
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<td>Hemphill</td>
<td>Newton</td>
<td>Walker</td>
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<td>Henderson</td>
<td>Nueces</td>
<td>Waller</td>
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<td>Ochiltree</td>
<td>Washington</td>
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<td>Orange</td>
<td>Wharton</td>
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<td>Coleman</td>
<td>Houston</td>
<td>Palo Pinto</td>
<td>Wheeler</td>
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<td>Jackson</td>
<td>Parker</td>
<td>Willacy</td>
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<td>Jasper</td>
<td>Polk</td>
<td>Wilson</td>
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<td>Comanche</td>
<td>Jefferson</td>
<td>Rains</td>
<td></td>
</tr>
<tr>
<td>DeWitt</td>
<td>Jim Wells</td>
<td>Refugio</td>
<td></td>
</tr>
</tbody>
</table>
2018 HTC
Full Application

Part 11
Site Information Form Part III

#18103
Zinnia Gardens Apartments
### 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>46 Lots</td>
<td>72 Lots</td>
<td>n/a</td>
<td>46 Lots</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:

Real Estate Contract is for the purchase of 46 residential lots. Those lots will be replatted into 72 lots which is reflected on the site plan. One of the 46 lots is not part of the site plan.

### 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>Charles B. Scott</td>
<td>C. Michael Scott</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>806 S. 77 Sunshine Strip</td>
<td>Harlingen</td>
<td>TX</td>
<td>78550</td>
<td>1984</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></td>
<td>N/A</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: 10/15/2018  
Anticipated Closing Date: 12/10/2018  
Title Commitment or Title Policy is included behind this tab (per §10.204(12)).

### 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.

---

**Self Score Total:** 121
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)
- **Rural Development (Competitive HTC only)**
- **Development is entirely Supportive Housing (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:

---
2018 HTC
Full Application

Part 12
Supporting Documentation for
the Site Information Form

Part III

#18103

Zinnia Gardens Apartments
### Support Documentation from Site Information Part III Should be Included Behind this Tab.

- **Site Control Documentation**
- **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.
REAL ESTATE CONTRACT

THIS REAL ESTATE CONTRACT (the Contract) is made by and between CHARLES B. SCOTT (hereinafter referred to as “Seller”) acting by and through my duly-authorized Attorney-in-Fact C. MICHAEL SCOTT and SOUTH TEXAS EMERGING MARKETS DEVELOPMENT FUND, INC., a Texas Non-profit Corporation (hereinafter referred to as “Buyer”) upon the terms and conditions set forth herein.

Article I
Sale and Purchase of Property

Seller hereby sells and agrees to convey, and Buyer hereby purchases and agrees to pay for that certain tract of land being Lots 2, 5, 6, 7 and 18 through 59, Oaks Subdivision, Willacy County, Texas together with all of Seller’s interest in undeveloped roads, easements and rights-of-way as shown on the plat of said Oaks Subdivision (Willacy County Appraisal District Account No. 00100-00-00000-002-00-0 / Property ID 181194) as more particularly described on Exhibit “A” attached hereto and made a part hereof, together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent roads or rights-of-way related to the property, (all of such real property, rights and appurtenances being collectively referred to as the “Property”), that are owned by Seller, for the consideration and upon and subject to the terms, provisions and conditions hereinafter set forth.

Article II
Purchase Price

2.1 Amount of Purchase Price. The Purchase Price for the Property to be paid by Buyer is TWO HUNDRED THOUSAND THREE HUNDRED NINETEEN AND 75/100THS DOLLARS ($200,319.75).

2.2 Payment of Purchase Price. The total Purchase Price shall be payable in cash or other good funds at closing.

Article III
Conditions to Buyer’s Obligations

3.1 Conditions to Buyer’s Obligations. The obligations of Buyer hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Buyer at or prior to the closing).

3.2 (a) Preliminary Title Report. Within fifteen (15) days after the effective date hereof, Buyer at Buyer’s sole cost and expense shall cause to be furnished to Buyer and Seller a current Owner’s Title Policy Binder (the Title Commitment), which Title Commitment shall be issued by SAN JACINTO TITLE SERVICES OF RIO GRANDE VALLEY, LLC, 520 Lawrence, Corpus Christi, Texas 78401, telephone 361-884-7582 and 714 E. Harrison, Harlingen, Texas 78550, telephone 956-428-1800, setting forth the state of the title of the Property and all exceptions thereto including the easements, restrictions, right-of-way, covenants, reservations and other conditions, if any, affecting the Property which would appear in an Owner’s Title Policy, if issued, together with copies of the documents evidencing such matters.
(b) **Survey Objections.** In the event any exceptions appear in such Title Commitment other than those especially permitted under the terms of this Contract which are unacceptable to Buyer, Buyer shall within ninety (90) days after receiving such Title Commitment, including all related documents described in subparagraph (a) above, notify Seller in writing of such facts. Seller shall then promptly undertake to eliminate or modify such unacceptable exceptions to the reasonable satisfaction of Buyer; provided, however, that Seller shall not be required to institute any suit to cure the title objections. If Buyer fails to notify Seller in strict accordance with this paragraph of such unacceptable exceptions, Buyer shall be conclusively deemed to have accepted such title as is shown in such Title Commitment. In the event Buyer chooses to terminate this Contract in accordance with this Section, this Contract shall thereupon be null and void for all purposes and the Earnest Money shall be returned to Buyer.

3.3 (a) **Survey.** Within ninety (90) days after Buyer's receipt of the Title Commitment, including all related documents described in Article 3.2 above, Buyer, at Buyer's cost and expense shall obtain and deliver one (1) blue-line original to the Seller and the Title Company of an on-the-ground survey prepared by ROBERT L. CLOSNER, JR., Texas RPLS 5983, P.O. Box 170, Mercedes, Texas, showing the Property, together with a corresponding legal description of the Property. The survey and description shall be prepared in a form acceptable to the Title Company for the purpose of deleting the standard permitted exception for discrepancies or shortages in area or conflicts in boundaries in the Owner's Policy of Title Insurance. The survey shall include the plotting and permanent location of all easements, rights-of-way, encroachments, improvements, fences, building set-back lines and other matters located on the ground. The survey shall fix, locate, stake and permanently monument all exterior boundary lines and corners of the Property. The surveyor or engineer shall additionally calculate and indicate on the survey the gross acreage of land contained within the boundaries of the Property. The surveyor or engineer shall additionally calculate and indicate on the survey the acreage within any easement, right-of-way or encroachment and the net acreage of land by subtracting such amount from the gross acreage. All such calculations shall be carried to four (4) decimal places. The surveyor or engineer shall also calculate and indicate on the survey the gross acreage of land within the boundaries of the Property, if any, that lies within the 100-year flood plan (as defined in 44 Code of Federal Regulations, Section 59.1), of a flood hazard zone or fault zone (herein collectively referred to as "Hazard Zone").

(b) **Survey Objections.** If the survey shows any matters that are reasonably objectionable to Buyer, Buyer shall so notify Seller of such survey objections within sixty (60) days from the date of the receipt of the survey. Seller hereby agrees to use reasonable diligence to correct such Survey Objections within thirty (30) days after receiving Buyer's notice in writing to do so; provided however, that Seller shall not be required to institute any suit to cure the Survey Objections. If the reasonable objections are not cured to Buyer's satisfaction, Buyer, at Buyer's option, may elect (a) to cancel this Contract, in which event the Earnest Money shall be returned to Buyer free and clear of all rights and claims by Seller with respect thereto, and neither Buyer nor Seller shall have any further rights or obligations under this Contract and this Contract shall terminate, or (b) to take title to the Property in its existing condition without reduction of the Purchase Price, and if Buyer does so elect, Seller shall deliver the title to the Property in such condition, subject to the Survey Objections. If Buyer fails to notify Seller of Survey Objections within the time period provided for in this Section, then Buyer shall be deemed to have waived any Survey Objections and the Property shall be purchased subject to the Survey Objections, without reduction of the Purchase Price.
(c) **Survey Gaps.** If the survey shows any boundary line of the Property as fronting on a street or roadway not to be identical with the right-of-way and such gap or vacancy is not owned by Seller, or if the survey shows any intervening easements, setbacks, or other area running parallel to such street or roadway, the terms of which easement do not freely permit Buyer to cross or pave the area covered by such easement, setback or other area, then the same shall constitute a Title Objection under this Contract. For purposes of this Section, the term "gap or vacancy" shall also include areas created by discrepancies or conflicts in boundaries, and actual or potential adverse or prescriptive rights of adjacent property owners. Any such gap or vacancy which is owned by Seller shall be conveyed as part of the Property under the terms and conditions of this Contract at no additional cost to Buyer.

3.4 **Feasibility Period.** (a) Buyer will be afforded the opportunity until 5:00 p.m. on April 15, 2018, (the Original Feasibility Period) to determine if the Property is suitable for Buyer's intended use in Buyer's sole and absolute discretion. Upon reasonable notice to Seller, Buyer is granted permission to enter upon the Property to conduct such tests and inspections as Buyer determines necessary. In the event Buyer determines that the Property is not suitable for Buyer's intended use, then Buyer may terminate the Contract and receive the Earnest Money deposited hereunder less FIVE HUNDRED DOLLARS ($500.00) which shall be paid to Seller as independent consideration for Buyer's right to terminate under this provision of the Contract, and the parties hereto shall not be further bound hereby. In the event of Buyer's termination of the Contract, Seller shall be entitled to a copy of the survey and any other reports obtained by Buyer. Buyer must deliver written notice of such termination to Seller and the Title Company within the time limit set forth herein or Buyer shall be conclusively presumed to have extended the Feasibility Period until 5:00 p.m. on June 15, 2018 (the First Extended Feasibility Period).

(b) In the event Buyer determines that the Property is not suitable for Buyer's intended use prior to the expiration of the First Extended Feasibility Period, then Buyer may terminate the Contract by written notice to Seller and the Title Company prior to such time. Upon Title Company's receipt of such notice of termination, Title Company shall disburse ONE THOUSAND DOLLARS ($1,000.00) of the Earnest Money to Seller as independent consideration for Buyer's right to terminate under this provision of the Contract and the remainder of the Earnest Money to Buyer and the parties shall not be further bound hereby. Buyer must deliver written notice of such termination to Seller and the Title Company within the time limit set forth herein or Buyer shall be conclusively presumed to have extended the Feasibility Period until 5:00 p.m. on August 15, 2018 (the Second Extended Feasibility Period).

(c) In the event Buyer determines that the Property is not suitable for Buyer's intended use prior to the expiration of the Second Extended Feasibility Period, then Buyer may terminate the Contract by written notice to Seller and the Title Company prior to such time. Upon Title Company's receipt of such notice of termination, Title Company shall disburse ONE THOUSAND FIVE HUNDRED DOLLARS ($1,500.00) of the Earnest Money to Seller as independent consideration for Buyer's right to terminate under this provision of the Contract and the remainder of the Earnest Money to Buyer and the parties shall not be further bound hereby. Buyer must deliver written notice of such termination to Seller and the Title Company within the time limit set forth herein or Buyer shall be conclusively presumed to have extended the Feasibility Period until 5:00 p.m. on October 15, 2018 (the Third Extended Feasibility Period).
(d) In the event Buyer determines that the Property is not suitable for Buyer’s intended use during the Third Extended Feasibility Period, then Buyer may terminate the Contract by written notice to Seller and the Title Company prior to such time. Upon Title Company’s receipt of such notice of termination, Title Company shall disburse all of the Earnest Money, being TWO THOUSAND FIVE HUNDRED DOLLARS ($2,500.00), to Seller as independent consideration for Buyer’s right to terminate under this provision of the Contract and the parties shall not be further bound hereby. Buyer must deliver written notice of such termination to Seller and the Title Company within the time limit set forth herein or Buyer shall be conclusively presumed to have waived this condition.

(e) During the Feasibility Period, whether original or extended, upon reasonable notice to Seller, Buyer and Buyer’s agents are granted permission to enter upon the Property to conduct such tests and inspections as Buyer determines necessary. Buyer agrees to indemnify and hold Seller, Seller’s employees, tenants, agents and any other person acting on behalf of Seller, harmless for, from and against any and all risks, costs (including attorney’s fees), liability and assertions of liability arising out of any action taken by Buyer or Buyer’s agents in relation to any inspections, tests, audits, studies or work performed under the authority hereof. After conducting any test that physically affects the condition of the Property, Buyer will restore the Property as nearly as practical to its condition prior to such test. The foregoing indemnity shall survive the termination of this Contract and the closing of the purchase of the Property.

3.5 Platting and Zoning. Seller shall cooperate with Buyer in re-platting or re-zoning, if necessary. Any such re-platting or re-zoning will be at Buyer’s cost. Any re-plat will not be recorded until closing. In the event that the Property is not currently zoned to allow a revised single family residential development and re-zoning is required, Seller shall seek permission from the City of Lyford and/or County of Cameron or the appropriate government authority for a zoning change such that Buyer will be able to develop and construct such revised single family residential development project on the Property. The re-zoning application shall request zoning to accommodate such revised single family residential development with such re-zoning to take effect on or before the Closing Date. The purchase of the Property is conditioned upon the Property being approved for re-platting and zoned for such revised single family development on or before the Closing Date. Notwithstanding any provision to the contrary contained in Article 3.4 above, in the event that Buyer is unable to obtain approval of any proposed re-platting necessary to accommodate such revised single family residential development prior to the Closing Date, Buyer shall be entitled to terminate this Contract upon written notice to Seller and the Title Company prior to the Closing Date. Upon Title Company’s receipt of such notice of termination, Title Company shall disburse FIVE HUNDRED DOLLARS ($500.00) of the Earnest Money to Seller as independent consideration for Buyer’s right to terminate under this provision of the Contract and the remainder of the Earnest Money to Buyer and the parties shall not be further bound hereby.

3.6 Full Compliance. Seller and Buyer shall have performed, observed and complied with all of the covenants, agreements and conditions required by this Contract to be performed, observed and complied with by them prior to or as of the closing.
Article IV
Representations and Warranties of Seller and Buyer

4.1 Warranties and Representations. Seller hereby warrants and represents to Buyer that to Seller's current, actual knowledge the following are true and correct in all material respects as of the date of execution and will be true and correct on the Closing date:

(a) There are no parties in possession of the Property other than a farm lease which expires on August 31, 2018, without right of renewal (the "Farm Lease"). Seller agrees not to take any action to extend the current farm lease without Buyer's prior written consent. Except as to the Farm Lease, there are no outstanding written or oral leases, easements and/or other types of agreement in any way affecting the Property that are not recorded in the Official Records of Willacy County, Texas. No person or entity has any right with respect to all or any portion of the Property (whether by option to purchase, easement, right of first refusal, contract or otherwise) that may prevent or interfere with Buyer taking title to, and exclusive possession of, all of the Property at Closing. Seller shall not enter into any new lease, easement or other contract with respect to the Property during the pendency of this Contract that is not terminable upon demand without Buyer's prior written consent, which may be given or withheld by Buyer in Buyer's sole and absolute discretion.

(b) There is no pending litigation or administrative or political proceeding which could adversely affect title or right of possession to the Property, or any part thereof, or which seeks to condemn any part of the Property, and no such litigation or proceeding is threatened.

(c) There are no judicial, quasi-judicial, administrative or other proceedings pending which might affect the validity of the present zoning of the Property.

(d) The Property has true and free access to and from public streets or roads.

(e) There are no unrecorded liens burdening the Property or any Uniform Commercial Code Liens against the property which will not be released at Closing.

(f) There are no wells or underground storage tanks on the Property. The Property has not been used for the storage, production, transportation or disposal of any toxic substance, pollutants or contaminants on or in the Property.

(g) The Property is not located in a Texas Agricultural Development District.

(h) Notice Regarding Underground Storage Tanks. Buyer acknowledges receipt of the foregoing notice prior to the execution of this Contract: Seller does not know or have any knowledge pertaining to underground storage tank(s) which are included in this conveyance and presumed to be regulated by the Texas Commission on Environmental Quality and may be subject to certain registration, compliance self-certification, construction notification, and other requirements found in Title 30 Texas Administrative Code, Chapter 334.

(i) Notice Regarding Deed Restrictions. Buyer acknowledges receipt of the foregoing notice prior to the execution of this Contract: The Property sold under this Contract is not subject to deed restrictions for which any municipality is authorized to enforce.
(j) **Notice of Potential Annexation.** Buyer acknowledges receipt of the foregoing notice prior to the execution of this Contract: If the Property being sold under this Contract is located outside the limits of a municipality, the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality’s extraterritorial jurisdiction or is likely to be located within a municipality’s extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.

(k) **Notice Regarding Certified Water or Sewer Area.** Buyer acknowledges receipt of the foregoing notice prior to the execution of this Contract: The Property being sold under this Contract may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If the Property is located in a certificated area there may be special costs or charges that Buyer will be required to pay before Buyer can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to the Property. Buyer is advised to determine if the Property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to the Property.

(l) **Notice of Public Improvements District.** Buyer acknowledges receipt of the foregoing notice prior to the execution of this Contract: If the Property is in a public improvement district, Buyer is obligated to pay an assessment to a municipality or county for an improvement project undertaken by a public improvement district under Chapter 372, Local Government Code. The assessment may be due annually or in periodic installments. More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the municipality or county levying the assessment.


(n) **DISCLOSURE OF LOCATION OF CONDITIONS UNDER SURFACE PURSUANT TO SECTION 5.013 OF THE TEXAS PROPERTY CODE.** SELLER HEREBY INFORMS PURCHASER THAT TO SELLER’S KNOWLEDGE AND BELIEF (BUT WITHOUT ANY INDEPENDENT INVESTIGATION OR INQUIRY, OTHER THAN SELLER’S REVIEW OF TITLE TO THE LAND IN CONNECTION WITH ITS PURCHASE THEREOF), THERE ARE NO TRANSPORTATION PIPELINES ON, UNDER OR ACROSS THE LAND, EXCEPT AS MAY BE
DISCLOSED IN THE TITLE COMMITMENT AND SURVEY FURNISHED TO PURCHASER
HEREUNDER.

4.2 Effective at Closing. If any representation is untrue on the Closing Date, this
Contract may be terminated by Buyer as Buyer's sole remedy or Buyer may waive such and proceed
to Closing.

4.3 Survival of Closing. All representations contained in this Contract shall survive
closing except as otherwise specifically provided herein.

Article V
Closing

5.1 Time and Place. Closing of the sale shall be on or before thirty (30) days after the
expiration of the Feasibility Period, original or extended as provided above, or within seven (7) days
after objections to title have been cured, whichever date is later, (the Closing Date). If either party
fails to close this sale by the Closing Date, the non-defaulting party shall be entitled to exercise the
remedies contained herein. Closing shall take place on or before the Closing Date at a time and place
to be agreed upon by the parties.

5.2 Seller's Obligations at Closing. At closing, Seller shall deliver or cause to be
delivered to Buyer the following:

(a) A General Warranty Deed (hereinafter referred to as the "Deed"), fully
executed and acknowledged by Seller, in form satisfactory to Buyer, conveying to Buyer good and
indefeasible fee simple title to the Property, subject only to the Permitted Exceptions, which shall be
those matters, if any, shown on the survey or listed as exceptions in the Title Commitment which are
not removed or cured in the manner provided for herein (referred to as the "Permitted Exceptions").

(b) A Texas Standard Form of Owner's Policy of Title Insurance, as prescribed
by the Texas State Board of Insurance (herein referred to as the "Owner's Policy"), dated as of the
Closing Date and issued by the Title company, insuring Buyer's fee simple title to the Property in the
full amount of the Purchase Price, subject only to the Permitted Exceptions and the following
matters:

(1) The standard printed exceptions provided for in the standard form of
Owner's Policy of Title Insurance; provided, however, that the Owner's Policy shall not contain any
exceptions for the following: (i) any liens of any kind other than those approved by Buyer as
provided for in this Contract or (ii) restrictions, easements, encroachments or exceptions other than
those approved by Buyer as provided for in this Contract;

(2) Any exception of lien for taxes shall be limited to taxes for the year of
Closing not yet due and payable, and subsequent assessments for the current and prior years due to
change of use, ownership or both;

(3) Any exception for restrictions shall be endorsed "None of Record,"
other than applicable zoning and building regulations and any restrictive covenants that may be a
Permitted Exception hereunder; and
(4) Any liens, easements, reservations, covenants or conditions required to be granted or placed of record against the Property by Buyer and Seller so as to comply with other terms and/or provisions of this Contract.

(d) An affidavit, sufficient under Treasury Regulations to release Buyer from Buyer's obligation to withhold a portion of the Purchase Price under Section 1445 of the Internal Revenue code of 1954, as amended.

(e) Possession of the Property subject to the Farm Lease if closed before August 31, 2018, but not subject to the Farm Lease or any other lease if closed after August 31, 2018.

5.3 Buyer's Obligations at Closing. At closing Buyer shall deliver to Seller or cause to be delivered to Seller the Purchase Price in cash or other good funds.

5.4 Taxes, Rents and Other Charges. General real estate taxes for the then current year, rents and other charges relating to the Property shall be prorated as of the closing date and shall be adjusted in cash at the closing. If the closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation.

If this sale or Buyer's use of the Property after Closing results in the assessment of additional taxes for periods prior to Closing, the additional taxes shall be the obligation of Buyer. If Seller's change in use of the Property prior to Closing or denial of a special use valuation on the Property claimed by Seller results in the assessment of additional taxes for periods prior to Closing, the additional taxes shall be the obligation of Seller. Obligations imposed by this paragraph shall survive Closing.

5.5 Costs of Sale. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(a) Owner's Title Policy with survey deletion paid by Buyer provided however that Seller is responsible for the cost of any title curative requirements related to the issuance of such Owner's Title Policy,

(b) Filing fees for Deed and any loan documents paid by Buyer,

(c) Attorney's fees to be paid by the party by whom incurred, and

(d) All costs related to any survey, loan, inspections, additional title policy endorsements and/or studies paid by Buyer.

Article VI
Escrrow Deposit

6.1 Amount and Escrow Agent. For the purpose of securing the performance of Buyer under the terms and provisions of this agreement, within three (3) business days of final upon execution by both parties, Buyer shall deliver to SAN JACINTO TITLE SERVICES OF RIO GRANDE VALLEY, LLC, 520 Lawrence, Corpus Christi, Texas 78401, telephone 361-884-7582, either directly or in association with its Harlingen Office located at 1714 E. Harrison, Harlingen,
Texas 78550, telephone 956-428-1800, Escrow Agent, the sum of TWO THOUSAND FIVE HUNDRED DOLLARS ($2,500.00). At the closing, the Earnest Money shall be paid over to Seller and applied to the cash portion of the purchase price. It is understood and agreed by the parties hereto that the Earnest Money shall be deposited by Escrow Agent in a non-interest-bearing account.

6.2 Escrow Agent Status. The Earnest Money is deposited with Escrow Agent with the understanding that Escrow Agent (a) is not a party to this Contract and does not assume or have any liability for performance or non-performance of any signatory; (b) has the right to require from all signatories a written release of liability of the Escrow Agent which authorizes the disbursement of the Earnest Money; (c) is not liable for interest or other charge on the funds held; and (d) is not liable for any losses of the Earnest Money caused by the failure of any banking institution in which such funds have been deposited, unless such banking institution is acting as Escrow Agent. If any signatory unreasonably fails to deliver promptly the documents described in (b) above, then such signatory shall be liable to the other signatories as provided herein. At closing, the Earnest Money shall be applied first to any cash down payment required, then to Buyer's closing costs and any excess refunded to Buyer. Any refund or payment of the Earnest Money under this Contract shall be reduced by the amount of any actual expenses incurred on behalf of the party receiving the Earnest Money, and Escrow Agent will pay the same to the creditors entitled thereto.

Article VII
Breach by Seller

IF SELLER FAILS TO PERFORM IN ACCORDANCE WITH THE TERMS OF THIS CONTRACT, OR OTHERWISE BREACHES ANY OF THE TERMS, COVENANTS, AGREEMENTS, REPRESENTATION OR WARRANTIES CONTAINED IN THIS CONTRACT, THEN (I) BUYER MAY TERMINATE THIS CONTRACT BY DELIVERING WRITTEN NOTICE THEREOF TO SELLER, WHEREUPON THE EARNEST MONEY, LESS $100.00 WHICH SHALL BE DELIVERED TO SELLER AS INDEPENDENT CONSIDERATION FOR BUYER'S RIGHT TO TERMINATE UNDER ARTICLE III, SHALL BE IMMEDIATELY REFUNDED AND RETURNED TO BUYER WITHOUT THE NEED FOR SELLER'S CONSENT, AND SELLER SHALL REIMBURSE BUYER FOR ALL REASONABLE OUT-OF-POCKET EXPENSES AND COSTS INCURRED BY BUYER IN CONNECTION WITH ITS EFFORTS TO PURCHASE AND FINANCE THE PROPERTY; OR (II) BUYER MAY ENFORCE THE TERMS AND CONDITIONS OF THIS CONTRACT AND EXERCISE ANY RIGHTS AND REMEDIES AVAILABLE TO BUYER, AT LAW AND IN EQUITY, INCLUDING WITHOUT LIMITATION AN ACTION FOR DAMAGES AND/OR SPECIFIC PERFORMANCE OF THIS CONTRACT.

Article VIII
Breach by Buyer

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

Article IX
Brokerage Commission

Seller and Buyer represent to each other that there are no brokers involved in this transaction. Neither party has incurred any obligation to pay brokerage commissions in connection with this purchase. Seller and Buyer agree to indemnify and hold each other harmless from payment of any brokerage commissions claimed to be owing to third parties based on an agreement or alleged agreement between such third party or parties and the indemnifying party.

Article X
Miscellaneous

10.1 Assignment. This Contract may be assigned by Buyer without the prior written consent of Seller. Upon Buyer providing Seller with written notice of any such assignment, Buyer shall thereafter be released from all obligations under this Contract.

10.2 Survival of Covenants. Any of the representations, warranties, covenants and agreements of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the closing of the transactions contemplated hereby shall survive the closing and shall not be merged therein.

10.3 Notice. Any notice, demand or request permitted, required or desired to be given in connection with this Contract shall be in writing and shall be deemed effective if hand delivered or sent by United States certified or registered mail, return receipt requested, postage prepaid, or sent by private, receipted courier guaranteeing same-day or next-day delivery, addressed as follows:

if to Seller: Mr. Charles B. Scott
1210 Walkers Way
San Antonio, TX 78216
Phone: ____________________________
Fax: ______________________________
Email: ____________________________

with copy to: Mr. C. Michael Scott
806 S. 77 Sunshine Strip
Harlingen, TX 78550
Phone: 956-367-0011
Email: mscott@fcbtx.com

if to Buyer: South Texas Emerging Markets Development Fund, Inc.
Attn: Sunny K. Philip, Executive Director
P.O. Box 359
La Feria, TX 78559-0359
Tel: 956-797-2324
Fax: 956-277-0242
E-mail: skphillip@stemdf.org

with copy to: Mr. Richard S. Talbert
Attorney at Law
612 S. Texas
Weslaco, TX 78596-6222
Tel: 956-968-1578
Fax: 956-968-0698
E-mail: rstlaw@bizrgv.rr.com

If mailed in accordance with this section, such notices shall be deemed effective on the date actually received at the addressee's office or on the third (3rd) day after deposit in the U.S. Mail, whichever is earlier. Notices delivered by any other means shall be effective upon receipt by the addressee named therein.

10.4 Texas Law to Apply. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Willacy County, Texas.

10.5 Parties Bound. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

10.6 Legal Construction. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. Each party acknowledges that both parties have had the opportunity to be represented by counsel, that the terms of this Contract were negotiated between the parties and that this Contract will be construed as having been drafted equally by both parties.

10.7 Prior Agreements Superseded. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

10.8 Attorney's Fees. Any signatory to this Contract who is the prevailing party in any legal proceeding against any other signatory brought under or with relation to this Contract or transaction shall be entitled to recover reasonable and necessary attorney's fees from the non-prevailing party.

10.9 Time of Essence. Time is of the essence of this Contract.
10.10 **Gender and Number.** Words of any gender used in this Contract shall be held and construed to include any other gender; and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

10.11 **Headings.** The headings above the various provisions of this Contract have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this Contract.

10.12 **Compliance.** In accordance with the requirements of Section 28 of the Texas Real Estate License Act, Buyer is hereby advised that it should be furnished with or obtain a policy of title insurance or should have the abstract covering the Property examined by an attorney of its own selection.

10.13 **Agreement to Mediate.** The parties to the Contract agree to negotiate in good faith in an effort to resolve any dispute related to the Contract that may arise between the parties. If the dispute cannot be resolved by negotiation, the parties to the dispute shall submit the dispute to mediation before resorting to litigation. This Agreement for Mediation will survive closing. If the need for mediation arises, the parties to the dispute shall choose a mutually acceptable mediator and shall share the cost of mediation services equally.

NOTE: Mediation is a voluntary dispute resolution process in which the parties to the dispute meet with an impartial person, called a mediator, who would help to resolve the dispute informally and confidentially. Mediators facilitate the resolution of disputes but cannot impose binding decisions. The parties to the dispute must agree before any settlement is binding.

10.14 **Facsimile/Electronic Signatures Approved.** The parties agree that signature and return of a facsimile or electronic version of the Contract to the other party shall be deemed as an original signature and be binding upon all parties.

10.15 **Effective Date.** The term “Effective Date” means the date this Contract is executed by both Seller and Buyer as indicated by the signature dates set forth below.

EXECUTED by Seller this ___ day of January, 2018.

CHARELS B. SCOTT acting by and through my duly-authorized Attorney-in Fact C. MICHAEL SCOTT
EXECUTED by Buyer this 6th day of January, 2018.

SOUTH TEXAS EMERGING MARKETS DEVELOPMENT FUND, INC.

By: ____________________________
   SUNNY K. PHILIP, Executive Director

ESCROW AGENT'S RECEIPT

SAN JACINTO TITLE SERVICES OF RIO GRANDE VALLEY, LLC, hereby acknowledges receipt of a check in the sum of TWO THOUSAND FIVE HUNDRED DOLLARS ($2,500.00) and agrees to hold said sum under the terms and conditions as set forth in the Real Estate Contract to which this Receipt is attached.

DATED this the 9th day of January, 2018.

SAN JACINTO TITLE SERVICES OF RIO GRANDE VALLEY, LLC

By: ____________________________
   Omar Gonzalez

Printed Name: Omar Gonzalez
SOUTH TEXAS COLLABORATIVE
FOR HOUSING DEVELOPMENT, INC.
(956) 797-2324
115 E. COMMERCIAL AVE.
LA FERIA, TX 78559

Pay to the order of San Jacinto Title Services of Rio Grande Valley $2,500.00
two thousand five hundred dollars and no cents

BBVA COMPASS BANK
TEXAS
WWW.BBVACOMPASS.COM

For Lyford property Escrowed

Date 01/08/2018

[Signature]
Commitment for Title Insurance (Form T-7)
Schedule A

Issued By
NORTH AMERICAN TITLE INSURANCE COMPANY

Effective Date: February 19, 2018
Commitment No. 182205657, issued February 27, 2018, 12:00 AM

1. The policy or policies to be issued are:
   a. OWNER'S POLICY OF TITLE INSURANCE (Form T-1)
      (Not applicable for improved one-to-four family residential real estate)
      Policy Amount:
      PROPOSED INSURED:
   b. TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE
      ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)
      Policy Amount: $200,319.75
      PROPOSED INSURED: South Texas Emerging Markets Development Fund, Inc., a Texas non-profit corporation
   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:
   C.B. SCOTT

TITLE VIA:

Warranty Deed dated December 30, 1976, executed by Texas Lumber Company to Jack Scott and C.B. Scott, recorded in Volume 121, Page 465, Deed Records, Willacy County, Texas.

4. Legal description of land:
   Lots Two (2), Five (5), Six (6), Seven (7) and Lots Eighteen (18) thru Fifty Nine (59), OAKS SUBDIVISION, Willacy County, Texas, as per map or plat recorded in Volume 2, Page 71, Map Records of Willacy County, Texas, to which reference is hereby made for all pertinent purposes.

San Jacinto Title Services of Texas, LLC

Authorized Signatory

Effective Date: February 19, 2018
SCHEDULE B

Commitment No.: 182205657  
GF No.: 182205657

EXCEPTIONS FROM COVERAGE

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

1. The following restrictive covenants of record itemized below:
   
   This exception is hereby deleted in its entirety.
   
   (Omitting any covenant or restriction based on race, color, religion, sex, disability, handicap, familial status or national origin.)

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

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

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

   (Applies to the Owner's Policy only.)

5. Standby fees, taxes and assessments by any taxing authority for the year 2016, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short form Residential Loan Policy (T-2R) is issued, that policy will substitute “which become due and payable subsequent to Date of Policy” in lieu of “for the year 2015, and subsequent years.”)

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

Effective Date: February 19, 2018
7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)

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

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

10. The following matters and all terms of the documents creating or offering evidence of the matters:
   e. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, dated October 2, 1979, recorded in Volume 52, Page 173, of the Oil and Gas Records of Willacy County, Texas. Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to the ownership or holder of such interest(s).
   f. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, dated October 2, 1979, recorded in Volume 52, Page 176, of the Oil and Gas Records of Willacy County, Texas. Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to the ownership or holder of such interest(s).

Effective Date: February 19, 2018
g. Any visible and apparent unrecorded easements on the insured property. (Owner's Policy Only)

h. Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument dated September 21, 1971, recorded September 27, 1971 at Volume 101, Page 16, of the Deed Records of Willacy County, Texas. Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to the ownership or holder of such interest(s).

i. Right of parties in possession. (Owner's Policy Only)

j. Rights of the Public in and to any portion of subject property lying within a public road. (To be deleted upon receipt and review of a current on the ground survey, eliminating portion, if any, from metes and bounds description).

k. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land. (NOTE: Upon receipt of a survey acceptable to the Company, this exception will be deleted. Company reserves the right to add additional exceptions per its examination of said survey.)

l. 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.

m. Building, Zoning, Platting and/or Regulatory Laws and/or Ordinances of any Municipal and/or other Governmental Authority.

n. Easements, building setbacks and reservations as shown according to the map or plat thereof recorded in Volume 2, Page 71, Map Records of Hidalgo County, Texas.
SCHEDULE C

Commitment No.: 182205657
GF No.: 182205657

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

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

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

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

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

5. If a power of attorney is to be used in this transaction, furnish a true and correct copy in recordable form, for review and approval prior to executing any documents.

   The Company reserves the right to add additional items or make further requirements after review of the requested documentation. The Company may require that the attorney-in-fact named in the power of attorney execute an affidavit stating that the power of attorney has not been revoked and that he/she has no knowledge or information regarding the death or incapacity of the principal therein.

6. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

7. The Company must be furnished with a marital affidavit from each record owner from the date of his/her acquisition of subject property to the present time. The spouse of each record owner must join in any conveyance of subject property.

Effective Date: February 19, 2018
8. Before issuing its policy of title insurance, the Company will require evidence, satisfactory to the Company, that

Corporation name: SOUTH TEXAS EMERGING MARKETS DEVELOPMENT FUND, INC., A TEXAS NON-PROFIT CORPORATION

a) is validly formed on the date when the documents in this transaction are to be signed;

b) is in good standing and authorized to do business in the state or country where the corporation was formed; and

c) has complied with the “doing business” laws of the State of Texas.

9. The Company will require the following documents for review prior to the issuance of any title assurance predicated upon a conveyance or encumbrance by the corporation named below.

Name of Corporation: SOUTH TEXAS EMERGING MARKETS DEVELOPMENT FUND, INC., A TEXAS NON-PROFIT CORPORATION

a) A Copy of the corporation By-laws and Articles of Incorporation

b) An original or certified copy of a resolution authorizing the transaction contemplated herein.

c) If the Articles and/or By-laws require approval by a ‘parent’ organization, a copy of the Articles and By-laws of the parent.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

10. Company requests receipt of closing/lender’s package 24 hours prior to closing.

11. Any matters revealed by current, on the ground as-built survey.

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

13. Company reserves the right to revise this commitment and/or to make additional requirements at any time prior to the closing of this transaction.

14. Any lien or liens created in the instruments of conveyance or any security instruments executed in

Effective Date: February 19, 2018
connection with the transaction to be insured will appear as an exception under Schedule B of the policy to be issued and/or as the lien to be insured under Schedule "A" of the Mortgagee Title Policy to be issued, all of which instruments will be subject to the approval of the company and the wording of the exception in the policy to be issued will be based upon the terms of the instruments.

15. The conveyance by sellers must be by a "GENERAL WARRANTY DEED" unless approved by company in advance.

16. CLOSING INSTRUCTIONS AND CLOSING PACKAGE MUST BE RECEIVED IN OUR OFFICE 24 HOURS PRIOR TO CLOSING. IF THIS REQUIREMENT IS NOT MET, SAN JACINTO TITLE SERVICES CANNOT GUARANTEE THE DATE AND TIME OF CLOSING.

17. NOTE: This file must be updated within 24 hours prior to Closing.

18. Building, zoning, platting and/or Regulatory Ordinances of the City of Lyford and/or Willacy County.

19. Company must be furnished a properly executed Affidavit of Debts and Liens executed by the Seller, if a sale or by the Borrower, if a loan only.

20. If the area and boundary exception is to be amended to show only "shortages in area", Company must be furnished with a survey showing a plat and containing the correct description of the subject property made by a Licensed Public Surveyor of the State of Texas, acceptable to this Title Company.

21. NOTICE: Title Company is unwilling to issue the Title Policy without the mineral exception(s) set out in Schedule B hereof. Optional Endorsements (T19.2 and T19.3) insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase. Neither this Policy, nor the optional endorsements, insure that the purchaser has title to the mineral rights related to the surface estate. The promulgated for each endorsement is $50 on an Owners Title Policy and $0 charge on a Loan Policy.

22. Company must be furnished with a properly executed waiver of inspection, executed by the purchaser(purchaser Policy Only).

Effective Date: February 19, 2018
SCHEDULE C
(Continued)

23. Notice to all buyers, sellers, borrowers, lenders and all parties interested in the transaction covered by this commitment:

Effective September 26, 1988, the State Board of Insurance has adopted Procedural Rule P-27 (as amended) which requires that "Good Funds" be received and deposited before a Title Agency may disburse from its trust fund account.

"Good Funds" means:

1. Cash or wire transfers;
2. Certified checks, cashier's checks and teller's checks, as further described in definition "g" of this rule;
3. Uncertified funds in amounts less than $1,500.00 including checks, traveler's checks, money orders, and negotiable orders of withdrawal, provided multiple items shall not be used to avoid the $1,500.00 limitation;
4. Uncertified funds in the amounts of $1,500.00 or more, drafts and any other item when collected by the financial institution;
5. State of Texas warrants;
6. United States Treasury checks;
7. Checks drawn on a bank or savings and loan association insured by the FDIC or FSLIC and for which a transaction code has been issued pursuant to, and in compliance with, such bank or savings and loan association;
8. Checks by City and County Governments located in the State of Texas.

24. Except in an exempt transaction, the Company must be furnished with Seller's Social Security Number or Tax Identification Number and all other information necessary to complete IRS Form 1099-S.

25. Beginning January 1, 2004, all deeds, mortgages, and deeds of trust must include the following Notice on the front page of the document: "NOTICE OF CONFIDENTIALITY RIGHTS: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: Your Social Security Number or your Driver's License."

26. Company requires that notary seals contained in any document executed on or after January 1, 2016, must include the notary's identification number as required by Texas Government Code §406.013 when the notary public is either (1) a new notary appointee or (2) an existing notary appointee whose appointment has been renewed on or after January 1, 2016.

27. The Company may make other requirements or exceptions upon its review of any requested documentation or of the proposed documents creating the estate or interest to be insured or otherwise ascertaining details of the transaction. Company reserves the right to revise this commitment and/or to make additional requirements or corrections at any time prior to the closing of this transaction. Any defect, lien or other matters that may affect title to the land or interest insured, that arises or is filed after the effective date of this commitment.

Effective Date: February 19, 2018
Pursuant to the requirements of Rule P-21, Basic Manual of Rules, Rates and Forms for the writing of Title Insurance in the State of Texas, the following disclosures are made:

1. The following individuals are directors and/or officers of NORTH AMERICAN TITLE INSURANCE COMPANY:

   **Officers (with Titles)/Directors:** Emilio Fernandez, President, Director; Clotilde Keller, Chief Financial Officer, Senior Vice President, Assistant Secretary, Director; Thomas J. Fischer, Director; Valerie Jahn Grandin, Executive Vice President, Chief Underwriting Counsel; Margery Q. Lee, Executive Vice President; Geoffrey B. Ginn, Senior Vice President, Independent Agency; Donnis L. Benson, Vice President, Treasurer; Beverly S. Akins, Vice President, Agency Operations Manager; Virginia Abiassi, Vice President, Regional Underwriting Counsel; Elizabeth Wallace, Assistant Secretary; Alison Hale, Assistant Secretary; Kaye Yates, Assistant Secretary

   **North American Title Insurance Company**, a California corporation, is a wholly owned subsidiary of North American Asset Development Corporation, a California corporation, which is a wholly owned subsidiary of North American Title Group, Inc., a Florida corporation which is a wholly-owned subsidiary of Lennar Financial Services, Inc., a Florida corporation. Lennar Financial Services, Inc. is a wholly owned subsidiary of Lennar Corporation, a Delaware corporation, whose securities are publicly traded on the New York Stock Exchange.

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

   (A) The name of each shareholder, owner, partner or other persons having, owing or controlling one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium are as follows: Corpus Holdings, LP

   (B) Each shareholder, owner, partner or other person having, owning or controlling ten percent (10%) or more of an entity that has, owns or controls one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium are as follows: Corpus Holdings, LP is owned by E. Brent Bottom and Stephanie H. Bottom.

   (C) The following persons are officers and directors of the Title Insurance Agent:

   E. Brent Bottom, Chief Executive Officer
   Stephanie H. Bottom, Vice President
   E. Brendon Bottom, Vice President
   Mark Scott, President Coastal Bend Region
   Shelly Cristan-Grahmann, Vice President
   Channing Slusher, Vice President
   Lynn Leising, Vice President
   Nancy Massaro, Vice President / Administration
   Pam Mosley, Vice President
   Gracie P. Herrera, Vice President / Comptroller
   Jason B. Smith, Vice President

3. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you.

   Effective Date: February 19, 2018
Additionally, the name of any person, firm or corporation receiving any sum from the settlement of this transaction will be disclosed on the closing or settlement statement.

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

<table>
<thead>
<tr>
<th>Owner's Policy</th>
<th>$</th>
<th>1,431.00</th>
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<tbody>
<tr>
<td><strong>Total</strong></td>
<td>$</td>
<td>1,431.00</td>
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</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Amount</th>
<th>To Whom</th>
<th>For Services</th>
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<tbody>
<tr>
<td>$</td>
<td>Services Rendered</td>
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</table>

*The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance.

This commitment is invalid unless the insuring provisions and Schedules A, B, and C are attached.

Effective Date: February 19, 2018
2018 HTC
Full Application

Part 13
Multiple Site Information Form

#18103
Zinnia Gardens Apartments
## Multiple Site Information Form

This exhibit is required if a development site is assembled by aggregating noncontiguous tracts conveyed by one contract, or tracts conveyed by more than one contract whether contiguous or not. For each contract, list the address, legal description and acreage of each tract. The sum of the acreages must equal or exceed the acreage of the corresponding site plan(s) before dedications and other foreseeable reductions. Provide a reconciliation of any discrepancy (dedications, takings, reserves for other uses, etc.). **Behind this form, provide a plat of the acquisitions that correspond to each distinct development site. The plat should state the dimensions of each tract and identify the address, legal description and acreage. If the development site boundaries do not match the boundaries of the platted acquisitions, provide an overlay plat of the development site.**

<table>
<thead>
<tr>
<th>Contract Number</th>
<th>Census Tract</th>
<th>Acreage</th>
<th>Date of Sale</th>
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### Street Address

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<tr>
<th>Contact Name for Seller</th>
<th>Name of Seller Entity</th>
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*Only list if owner has owned <36 mos.*

### Contact Name for Previous Seller

<table>
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<th>Name of Previous Seller Entity</th>
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### Seller Address

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<tr>
<th>City</th>
<th>State</th>
<th>Zip</th>
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### Did the seller acquire the property through foreclosure or deed in lieu of foreclosure? |

### Is the seller affiliated with the Applicant, Principal, sponsor, or Development Team? |

If yes above, describe relationship:

### Contract includes more than one tract/lot. Address, legal description, and acreage are below.

<table>
<thead>
<tr>
<th>Address</th>
<th>Abbreviated Legal</th>
<th>Acres</th>
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If a revised form is submitted, date of submission: [Not Applicable]
Not Applicable
### Form Sections

#### Section 1
- **Contract Number**
- **Census Tract**
- **Acreage**
- **Date of Sale**

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<th>Street Address</th>
<th>City</th>
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<td><strong>Only list if owner has owned &lt;36 mos.</strong></td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Contact Name for Previous Seller</th>
<th>Name of Previous Seller Entity</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Seller Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
</tr>
</thead>
</table>

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

Is the seller affiliated with the Applicant, Principal, sponsor, or Development Team? [ ]

If yes above, describe relationship: [ ]

[ ] Contract includes more than one tract/lot. Address, legal description, and acreage are below.

<table>
<thead>
<tr>
<th>a. Address</th>
<th>Abbreviated Legal</th>
<th>Acres</th>
</tr>
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<tbody>
<tr>
<td>b. Address</td>
<td>Abbreviated Legal</td>
<td>Acres</td>
</tr>
<tr>
<td>c. Address</td>
<td>Abbreviated Legal</td>
<td>Acres</td>
</tr>
</tbody>
</table>

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

(rows 135-433 are hidden. Unhide to use additional cells; items beyond the number provided can be created by using the copy/paste function below the available tables.)
2018 HTC
Full Application

Part 14
Elected Officials

#18103
Zinnia Gardens Apartments
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>
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<tr>
<th>State Senator</th>
<th>District</th>
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<table>
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<th>State Representative</th>
<th>District</th>
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| Support Letter |          |
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<tr>
<th>City Mayor</th>
<th>County Judge</th>
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<tr>
<th>School Superintendent</th>
<th>District Name</th>
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<tr>
<th>Presiding officer of Board of Trustees</th>
<th>Email</th>
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** While Applicants are not required to notify US Representatives, the Department is required to notify them. Therefore, Applicant must identify the appropriate US Representative of the district containing the Development.
<table>
<thead>
<tr>
<th>District/Precinct</th>
<th>Email or Phone</th>
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<tr>
<td>District/Precinct</td>
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</tbody>
</table>
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>Name of Organization</th>
<th>Contact Name</th>
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</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Address</td>
<td>City</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Zip</td>
<td>Phone</td>
</tr>
<tr>
<td></td>
<td>Fax or Email</td>
</tr>
</tbody>
</table>

1. Name of Organization | Contact Name
Address | City
Zip | Phone
Fax or Email

2. Name of Organization | Contact Name
Address | City
Zip | Phone
Fax or Email

3. Name of Organization | Contact Name
Address | City
Zip | Phone
Fax or Email

4. Name of Organization | Contact Name
Address | City
Zip | Phone
Fax or Email

5. Name of Organization | Contact Name
Address | City
Zip | Phone
Fax or Email

Identify all Neighborhood Organizations on record with the county or Texas Secretary of State as of the beginning of the Application Acceptance Period whose boundaries include the Development Site.
<table>
<thead>
<tr>
<th>#</th>
<th>Name of Organization</th>
<th>Contact Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
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<td>10</td>
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<tr>
<td>11</td>
<td></td>
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</tr>
</tbody>
</table>
2018 HTC
Full Application

Part 16
Certification of Notifications

#18103
Zinnia Gardens Apartments
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]

Sunny K. Philip
Printed Name

2/24/2018
Date
CERTIFICATION OF NOTIFICATIONS (continued)

Texas
Notary Public, State of

Cameron
County of

10/7/2019
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 24 day of February, 2018

[Signature]
Notary Public Signature

[Stamp]
ALMA MARTINEZ
Notary Public, State of Texas
My Commission Expires
October 07, 2019
2018 HTC
Full Application
Part 18
Development Activities
#18103
Zinnia Gardens Apartments
2018 HTC
Full Application

Part 19
Development Activities

#18103
Zinnia Gardens Apartments
2018 HTC
Full Application

Part 20
Existing Development Information

#18103
Zinnia Gardens Apartments
1. **At-Risk Set-Aside (Competitive HTC Applications Only) [§11.5(3)]**

   Qualification: Must meet the requirements of an At-Risk Development in §11.5(3) of the Qualified Allocation Plan. Documentation must be submitted behind this tab showing that the Development meets the requirements of Texas Government Code §2306.6702(a)(5) and §11.5(3) of the 2017 Qualified Allocation Plan.

   **PART A: DOCUMENTATION MUST SHOW THAT THE SUBSIDY OR BENEFIT IS FROM ONE OF THE FOLLOWING APPROVED PROGRAMS (mark all that apply):**
   - Sections 221(d)(3) and (5), National Housing Act (12 U.S.C. Section 1715l)
   - Section 236, National Housing Act (12 U.S.C. Section 1715z-1)
   - Section 202, Housing Act of 1959 (12 U.S.C. Section 1701q)
   - Section 101, Housing and Urban Development Act of 1965 (12 U.S.C. Section 1701s)
   - The Section 8 Additional Assistance Program for housing developments with HUD-Insured and HUD-Held Mortgages administered by the U.S. Department of Housing and Urban Development as specified in 24 CFR Part 886, Subpart A.
   - The Section 8 Housing Assistance Program for the Disposition of HUD-Owned Projects administered by the U.S. Department of Housing and Urban Development as specified by 24 CFR Part 886, Subpart C.
   - Sections 514, 515, and 516, Housing Act of 1949 (42 U.S.C. Section 1485 and 1486)
   - Section 42, of the Internal Revenue Code of 1986 (26 U.S.C. Section 42)

   **IN ADDITION, THE SUBSIDY OR BENEFIT IS SUBJECT TO THE FOLLOWING CONDITIONS (mark all that apply):**
   - The stipulation to maintain affordability in the contract granting the subsidy is nearing expiration (i.e. expiration will occur within two (2) calendar years of July 31, 2018). See §11.5(3)(E) and (F) of the 2018 QAP concerning At-Risk developments qualifying under Section 42 of the Internal Revenue Code.
   - The subsidy marked above is a HUD-insured or HUD-held mortgage nearing the end of its mortgage term (the term will end within two (2) calendar years of July 31, 2018), **AND** the mortgage is eligible for prepayment or has been prepaid.

   **PART B: DOCUMENTATION MUST SHOW THAT THE APPLICATION PROPOSES TO REHABILITATE OR RECONSTRUCT HOUSING UNITS THAT:**
   - Are owned by a public housing authority or a public facility corporation created by a public housing authority under Chapter 303, Local Government Code and receive assistance under Section 9, United States Housing Act of 1937 (42 U.S.C. section 1437g); **OR**
   - Received assistance under Section 9, United States Housing Act of 1937 (42 U.S.C. Section 1437g) **AND**
   - Are proposed to be disposed of or demolished by a public housing authority or a public facility corporation created by a public housing authority under Chapter 303, Local Government Code; **OR**
   - Were disposed of or demolished within the 2 years preceding the application by a public housing authority or a public facility corporation created by a public housing authority under Chapter 303, Local Government Code; **OR**
   - Receive assistance or will receive assistance through the Rental Assistance Demonstration (RAD) program of HUD as specified by the Consolidated and Further Continuing Appropriations Act of 2012 (Pub. L. No. 112-55) and its subsequent amendments, if the application for assistance through RAD is included in the applicable public housing authority’s plan that was most recently approved by HUD as specified by 24 C.F.R. Section 903.23.

   **PART C: THE APPLICATION PROPOSES RELOCATION OF EXISTING UNITS IN AN OTHERWISE QUALIFYING AT-RISK DEVELOPMENT AND DOCUMENTATION MUST SHOW THAT:**
   - The affordability restrictions and any At-Risk eligible subsidies are approved to be transferred with the Units proposed for Rehabilitation or Reconstruction prior to the tax credit Carryover deadline; **AND**
   - The Application proposes the same number of restricted units; **AND EITHER**
PART D: REGULATORY BARRIERS NECESSITATE ELIMINATION OF ALL OR A PORTION OF THE FINANCIAL BENEFIT FOR THE DEVELOPMENT, AND:

- Evidence of the legal requirements that will unambiguously cause the loss of affordability is included.
- Development qualifies under §2306.6702(a)(5)(B); AND
- No less than 25 percent of the proposed Units are public housing units supported by public housing operating subsidy, AND
- Less than 100 percent of the public housing benefits are being transferred to the proposed Development and the Application includes an explanation of the disposition of the remaining public housing benefits along with a copy of the HUD-approved plan for demolition and disposition.

PART E: THE PROPOSED DEVELOPMENT IS ELIGIBLE TO REQUEST A QUALIFIED CONTRACT UNDER §42, AND THE APPLICATION INCLUDES:

- A copy of the recorded LURA and the first years’ IRS Forms 8609 for all buildings showing Part II of the form completed; AND
- If applicable, documentation from the original application regarding the right of first refusal.

Applications proposing the demolition and Reconstruction of Units will be considered New Construction.

2. Existing Development Assistance On Housing Rehabilitation Activities

Part A.

The existing Property is expected to have or continue the following benefit:

Provide a brief description of the restrictions or subsidies the existing Property will have or continue in the space below:

- A copy of the contract or agreement securing the funds identified above is provided behind this form.
- The source of funds is:
- The annual amount of funds is:
- The number of units receiving assistance:
- The term of the contract or agreement is (date):
- The expiration of the contract or agreement is (date):

Part B. Acquisition Of Existing Buildings (applicable only to HTC applications with Acquisition credits requested)

Date of the most recent sale or transfer of the building(s):

In the last ten years, did the previous owner perform rehabilitation work greater than 25% of the building’s adjusted basis?

Was the building occupied at any time during the last ten years?

Was the building occupied or suitable for occupancy at the time of purchase?

Will the acquisition meet the requirements of §42(d)(2)(B)(ii) relating to the 10-year placed in service rule?

If “Yes”, provide a copy of a title commitment that the Development meets the requirements of §42(d)(2)(B)(ii) as to the 10 year period.

If “No”, does the property qualify for a waiver under §42(d)(6)?

If “Yes”, provide the waiver and/or other documentation.

How many buildings will be acquired for the Development?
Are all the buildings currently under control by the Development Owner? [ ]

If “No”, how many buildings are under control by the Development Owner? [ ]

When will the remaining buildings be under control? [ ]

Provide the information listed below concerning the acquisition of building(s) for the Development:

1. Building(s) acquired or to be acquired from: [ ] Related Party [ ] Unrelated Party

2. Building(s) acquired or to be acquired with Buyer’s Basis:
   - Determined with reference to Seller’s Basis [ ]
   - Not Determined with reference to Seller’s Basis [ ]

List below by building address, the date the building was placed in service (PIS), the date the building was or is planned for acquisition, and the number of years between the date the building was placed in service and acquisition. Attach separate sheet(s) with additional information if necessary.

<table>
<thead>
<tr>
<th>Building Address(es)</th>
<th>Date PIS by most recent owner</th>
<th>Proposed Acquisition date by the Applicant</th>
<th>Years between PIS &amp; Acquisition</th>
<th>Acquisition Cost of Building</th>
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</table>

Development constructed before January 1, 1978 [ ]

Check each of the following that applies [24 CFR 35.115]:

- Emergency repairs to the property are being performed to safeguard against imminent danger to human life, health or safety, or to protect the property from further structural damage due to natural disaster, fire or structural collapse. The exemption applies only to repairs necessary to respond to the emergency. [ ]

- The property will not be used for human residential habitation. This does not apply to common areas such as hallways and stairways of residential and mixed-use properties. [ ]

- Housing “exclusively” for the elderly or persons with disabilities, with the provision that children less than six years of age will not reside in the dwelling unit. [ ]

- An inspection performed according to HUD standards found the property contained no lead-based paint. [ ]

- According to documented methodologies, lead-based paint has been identified and removed; and the property has achieved clearance. [ ]

- The rehabilitation will not disturb any painted surface. [ ]

- The property has no bedrooms. [ ]

- The property is currently vacant and will remain vacant until demolition. [ ]

¹Per §2306.008, TDHCA shall support the preservation of affordable housing for individuals with special needs and individuals and families of low income at any location considered necessary by TDHCA.
2018 HTC
Full Application

Part 21
Occupied Developments

#18103
Zinnia Gardens Apartments
**Occupied Developments**

Pursuant to §10.204(8)(G) of the Uniform Multifamily Rules, for any Application where any structure on the Development Site is occupied at any time after the beginning of the Application Acceptance Period, even if demolition is proposed, the following items must be provided.

- Historical monthly operating statements of the Development for twelve (12) consecutive months ending no more than three (3) months from the first day of the Application Acceptance Period; or
- The two (2) most recent consecutive annual operating statement summaries; or
- The most recent consecutive six (6) months of operating statements and the most recent available annual operating summary; or
- All monthly or annual operating summaries available.

**AND**

- A rent roll not more than six (6) months old as of the first day of the Application Acceptance Period that discloses the terms and rate of the lease, rental rates offered at the date of the rent roll, Unit mix, and tenant names or vacancy; and
- A written explanation of the process used to notify and consult with the tenants in preparing the Application; (§2306.6705(6)); and
- If applicable, evidence that the relocation plan has been submitted to the appropriate legal or governmental agency. (§2306.6705(6)); and
- A relocation plan outlining relocation requirements and a budget with an identified funding source that clearly describes relocation process, actions, and costs to the displaced and those not (§2306.6705(6)).

Optional, but only available to developments with no Section 811 PRA or Direct Loan funds. The current property owner is unwilling to provide one or more of the required documents above, and a signed statement from the Applicant attesting to that fact is submitted behind this tab.

**Uniform Relocation Act (URA) Applicability for Section 811 PRA and Direct Loan Applications**

- Participation in the Section 811 PRA program is by way of the occupied Rehabilitation (including reconstruction or Adaptive Reuse) Development proposed in the Application.
- Participation in the Section 811 PRA program is by way of the New Construction Development proposed in the Application, and includes the demolition of an occupied structure (e.g. single family house or mobile home).
- Application includes a request for Direct Loan funding (except for Supportive Housing and Soft Repayment TCAP-RF only).

*(if none of the three boxes above is checked, you may skip the remainder of this section)*

Each of the following items, as applicable, is provided behind this tab:

- Identification of any business, nonprofit organization, or farm on the site (that is not owned or controlled by the Seller); and
- Dated General Information Notice(s) given to current occupants (other than owner occupied structures) including verification of tenant receipt; and
- Dated Voluntary Acquisition Notification to Owner; and
- HUD Relocation Brochure issued to tenants that will be displaced (if known).

**Relocation Certification for Section 811 PRA and Direct Loan Applications**

The New Construction, Rehabilitation (including Adaptive Reuse), or demolition and Reconstruction of the proposed Development must be carried out in accordance with policies and procedures governing implementation of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 ("URA"), as amended, for the Section 811 PRA program under (49 CFR Part 24); and for Direct Loans under the Section 104(d) of the Housing and Community Development Act of 1974 ("Section 104(d)"), and the optional relocation policies adopted pursuant to 24 CFR 92.253(d).

A displaced person, business, farm, or nonprofit is covered under URA, regardless of income, if they are displaced by acquisition, rehabilitation, or demolition.

---

**Signature of Applicant**

**Printed Name**
Relocation Certification for Direct Loan Applications

For Direct Loan Applications (except for Supportive Housing and Soft Repayment Funds, which do not have to complete the rest of this section): A displaced person is covered under Section 104(d) if they are a low-income person displaced by demolition (including acquisition involving demolition) OR conversion (if market rent of the dwelling did not exceed the fair market rent before conversion).

Check all that apply:

☐ The activity involves demolition of existing occupied structures.

☐ The activity involves conversion of occupied rental property occupied by any tenant.

Applicants for Direct Loan funds that plan to rehabilitate, demolish and/or reconstruct occupied housing units must comply with the Section 104(d). By signing below, the Applicant certifies that they will comply with the Residential Anti-Displacement and Relocation Assistance Plan (RARAP) approved by the Department on June 1, 2012.

The RARAP, as approved follows the Housing and Community Development Act of 1974, and HUD regulations at 24 CFR §42.325. The Department, through its subgrantees, will offer relocation assistance for lower-income tenants who, in connection with an activity assisted under a Direct Loan move permanently or move personal property from real property as a direct result of the demolition of any dwelling unit or the conversion of a lower-income dwelling unit in accordance with the requirements of 24 CFR §42.350.

The purpose and goals of the RARAP is to:

(1) Provide (through its subgrantees) Relocation Assistance

(2) Minimize Displacement

(3) Ensure a One-for-One Replacement of Lower-Income Dwelling Units

I (we) certify that I (we) have read and understand the Department's approved Residential Anti-Displacement and Relocation Assistance Plan (RARAP), and I (we) will comply with all parts of the plan as they apply to this Application.

Signature of Applicant

Printed Name

Date
2018 HTC
Full Application
Part 22
Architectural Drawings
#18103
Zinnia Gardens Apartments
2018 HTC
Full Application

Part 23
Specifications and Building/Unit Type Configuration

#18103
Zinnia Gardens Apartments
### SPECIFICATIONS AND BUILDING/UNIT TYPE CONFIGURATION

Unit types should be entered from smallest to largest based on "# of Bedrooms" and "Sq. Ft. Per Unit." "Unit Label" should correspond to the unit label or name used on the unit floor plan. "Building Label" should conform to the building label or name on the building floor plan. The total number of units per unit type and totals for "Total # of units" and "Total Sq. Ft. for Unit Type" should match the rent schedule and site plan. If additional building types are needed, they are available by un-hiding columns Q through AA, and rows S1 through S9.

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

- Building Configuration: X Single Family, RO, Transitional (per $420)(3)(8), Duplex
- Development will have: Fire Sprinklers, Elevators, # of Elevators, Wt. Capacity
- Number of Parking Spaces (consistent with Architectural Drawings): Free, Paid

#### Floor Composition/Wall Height:
- 92% Carpet/Vinyl/Resilient Flooring
- 8% Ceramic Tile
- 9' Ceiling Height
- 8% Other

#### Unit Type Configuration

<table>
<thead>
<tr>
<th>Unit Label</th>
<th># of Bedrooms</th>
<th>Sq. Ft. Per Unit</th>
<th>Number of Buildings</th>
<th>Total # of Units</th>
<th>Total Sq. Ft for Unit Type</th>
</tr>
</thead>
<tbody>
<tr>
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<td>1</td>
<td>793</td>
<td>7</td>
<td>8</td>
<td>6,344</td>
</tr>
<tr>
<td>A-1 ACC</td>
<td>1</td>
<td>793</td>
<td>1</td>
<td>1</td>
<td>793</td>
</tr>
<tr>
<td>A-2</td>
<td>2</td>
<td>869</td>
<td>1</td>
<td>8</td>
<td>6,952</td>
</tr>
<tr>
<td>A-2 ACC</td>
<td>2</td>
<td>869</td>
<td>1</td>
<td>8</td>
<td>6,952</td>
</tr>
<tr>
<td>B-1</td>
<td>3</td>
<td>1,152</td>
<td>1</td>
<td>35</td>
<td>40,320</td>
</tr>
<tr>
<td>B-1 ACC</td>
<td>3</td>
<td>1,152</td>
<td>1</td>
<td>35</td>
<td>40,320</td>
</tr>
<tr>
<td>C-1</td>
<td>4</td>
<td>1,391</td>
<td>1</td>
<td>25</td>
<td>34,775</td>
</tr>
<tr>
<td>C-1 ACC</td>
<td>4</td>
<td>1,391</td>
<td>1</td>
<td>25</td>
<td>34,775</td>
</tr>
<tr>
<td>Totals</td>
<td></td>
<td></td>
<td></td>
<td>80</td>
<td>92,596</td>
</tr>
</tbody>
</table>

**Supportive Housing Applicants Only**

UNIT SIZES AND/OR UNIT TYPES BETWEEN THIS EXHIBIT AND THE RENT SCHEDULE DO NOT MATCH.

- Enter the total development common area from the architect’s plans: X 1,868
- Ensure that this number matches your architectural drawings.
- The lesser of these two numbers added for Supportive Housing per 11.5(e)(2) is: -
- The lesser of these two numbers added for NRA: -
- Use this number to figure points under 11.9(e)(2): -
- If a revised form is submitted, date of submission: -
2018 HTC
Full Application

Part 23 Tab A
Accessible Mobility Units
Calculation

#18103
Zinnia Gardens Apartments
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>Unit Description</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1/1 (793 SF)</td>
<td>9</td>
<td>5%</td>
<td>0.45</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>2/1 (869 SF)</td>
<td>9</td>
<td>5%</td>
<td>0.45</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>3/2 (1,152 SF)</td>
<td>36</td>
<td>5%</td>
<td>1.8</td>
<td>1.8</td>
<td>1</td>
</tr>
<tr>
<td>4/2 (1,391 SF)</td>
<td>26</td>
<td>5%</td>
<td>1.3</td>
<td>1.3</td>
<td>1</td>
</tr>
<tr>
<td>E</td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>80</td>
<td><strong>5%</strong></td>
<td><strong>4</strong></td>
<td><strong>4</strong></td>
<td><strong>4</strong></td>
</tr>
</tbody>
</table>

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

**EXAMPLE:**

<table>
<thead>
<tr>
<th>Mobility</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit Description</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></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>0.2</td>
<td>1</td>
</tr>
<tr>
<td>D</td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>E</td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>68</td>
<td><strong>5%</strong></td>
<td><strong>3.4</strong></td>
<td><strong>4.2</strong></td>
<td><strong>4</strong></td>
</tr>
</tbody>
</table>

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

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

By: [Signature]

By: [Printed Name]

Date: [Date]

Firm Name: [The Hill Firm]
2018 HTC

Full Application

Part 23 Tab B
Accessible Hearing/Visual Units Calculation

#18103
Zinnia Gardens Apartments
2018 HTC
Full Application
Part 23 Tab C
Accessible Parking Calculations
#18103
Zinnia Gardens Apartments
### Rent Schedule

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

<table>
<thead>
<tr>
<th>HTC Units</th>
<th>MF Direct Loan Units (HOME Rent/Inc)</th>
<th>National TDHCA MRB Units</th>
<th>Other/ Subsidy</th>
<th># of Units</th>
<th># of Bedrooms</th>
<th># of Baths</th>
<th>Unit Size (Net Rentable Sq. Ft.)</th>
<th>Total Net Rentable Sq. Ft.</th>
<th>Program Rent Limit</th>
<th>Tenant Paid Utility Allow.</th>
<th>Rent Collected /Unit</th>
<th>Total Monthly Rent</th>
</tr>
</thead>
<tbody>
<tr>
<td>COMBES</td>
<td>0</td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>TC 30%</td>
<td>3</td>
<td>1</td>
<td>1.0</td>
<td>728</td>
<td>2,184</td>
<td>305</td>
<td>71</td>
<td></td>
<td>234</td>
<td>702</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TC 30%</td>
<td>4</td>
<td>1</td>
<td>1.0</td>
<td>728</td>
<td>2,912</td>
<td>517</td>
<td>71</td>
<td></td>
<td>446</td>
<td>1,784</td>
<td></td>
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</tr>
<tr>
<td>TC 60%</td>
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<td>1</td>
<td>1.0</td>
<td>726</td>
<td>728</td>
<td>621</td>
<td>71</td>
<td></td>
<td>550</td>
<td>550</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TC 60%</td>
<td>4</td>
<td>1</td>
<td>1.0</td>
<td>774</td>
<td>3,096</td>
<td>621</td>
<td>71</td>
<td></td>
<td>550</td>
<td>2,100</td>
<td></td>
<td></td>
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<tr>
<td>TC 60%</td>
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<td>1</td>
<td>1.0</td>
<td>774</td>
<td>2,322</td>
<td>621</td>
<td>71</td>
<td></td>
<td>550</td>
<td>1,650</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TC 60%</td>
<td>1</td>
<td>1</td>
<td>1.0</td>
<td>779</td>
<td>779</td>
<td>621</td>
<td>71</td>
<td></td>
<td>550</td>
<td>550</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TC 30%</td>
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<td>2</td>
<td>2.0</td>
<td>971</td>
<td>6,797</td>
<td>366</td>
<td>90</td>
<td></td>
<td>276</td>
<td>1,932</td>
<td></td>
<td></td>
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<tr>
<td>TC 30%</td>
<td>39</td>
<td>2</td>
<td>2.0</td>
<td>971</td>
<td>37,869</td>
<td>610</td>
<td>90</td>
<td></td>
<td>520</td>
<td>20,280</td>
<td></td>
<td></td>
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<tr>
<td>TC 60%</td>
<td>21</td>
<td>2</td>
<td>2.0</td>
<td>971</td>
<td>20,391</td>
<td>732</td>
<td>90</td>
<td></td>
<td>642</td>
<td>13,482</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TC 60%</td>
<td>5</td>
<td>2</td>
<td>2.0</td>
<td>971</td>
<td>4,855</td>
<td>732</td>
<td>90</td>
<td></td>
<td>642</td>
<td>3,210</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TC 30%</td>
<td>3</td>
<td>3</td>
<td>2.0</td>
<td>1131</td>
<td>3,393</td>
<td>423</td>
<td>109</td>
<td></td>
<td>314</td>
<td>942</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TC 30%</td>
<td>8</td>
<td>3</td>
<td>2.0</td>
<td>1131</td>
<td>9,048</td>
<td>564</td>
<td>109</td>
<td></td>
<td>455</td>
<td>3,640</td>
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<tr>
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<td>3</td>
<td>2.0</td>
<td>1131</td>
<td>29,406</td>
<td>846</td>
<td>109</td>
<td></td>
<td>737</td>
<td>19,162</td>
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<td></td>
</tr>
<tr>
<td>TC 60%</td>
<td>3</td>
<td>3</td>
<td>2.0</td>
<td>1131</td>
<td>3,393</td>
<td>846</td>
<td>109</td>
<td></td>
<td>737</td>
<td>2,211</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Self Score Total:** 122

Use the table to calculate the following:

1. **Total Monthly Rent**
2. **Total Non-Rental Income**
3. **Potential Gross Monthly Income**
4. **Effective Gross Monthly Income**
5. **Effective Gross Annual Income**

Additional calculations:

- Non Rental Income: $5.86 per unit/month for: 750
- Non Rental Income: $3.91 per unit/month for: 500
- Non Rental Income: $3.52 per unit/month for: 450

**Total Non-Rental Income** = $13,280

**Potential Gross Monthly Income** = $73,950

**Effective Gross Monthly Income** = $68,445

**Effective Gross Annual Income** = $821,345
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>10%</td>
<td>10%</td>
<td>13</td>
</tr>
<tr>
<td>TC40%</td>
<td>0</td>
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<td>0</td>
</tr>
<tr>
<td>TC50%</td>
<td>40%</td>
<td>40%</td>
<td>51</td>
</tr>
<tr>
<td>TC60%</td>
<td>50%</td>
<td>50%</td>
<td>64</td>
</tr>
<tr>
<td>HTC Li Total</td>
<td></td>
<td></td>
<td>128</td>
</tr>
<tr>
<td>EO</td>
<td>0</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>MR</td>
<td>0</td>
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</tr>
<tr>
<td>MR Total</td>
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<td>0</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>128</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></td>
<td>0</td>
</tr>
<tr>
<td>MRB40%</td>
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<td>0</td>
</tr>
<tr>
<td>MRB50%</td>
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<td></td>
<td>0</td>
</tr>
<tr>
<td>MRB60%</td>
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<td></td>
<td>0</td>
</tr>
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<td>MRB Li Total</td>
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<td></td>
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<td>MRBMRT Total</td>
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<tr>
<td>MRB Total</td>
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<table>
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<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>
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<td></td>
<td>0</td>
</tr>
<tr>
<td>HTF40%</td>
<td>0</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>HTF50%</td>
<td>0</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>HTF60%</td>
<td>0</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>HTF80%</td>
<td>0</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>0</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>MR Total</td>
<td>0</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>HTF Total</td>
<td>0</td>
<td></td>
<td>0</td>
</tr>
</tbody>
</table>

<table>
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<tr>
<th>Direct Loan</th>
<th>% of LI</th>
<th>% of Total</th>
<th>Total Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>30%</td>
<td>0</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>LH/50%</td>
<td>0</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>HH/60%</td>
<td>0</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>HH/80%</td>
<td>0</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>Direct Loan Li Total</td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>EO</td>
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</tr>
<tr>
<td>MR</td>
<td>0</td>
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<td>MR Total</td>
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<td>0</td>
</tr>
<tr>
<td>Direct Loan Total</td>
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<td></td>
<td>0</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Other</th>
<th>% of LI</th>
<th>% of Total</th>
<th>Total Units</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Bedrooms</th>
<th>% of Total</th>
<th>Units</th>
</tr>
</thead>
<tbody>
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<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>1</td>
<td>16</td>
<td>16</td>
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<tr>
<td>2</td>
<td>72</td>
<td>72</td>
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<td>0</td>
<td>0</td>
</tr>
<tr>
<td>5</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Acquisition + HARD</th>
<th>Cost Per Sq Ft</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$106.99</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Hard</th>
<th>Cost Per Sq Ft</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>$106.99</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Building</th>
<th>Cost Per Sq Ft</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$73.26</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.
2018 HTC

Full Application

Part 25

Utility Allowances

#18103

Zinnia Gardens Apartments
### 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>Electric</td>
<td>$5</td>
<td>$6</td>
<td>$7</td>
<td></td>
<td></td>
<td>Cameron County H A</td>
</tr>
<tr>
<td>Cooking</td>
<td>Tenant</td>
<td>Electric</td>
<td>$4</td>
<td>$6</td>
<td>$8</td>
<td></td>
<td></td>
<td>CCHA</td>
</tr>
<tr>
<td>Other Electric</td>
<td>Tenant</td>
<td>Electric</td>
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<td>$23</td>
<td>$29</td>
<td></td>
<td></td>
<td>CCHA</td>
</tr>
<tr>
<td>Air Conditioning</td>
<td>Tenant</td>
<td>Electric</td>
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<td>$23</td>
<td>$30</td>
<td></td>
<td></td>
<td>CCHA</td>
</tr>
<tr>
<td>Water Heater</td>
<td>Tenant</td>
<td>Electric</td>
<td>$9</td>
<td>$12</td>
<td>$15</td>
<td></td>
<td></td>
<td>CCHA</td>
</tr>
<tr>
<td>Water</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sewer</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Trash</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Flat Fee</td>
<td>Tenant</td>
<td>Electric</td>
<td>$20</td>
<td>$20</td>
<td>$20</td>
<td></td>
<td></td>
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<tr>
<td>Other</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Paid by Tenant</strong></td>
<td>$-</td>
<td>$71</td>
<td>$90</td>
<td>$109</td>
<td>$-</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Other (Describe)**

Cameron County HA- Neirod Group- 10/2017 Update

If a revised form is submitted, date of submission: _____________________
2018 HTC
Full Application

Part 26
Annual Operating Expenses

#18103
Zinnia Gardens Apartments
# ANNUAL OPERATING EXPENSES

## General & Administrative Expenses

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounting</td>
<td>$13,000</td>
</tr>
<tr>
<td>Advertising</td>
<td>$4,800</td>
</tr>
<tr>
<td>Legal fees</td>
<td>$2,500</td>
</tr>
<tr>
<td>Leased equipment</td>
<td>$</td>
</tr>
<tr>
<td>Postage &amp; office supplies</td>
<td>$5,481</td>
</tr>
<tr>
<td>Telephone</td>
<td>$2,750</td>
</tr>
<tr>
<td>Other</td>
<td>$6,000</td>
</tr>
</tbody>
</table>

Total General & Administrative Expenses: $34,531

## Management Fee

Percent of Effective Gross Income: 3.75%  
$30,800

## Payroll, Payroll Tax & Employee Benefits

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Management</td>
<td>$42,300</td>
</tr>
<tr>
<td>Maintenance</td>
<td>$45,100</td>
</tr>
<tr>
<td>Other</td>
<td>$38,147</td>
</tr>
</tbody>
</table>

Total Payroll, Payroll Tax & Employee Benefits: $125,547

## Repairs & Maintenance

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elevator</td>
<td>$</td>
</tr>
<tr>
<td>Exterminating</td>
<td>$4,608</td>
</tr>
<tr>
<td>Grounds</td>
<td>$18,525</td>
</tr>
<tr>
<td>Make-ready</td>
<td>$6,300</td>
</tr>
<tr>
<td>Repairs</td>
<td>$16,480</td>
</tr>
<tr>
<td>Pool</td>
<td>$</td>
</tr>
<tr>
<td>Other</td>
<td>$2,915</td>
</tr>
</tbody>
</table>

Total Repairs & Maintenance: $49,828

## Utilities (Enter Only Property Paid Expense)

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electric</td>
<td>$20,400</td>
</tr>
<tr>
<td>Natural gas</td>
<td>$</td>
</tr>
<tr>
<td>Trash</td>
<td>$14,346</td>
</tr>
<tr>
<td>Water/Sewer</td>
<td>$69,000</td>
</tr>
<tr>
<td>Other</td>
<td>$</td>
</tr>
</tbody>
</table>

Total Utilities: $103,746

## Property Taxes

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Property Taxes</td>
<td>$40,784</td>
</tr>
<tr>
<td>Payments in Lieu of Taxes</td>
<td>$</td>
</tr>
</tbody>
</table>

Total Property Taxes: $40,784

## Reserve for Replacements

Annual reserves per unit: $300  
$38,400

## Other Expenses

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cable TV</td>
<td>$</td>
</tr>
<tr>
<td>Supportive Services</td>
<td>$5,000</td>
</tr>
<tr>
<td>TDHCA Compliance fees</td>
<td>$5,120</td>
</tr>
<tr>
<td>TDHCA Bond Administration Fees (TDHCA as Bond Issuer Only)</td>
<td>$</td>
</tr>
<tr>
<td>Security</td>
<td>$2,886</td>
</tr>
<tr>
<td>Other</td>
<td>$</td>
</tr>
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</table>

Total Other Expenses: $13,006

## TOTAL ANNUAL EXPENSES

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
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</thead>
<tbody>
<tr>
<td>Expense per unit</td>
<td>$3884</td>
</tr>
<tr>
<td>Expense to Income Ratio: 60.53%</td>
<td></td>
</tr>
</tbody>
</table>

TOTAL ANNUAL DEBT SERVICE

Debt Coverage Ratio: 1.19  
$271,672

NET CASH FLOW

$52,485

If a revised form is submitted, date of submission: 

ANNUAL OPERATING EXPENSES
2018 HTC
Full Application

Part 27
15 Year Rental Housing Operating Pro Forma

#18103
Zinnia Gardens Apartments
# 15 Year Rental Housing Operating Pro Forma (All Programs)

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

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<th>INCOME</th>
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<th>YEAR 2</th>
<th>YEAR 3</th>
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<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>POTENTIAL GROSS ANNUAL RENTAL INCOME</td>
<td>$867,540</td>
<td>$884,891</td>
<td>$902,589</td>
<td>$920,640</td>
<td>$939,053</td>
<td>$1,036,791</td>
<td>$1,144,701</td>
</tr>
<tr>
<td>Secondary Income</td>
<td>$20,400</td>
<td>$20,808</td>
<td>$21,224</td>
<td>$21,649</td>
<td>$22,082</td>
<td>$24,380</td>
<td>$26,917</td>
</tr>
<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$887,940</td>
<td>$905,699</td>
<td>$923,813</td>
<td>$942,289</td>
<td>$961,135</td>
<td>$1,061,170</td>
<td>$1,171,618</td>
</tr>
<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>($66,596)</td>
<td>($67,927)</td>
<td>($69,286)</td>
<td>($70,672)</td>
<td>($72,085)</td>
<td>($79,584)</td>
<td>($87,871)</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>$821,345</td>
<td>$837,771</td>
<td>$854,527</td>
<td>$871,617</td>
<td>$889,050</td>
<td>$981,583</td>
<td>$1,083,747</td>
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</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>$34,531</td>
<td>$35,567</td>
<td>$36,634</td>
<td>$37,733</td>
<td>$38,865</td>
<td>$40,055</td>
<td>$45,231</td>
</tr>
<tr>
<td>Management Fee</td>
<td>$30,800</td>
<td>$31,416</td>
<td>$32,045</td>
<td>$32,656</td>
<td>$33,339</td>
<td>$36,809</td>
<td>$40,641</td>
</tr>
<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$125,547</td>
<td>$129,313</td>
<td>$133,193</td>
<td>$137,180</td>
<td>$141,304</td>
<td>$163,810</td>
<td>$189,901</td>
</tr>
<tr>
<td>Repairs &amp; Maintenance</td>
<td>$49,828</td>
<td>$51,323</td>
<td>$52,863</td>
<td>$54,448</td>
<td>$56,082</td>
<td>$55,014</td>
<td>$75,369</td>
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<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$20,400</td>
<td>$21,012</td>
<td>$21,642</td>
<td>$22,292</td>
<td>$22,960</td>
<td>$26,617</td>
<td>$30,857</td>
</tr>
<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$83,436</td>
<td>$85,846</td>
<td>$88,422</td>
<td>$91,074</td>
<td>$93,807</td>
<td>$108,748</td>
<td>$126,068</td>
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<tr>
<td>Annual Property Insurance Premiums</td>
<td>$60,546</td>
<td>$62,362</td>
<td>$64,233</td>
<td>$66,166</td>
<td>$68,145</td>
<td>$78,999</td>
<td>$91,581</td>
</tr>
<tr>
<td>Property Tax</td>
<td>$40,784</td>
<td>$42,008</td>
<td>$43,268</td>
<td>$44,566</td>
<td>$45,903</td>
<td>$53,214</td>
<td>$61,689</td>
</tr>
<tr>
<td>Reserve for Replacements</td>
<td>$38,400</td>
<td>$39,552</td>
<td>$40,739</td>
<td>$41,961</td>
<td>$43,120</td>
<td>$50,103</td>
<td>$58,083</td>
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<tr>
<td>Other Expenses</td>
<td>$13,006</td>
<td>$13,396</td>
<td>$13,798</td>
<td>$14,212</td>
<td>$14,638</td>
<td>$16,970</td>
<td>$19,673</td>
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<tr>
<td>TOTAL ANNUAL EXPENSES</td>
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<td>$511,796</td>
<td>$526,836</td>
<td>$542,320</td>
<td>$558,263</td>
<td>$645,340</td>
<td>$746,054</td>
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<tr>
<td>NET OPERATING INCOME</td>
<td>$324,156</td>
<td>$325,975</td>
<td>$327,691</td>
<td>$329,297</td>
<td>$330,787</td>
<td>$336,243</td>
<td>$337,652</td>
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</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>$271,672</td>
<td>$271,672</td>
<td>$271,672</td>
<td>$271,672</td>
<td>$271,672</td>
<td>$271,672</td>
<td>$271,672</td>
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<tr>
<td>Second Deed of Trust Annual Loan Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Third Deed of Trust Annual Loan Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Other Annual Required Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>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>$52,484</td>
<td>$54,303</td>
<td>$56,019</td>
<td>$57,625</td>
<td>$59,115</td>
<td>$60,571</td>
<td>$65,980</td>
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<tr>
<td>CUMULATIVE NET CASH FLOW</td>
<td>$52,484</td>
<td>$106,787</td>
<td>$162,806</td>
<td>$220,431</td>
<td>$279,546</td>
<td>$588,759</td>
<td>$915,137</td>
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<tr>
<td>Debt Coverage Ratio</td>
<td>1.19</td>
<td>1.20</td>
<td>1.21</td>
<td>1.21</td>
<td>1.22</td>
<td>1.24</td>
<td>1.24</td>
</tr>
</tbody>
</table>

By signing below I (we) are certifying that the above 15 Year pro forma, is consistent with the unit rental rate assumptions, total operating expenses, net operating income, and debt service coverage based on the bank's current underwriting parameters and consistent with the loan terms indicated in the term sheet and preliminarily considered feasible pending further diligence review. The debt service for each year maintains no less than a 1.15 debt coverage ratio. (Signature only required if using this pro forma for points under §11.3(e)(1) relating to Financial Feasibility)

Signature, Authorized Representative, Construction or Permanent Lender: ___________________________

Signature, Authorized Representative, Syndicator: ___________________________

Printed Name: Jason Aldridge  Email: jaldridge@nfhc.org  Phone: 972.741.5150  Date: 2/6/14

If a revised form is submitted, date of submission: ___________________________
**INSTRUCTIONS:** Describe the sources of funds that will finance Development. The description must include construction, permanent, and bridge loans, and all other types of funds to be used for development. The information must be consistent with all other documentation in this section. Provide sufficient detail to identify the source and explain the use (in terms of the timing and any specific uses) of each type of funds to be contributed. In addition, describe/explain replacement reserves. Finally, describe/explain operating items. The narrative must include rents, operating subsidies, project based assistance, and all other sources of funds for operations. In the foregoing discussion of both development and operating funds, specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments.

**Describe the sources and uses of funds (specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments).** For Direct Loan or Tax-Exempt Bond Applications that contemplate an FHA-insured loan, this includes the anticipated date that FHA application will be submitted to HUD (if not already submitted).

The Development Owner has applied to Berkadia Commercial Mortgage LLC (BCM) to provide an interim construction loan under the HUD 221(d)(4) mortgage insured program in the amount of $4,816,879 at an assumed underwriting rate of 4.25%, the loan will have an interest only construction period per the terms of the BCM term sheet; converting to a 40 year term and amortization permanent loan. A Mortgage insurance Premium of 25 bps will be added to the interest rate for an assumed underwriting permanent rate of 4.50%. National Equity Fund (NEF) will provide an equity investment and has provided preliminary pricing of $.90 per LIHTC to purchase a 90.93% interest in the limited partnership. Based on a tax credit request of $1,500,000 annually, this would result in an equity investment of $13,497,300 paid into the development per the terms of the NEF letter of interest. The Town of Combes will provide support in the amount of $600,000 in the form of a waiver of City fees and/or

**Describe the replacement reserves:**

Berkadia, the construction to permanent lender requires a Replacement for Reserve of $300 per unit annually, per the terms of their Term Sheet. The HUD insured 221(d)(4) program requires a Working Capital escrow equal to 4% of the mortgage amount and an Initial Operating Deficit escrow equal to 6 months of debt service and 6 months of annual operating expenses.

**Describe the operating items (rents, operating subsidies, project based assistance, etc., and specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments):**

The Development Owner will not receive any operating subsidies or project based assistance for this development.

By signing below I acknowledge that the amounts and terms of all anticipated sources of funds as stated above are consistent with the assumptions of my institution as one of the providers of funds.

---

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

**Printed Name**

**Date**

**Telephone:**

**Email address:**

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

---

[Signature]

Jalon Aulitzk, VP

NEF
Part 29
Site Work Cost Breakdown

#18103
Zinnia Gardens Apartments
# 15 Year Rental Housing Operating Pro Forma (All Programs)

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

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<td></td>
<td></td>
<td></td>
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</tr>
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<tr>
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<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
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</tr>
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<td>$21,017</td>
<td>$21,642</td>
<td>$22,292</td>
<td>$22,960</td>
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<td>Reserve for Replacements</td>
<td>$38,400</td>
<td>$39,552</td>
<td>$40,739</td>
<td>$41,961</td>
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<td>$50,103</td>
<td>$58,863</td>
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<td>$13,798</td>
<td>$14,211</td>
<td>$14,638</td>
<td>$16,970</td>
<td>$19,673</td>
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<td>$526,836</td>
<td>$542,320</td>
<td>$558,263</td>
<td>$645,340</td>
<td>$746,054</td>
</tr>
</tbody>
</table>

| NET OPERATING INCOME | $324,156 | $325,975 | $327,691 | $329,297 | $330,787 | $336,243 | $337,652 |

<table>
<thead>
<tr>
<th>DEBT SERVICE</th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
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</thead>
<tbody>
<tr>
<td>First Deed of Trust Annual Loan Payment</td>
<td>$271,672</td>
<td>$271,672</td>
<td>$271,672</td>
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<td></td>
<td></td>
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<td>1.24</td>
</tr>
</tbody>
</table>

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

Signature, Authorized Representative, Construction or Permanent Lender

Signature, Authorized Representative, Syndicator

Printed Name: [Signature]

Phone: [Signature]

Email: [Signature]

Date: [Signature]

If a revised form is submitted, date of submission: [Signature]
INSTRUCTIONS: Describe the sources of funds that will finance Development. The description must include construction, permanent, and bridge loans, and all other types of funds to be used for development. The information must be consistent with all other documentation in this section. Provide sufficient detail to identify the source and explain the use (in terms of the timing and any specific uses) of each type of funds to be contributed. In addition, describe/explain replacement reserves. Finally, describe/explain operating items. The narrative must include rents, operating subsidies, project based assistance, and all other sources of funds for operations. In the foregoing discussion of both development and operating funds, specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments.

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The Development Owner has applied to Berkadia Commercial Mortgage LLC (BCM) to provide an interim construction loan under the HUD 221(d)(4) mortgage insured program in the amount of $4,816,879 at an assumed underwriting rate of 4.25%, the loan will have an interest only construction period per the terms of the BCM term sheet, converting to a 40 year term and amortization permanent loan. A Mortgage insurance Premium of 25 bps will be added to the interest rate for an assumed underwriting permanent rate of 4.50%. National Equity Fund (NEF) will provide an equity investment and has provided preliminary pricing of $.90 per LIHTC to purchase a 99.93% interest in the limited partnership. Based on a tax credit request of $1,500,000 annually, this would result in an equity investment of $13,497,300 paid into the development per the terms of the NEF letter of interest. The Town of Combes will provide support in the amount of $600,000 in the form of a waiver of City fees and/or...  

Describe the replacement reserves: Berkadia, the construction to permanent lender requires a Replacement Reserve of $300 per unit annually, per the terms of their Term Sheet. The HUD insured 221(d)(4) program requires a Working Capital escrow equal to 4% of the mortgage amount and an Initial Operating Deficit escrow equal to 6 months of debt service and 6 months of annual operating expenses.

Describe the operating items (rents, operating subsidies, project based assistance, etc., and specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments: The Development Owner will not receive any operating subsidies or project based assistance for this development.

By signing below I acknowledge that the amounts and terms of all anticipated sources of funds as stated above are consistent with the assumptions of my institution as one of the providers of funds.

Signature, Authorized Representative, Construction or Permanent Lender

Printed Name

Date

Telephone:  

Email address:  

If a revised form is submitted, date of submission:  

Jonathan Alden, VP

NEF
This form must be submitted with the Development Cost Schedule as justification of Site Work 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>A. Activity</th>
<th>B. Labor or Unit Price</th>
<th>C. Materials or # of Units</th>
<th>D. Total Construction Costs</th>
<th>E. Acquisition Costs</th>
<th>F. Engineering / Architectural Costs</th>
<th>G. Total Activity Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Paving</td>
<td></td>
<td></td>
<td>$641,234.00</td>
<td></td>
<td>$641,234</td>
<td></td>
</tr>
<tr>
<td>Sidewalks</td>
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<td></td>
<td>$154,406.00</td>
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<td>$154,406</td>
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<tr>
<td>Rough Grading</td>
<td></td>
<td></td>
<td>$274,599.00</td>
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<td>$274,599</td>
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</tr>
<tr>
<td>Fine Grading</td>
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<td></td>
<td>$43,700.00</td>
<td></td>
<td>$43,700</td>
<td></td>
</tr>
<tr>
<td>Utilities (Water, Sanitary and Storm Sewer)</td>
<td>$603,143.00</td>
<td></td>
<td>$603,143.00</td>
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<td>$603,143</td>
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<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$1,717,082</td>
</tr>
</tbody>
</table>

Signature of Registered Engineer

Juan M. Gamez, P.E.

Printed Name

Seal

If a revised form is submitted, date of submission:

Date

2021
Financing Narrative and Summary of Sources and Uses

be all sources of funds. Information must be consistent with the information provided throughout the Application (i.e. Financing Narrative, Term Sheets and Development Cost Ade).

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Construction Period</th>
<th>Lien Position</th>
<th>Permanent Period</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
<td>Loan/Equity Amount</td>
</tr>
<tr>
<td>A</td>
<td>MF Direct Loan Const. to Perm. (Repayable)</td>
<td>$0 0.00%</td>
<td>$ - 0.00%</td>
<td>30 0</td>
</tr>
<tr>
<td>A</td>
<td>MF Direct Loan Const. Only (Repayable)</td>
<td>$0 0.00%</td>
<td>$ - 0.00%</td>
<td>0 0</td>
</tr>
<tr>
<td>A</td>
<td>Multifamily Direct Loan (Soft Repayable)</td>
<td>$0 0.00%</td>
<td>$ - 0.00%</td>
<td>0 0</td>
</tr>
<tr>
<td>A</td>
<td>Mortgage Revenue Bond</td>
<td>$0 0.00%</td>
<td>$ - 0.00%</td>
<td>0 0</td>
</tr>
<tr>
<td>dia Commercial Mortgage</td>
<td>Conventional/FHA</td>
<td>$4,816,879 4.25%</td>
<td>1</td>
<td>$4,816,879 4.50%</td>
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</table>

<table>
<thead>
<tr>
<th>Party Equity</th>
</tr>
</thead>
<tbody>
<tr>
<td>National Equity Fund (NEF/LISC)</td>
</tr>
<tr>
<td>Equity</td>
</tr>
<tr>
<td>$100</td>
</tr>
<tr>
<td>100</td>
</tr>
</tbody>
</table>

| of Combes - waivers | Local Government Grant | $600 | $600 |

<table>
<thead>
<tr>
<th>red Developer Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Texas Collaborative (STCHD)</td>
</tr>
</tbody>
</table>

| Direct Loan Match |

<table>
<thead>
<tr>
<th>Total Sources of Funds</th>
<th>Total Uses of Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>$18,698,964</td>
<td>$19,010,721</td>
</tr>
</tbody>
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Signature, Authorized Representative, Construction or Permanent Lender: [Signature]

Printed Name: [Signed Name]

Date: [Date]

Telephone: [214-360-3874]

Email address: [chad.bedwell@berkadia.com]

If a revised form is submitted, date of submission: [Date]
## Finance Scoring (for Competitive HTC Applications ONLY)

<table>
<thead>
<tr>
<th>Self Score Total</th>
<th>122</th>
</tr>
</thead>
</table>

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

Name of the Local Political Subdivision providing the funding:
- **Town of Combes**

- [x] 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.
- [x] 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.
- [x] The commitment of development funding is reflected in the Application as a financial benefit to the Development, i.e. reported as a source of funds on the Sources and Uses Form and/or reflected in a lower cost in the Development Cost Schedule, such as notation of a reduction in building permits and related costs.

**Total Points Claimed:** 1

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

- [x] Eligible Pro-Forma and letter stating the Development is financially feasible. 16
- [x] Eligible Pro-Forma and letter stating Development and Principals are acceptable. 18

**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: 10.16%
- HTC funding request as a percent of Total Housing Development Cost: 7.89%

**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
### 15 Year Rental Housing Operating Pro Forma (All Programs)

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

<table>
<thead>
<tr>
<th>INCOME</th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>POTENTIAL GROSS ANNUAL RENTAL INCOME</td>
<td>$867,540</td>
<td>$884,891</td>
<td>$902,589</td>
<td>$920,640</td>
<td>$939,053</td>
<td>$1,036,791</td>
<td>$1,144,701</td>
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<tr>
<td>Secondary Income</td>
<td>$20,400</td>
<td>$20,808</td>
<td>$21,224</td>
<td>$21,649</td>
<td>$22,082</td>
<td>$24,380</td>
<td>$26,917</td>
</tr>
<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$887,940</td>
<td>$905,709</td>
<td>$923,813</td>
<td>$942,289</td>
<td>$961,135</td>
<td>$1,061,170</td>
<td>$1,171,618</td>
</tr>
<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>($66,596)</td>
<td>($67,977)</td>
<td>($69,263)</td>
<td>($70,672)</td>
<td>($72,085)</td>
<td>($74,588)</td>
<td>($87,831)</td>
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<tr>
<td>Rental Concessions</td>
<td>50</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>EFFECTIVE GROSS ANNUAL INCOME</td>
<td>$821,345</td>
<td>$837,771</td>
<td>$854,527</td>
<td>$871,617</td>
<td>$889,050</td>
<td>$981,583</td>
<td>$1,083,747</td>
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### EXPENSES

<table>
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<tr>
<th>EXPENSES</th>
<th>YEAR 1</th>
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<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>General &amp; Administrative Expenses</td>
<td>$34,531</td>
<td>$35,567</td>
<td>$36,634</td>
<td>$37,733</td>
<td>$38,865</td>
<td>$45,055</td>
<td>$52,231</td>
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<tr>
<td>Management Fee</td>
<td>$30,800</td>
<td>$31,416</td>
<td>$32,045</td>
<td>$32,686</td>
<td>$33,339</td>
<td>$36,089</td>
<td>$40,641</td>
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<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$125,547</td>
<td>$129,313</td>
<td>$133,193</td>
<td>$137,189</td>
<td>$141,304</td>
<td>$163,810</td>
<td>$189,901</td>
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<tr>
<td>Repairs &amp; Maintenance</td>
<td>$49,828</td>
<td>$51,323</td>
<td>$52,863</td>
<td>$54,448</td>
<td>$56,082</td>
<td>$65,014</td>
<td>$75,369</td>
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<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$20,400</td>
<td>$21,012</td>
<td>$21,642</td>
<td>$22,292</td>
<td>$22,950</td>
<td>$26,617</td>
<td>$30,857</td>
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<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$83,346</td>
<td>$85,846</td>
<td>$88,022</td>
<td>$91,074</td>
<td>$93,807</td>
<td>$108,748</td>
<td>$126,068</td>
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<td>Annual Property Insurance Premiums</td>
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<td>$62,362</td>
<td>$64,233</td>
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<td>$68,145</td>
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<td>Property Tax</td>
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<td>$42,008</td>
<td>$43,268</td>
<td>$44,566</td>
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</tbody>
</table>

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

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

Chad Bedwell
Printed Name: Chad Bedwell
Phone: 214-360-3374
Email: chad.bedwell@berkadia.com

Date: 3/1/2018

**Signature, Authorized Representative, Syndicator**

[If a revised form is submitted, date of submission: ___________________]
February 28, 2018

Zinia Gardens, LP
c/o Sunny Y. Philip
South Texas Collaborative for Housing Development, Inc.
118 N. Main Street
La Feria, TX 78559

Subject: Project Name: Zinia Gardens Apartments
Location: 21740 Hand Road
Combes, Cameron County, Texas 78552
Number of Units: 128
Loan Amount Requested: $4,816,879

The Undersigned has made application to Berkadia Commercial Mortgage LLC for a loan to develop the above referenced proposed multifamily rental property, that would be inclusive of the construction stage for such project and permanent financing aspect on a long-term amortizing basis based upon the following terms and conditions:

Berkadia: Berkadia Commercial Mortgage LLC

Proposed Borrower: Zinia Gardens, LP

Guarantor of Loan: United States Department of Housing and Urban Development

Property: Zinia Gardens, LP
21740 Hand Road
Combes, Cameron County, Texas 78552

Term/Amortization: 40 years

Total Loan Amount: $4,816,879 (HUD 221d4)

Anticipated Interest Rate: Note Rate 4.25%
MIP 0.25%
Total 4.50%

Final note rate will be determined at HUD Firm Commitment issuance based on market conditions of GNMA Securities at the time of the rate lock.

Anticipated Loan Constant: 5.20% excluding MIP (5.45% including MIP)

Debt Coverage Ratio: Minimum of 1.15x

Maximum Loan to Cost: 40%

Operating Expenses: $497,188

Net Operating Income: $324,156

Debt Service: $271,672

Reserves Required: Reserves for Replacement $300/per unit minimum

Initial Debt Coverage Ratio: Project maintains a minimum 1.15x throughout years 1-15.
Assessment of Feasibility: The attached 15-year pro forma was prepared by the Applicant and independently reviewed by Berkadia for the Zinnia Gardens in Combes, Texas. The pro forma is consistent with the unit rental rate assumptions, total operating expenses, net operating income and debt service coverage based on Berkadia’s current underwriting parameters and consistent with the loan terms indicated in the term sheet and is preliminarily considered feasible, pending further due diligence review. The debt service for each year maintains no less than a 1.15 debt coverage ratio.

Credit Worthiness: Additionally, we have performed a preliminary review of the credit worthiness of Zinnia Gardens, LP and its Principals. At this time, Berkadia 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.

The final loan amount and borrower approval is subject to the HUD Firm Commitment review, the foregoing conclusions are subject to change.

Subject to Berkadia’s obtaining from HUD a Firm Commitment for insurance of a Mortgage Loan, in an amount and reflecting such terms and conditions as are acceptable to Berkadia and to the Proposed Borrower, and further subject to all terms, conditions and provisions stated herein, as executed below by Berkadia, this document evidences the intent of the Berkadia to make a loan to the Proposed Borrower, to be secured by a credit instrument and security instrument covering real property with existing improvements thereon.

Although this document is subject to final underwriting of Berkadia and HUD, third party report verification of underwriting as well as receipt of an award of tax credits, it does represent the understanding of the parties as to the contemplated loan, and it is on the basis of this Term Letter as Proposed Berkadia, will proceed toward applying for a HUD commitment. Unless otherwise agreed, there will be no personal liability for defaults in payment of interest and/or principal on the Loan.

Additional Provisions: Documents are to be executed on such forms and are to contain such terms and provisions as Berkadia deems necessary or appropriate and as required by HUD. This Term Letter and any related application or commitment issued by HUD are subject to current regulations, policies and procedures of HUD and any changes thereto. The Berkadia serves in no fiduciary capacity for or relation to Borrower and/or Mortgagor. This Term Letter will expire within 3 months of execution unless extended by the Berkadia.

We appreciate the opportunity to provide you with your financing needs and look forward to working with you on this transaction.

Yours truly,

By: 
Berkadia Commercial Mortgage LLC
Chad Bedwell
Senior Director

AUTHORIZED AND ACCEPTED THIS 25TH DAY OF February, 2018:

Zinnia Gardens, LP

By: 
Name: Sunny K. Philip
Its: Authorized Signor
February 28, 2018

Mr. Sunny K. Phillip  
Executive Director  
South Texas Collaborative for Housing Development, Inc.  
118 N. Main St  
La Feria, Texas  78559

Re: Zinnia Gardens

Dear Mr. Phillip:

On behalf of National Equity Fund, Inc. ("NEF"), I am pleased to provide this Letter of Intent ("Letter") which outlines the principal business terms of our proposed investment in the above-named Project. We invest through our affiliate, NEF Assignment Corporation ("Assignment Corporation"), by purchasing a [99.97%] interest in the Limited Partnership formed to own and operate the Project. When we refer to "NEF," we mean National Equity Fund, Inc. and its affiliates, including without limitation Assignment Corporation. As a preliminary matter, I will note that the terms of this Letter are based on certain assumptions which are incorporated in corresponding TDHCA application. Changes in those assumptions may result in changes to the terms of our proposed investment.

Upon your acceptance of this Letter, we will begin our standard due diligence activities. Upon successful completion of our due diligence and receipt of internal approvals, we will prepare a Limited Partnership Agreement, based on our current model form ("Limited Partnership Agreement"), and related closing agreements. These agreements will incorporate the terms appearing in this Letter, subject to any modifications that may be required to obtain final investment approval. We will then proceed to close this investment. NEF is aware of the Readiness to Proceed requirements included in the 2018 QAP and intends to close this transaction by October 31, 2018. NEF has reviewed the following completed due diligence as of the issuance of this letter:
1. The financial feasibility of the Project including the review of site location;
2. Phase I;
3. Survey and title commitment
1. **Property Information**

The Project consists of a proposed LIHTC, multifamily community which will consist of 128 units for families located in Houston, TX. All 128 units will be set aside for families with incomes at or below 60% of Area Median Income.

2. **Property Ownership**

<table>
<thead>
<tr>
<th>Limited Partnership:</th>
<th>Zinnia Gardens, LP (the “Limited Partnership”)</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Partner:</td>
<td>LFZG-GP, LLC and will be owned by South Texas Collaborative for Housing Development, Inc.</td>
</tr>
<tr>
<td>Special Limited Partner:</td>
<td>South Texas Emerging Markets Development Fund, Inc.</td>
</tr>
<tr>
<td>Sponsor/Developer:</td>
<td>South Texas Collaborative for Housing Development, Inc.</td>
</tr>
<tr>
<td>Guarantor(s):</td>
<td>South Texas Emerging Markets Development Fund, Inc., South Texas Collaborative for Housing Development, Inc., LFZG-GP, LLC, and other entities as deemed necessary by NEF in its sole discretion. These entities have been reviewed by NEF.</td>
</tr>
<tr>
<td>Limited Partner:</td>
<td>One or more investor funds, limited partnerships or limited liability companies of which NEF or its affiliate is the general partner or managing member, or Assignment Corporation, as nominee, on behalf of one or more such entities.</td>
</tr>
</tbody>
</table>

3. **Project Financing**

A. **Construction Loan.** The Limited Partnership expects to receive a construction loan term sheet or commitment for the Project of approximately $4,816,879 for an initial term of at least 24 months and a 6 month extension at an estimated 4.5% interest rate.

B. **Permanent Financing.** The permanent financing on the project is as follows:
(All loans are non-recourse loans, unless otherwise noted, and all financing structures must be acceptable to NEF.)

<table>
<thead>
<tr>
<th>Lender</th>
<th>Lender/ Source</th>
<th>Amount</th>
<th>Interest Rate</th>
<th>Term</th>
<th>Amort</th>
<th>Hard/Soft Debt</th>
<th>Available During Const. (y/n)</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Mortgage</td>
<td>Berkadia</td>
<td>$4,816,879</td>
<td>4.5%</td>
<td>40</td>
<td>40</td>
<td>Hard</td>
<td>No</td>
</tr>
</tbody>
</table>

Permanent amortizing debt must be a fixed-rate commitment for a minimum of 15 years with terms acceptable to NEF.
4. **Timing Assumptions**

This Letter is based on the following timing assumptions:

<table>
<thead>
<tr>
<th>Benchmark</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Limited Partnership Closing</td>
<td>10/31/18</td>
</tr>
<tr>
<td>Construction Start</td>
<td>10/31/18</td>
</tr>
<tr>
<td>Placed In Service Date</td>
<td>2/1/20</td>
</tr>
<tr>
<td>100% Qualified Occupancy</td>
<td>2/1/21</td>
</tr>
<tr>
<td>Stabilized Occupancy</td>
<td>5/1/21</td>
</tr>
</tbody>
</table>

If these timing assumptions are not met, the terms of our proposed investment are subject to change. The term “Tax Credit Compliance Period” means, for each building in the Project, the 15 taxable years beginning with the first taxable year of the ‘Credit Period’, as defined in Section 42 of the Internal Revenue Code, as amended (“Code”).

5. **Tax Credit Price and Pay-In Schedule**

The Limited Partner will purchase the Tax Credits described in Paragraph 6 for a total purchase price of $13,497,300 ("Capital Contributions"), or $0.90 cents for each $1.00 of projected Tax Credits. Proceeds of the Capital Contributions will be used to fund Project equity ("Project Equity") and the non-deferred portion of the Developer Fee ("Non-Deferred Developer Fee"). NEF will advance Project Equity and the Non-Deferred Developer Fee in installments, based upon its determination that the conditions specified in the Limited Partnership Agreement for payment of that installment ("Applicable Conditions") have been met. We make this determination based on our review and approval of certain documents you provide to us. Equity disbursements during construction are expected to be made through the construction lender’s escrow or, if there is no construction lender, through a title company using a disbursement agreement acceptable to NEF. We currently expect installments of Project Equity will be paid according to the schedule below. The schedule identifies some of the Applicable Conditions that will apply to each payment.

A. **First Installment**: $10,122,975 (75.0%). The Applicable Conditions for this payment will include satisfactory evidence or approval of:

(i) Admission of NEF to the Limited Partnership and commencement of construction.
B. **Second Installment:** $1,889,622 (14.0%). The Applicable Conditions for this payment will include satisfactory evidence or approval of:

(i) Completion of 100% of Project construction (final lien waivers);
(ii) Temporary (or, if available, Final) Certificates of Occupancy;
(iii) Architect’s certification indicating that all the work has been completed substantially in accordance with plans and specifications;
(iv) Satisfactory of the 10% Carryover Allocation requirements (if not addressed at Closing);
(v) Owner’s title insurance policy in final form;
(vi) Architect’s certification indicating that all the work has been completed substantially in accordance with plans and specifications;
(vi) Draft Cost Certification verifying the Tax Credit basis;

$205,000 of this installment will be used to fund the Lease Up Reserve

C. **Third Installment:** $809,838 (6.0%). The Applicable Conditions for this payment will include satisfactory evidence or approval of:

(i) 100% Qualified Occupancy of all Project Tax Credit Units;
(ii) Funding of the Project’s permanent loan and receipt of executed permanent loan documents in approved form;
(iii) Payment of any amounts required by the General Partner’s Development Completion Guaranty;
(iv) Achievement of Stabilized Occupancy (generally defined as at least 93% occupancy with a Debt Service Coverage Ratio of 1.15x or better for a three consecutive month period after construction completion.
(vi) Completion of any outstanding punch list items;
(vii) Owner’s date down title insurance coverage;
(viii) “As-Built” ALTA survey;
(ix) Final lien waivers from the General Contractor;
(x) If applicable, receipt (or evidence of filing) of real estate tax abatement;
(xi) Final Certificates of Occupancy, if not previously provided;
(xii) Final Cost Certification verifying the Tax Credit basis;
(xiii) Funding of Project reserves (or funding with the proceeds of this installment) at the required levels;
(xiv) If applicable, satisfaction of radon testing requirements;
(xv) Recorded Extended Use Agreement; and

$400,000 of this installment will be used to fund the Operating Reserve
D. **Fourth Installment**: $674,865 (5%). The Applicable Conditions for this payment will include satisfactory evidence or approval of:

(i) The first year's tax return and K-1;
(ii) Fully executed Form 8609 for all Project buildings; and

6. **Developer Fee**

The Developer will earn a fee for development services in the total amount of $2,353,000 (the "Developer Fee"). $695,742 is projected to be deferred and will be paid from cash flow. If for some unforeseen reason a portion of the Developer Fee is deferred it will be payable from cash received from the operation of the Limited Partnership, after payment of debt service and operating expenses ("Cash Flow"), during the Tax Credit Compliance Period. Any principal balance and/or accrued interest on the Deferred Developer Fee remaining unpaid by the end of the eleventh (11th) year of the Tax Credit Compliance Period must be paid in full by the General Partner. Cash developer fee will be funded as follows: 25% at First Installment, 25% at Second Installment, 40% at Third Installment, and 10% at Fourth Installment. Pay-ins subject to final underwriting and approval.

7. **Reserve Requirements**

A. **Operating Reserve**: $400,000, will be funded from a portion of the Limited Partner's Capital Contributions. The General Partner will be permitted to use funds in the Operating Reserve account prior to any draw on its Operating Deficit Guaranty obligation. We approve all withdrawals from the Operating Reserve account. This Operating Reserve account remains with the Limited Partnership through the Tax Credit Compliance Period and any funds in the account at the end of that period will be distributed according to the priorities identified for Sale/Refinancing proceeds under Paragraph 13 hereof.

B. **Escrow Reserve**: $205,000 will be funded from a portion of the Limited Partner's Capital Contributions.

C. **Replacement Reserve**: The General Partner must fund the Replacement Reserve account in the annual amount of $300 per unit per year (to be increased annually by 3% per annum from Project revenues throughout the Tax Credit Compliance Period. We must approve withdrawals that in the aggregate during any calendar year exceed the lesser of (i) $5,000 or (ii) ten percent (10%) of the amount then remaining in the Replacement Reserve account. Any funds remaining in the Replacement Reserve account at the end of the Tax Credit Compliance Period will be distributed according to the priorities identified for Sale/Refinancing proceeds under Paragraph 13 hereof.
8. **General Partner Guaranties and Other Obligations**

A. **Development Completion Guaranty.** Guarantors will provide an unlimited guarantee of development completion which includes payments required for construction completion, funding of any operating deficits prior to Stabilized Occupancy, and conversion of the construction loan to a right-sized permanent loan having debt service requirements consistent with targeted debt service coverage levels. The General Partner will provide monthly reports to us during construction. The general contractor will provide (i) either a Stipulated Sum Contract or a Guaranteed Maximum Price Contract (using the current A1A form of agreement), and (ii) either a letter of credit equal to 15% of the total construction cost or a 100% payment and performance bond.

B. **Operating Deficit Guaranty.** Guarantors will provide an Operating Deficit Guaranty in the amount of $400,000 until the Project has maintained a 1.15 annual Debt Service Coverage Ratio for two consecutive years after the third anniversary of the date Stabilized Occupancy is achieved. If at the end of that period the Operating Reserve is not funded at the level specified in Paragraph 7.A above, the Operating Deficit Guaranty will remain in effect until the General Partner causes the Operating Reserve to be funded at the required level in the manner provided in the Limited Partnership Agreement.

C. **Repurchase.** Guarantors are required to repurchase the Limited Partner’s interest if certain major adverse events occur that threaten the continuing viability of the Project or its ability to generate the projected Tax Credits. The conditions triggering this repurchase obligation and the repurchase amount are described in detail in the Limited Partnership Agreement.

D. **Environmental Indemnification.** Guarantors will provide an environmental indemnification with regard to the presence of any hazardous substances or the existence of other environmental conditions at the Project Property. Our standard environmental indemnification provisions are contained in the Limited Partnership Agreement.

**Guaranty of General Partner’s Obligations.** The Guarantor(s) (jointly and severally if there is more than one) will guaranty full performance of all of the General Partner’s obligations under the Limited Partnership Agreement, including the specific guaranty obligations described under this Paragraph 11. All guaranties provided by the General Partner and
Guarantor(s) are joint and several and payments under these guaranties will be made as no-interest loans to the Limited Partnership.

9. **Limited Partner Transfers**

The Limited Partner will have certain rights to transfer its interest in the Limited Partnership, including the right to withdraw from the Limited Partnership at any time after the Limited Partner has satisfied its obligation to pay Capital Contributions and the right to put its interest to the General Partner upon the expiration of the Tax Credit Compliance Period.

10. **Reports**

During the term of our investment, the General Partner will provide the following reports: (i) quarterly management and financial reports for the Limited Partnership, (ii) state and federal tax returns, (iii) monthly construction status and lease-up reports, (iv) copies of all construction loan draw requests, (v) annual audited financial statements for the Limited Partnership prepared in accordance with generally accepted accounting principles (GAAP), (vi) annual budget, and (vii) other information regarding significant Limited Partnership operations. The General Partner is required to submit such reports to the Limited Partner within the time frames established by the Limited Partnership Agreement. The fiscal year of the Limited Partnership will be the calendar year unless otherwise specified by us.

11. **Limited Partner Expenses**

We will charge the Limited Partnership $52,000 for legal fees and other closing costs inclusive of the NEF tax opinion. We may require a third party construction inspector to provide monthly reports to us. If a third party construction inspector is needed, the cost will be added to the Project budget.

12. **Model Form Project Limited Partnership Agreement**

The Limited Partnership Agreement will be prepared by our attorneys using our current model form agreement. The model form contains a variety of key terms that define the rights and obligations of the parties. This document is updated on a periodic basis in response to comments we receive from investors.
13. **Summary**

This Letter summarizes the general terms and conditions of our investment which will be further detailed in the Limited Partnership Agreement. If these terms are acceptable to you, please sign and return this Letter to:

Jason Aldridge | Vice President of Originations  
NATIONAL EQUITY FUND®  
5332 Longview St  
Dallas, TX 75206  
Phone (972) 741-5150

This Letter is valid until August 31, 2018 with an LPA closing no later than October 31, 2018. If this Letter is not signed by you prior to such date due to changes in market conditions or other assumptions on which this Letter is based, we will extend the date so long as you continue to work with us in good faith to restructure the transaction in a mutually satisfactory manner. We reserve the right to terminate this Letter at any time if we determine that such efforts are not likely to lead to a result reasonably satisfactory to us within a reasonable period of time not to exceed sixty (60) days from the date of this Letter.

By signing this Letter, and in consideration of the cost and expense incurred or to be incurred by us in conducting due diligence documentation and review, the Sponsor/General Partner hereby grants NEF or its affiliate the right to acquire a 99.99% interest in the Limited Partnership and the exclusive right to syndicate the Tax Credits generated by the Project. Our exclusive right to syndicate the tax credits shall continue until the earlier of (i) the date that occurs two years from the date of this letter or (ii) the date on which we agree in writing to terminate its exclusive right to syndicate the Tax Credits. Also, by executing this Letter you hereby authorize us to make any credit inquiries that we may deem necessary as part of its underwriting. These credit inquiries may be performed on the General Partner, Sponsor/Developer, Guarantors, or any other entities as determined to be necessary by us.

As next steps, we will perform a site visit and conduct document review and other due diligence activities to verify the information that has been provided and will be provided and the assumptions contained in the Projections. Our ability to recommend this proposed investment for final internal approval will depend upon a satisfactory outcome to these due diligence activities. Final internal approval requires action by our Investment Review Committee. If the committee grants approval, we will prepare the Limited Partnership Agreement and discuss with you and your attorneys all closing documentation and checklist items. This Investment Review Committee must approve this investment and the closing must occur by the date shown in Paragraph 5 above. We reserve the right to terminate this Letter if we determine that any of the conditions described in this paragraph have not or will not be met in a timely manner.
Upon receipt of this Letter executed by you, NEF will continue its due diligence on the Project investment. At your request, we may engage outside counsel to draft documents and conduct legal reviews prior to approval of this transaction by our Investment Review Committee, on the condition that you assume responsibility for payment of our legal fees if the transaction is not approved or does not close due to a change of assumptions incorporated in the Projections or other reasons outside of NEF's control.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]
Project Name: Zinnia Gardens
Date: 2/28/18
Page 10

We look forward to working with you and your organization on this important affordable housing project in your community.

Sincerely,

NATIONAL EQUITY FUND, INC.

Jason Aldridge, Vice President

Accepted:

By: ____________________________ DATE: 03-01-2018
February 12, 2018

Zinnia Gardens, LP
P.O. Box 359
La Feria, TX 78559

Re: Zinnia Gardens Apartments
21740 Hand Road
TDHCA Application No. 18103

This letter is to advise you that the Town of Combes supports the development of proposed Zinnia Gardens Apartments in Combes, Texas.

The Town of Combes is committing $600.00 as funding from local political subdivision in the form of reduction in building permit fees.

If you have any questions or need any additional information, please do not hesitate to contact us.

Sincerely,

[Signature]

Marco Sanchez
Mayor
Employer Identification Number: 27-1198063
DLN: 400118002
Contact Person: MICHAEL CONDON
Contact Telephone Number: (877) 829-5500
Accounting Period Ending: September 30
Public Charity Status: 170(b)(1)(A)(vi)
Form 990 Required: Yes
Effective Date of Exemption: September 18, 2009
Contribution Deductibility: Yes
Addendum Applies: No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.
SOUTH TEXAS COLLABORATIVE FOR

We have sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,

[Signature]

Luis G. Lerner
Director, Exempt Organizations

Enclosure: Publication 4221-PC
To create blank Previous Participation Forms, right-click the "39 Previous Participation Form" tab. In the pop-up menu, click "Move or Copy". In the next pop-up menu, click "(move to end)", checkmark the "Create a copy" box at the bottom left of the menu, and click "OK". This will create a copy of the tab that allows conversion into Acrobat as a single-page pdf file.

The Previous Participation Form of each person or organization should be converted to pdf as a single page that contains the entire form. Only if TDHCA properties are so numerous that their number demands it, should the one page format be exceeded. All entries on the form must be legible.
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: South Texas Collaborative for Housing Development, Inc.
Email Address: skphilp@stchd.org
City & State of Home Addr: 118 N. Main St./PO Box 329 La Feria, Texas 78559
Applicant Legal Name: Zinna Gardens, LP

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>
<th>Control End (mm/yy)</th>
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</thead>
<tbody>
<tr>
<td>10151</td>
<td>Sunflower Estates Apartments</td>
<td>La Feria</td>
<td>Competitive (9%) HTC</td>
<td>Jul-10</td>
<td>r/a</td>
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<tr>
<td>12379</td>
<td>Sunrise Terrace Apartments</td>
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<td>Competitive (9%) HTC</td>
<td>Jul-12</td>
<td>r/a</td>
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<td>Competitive (9%) HTC</td>
<td>Jul-13</td>
<td>r/a</td>
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<td>17401</td>
<td>Primrose Village Apartments</td>
<td>Weslaco</td>
<td>Non-Competitive (4%) HTC</td>
<td>Oct-17</td>
<td>r/a</td>
</tr>
</tbody>
</table>

2. Identify all Community Affairs and Single Family department programs that you have participated in within the last three(3) years by placing an "x" next to the program name.

   By selecting this box I certify that I have no prior experience with any TDHCA Single Family or Community Affairs Programs.

<table>
<thead>
<tr>
<th>Community Affairs:</th>
<th>CEAP</th>
<th>DOE</th>
<th>HHSP</th>
<th>WAP</th>
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<tbody>
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<td>Other:</td>
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<td>NSP</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:  
**Luis Garza, President STCHD**

Email Address:  
luis.garza@rgv.rr.com

City & State of Home Addr:  
908 Palm Ave. La Feria, TX 78559

Applicant Legal Name:  
Bamboo Estates, LP

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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<td>Sunrise Terrace Apartments</td>
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<td>Competitive (9%) HTC</td>
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2. Identify all Community Affairs and Single Family department programs that you have participated in within the last three(3) years by placing an "x" next to the program name.

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Person/Role: George Dale, Vice President STCHD
Email Address: dale.george@gmail.com
City & State of Home Addr: 608 Parker Circle La Feria, TX 78559
Applicant Legal Name: Zinnia Gardens, LP

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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Person/Role: Ida Silguero, Secretary/Treasurer STCHD

Email Address: arnolios1@yahoo.com

City & State of Home Addr: 412 W. Spruce Avenue La Feria, TX 78559

Applicant Legal Name: Zinnia Gardens, LP

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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Person/Role: Angelica Baldivia, Director STCHD

Email Address: apbaldivia@yahoo.com

City & State of Home Addr: 1008 Tangelo La Feria, TX 78559

Applicant Legal Name: Zinnia Gardens, LP

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Person/Role: Gloria Casas, Director STCHD  
Email Address: casasantillan@aol.com  
City & State of Home Addr: 12707 S. Arroyo Lane La Feria, TX 78559  
Applicant Legal Name: Zinia Gardens, LP

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Person/Role: Emma Martinez, Director STCHD
Email Address: emma.martinez57@yahoo.com
City & State of Home Addr: 719 Avenue B La Feria, TX 78559
Applicant Legal Name: Zinnia Gardens, LP

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Person/Role: Elizabeth Heidi Warner, Director STCHD

Email Address: hwarner55@yahoo.com

City & State of Home Addr: 420 E. Magnolia Avenue La Feria, TX 78559

Applicant Legal Name: Zinnia Gardens, LP

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<td>17401</td>
<td>Primrose Village Apartments</td>
<td>Weslaco</td>
<td>Non-competitive (4%) HTC</td>
<td>Oct-17</td>
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Form must be completed separately for each entity (i.e. person, organization, etc.) that has or will have a controlling interest or oversight in the contract, award, agreement, or ownership transfer being considered. This form should also be completed for each board member, individual with signature authority, executive director, or elected official that represents the person/entity (as applicable).

Person/Role: Sunny K. Philip, Executive Director STCHD
Email Address: skphilip@stchd.org
City & State of Home Addr: 900 E. Palm Avenue, La Feria, TX 78559
Applicant Legal Name: Zinnia Gardens, LP

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>10151</td>
<td>Sunflower Estates Apartments</td>
<td>La Feria</td>
<td>Competitive (9%) HTC</td>
<td>Jul-10 n/a</td>
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</tr>
<tr>
<td>12379</td>
<td>Sunrise Terrace Apartments</td>
<td>La Feria</td>
<td>Competitive (9%) HTC</td>
<td>Jul-12 n/a</td>
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<tr>
<td>13281</td>
<td>Sunnyst Apartments</td>
<td>Primera</td>
<td>Competitive (9%) HTC</td>
<td>Jul-13 n/a</td>
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<tr>
<td>15242</td>
<td>Sundance Meadows Apartments</td>
<td>Brownsville</td>
<td>Competitive (9%) HTC</td>
<td>Aug-15 n/a</td>
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<tr>
<td>17401</td>
<td>Primrose Village Apartments</td>
<td>Wescinao</td>
<td>Non Competitive (4%) HTC</td>
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2. Identify all Community Affairs and Single Family department programs that you have participated in within the last three (3) years by placing an "x" next to the program name.

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Person/Role: Zinnia Gardens, LP
Email Address: skphlip@stdhd.org
City & State of Home Addr: 118 N. Main St., PO BOX 329 La Feria, TX 78559
Applicant Legal Name: Zinnia Gardens, LP

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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**Person/Role:** LFZG-GP, LP  
**Email Address:** skehilip@stchd.org  
**City & State of Home Addr:** 118 N. Main St./ PO BOX 329 La Feria, TX 78559  
**Applicant Legal Name:** Zinnia Gardens, LP

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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Person/Role: LFZG-SLP, LLC
Email Address: skphilip@stchd.org
City & State of Home Addr: 118 N. Main St / PO BOX 329 La Feria, TX 78559
Applicant Legal Name: Zinnia Gardens, LP

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2018 HTC
Full Application

Part 31
Financing Narrative and Summary of Sources and Uses

#18103
Zinnia Gardens Apartments
2018 HTC
Full Application

Part 32
Financial Capacity, Owner Equity, and Appraisal Requirements

#18103
Zinnia Gardens Apartments
2018 HTC
Full Application

Part 34
Finance Scoring

#18103
Zinnia Gardens Apartments
2018 HTC
Full Application

Part 35
Supporting Documents

#18103
Zinnia Gardens Apartments
2018 HTC
Full Application

Part 36
Sponsor Characteristics

#18103
Zinnia Gardens Apartments
2018 HTC
Full Application

Part 37
Owner and Developer
Organization Charts

#18103
Zinnia Gardens Apartments
Part 38
List of Organizations and Principals

#18103
Zinnia Gardens Apartments
2018 HTC
Full Application

Part 40
Nonprofit Participation

#18103
Zinnia Gardens Apartments
2018 HTC
Full Application

Part 41
Nonprofit Supporting Documents

#18103
Zinnia Gardens Apartments
2018 HTC
Full Application

Part 42
Development Team Members

#18103
Zinnia Gardens Apartments
2018 HTC
Full Application

Part 43
Architect Certification Form

#18103
Zinnia Gardens Apartments
Part 45
Applicant Credit Limit Documentation and Certification

#18103
Zinnia Gardens Apartments
2018 HTC
Full Application

Part 46
Community Input Scoring Items

#18103
Zinnia Gardens Apartments
February 23, 2018

Mr. Sunny K. Philip
Zinnia Gardens, L.P.
P.O. Box 329
La Feria, Texas  78559

RE: Texas Department of Housing and Community Affairs Application

Dear Mr. Philip,

Catholic Charities of the Rio Grande Valley is classified as a non-profit organization under the 501(c)(3) of the Internal Revenue Service Code. We are dedicated to serving and providing assistance to the residents of all communities, including the residents of the City of Combes.

Catholic Charities of the Rio Grande Valley recognizes the need for safe housing throughout the State of Texas and fully supports the efforts of Zinnia Gardens, L.P., to bring decent and affordable housing to the City of Combes and the surrounding community.

The future residents of Zinnia Garden Apartments, to be located at 21740 Hand Rd., Combes, TX, will be welcomed within our organization and may seek assistance through the programs that we offer.

Sincerely,

Sr. Norma Pimentel
Executive Director
February 21, 2018

Mr. Sunny K. Philip
Zinnia Gardens, L.P.
P.O. Box 329
La Feria, Texas 78559

Dear Mr. Philip,

Neighbors In Need Of Services, Inc. is classified as a non-profit organization under the 501(c)(3) of the Internal Revenue Service Code. We are dedicated to serving and providing assistance to the residents of all communities, but especially the residents of the City of Combes.

Neighbors In Need Of Services, Inc. recognizes the need for safe housing throughout the State of Texas and fully supports the efforts of Zinnia Gardens, L.P., to bring decent and affordable housing to the City of Combes and the surrounding community.

The future residents of Zinnia Garden Apartments, to be located at 21740 Hand Rd., Combes, TX, will be welcomed within our organization and may seek assistance through the programs that we offer.

Sincerely,

Manuela Rendon
Executive/Head Start Director
NINOS, Inc.
NINOS, Inc. Head Start/Early Head Start Program

Neighbors In Need Of Services, Inc. (NINOS) Head Start/Early Head Start program is a comprehensive childcare and development program which serves children and their families from pregnancy through four (4) years of age. Some of the services Head Start children receive include educational, nutritional, dental, health, transition and special services. One of the criteria for receiving Head Start services is that the families meet Federal Income Guidelines. These guidelines are based on poverty data and must be used to determine Head Start eligibility for economically challenged families.

NINOS, Inc. is a single purpose, non-profit agency that has been in service since 1990. The agency provides services to children and families in Cameron and Willacy Counties through the Head Start and Early Head Start Program. The total enrollment is 2,914 of which 208 are pregnancy to three year olds in Early Head Start and 2,706 three and four year old Head Start children.

The mission of NINOS, Inc. is to promote positive outcomes for the children and their families. NINOS, Inc. works to enhance the development of young children, promote healthy family functioning, provide for staff development and establish partners among the community. The agency is designed to reinforce and respond to the unique strengths and needs of each individual child, family and staff.

The agency provides the parents with an array of ongoing trainings, which enhances personal growth opportunities. Some of the topics include Expanded Nutrition Program, Prenatal Care, Developmental Stages of Children, Shaken Baby Syndrome, Child Abuse and Health Education, Oral Health, Mental Health, Parent Enrichment sessions, Marriage Enrichment sessions and Transportation Laws. Our program also offers Parent/Youth Mini-Conferences. Parent Committee & Policy Council Officers Training, Governance Training. We also encourage our fathers to take an active role in their child’s holistic development through Fatherhood Neighborhood Conferences.

Health fairs are scheduled for our Head Start families and communities throughout the year. NINOS, Inc. collaborates with the Texas Department of Health and Human Services (TDHS), local clinics, school districts, doctors and other health agencies to provide a variety of educational health information as well as screening for a variety of illnesses. There is collaboration between NINOS, Inc and Texas Department of Health and Human Services (TDHS) in order to mutually share information with (TDHS) clients and Head Start/Early Head Start Families on recruitment, health fairs, available resources, program requirements and application processes.
February 20, 2018

Mr. Sunny K. Philip  
Zinnia Gardens, L.P.  
P.O. Box 329  
La Feria, Texas  78559

Dear Mr. Philip,

The Food Bank of the Rio Grande Valley is classified as a non-profit organization under the 501(c)(3) of the Internal Revenue Service Code. We are dedicated to serving and providing assistance to the residents of all communities, but especially the residents of the City of Combes.

The Food Bank of the Rio Grande Valley recognizes the need for safe housing throughout the State of Texas and fully supports the efforts of Zinnia Gardens, L.P., to bring decent and affordable housing to the City of Combes and the surrounding community.

The future residents of Zinnia Garden Apartments, to be located at 21740 Hand Rd., Combes, TX, will be welcomed within our organization and may seek assistance through the programs that we offer.

If you have any questions or concerns feel free to call me at (956) 904-4506 or email me at: libbys@foodbankrgv.com

Sincerely,

Libby Salinas  
Chief Programs Officer  
Food Bank RGV
February 20, 2018

Mr. Sunny K. Philip  
Zinnia Gardens, L.P.  
P.O. Box 359  
La Feria, Texas 78559

Dear Mr. Philip,

Rio Grande Valley Literacy Center classified as a non-profit organization under the 501(c)(3) of the Internal Revenue Service Code. We are dedicated to serving and providing assistance to the residents of all communities, but especially the residents of the City of Combs.

Rio Grande Valley Literacy Center recognizes the need for safe housing throughout the State of Texas and fully supports the efforts of Zinnia Gardens, L.P., to bring decent and affordable housing to the City of Lyford and the surrounding community.

The future residents of Zinnia Garden Apartments, to be located at 21740 Hand Rd., Combs, TX, will be welcomed within our organization and may seek assistance through the programs that we offer.

Sincerely,

Diana Garza-Farias  
RGVLC Director  
Rio Grande Valley Literacy Center  
1005 West Gore  
956 961-4299

Mission: “The Rio Grande Valley Literacy Center Provides Economic Opportunities, By Empowering our Communities through Adult Education and Literacy”.
February 20, 2018

Mr. Sunny K. Philip  
Zinnia Gardens, L.P.  
P.O. Box 329  
La Feria, Texas 78559

Dear Mr. Philip,

The Community Council of the Rio Grande Valley is classified as a non-profit organization under the 501(c)(3) of the Internal Revenue Service Code. We are dedicated to serving and providing assistance to the residents of all communities in the Rio Grande Valley, but especially the residents of the City of Combes.

The Community Council of the Rio Grande Valley recognizes the need for safe housing throughout the State of Texas and fully supports the efforts of Zinnia Gardens, L.P., to bring decent and affordable housing to the City of Combes and the surrounding community.

The future residents of Zinnia Garden Apartments, to be located at 21740 Hand Rd., Combes, TX, will be welcomed within our organization and may seek assistance through the programs that we offer.

Sincerely,

Abby Torre  
Executive Director  
Community Council of the Rio Grande Valley  
2-1-1  
956-358-5116  
atorre@cergv.org  
www.211texas.org
FREE TAX PREPARATION
Serving Hidalgo & Starr Counties

2016-2017 Results
3,818 Families Served
$3,793,163 Earned Income Credits Refunded
$7,566,431 Total Refunds

Get your Taxes prepared for FREE! By trained volunteers in your community for working families earning less than $54,000

What you need to bring to the site?

Did You Know?
You may be eligible to receive Earned Income Tax Credit worth up to $6,318
- Valid identification.
- Social Security Cards for all household members.
- Forms W-2, W-2G, 1099-R, from all employers.
- 1095A form if you purchased insurance thru the Marketplace.
- Interest and dividend statements from banks (Form 1099).
- A copy of last year’s tax return if available.
- Bank Routing Numbers and Account Numbers for Direct Deposit.
- Total paid for day care provider and the day care provider’s tax identifying number.
- To file taxes electronically on a married filing joint tax return, both spouses must be present to sign the required forms.

To complete your Return online for FREE, visit www.unitedway.org/myfreetaxes

VITA SITES

Affordable Homes - McAllen
1420 Erin Ave McAllen, TX 78501

Affordable Homes Weslaco
134 W. 5th St. Weslaco, TX 78596

Bowie Elementary
811 E. Bowie Alamo, TX 78516

Calvary Baptist Church
1600 Harvey St. McAllen, TX 78501

Palmview Community Center
3401 Jordan Ave McAllen, TX 78503

PSJA-CCTA Building
1100 E. Hwy 83 Pharr, TX 78577

Goodwill Industries - Edinburg
3502 C, 69 S 1 Rd. Edinburg, TX 78542

Palmview High School
3901 N. La Homa Rd. Mission, TX 78572

Juarez High School
7801 W. 7 Mile Rd. Mission, TX 78574

Rio Grande City Hall
5332 E. Hwy 83, RGC TX 78582

Roma High School
2021 N. US. Hwy 83 Roma, TX 78584

South Texas College
3700 W. Military Hwy (BLDG A) McAllen, TX 78503

UTRGV - Education Building
1201 W. University Dr. Edinburg TX, 78542

Speer Memorial Library
801 E. 12th St, Mission, TX 78572

For More Information
Call: 211

Proud Sponsors:
Need help and don’t know who to call?

DIAL 2 1 1

We have trained specialists ready to connect you with services.

- Food assistance
- Housing & shelter
- Health services
- Veterans assistance
- Mental health services
- Financial & legal
- Employment help
- Child care & education
- Aging & disability
- Crisis & emergency
- And more

To learn more, go to 211Texas.org*

WE CAN HELP

*To apply for health or food benefits, go to YourTexasBenefits.com
Be Ready

Suggested list of items to take during an evacuation

- Birth Certificates
- Immunization Records
- Driver’s license or photo ID
- Social Security Cards
- Prescriptions/Medications
- 3-5 day supply of water (one gallon of water per person per day)
- 3-5 day supply of canned and other non-perishable foods
- Baby food, formula, diapers and other supplies for infants
- Manual can opener
- Clothing for 3-5 days
- Blankets/sleeping bags and pillows
- First Aid Kit

DIAL 2 1 1

- Evacuation Routes
- Shelters
- Rest Stops
- Evacuation Transportation

Do you have a physical or mental handicap that limits your ability to evacuate?

Register today for:
State of Texas Emergency Assistance Registry

Online:
https://STEAR.dps.texas.gov

Or
Call 2-1-1 option 1

Fax to: (866) 557-1074
Email to: STEAR@dps.texas.gov

Need help and don’t know who to call?

DIAL 2 1 1

We have trained specialists ready to connect you with services.
To learn more, go to 211Texas.org*

*For more information on services, visit YourTexasBenefits.com

TENNESSEE
211
Emergency Services

or

for help from local government agencies, visit a Texas Benefits office or call 211.
February 21, 2018

Mr. Sunny K. Philip  
Zinnia Gardens, L.P.  
P.O. Box 329  
La Feria, Texas 78559

Dear Mr. Philip,

Neighbors In Need Of Services, Inc. is classified as a non-profit organization under the 501(c)(3) of the Internal Revenue Service Code. We are dedicated to serving and providing assistance to the residents of all communities, but especially the residents of the City of Combes.

Neighbors In Need Of Services, Inc. recognizes the need for safe housing throughout the State of Texas and fully supports the efforts of Zinnia Gardens, L.P., to bring decent and affordable housing to the City of Combes and the surrounding community.

The future residents of Zinnia Garden Apartments, to be located at 21740 Hand Rd., Combes, TX, will be welcomed within our organization and may seek assistance through the programs that we offer.

Sincerely,

[Signature]
Manuela Rendon  
Executive/Head Start Director  
NINOS, Inc.
NINOS, Inc. Head Start/Early Head Start Program

Neighbors In Need Of Services, Inc. (NINOS) Head Start/Early Head Start program is a comprehensive childcare and development program which serves children and their families from pregnancy through four (4) years of age. Some of the services Head Start children receive include educational, nutritional, dental, health, transition and special services. One of the criteria for receiving Head Start services is that the families meet Federal Income Guidelines. These guidelines are based on poverty data and must be used to determine Head Start eligibility for economically challenged families.

NINOS, Inc. is a single purpose, non-profit agency that has been in service since 1990. The agency provides services to children and families in Cameron and Willacy Counties through the Head Start and Early Head Start Program. The total enrollment is 2,914 of which 208 are pregnancy to three year olds in Early Head Start and 2,706 three and four year old Head Start children.

The mission of NINOS, Inc. is to promote positive outcomes for the children and their families. NINOS, Inc. works to enhance the development of young children, promote healthy family functioning, provide for staff development and establish partners among the community. The agency is designed to reinforce and respond to the unique strengths and needs of each individual child, family and staff.

The agency provides the parents with an array of on going trainings, which enhances personal growth opportunities. Some of the topics include Expanded Nutrition Program, Prenatal Care, Developmental Stages of Children, Shaken Baby Syndrome, Child Abuse and Health Education, Oral Health, Mental Health, Parent Enrichment sessions, Marriage Enrichment sessions and Transportation Laws. Our program also offers Parent/Youth Mini-Conferences. Parent Committee & Policy Council Officers Training, Governance Training. We also encourage our fathers to take an active role in their child’s holistic development through Fatherhood Neighborhood Conferences.

Health fairs are scheduled for our Head Start families and communities throughout the year. NINOS, Inc. collaborates with the Texas Department of Health and Human Services (TDHS), local clinics, school districts, doctors and other health agencies to provide a variety of educational health information as well as screening for a variety of illnesses. There is collaboration between NINOS, Inc and Texas Department of Health and Human Services (TDHS) in order to mutually share information with (TDHS) clients and Head Start/Early Head Start Families on recruitment, health fairs, available resources, program requirements and application processes.
February 20, 2018

Mr. Sunny K. Philip  
Zinnia Gardens, L.P.  
P.O. Box 329  
La Feria, Texas  78559

Dear Mr. Philip,

The Food Bank of the Rio Grande Valley is classified as a non-profit organization under the 501(c)(3) of the Internal Revenue Service Code. We are dedicated to serving and providing assistance to the residents of all communities, but especially the residents of the City of Combes.

The Food Bank of the Rio Grande Valley recognizes the need for safe housing throughout the State of Texas and fully supports the efforts of Zinnia Gardens, L.P., to bring decent and affordable housing to the City of Combes and the surrounding community.

The future residents of Zinnia Garden Apartments, to be located at 21740 Hand Rd., Combes, TX, will be welcomed within our organization and may seek assistance through the programs that we offer.

If you have any questions or concerns feel free to call me at (956) 904-4506 or email me at: libbys@foodbankrgv.com

Sincerely,

Libby Salinas  
Chief Programs Officer  
Food Bank RGV
February 20, 2018

Mr. Sunny K. Philip  
Zinnia Gardens, L.P.  
P.O. Box 359  
La Feria, Texas 78559

Dear Mr. Philip,

Rio Grande Valley Literacy Center classified as a non-profit organization under the 501(c)(3) of the Internal Revenue Service Code. We are dedicated to serving and providing assistance to the residents of all communities, but especially the residents of the City of Combs.

Rio Grande Valley Literacy Center recognizes the need for safe housing throughout the State of Texas and fully supports the efforts of Zinnia Gardens, L.P., to bring decent and affordable housing to the City of Lyford and the surrounding community.

The future residents of Zinnia Garden Apartments, to be located at 21740 Hand Rd., Combs, TX, will be welcomed within our organization and may seek assistance through the programs that we offer.

Sincerely,

Diana Garza-Farias  
RGVLC Director  
Rio Grande Valley Literacy Center  
1005 West Gore  
956 961-4299

Mission: “The Rio Grande Valley Literacy Center Provides Economic Opportunities, By Empowering our Communities through Adult Education and Literacy”
TOWN OF COMBES
RESOLUTION NO. 2018 - 1

WHEREAS, Zinnia Gardens, LP has proposed a development for affordable rental housing at 21740 Hand Road named Zinnia Gardens Apartments in the Town of Combes, Cameron County, Texas; and

WHEREAS, Zinnia Gardens, LP has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs for 2018 Competitive 9% Housing Tax Credits for Zinnia Gardens Apartments.

It is hereby

RESOLVED, that the Town of Combes, acting through its governing body, hereby confirms that it supports the proposed Zinnia Gardens Apartments, TDHCA Application #18103, located at 21740 Hand Road and that this formal action has been taken to put on record the opinion expressed by the Town of Combes on February 12, 2018 and

FURTHER RESOLVED, that for and on behalf of the Governing Body, Town Secretary is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

Passed and approved on this 12th day of February 2018.

APPROVED:

[Signature]
Marco Sanchez
Mayor

ATTEST:

[Signature]
Aida Gutierrez
Town Secretary
February 12, 2018

Zinnia Gardens, LP
P.O. Box 359
La Feria, TX 78559

Re: Zinnia Gardens Apartments
21740 Hand Road
TDHCA Application No. 18103

This letter is to advise you that the Town of Combes supports the development of proposed Zinnia Gardens Apartments in Combes, Texas.

The Town of Combes is committing $600.00 as funding from local political subdivision in the form of reduction in building permit fees.

If you have any questions or need any additional information, please do not hesitate to contact us.

Sincerely,

[Signature]

Marco Sanchez
Mayor
February 20, 2018

Tim Irvine
Executive Director
Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, TX 78701

Re: TDHCA #18103 - Zinnia Gardens Apartments - Combes, Texas

Dear Mr. Irvine,

I am writing to extend my full support for the new proposed construction for the Zinnia Gardens Apartments located in Combes, Texas in Cameron County. I understand that Zinnia Gardens Apartments will be considered for tax credits, TDHCA Tax Credit Application #18103 from the Texas Department of Housing and Community Affairs in the 2018 competitive round.

I believe this project can provide a wonderful opportunity to continue to meet the growing need for affordable housing in Cameron County. The amenities, location, and the tenant social services to be offered will continue to raise the standard of living for all the families who would call Zinnia Gardens Apartments home.

I fully support Zinnia Gardens Apartments and their efforts in the community and look forward to hopefully seeing this project come to fruition in the coming years.

I appreciate the opportunity to voice my support for this development and look forward to hearing from you soon.

Sincerely,

State Representative, District 35
February 20, 2018

Mr. Sunny K. Philip
Zinnia Gardens, L.P.
P.O. Box 329
La Feria, Texas 78559

Dear Mr. Philip,

The Community Council of the Rio Grande Valley is classified as a non-profit organization under the 501(c)(3) of the Internal Revenue Service Code. We are dedicated to serving and providing assistance to the residents of all communities in the Rio Grande Valley, but especially the residents of the City of Combes.

The Community Council of the Rio Grande Valley recognizes the need for safe housing throughout the State of Texas and fully supports the efforts of Zinnia Gardens, L.P., to bring decent and affordable housing to the City of Combes and the surrounding community.

The future residents of Zinnia Garden Apartments, to be located at 21740 Hand Rd., Combes, TX, will be welcomed within our organization and may seek assistance through the programs that we offer.

Sincerely,

Abby Torre
Executive Director
Community Council of the Rio Grande Valley
2-1-1
956-358-5116
atorre@cergv.org
www.211texas.org
FREE TAX PREPARATION
Serving Hidalgo & Starr Counties

2016-2017 Results
3,818 Families Served
$3,793,163 Earned Income Credits Refunded
$7,566,431 Total Refunds

Get your Taxes prepared for FREE! By trained volunteers in your community for working families earning less than $54,000

VITA SITES
Affordable Homes - McAllen
1420 Erie Ave McAllen, TX 78501
Affordable Homes Weslaco
134 W. 5th St. Weslaco, TX 78596
Bowie Elementary
811 E. Bowie Alamo, TX 78516
Calvary Baptist Church
1600 Harvey St. McAllen, TX 78501
Palmview Community Center
3401 Jordan Ave McAllen, TX 78503
PSJA-CCTA Building
1100 E. Hwy 83 Pharr, TX 78577
Goodwill Industries - Edinburg
3802 C, 69 S 1 Rd. Edinburg, TX 78542
Palmview High School
3901 N. La Homa Rd. Mission, TX 78572
Juarez High School
7801 W. 7 Mile Rd. Mission, TX 78574
Rio Grande City Hall
5332 E. Hwy 83, RGC TX 78582
Roma High School
2021 N. US. Hwy 83 Roma, TX 78584
South Texas College
3700 W. Military Hwy (BLDG A) McAllen, TX 78503
UTRGV-Education Building
1201 W. University Dr. Edinburg TX, 78542
Speer Memorial Library
801 E. 12th St, Mission, TX 78572

For More Information
Call: 211

What you need to bring to the site?
Did You Know?
You may be eligible to receive
Earned Income Tax Credit worth up to $6,318

- Valid identification.
- Social Security Cards for all household members.
- Forms W-2, W-2G, 1099-R, from all employers.
- 1095A form if you purchased insurance thru the Marketplace.
- Interest and dividend statements from banks (Form 1099).
- A copy of last year's tax return if available.
- Bank Routing Numbers and Account Numbers for Direct Deposit.
- Total paid for day care provider and the day care provider's tax identifying number.
- To file taxes electronically on a married filing joint tax return, both spouses must be present to sign the required forms.

To complete your Return online for FREE, visit www.unitedway.org/myfreetaxes

Proud Sponsors:
BBVA Compass
FALCON BANK
Frost Bank
IRS
MCC
MVEC
McAllen Chamber of Commerce
Mission Texas Chamber of Commerce
SECURITY SERVICE
UTRGV
Wells Fargo
Need help and don’t know who to call?

DIAL 211

We have trained specialists ready to connect you with services.

- Food assistance
- Housing & shelter
- Health services
- Veterans assistance
- Mental health services
- Financial & legal
- Employment help
- Child care & education
- Aging & disability
- Crisis & emergency
- And more

To learn more, go to 211Texas.org*

*To apply for health or food benefits, go to YourTexasBenefits.com
Be Ready

Suggested list of items to take during an evacuation

- Birth Certificates
- Immunization Records
- Driver’s license or photo ID
- Social Security Cards
- Prescriptions/Medications
- 3-5 day supply of water (one gallon of water per person per day)
- 3-5 day supply of canned and other non-perishable foods
- Baby food, formula, diapers and other supplies for infants
- Manual can opener
- Clothing for 3-5 days
- Blankets/sleeping bags and pillows
- First Aid Kit

DIAL 2 1 1

- Evacuation Routes
- Shelters
- Rest Stops
- Evacuation Transportation

Do you have a physical or mental handicap that limits your ability to evacuate?

Register today for:

State of Texas Emergency Assistance Registry

Online: https://STEAR.dps.texas.gov

Or

Call 2-1-1 option 1

Fax to: (866) 557-1074
Email to: STEAR@dps.texas.gov
2018 HTC
Full Application

Part 47
Required Third Party Reports

#18103
Zinnia Gardens Apartments
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: Ambiotec Engineering  
   Date of Report: 2/26/2018

   [ ] 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 (§PRA.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 (§PRA.215) and understands that a determination must be received prior to signing the Rental Assistance Contract.

   [ ] MFDL 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.

   [ ] A Third Party will aid in the completion of the environmental clearance process. If checked, complete the following:

   Name of Firm: ____________________________
   Contact Person: ____________________________
   Contact Telephone: ____________________________  Email: ____________________________

3. Primary Market Area Map

   [ ] Primary Market Area (PMA) map with definition of PMA is included behind this tab.

   Prepared by: Apartment Market Data  
   Date of Report: ____________________________
<table>
<thead>
<tr>
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<th>Property Condition Assessment (PCA)</th>
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<td>4.</td>
<td>Prepared by: --Complete on Development Team (Tab 42)--</td>
<td>Date of Report:</td>
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<td>Prepared by: n/a</td>
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<td>6.</td>
<td>Prepared by:</td>
<td>Date of Report:</td>
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811 Project Rental Assistance Program "PRA" Certification

On behalf of the Applicant and all affiliates of the Applicant ("Applicant"), I (We) hereby certify that the Applicant is familiar with the provisions of HUD’s 811 program, enacted by Section 811 of the Cranston Gonzalez National Affordable Housing Act (Pub L. 111-374) and the Frank Melville Supportive Housing Investment Act of 2010, the Texas Department of Housing and Community Affairs ("TDHCA") Rules as published in 10 TAC Chapters 1, 2, and 10, HUD Handbook 4350.3 REV-1 (Occupancy Requirements of Multifamily Housing Programs), and the Section 811 PRA Program Cooperative Agreement, including the Rental Assistance Contract ("RAC") and the Use Agreement. I (We) hereby certify that the Applicant will comply with future guidance regarding the Section 811 PRA Program provided by HUD and/or TDHCA, including Rules, FAQs, and program manuals.

I (We) hereby certify that Applicant will execute a Section 811 PRA Program Property Agreement, in a form to be provided by TDHCA, for the Development included in this application, or if allowed by TDHCA, a TDHCA approved Existing Property. Once a Property Agreement has been executed, I (We) hereby certify that I (We) understand that TDHCA will market the Development included in this Application to potential Section 811 tenants at any time during the term of the Property Agreement and I (We) hereby certify that I (We) will furnish to TDHCA, any requested materials, including pictures, to do such marketing. If requested by TDHCA, I (We) hereby certify that I (We) will execute a RAC and record the required Use Agreement in the county deed records.

I (We) understand, even though the owner will be required to execute a Property Agreement, TDHCA may never require the owner to execute a RAC and therefore the Development may not be required to serve Section 811 tenants.

I (We) hereby certify that I (We) will comply with all HUD regulations, court rulings, related administrative rules, and eligibility guidelines and restrictions during the application process and in the event of award, for the duration of the Section 811 Property Agreement or the Use Agreement, whichever has a longer term.

I (We) hereby make application to the TDHCA to participate in the Section 811 PRA Program. The undersigned hereby acknowledges that an award of Housing Tax Credits by the TDHCA does not warrant that the Development is deemed qualified to receive 811 funds. I (We) agree that the TDHCA 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 811 PRA Program; therefore, I (We) assume the risk of all damages, losses, costs, and expenses related thereto and agree to indemnify and save harmless the TDHCA 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 TDHCA may hereinafter suffer, incur, or pay arising out of its decision concerning this application for 811 PRA funds or the use of information concerning the 811 PRA program.

I (We) hereby acknowledge that this Application is subject to disclosure under Chapter 552, Texas Government Code, the Texas Public Information Act, unless a valid exception exists.

I (We) acknowledge all representations, undertakings, and commitments made by Applicant in the application process for a Development, whether with respect to eligibility criteria, selection criteria
or otherwise, shall be deemed to be a condition to any Commitment or Contract for such Development, the violation of which shall be cause for cancellation of such Commitment or Contract by the TDHCA and if concerning the ongoing features or operation of the Development, shall be enforceable by the TDHCA and the tenants of the Development, including enforcement by administrative penalties for failure to perform, in accordance with the LURA. Regardless of whether the ultimate selection criteria would not have warranted the need to participate in the 811 Program for points, the election of the 811 points is binding and I (We) may not change that selection.

I (We) agree the TDHCA may, at its discretion, request additional information and/or documentation in its evaluation of this Application to garner required information relating to the qualification of the Development for the 811 Program. I (We) hereby assert that the information contained in this Application as required or deemed necessary by the materials governing the 811 PRA program are true and correct and that I (We) have undergone sufficient investigation to affirm the validity of the statements made.

Further, I (We) hereby assert that I (We) have read and understand all the information contained in the application. By signing this document, I (We) affirm that all statements made in this government document are true and correct 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).

I (We) understand and agree that if false information is provided in this Application which has the effect of increasing the Applicant’s competitive advantage, the TDHCA will disqualify the Applicant and may hold the Applicant ineligible to apply for 811 PRA funds or until any issue of restitution is resolved.

If, at any time, including after the award of 811 PRA funds, it is discovered that I (We) provided false or misleading information to TDHCA, TDHCA may terminate the Applicant’s HUD RAC and/or the Section 811 Property Agreement and recapture all 811 PRA subsidy funds expended.

I (We) hereby certify that I (We) will comply with applicable fair housing and civil rights requirements in 24 CFR §5.105(a), including, but not limited to, the Fair Housing Act; Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; and Title II of the Americans with Disabilities Act. Further, I (We) certify that I (We) shall not, in the provision of services, or in any other manner, discriminate against any person on the basis of race, color, religion, sex, national origin, familial status, or disability. I (We) certify that I (We) will comply with HUD’s Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity requirements. See 24 C.F.R. §§ 5.100, 5.105(a)(2), 5.403. I (We) hereby certify that I (We) understand that the Development must prominently display HUD’s Fair Housing Poster (HUD Form 928.1) in all offices in which rental activity takes place. This includes property management leasing offices located at their projects with Section 811 PRA units, and may include a designated place where information or other business regarding the PRA program is conducted with potential tenants. I (We) will comply with any requirements of the 811 Program that require to tenant selection plans.

I (We) will at all times indemnify and hold the TDHCA harmless against all losses, costs, damages, expenses, and liabilities of any nature directly or indirectly resulting from, arising out of or relating
to the TDHCA’s acceptance, consideration, approval or disapproval of this request and the issuance or non-issuance of a RAC or 811 PRA funds herewith.

I (We) have written below the name of the individual authorized to execute the TDHCA Property Agreement, the HUD RAC, the HUD Use Agreement, and any and all future commitments and contracts related to this application. I (We) hereby certify that this individual has the full authority and has been authorized by all of the Parties, Affiliates, or Associates with interest in the Development in this Application. If this individual is replaced by the organization, I (We) must inform the TDHCA within 30 days of the person authorized to execute agreements, commitments and/or contracts on behalf of the Applicant.

I (We) certify that I (We) do not and will not knowingly employ an undocumented worker, where “undocumented worker” means an individual who, at the time of employment, is not lawfully admitted for permanent residence to the United States or authorized under law to be employed in that manner in the United States.

If, after receiving a public subsidy, I (We) are convicted of a violation under 8 U.S.C Section 1324a(f), I (We) shall repay the amount of the public subsidy with interest, at the rate and according to the other terms provided by an agreement under Tex. Government Code §2264.053, not later than the 120th day after the date TDHCA notifies the Applicant of the violation.

I (We) certify that I (We) am eligible to apply for funds or any other assistance from the TDHCA. I (We) certify that all audits are current at the time of application. I (We) certify that any Audit Certification Forms have been submitted to the TDHCA in a satisfactory format on or before the application deadline for funds or other assistance pursuant to 10 TAC §1.3(b).

Property Condition Standards Certification

I (We) certify that I (We) will meet local and state housing code, ordinances, and zoning requirements, Texas Minimum Construction Standards, Uniform Physical Construction Standards and Inspection Requirements under 24 CFR Section 5 Subpart G, including any changes in the regulation and related directives and will comply with HUD’s Physical Condition Standards of Multifamily Properties of 24 CFR Part 200, Subpart P, including any changes in the regulation and related directives.

I (We) certify that the Development referenced in this Application is in compliance and that during the term of the Section 811 Property Agreement and/or RAC the Applicant will respond to all requests for deficiency resolution within the timeframes mandated by the Uniform Multifamily Rules at 10 TAC Chapter 10 or other requirements associated with the satisfactory provision of a unit as required by the 811 PRA program.

Federal Cross-Cutting Certification

Lead Based Paint

I (We) certify that documentation of compliance with 24 CFR Part 35 (Lead Safe Housing Rule), including but not limited to the documentation reflected in the following clauses, will be maintained in project files. I (We) understand that standard forms are available in the Federal Register, as indicated by the sources noted below.
1. Applicability Form 24 CFR §35.115 – A copy of a statement indicating that the property is covered by or exempt from the Lead Safe Housing Rule.

   a. If the property is exempt, the file should include the reason for the exemption and no further documentation is required.

   b. If the property is subject to the Rule, the file should include the appropriate documentation to indicate basic compliance, as listed below:

      i. Summary Paint Testing Report or Presumption Notice 24 CFR §35.930(a) – A copy of any report to indicate the presence of lead-based paint (LBP) for projects receiving up to $5,000 per unit in rehabilitation assistance. If no testing was performed, then LBP is presumed to be on all disturbed surfaces;

      ii. Notice of Evaluation 24 CFR §35.125(a) – A copy of a notice demonstrating that an evaluation summary was provided to residents following a lead-based paint inspection, risk assessment or paint testing;

      iii. Clearance Report 24 CFR §35.930(b)(3) – A report indicating a “clearance examination” was performed of the work-site upon completion; and

      iv. Notice of Hazard Reduction Completion 24 CFR §35.125(b) – Upon completion, a copy of a notice to show that a LBP remediation summary was provided to residents.

Environmental

I (We) understand that the environmental effects of each activity carried out with funds provided under this application must be assessed in accordance with the provisions of the 811 PRA Cooperative Agreement, section PRA.215 and PRA.216. Each activity must have an environmental review completed and support documentation prepared complying with HUD regulations. No Section 811 Property Agreement may be signed and no subsidy can be provided for a unit before the completion of the environmental review process and the provision of written clearance by TDHCA.

I (We) certify that as of the date of the 811 PRA application, all project work, other than as allowed in the Section 811 PRA Program Cooperative Agreement, has ceased and that no choice limiting actions will continue until the site has achieved Environmental Clearance. I (We) additionally certify that all parties involved in any aspect of the development process began the project with no intention of using Federal assistance.

Choice-limiting activities include but are not limited to these examples:

- Acquisition of land, except through the use of an option agreement, regardless of funding source;
- Closing on loans including loans for interim financing;
• Signing a construction contract.

I (We) certify that I (We) have read and understand the requirements the HUD Section 811 PRA Cooperative Agreement, PRA.215 and PRA.216, and I (we) understand that acquisition of the site, even with non-HUD funds, prior to completion of the environmental review process will jeopardize all awards to the Development from TDHCA.

Displacement of Existing Tenants

I (We) certify that the work to be performed in connection with the award of Section 811 PRA funds is subject to Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 ("URA"), as amended, and regulations at 49 CFR Part 24. Hence, I (We) commit to minimize the direct and indirect displacement of persons from their homes and assure full compliance with URA federal relocation assistance mandates including adherence to TDHCA established procedure relocation requirements.

Davis Bacon

I (We) certify that if Davis Bacon is applicable to this award, I (We) will fully comply with contract Federal labor law mandates and TDHCA established labor standards procedural requirements.

Energy and Water Conservation

I (We) certify to comply with Energy and Water Conservation standards and requirements as outlined in PRA.214.

Procurement of Recovered Materials

I (We) certify to comply with the Procurement of Recovered Materials requirements as outlined in PRA.219.

Housing Standards for Assisted Units

I (We) certify to comply with Housing Standards for Assisted Units as outlined in PRA.307 for Section 811 PRA units and as outlined in 10 TAC Chapter 1 Subchapter B “Section 504 of the Rehabilitation Act and The Fair Housing Act” and Chapter 10 “Uniform Multifamily Rules”.

Eligibility and Threshold Certification

On behalf of the Applicant and all affiliates of the Applicant, I (We) hereby certify that the Applicant is familiar with the provisions and requirements of the Section 811 PRA Program for which I (We) am applying.
I (We) understand that housing units subsidized (in whole or in part) by 811 funds must be affordable to extremely low-income (30% AMI) persons. I (We) understand that mixed income rental Developments may only receive funds for units that meet 811 program affordability standards. I (We) understand that all Applications must adhere to the TDHCA’s Integrated Housing Rule at 10 TAC §1.15 and PRA.305. Additionally, I (we) certify that the units identified for 811 PRA assistance will be dispersed throughout the property and must not be segregated to one area of a building or Development.

I (We) certify to follow the requirements of PRA.403 regarding the Selection and Admission of Eligible Tenants. In addition, I (We) understand that prior to receiving referrals for Section 811 tenants, I (We) must submit and receive approval by TDHCA for the Development’s Tenant Selection Plan. I (We) understand that the Applicant or their designated property management staff will accept referrals of Section 811 Applicants from TDHCA and determine eligibility based on the TDHCA-approved Tenant Selection Plan. I (We) understand that upon the request of TDHCA or HUD, the Applicant must furnish copies of all applications to HUD and/or TDHCA.

I (We) understand that the Applicant or their designated property management staff will be responsible for:

(1) obtaining and verifying information related to Social Security Numbers of Eligible Family members in accordance with 24 CFR part 5, subpart B. Applicant or their designated property management staff shall refer to HUD Handbook 4350.3 REV-1, Chapters 3-3, B. and C., 3-9, and 3-11, and 3-31 for further guidance;

(2) obtaining and verifying income through the use of Enterprise Income Verification (EIV), pursuant to 24 C.F.R. 5.233(a)(2). Applicant or their designated property management staff shall refer to HUD Handbook 4350.3 REV-1, Chapter 3-30 for further guidance;

(3) obtaining and verifying information related to income eligibility of Eligible Families in Assisted Units in accordance with 24 CFR part 5, subpart F. Applicant or their designated property management staff shall refer to HUD Handbook 4350.3 REV-1, Chapter 3-30 for further guidance;

(4) preventing crime in the Assisted Units, including the denial of admission to persons engaged in criminal activity or has certain criminal histories, in accordance with 24 CFR Part 5, Subpart H. Applicant or its designated property management staff shall refer to HUD Handbook 4350.3 REV-1, Chapter 4-27, E. for further guidance.

(5) complying with protections for victims of domestic violence, dating violence, sexual assault, or stalking, pursuant to 24 CFR Part 5, Subpart L; and

(6) complying with all other applicable requirements, including but not limited to the RAC, Project Rental Assistance Program Guidelines, and any other HUD administrative requirements.

I (We) understand that the Section 811 tenants participation in supportive services is voluntary and cannot be required as a condition of admission or occupancy.

I (We) understand that if the Applicant or their designated property management staff determines that an applicant is ineligible on the basis of income or family composition, or because of failure to meet the disclosure and verification requirements for Social Security Numbers (as provided by 24 CFR Part 5), or because of failure by an Section 811 applicant to sign and submit consent forms for the obtaining of wage and claim information from State Wage Information Collection Agencies, or
that the Applicant or their designated property management staff is not selecting the Section 811 applicant for other reasons, the Applicant or their designated property management staff will promptly notify the Section 811 applicant in writing of the determination and its reasons, and that the applicant has the right to meet with the Applicant or their designated property management staff and has the right to request a reasonable accommodation. I (We) understand that the Section 811 applicant may also exercise other rights if the applicant believes that he or she is being discriminated against on the basis of race, color, national origin, religion, sex, disability or familial status. I (We) understand that records on Section 811 applicants and Section 811 tenants, which provide racial, ethnic, gender and place of previous residency data required by HUD, must be maintained and retained for three (3) years. I (We) shall refer to HUD Handbook 4350.3 REV-1, Chapter 4-9 for further guidance on rejecting Section 811 applicants and denial of rental assistance.

I (We) certify that no 811 PRA subsidy funds will be attached to units receiving any other form of federal or state housing operating assistance or units that have received any form of long-term operating housing subsidy within a six-month period prior to receiving PRA funds. I (We) additionally certify that 811 PRA subsidy funds will not be attached to any unit that is currently a 30% AMI rent and income restricted unit or any unit that is currently operating with an existing use restriction or contractual obligation to serve persons with disabilities or persons 62 and older.

I (We) understand that funding through the full, initial 20 year term of a RAC contract to provide 811 PRA assistance will be conditional based upon available appropriations during each 5 year renewal cycle and may be moved or dissolve by TDHCA at anytime. Additionally, I (We) understand that the total number of units and the associated bedroom associated with the units may be adjusted at anytime by TDHCA for a maximum number of units as associated in the Section 811 PRA Property Agreement.

Management Practices Certification

I (We) certify that the Applicant or their designated property management staff will immediately notify TDHCA of Section 811 PRA unit vacancies if requested by TDHCA. I (We) certify that, once a RAC is executed, further certifies that the available unit will be held vacant for an 811 PRA tenant referred by TDHCA for up to 60 days before the unit will be re-rented to a non-811 PRA applicant.

I (We) certify that the Applicant or their designated property management staff will comply with any current or future requirement for marketing or outreach of the units and I (We) certify that I (we) will follow all HUD Fair Housing and Equal Opportunity requirements.

I (We) certify that I (we) will furnish all required documentation, reports, and forms as necessary to assist TDHCA in entering necessary eligibility and income information in HUD systems as required; information requested for reporting on performance measures to HUD will be furnished within the timelines as specified by TDHCA.

I (We) certify that we understand that all Applicants who are States, Territories, Urban Counties, and Metropolitan cities shall be subject to the requirements of 24 CFR Part 85, and further that all Applicants who are Nonprofits shall be subject to the requirements of 24 CFR Part 84.

I (We) certify that the initial lease between the Development and any 811 PRA assisted tenant will be a minimum of one year; I (we) further certify that the HUD model lease form HUD-92236-PRA
will be used as required by the Cooperative Agreement, Section XII. GRANTEE PROGRAM ADMINISTRATION.

In addition, I (We) certify that we understand that all lease addendums must be sent to TDHCA. TDHCA will consider lease addendums on a case by case basis and may decide to send to HUD for approval. Owners may only modify the lease terms with a tenant at the end of the initial term or a successive term by serving an appropriate notice to the tenant, together with the provision of a revised agreement or addendum.

I (We) certify to follow requirements of PRA.406. I (We) understand that prior to occupancy of a Section 811 units that an Eligible Section 811 Family must be given the opportunity to be present for the move-in unit inspection. I (we) understand that the inspection of the Section 811 Unit would be completed by both the Applicant or the designated Property Management staff and the Eligible Section 811 Family and both shall certify, on a form prescribed or approved by TDHCA that they have inspected the Section 811 Unit and have determined it to be Decent, Safe, and Sanitary condition in accordance with the criteria provided in the form. The Applicant or the designated Property Management staff shall keep a copy of this inspection and make part of the lease as an attachment to the lease. If the Eligible Section 811 Family waives the right to this inspection, a form prescribed or approved by the TDHCA would be signed by the Eligible Family indicating they have waived this right.

In addition, I (We) certify that the Applicant or the designated Property Management staff shall perform unit inspections of the Section 811 Units on at least an annual basis to determine whether the appliances and equipment in the unit are functioning properly and to assess whether a component needs to be repaired or replaced. This will ensure that the Applicant is meeting its obligation to maintain the Assisted Units in Decent, Safe, and Sanitary condition.

In addition, I (We) understand that TDHCA and/or HUD may ask, and must be permitted, to review the records related to the RAC at least annually to determine compliance. I (We) understand that HUD may independently inspect project operations and Section 811 Units at any time with reasonable notice prior to inspection; and Equal Opportunity reviews may be conducted by HUD at any time.

I (We) certify that the Applicant or the designated Property Management staff shall comply with the Overcrowded and Under Occupied Unit requirements set by TDHCA and will ensure that Section 811 tenants are not over or under housed according to those requirements.

I (We) certify that the Applicant or the designated Property Management staff shall comply and participate with any dispute resolution processes as required by TDHCA.

I (We) certify, as referenced in PRA.409, that the Applicant shall not impede the reasonable efforts of tenants of the Assisted Units to organize pursuant to 24 CFR Part 245, or any successor regulations of 24 CFR Part 245, or unreasonably withhold the use of any community room or other available space appropriate for meetings which is part of the mortgaged property when requested by: (i) a resident tenant organization in connection with the representational purposes of the organization; or (ii) tenants seeking to organize or to consider collectively any matter pertaining to the operation of the mortgaged property.

811 PRA Certification
I (We) certify that the Development site referenced in this application will take reasonable steps to ensure meaningful access to its programs and activities to Limited English Proficiency tenants; Additionally, I (we) certify that all communications provided to tenants at the Development referenced in this application are provided in a manner that is effective for persons with hearing, visual, and other communications-related disabilities consistent with Section 504 of the Rehabilitation Act of 1973 and, as applicable, the Americans with Disabilities Act.

I (We) certify that property staff will assist 811 PRA tenants with annual re-certification of income and program requirements as required by HUD; property staff are familiar with HUD income verification requirements and tenant re-certification policies as published in the HUD Handbook 4350.3 REV-1.

I (We) certify that property staff has the capacity and agrees to participate in the Tenant Rental Assistance Certification System for Section 811 PRA tenants. I (We) certify that if TDHCA procures a third party for one or more duties of the 811 PRA program, the Development will respond and comply with that third party in all ways as required of their obligations to TDHCA.

I (We) certify that the Development will obtain and maintain any information technology systems required of the PRA Program will be utilized at the Development at no expense to the TDHCA.

I (We) certify that any updated screening, eligibility, or fee criteria established for tenants of the identified Development in this application will be provided to TDHCA 30 days prior to property implementation; additionally, upon request TDHCA will receive copies of tenant re-certifications completed by property staff.

I (We) certify that TDHCA will receive upon request any notices advising of property or resident rental increases.

I (We) certify that a copy of the Development’s property management plan and Affirmative Fair Housing Marketing plan will be provided to and discussed with onsite Development staff.

By: 

[Signature]

Signature of Authorized Representative

[Printed Name]

Printed Name

[Title]

Title
Date

The State of Texas

COUNTY OF

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 24th day of February, 2018

(Seal)

Notary Public Signature
MARKET ANALYSIS SUMMARY

Provider: Apartment MarketData, LLC  Date: 2/12/2018
Contact: Darrell G Jack  Phone: (210) 530-0040

Development  Zinnia Gardens Apartments  Target Population: General  
Definition of Elderly Age: 

Site Location  21740 Hand Rd.  City: Combes ETJ  County: Cameron 

Site Coordinates:  
<table>
<thead>
<tr>
<th>Longitude</th>
<th>Latitude</th>
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Primary Market Area (PMA) page 32

| 128.5 Square Miles |

CENSUS TRACTS

| 480610102.01 | 480610102.03 | 480610103.01 | 480610104.01 | 480610104.02 | 480610105.00 |
| 480610106.01 | 480610106.02 | 480610107.00 | 480610109.00 | 480610110.00 | 480610111.00 |
| 480610112.00 | 480619800.01 |
2018 HTC
Full Application
Deficiency Documents
#18103
Zinnia Gardens Apartments
2018 HTC

Full Application

Requests for Administrative Deficiencies

#18103

Zinnia Gardens Apartments
2018 HTC Full Application

RFI Documents

#18103 Zinnia Gardens Apartments
2018 HTC
Full Application

Board Action

#18103
Zinnia Gardens Apartments
2018 HTC
Full Application
Commitment or Determination Notice
#18103
Zinnia Gardens Apartments
2018 HTC
Full Application

Direct Loan Program Award Letters

#18103
Zinnia Gardens Apartments
2018 HTC
Full Application

Carryover Allocation Agreement

#18103
Zinnia Gardens Apartments
2018 HTC
Full Application

#18103
Zinnia Gardens Apartments