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: Metro 31 Senior Community

The undersigned hereby makes an Application to Texas Department of Housing and Community Affairs. The Applicant affirms that they have read and understand the Uniform Multifamily Rules (Title 10, Texas Administrative Code, Chapter 10) and Qualified Allocation Plan (Title 10, Texas Administrative Code, Chapter 11). Specifically, the undersigned understands the requirements under 10 TAC §10.101 of the Uniform Multifamily Rules, Site and Development Requirements and Restrictions, as well as Internal Revenue Code Section 42. By signing this document, Applicant is affirming that all statements and representations made in this certification and application, including all supporting materials, are true and correct under penalty of law, including Chapter 37 of the Texas Penal Code titled Perjury and Other Falsification and subject to criminal penalties as defined by the State of Texas. Applicant is also affirming understanding of §10.2(e) of the Uniform Multifamily Rules, relating to Public Information Requests, specifically that the filing of an Application with Department is deemed as consent to release any and all information contained therein.

The undersigned further certifies that he/she has the authority to execute this certification.

Metro 31 Senior Community, Ltd.

Applicant Entity Name

By:

Signature of Authorized Representative
Ike J. Monty

Printed Name
President

Title
2-20-2018

Date

Sworn to and subscribed before me on the 20th day of February, 2018 by Ike J. Monty

(Personalized Seal)

CORINNE M VONBERG
Notary Public, State of Texas
My Commission Expires October 27, 2018

Notary Public Signature
Texas

Notary Public, State of
El Paso

County of
10/20/2018

My Commission Expires:
10-27-2018

Date

2/9/2018

6:54 PM
Required for Tax Exempt Bond Developments only

4% Multifamily Housing Tax Credit Program Board Meeting Selection Form
Mailing Address: P.O. Box 13941, Austin, TX 78711-3941
Physical Address: 221 East 11th Street, Austin, TX 78701

Development Name: N/A

Based on the expiration date of the bonds as reflected in the Certificate of Reservation issued by the Texas Bond Review Board, the above referenced Development must be scheduled for one of the TDHCA Board meetings noted below for consideration of the issuance of a Determination Notice. Therefore, as required in §10.201(2)(B) of the Uniform Multifamily Rules, all remaining Parts of the Application, including the ESA, the Market Study, Property Condition Assessment and Appraisal, if applicable, must be submitted at least 75 days prior to the Board meeting. It is important to note that submission of the documents 75 days in advance does not ensure that your Application will be placed on the meeting agenda as requested and changes to an Application (e.g. submission of new financing terms sheets) subsequent to submission may delay completion of Department staff’s review or underwriting of the Application and presentation to the Board. Moreover, staff may choose to delay presentation to the Board in instances in which an Applicant is not reasonably expected to close within sixty (60) days of the issuance of a Determination Notice or may recommend the award be conditioned upon closing within a reasonable timeframe after Board approval. Further, the Applicant is encouraged to review §10.201(2)(B), the 2018 4% HTC and Tax Exempt Bond Process Manual and 2018 Multifamily Programs Procedures Manual for any requirements that need to be met prior to submission of the remaining Parts of the Application.

I request to be on the Board agenda selected below and pursuant to §10.201(2)(B) of the Uniform Multifamily Rules I understand that I must provide the remaining parts of the Application by the applicable corresponding deadline:

<table>
<thead>
<tr>
<th>Board Meeting Date</th>
<th>75 Day Deadline</th>
</tr>
</thead>
<tbody>
<tr>
<td>January 18, 2018</td>
<td>November 3, 2017</td>
</tr>
<tr>
<td>February 22, 2018</td>
<td>December 8, 2017</td>
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<td>March 22, 2018</td>
<td>January 5, 2018</td>
</tr>
<tr>
<td>April 26, 2018</td>
<td>February 9, 2018</td>
</tr>
<tr>
<td>May 24, 2018</td>
<td>March 9, 2018</td>
</tr>
<tr>
<td>June 28, 2018</td>
<td>April 13, 2018</td>
</tr>
<tr>
<td>July 12, 2018</td>
<td>April 27, 2018</td>
</tr>
<tr>
<td>July 26, 2018</td>
<td>May 11, 2018</td>
</tr>
</tbody>
</table>
Tab 2

Certification of Development Owner
The Certification, Acknowledgement, and Consent of Development Owner is included behind this tab.

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

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

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

- §10.101(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 Principals of each such development, a narrative description of the facts and circumstances of the termination or proposed termination, and any appropriate supporting documents. The Applicant has read and understands §10.202(1)(M) of the Uniform Multifamily Rules related to such disclosure.

☑ 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: 

Signature

Ike J. Monty

Printed Name

President

Title

Date

2-20-2018

THE STATE OF Texas

\$_

\$_

COUNTY OF El Paso

\$_

Before me, a notary public, on this day personally appeared Ike J. Monty, 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 26th day of February, 2018

(Seal)

Corinne M Vonberg
Notary Public, State of Texas
My Commission Expires October 27, 2018

Notary Public Signature
Tab 3

Applicant Eligibility Certification
§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.
By: ____________

Signature of Authorized Representative

Ike J. Monty

Printed Name

President

Title

2-20-2018

Date

THE STATE OF ________________ §

Texas §

El Paso §

COUNTY OF ________________ §

Before me, a notary public, on this day personally appeared Ike J. Monty ________________, 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 20th day of February, 2018

(Seal)

CORINNE M. VÖLBERG
Notary Public, State of Texas
My Commission Expires
October 27, 2018

Corinne M. Völb erg
Notary Public Signature
Tab 4

HOME Development Certification

Not Applicable
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
Tab 5

Applicant Information Page
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>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>Roy Lopez</td>
<td>(915) 599-1245</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Email: <a href="mailto:rlopez@ibitoday.com">rlopez@ibitoday.com</a></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mailing Address: 7400 Viscount Blvd., Suite 109</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### 2. Second Contact

<table>
<thead>
<tr>
<th>Name</th>
<th>Phone</th>
<th>Office</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ike Monty</td>
<td>(915) 599-1245</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Email: <a href="mailto:ibihousing@ibitoday.com">ibihousing@ibitoday.com</a></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Phone</th>
<th>Office</th>
<th>Extension</th>
</tr>
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<tbody>
<tr>
<td>Robbye Meyer</td>
<td>(512) 963-2555</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Email: <a href="mailto:robbye@arxadvantage.net">robbye@arxadvantage.net</a></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mailing Address: 1305 Dusky Thrush Trail</td>
<td></td>
<td></td>
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<table>
<thead>
<tr>
<th>Street</th>
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<th>State</th>
<th>Zip</th>
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<tbody>
<tr>
<td></td>
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</tr>
<tr>
<td></td>
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</tr>
</tbody>
</table>
Tab 6

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>
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<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>
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<tr>
<td>Sponsor Characteristics</td>
<td>§11.9(b)(2)</td>
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<tr>
<td><strong>High Quality Housing Total</strong></td>
<td></td>
<td><strong>17</strong></td>
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### Criteria to Serve and Support Texans Most In Need

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<tr>
<th>Point Item Description</th>
<th>QAP Reference</th>
<th>Points Selected</th>
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<tbody>
<tr>
<td>Income Levels of Tenants</td>
<td>§11.9(c)(1)</td>
<td>16</td>
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<tr>
<td>Rent Levels of Tenants</td>
<td>§11.9(c)(2)</td>
<td>11</td>
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<tr>
<td>Tenant Services</td>
<td>§11.9(c)(3)</td>
<td>10</td>
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<tr>
<td>Opportunity Index</td>
<td>§11.9(c)(4)</td>
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</tr>
<tr>
<td>Underserved Area</td>
<td>§11.9(c)(5)</td>
<td>2</td>
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<tr>
<td>Tenant Populations with Special Needs</td>
<td>§11.9(c)(6)</td>
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<tr>
<td>Proximity to the Urban Core</td>
<td>§11.9(c)(7)</td>
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<tr>
<td>Readiness to Proceed in Disaster Impacted Counties</td>
<td>§11.9(c)(8)</td>
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<tr>
<td><strong>Serve and Support Texans Most in Need Total</strong></td>
<td></td>
<td><strong>48</strong></td>
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### Criteria Promoting Community Support and Engagement

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<th>QAP Reference</th>
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<tr>
<td>Local Government Support</td>
<td>§11.9(d)(1)</td>
<td>1</td>
</tr>
<tr>
<td>Commitment of Development Funding by Local Political Subdivision</td>
<td>§11.9(d)(2)</td>
<td>1</td>
</tr>
<tr>
<td>Declared Disaster Area</td>
<td>§11.9(d)(3)</td>
<td>0</td>
</tr>
<tr>
<td>Quantifiable Community Participation</td>
<td>§11.9(d)(4)</td>
<td>1</td>
</tr>
<tr>
<td>Community Support from State Representative</td>
<td>§11.9(d)(5)</td>
<td>1</td>
</tr>
<tr>
<td>Input from Community Organizations</td>
<td>§11.9(d)(6)</td>
<td>1</td>
</tr>
<tr>
<td>Concerted Revitalization Plan</td>
<td>§11.9(d)(7)</td>
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<tr>
<td><strong>Community Support and Engagement Total</strong></td>
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### Criteria Promoting the Efficient Use of Limited Resources and Applicant Accountability

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<th>QAP Reference</th>
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<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>
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<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>2</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>1</td>
</tr>
<tr>
<td><strong>Efficient Use of Limited Resources and Applicant Accountability Total</strong></td>
<td></td>
<td><strong>42</strong></td>
</tr>
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### Point Deductions

<table>
<thead>
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<th>Points Selected</th>
</tr>
</thead>
<tbody>
<tr>
<td>§11.9(f)</td>
<td></td>
</tr>
<tr>
<td><strong>Total Application Self Score</strong></td>
<td><strong>108</strong></td>
</tr>
</tbody>
</table>
Tab 7

Site Information Form Part I
1. **Development Address (All Programs)**

   **Address**
   - SEC of Wren Ave and Gallivant Place
   - El Paso

   **City**
   - El Paso

   **Region**
   - 13

   **Zip**
   - 79924

   **County**
   - Urban

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

   **Census Tract Number**
   - 48141000206

   **QCT?**
   - Yes

   **Median Household Income**
   - 40746.00

   **Quartile**
   - 2q

   **Poverty Rate**
   - 19.4

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

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

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

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

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

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

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

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

   - **Zoning Designation:**
     - C-3 Commercial

   - **Flood Zone Designation:**
     - A3

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


   Residents of the proposed development will attend:

<table>
<thead>
<tr>
<th>School Name</th>
<th>Grades X through X</th>
<th>Met Standard Rating?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Crosby Elementary</td>
<td>X through X</td>
<td>2015: Yes</td>
</tr>
<tr>
<td>Magoffin Middle School</td>
<td>through 5</td>
<td>2016: Yes</td>
</tr>
<tr>
<td>Arvin High School</td>
<td>through 12</td>
<td>2017: 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: ___________________
Tab 8

Supporting Documentation for the Site Information Form Part I

- Street Map with Site Drawn and Identified
- Census Tract Map with Site Identified
- Evidence of Zoning
- Evidence of Flood Zone Designation
- Educational Quality
  - School Attendance Verification
  - TEA Accountability Ratings
<table>
<thead>
<tr>
<th>Supporting Documentation for the Site Information Form Part I</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Street Map with Site Drawn and Identified</strong></td>
</tr>
<tr>
<td><strong>Census Tract Map with Development Site Identified</strong></td>
</tr>
<tr>
<td><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>Twice the State Average of Units Per Capita</strong></td>
</tr>
<tr>
<td><strong>Resolution</strong></td>
</tr>
<tr>
<td><strong>One Mile Three Year Resolution or evidence of other exception</strong></td>
</tr>
<tr>
<td><strong>Housing Tax Credit Units per Total Household Resolution</strong></td>
</tr>
<tr>
<td><strong>Evidence of Zoning and/or Evidence of Re-Zoning Process</strong></td>
</tr>
<tr>
<td><strong>Evidence of Flood Zone Designation</strong></td>
</tr>
<tr>
<td><strong>Educational Quality (all Applications)</strong></td>
</tr>
<tr>
<td><strong>School Attendance Zone Map with Development labeled;</strong></td>
</tr>
<tr>
<td><strong>2017 TEA accountability information for each school</strong></td>
</tr>
<tr>
<td><strong>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.</strong></td>
</tr>
<tr>
<td><strong>For Tax-Exempt Bond Applications the resolution of no objection to satisfy requirements of §10.204(4) of the Uniform Multifamily Rules is included</strong></td>
</tr>
<tr>
<td><strong>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</strong></td>
</tr>
</tbody>
</table>
The 2018 Qualified Census Tracts (QCTs) and Difficult Development Areas (DDAs) are effective January 1, 2018. The 2018 designations use data from the 2010 Decennial census and three releases of 5-year tabulations from the American Community Survey (ACS): 2009-2013; 2010-2014; and 2011-2015. The designation methodology is explained in the federal Register notice published September 11, 2017.

The 2018 Qualified Census Tracts (QCTs) and Difficult Development Areas (DDAs) are effective January 1, 2018. The 2018 designations use data from the 2010 Decennial census and three releases of 5-year tabulations from the American Community Survey (ACS): 2009-2013; 2010-2014; and 2011-2015. The designation methodology is explained in the federal Register notice published September 11, 2017.

Map Options:
- Clear
- Reset
- Full Screen

QCT Legend:
- Tract Outline
- LIHTC Project
- Split ZCT

SADDA Legend (%):
- FMR Boundary
- SADDA Boundary
- 2018 Qualified Census Tracts
- 2018 Small DDA (Entire ZIP code)

* SDDA designation for split ZCT is not shown on map. Please refer to the Metro SDDA designation list to determine designation status.

The 2018 Qualified Census Tracts (QCTs) and Difficult Development Areas (DDAs) are effective January 1, 2018. The 2018 designations use data from the 2010 Decennial census and three releases of 5-year tabulations from the American Community Survey (ACS): 2009-2013; 2010-2014; and 2011-2015. The designation methodology is explained in the federal Register notice published September 11, 2017.
February 13, 2018

Roy Lopez
7400 Viscount Blvd., Ste. 109
El Paso, TX 79925

RE: Portion of Lot 7, Block 6, Northgate Replat C, City of El Paso, El Paso County, Texas
9400 Dyer

To whom it may concern,

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

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

2. The uses permitted for this property are those in keeping with the purposes and conditions detailed above, to include “Apartments”. “Apartments” are permitted by right in the C-3 (Commercial) district.

3. This letter does not constitute a building permit.


If you have any questions regarding this letter, please call me at (915) 212-1643.

Sincerely,

Raul Garcia
Lead Planner

Enclosure: Zoning Map
4.5 **FLOOD ZONE**

The site is located in Flood Zone A3, areas determined to be within the 100-year flood with Base Flood Elevation determined, as per FIRM No. 480214 0024 B dated October 15, 1982.

*Figure 2: FLOOD ZONE DESIGNATION, Source, FEMA*
Accountability Rating

Met Standard

Met Standards on
- Student Achievement
- Student Progress
- Closing Performance Gaps
- Postsecondary Readiness

Did Not Meet Standards on
- NONE

In 2017, to receive a Met Standard or Met Alternative Standard rating, districts and campuses must meet targets on three indexes: Index 1 or Index 2 and Index 3 and Index 4.

Performance Index Report

<table>
<thead>
<tr>
<th>Index</th>
<th>Points Earned</th>
<th>Maximum Points</th>
<th>Index Score</th>
</tr>
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<tbody>
<tr>
<td>1 - Student Achievement</td>
<td>394</td>
<td>590</td>
<td>67</td>
</tr>
<tr>
<td>2 - Student Progress</td>
<td>285</td>
<td>800</td>
<td>36</td>
</tr>
<tr>
<td>3 - Closing Performance Gaps</td>
<td>281</td>
<td>800</td>
<td>35</td>
</tr>
<tr>
<td>4 - Postsecondary Readiness</td>
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</table>

Academic Achievement in ELA/Reading
NO DISTINCTION EARNED

Academic Achievement in Mathematics
NO DISTINCTION EARNED

Academic Achievement in Science
NO DISTINCTION EARNED

Academic Achievement in Social Studies
NOT ELIGIBLE

Top 25 Percent Student Progress
NO DISTINCTION EARNED

Top 25 Percent Closing Performance Gaps
NO DISTINCTION EARNED

Postsecondary Readiness
NO DISTINCTION EARNED

Performance Index Summary

Campus Demographics

Campus Type
Elementary

Grade Span
PK - 05

Percent Economically Disadvantaged
90.4

Percent English Language Learners
31.3

Mobility Rate
23.6

Percent Served by Special Education
14.7

Percent Enrolled in an Early College High School Program
0.0

System Safeguards

Number and Percentage of Indicators Met

<table>
<thead>
<tr>
<th>Category</th>
<th>Number Met</th>
<th>Percentage</th>
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<tbody>
<tr>
<td>Performance Rates</td>
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<tr>
<td>Participation Rates</td>
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<tr>
<td>Graduation Rates</td>
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<tr>
<td>Total</td>
<td>24 out of 26 = 92%</td>
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For further information about this report, please see the Performance Reporting website at https://rptsvr1.tea.texas.gov/perfreport/account/2017/index.html
MAGOFFIN MIDDLE (071902047) - EL PASO ISD

Accountability Rating

Met Standard

Met Standards on
- Student Achievement
- Student Progress
- Closing Performance Gaps
- Postsecondary Readiness

Did Not Meet Standards on
- NONE

In 2017, to receive a Met Standard or Met Alternative Standard rating, districts and campuses must meet targets on three indexes: Index 1 or Index 2 and Index 3 and Index 4.

Performance Index Report

Performance Index Summary

<table>
<thead>
<tr>
<th>Index</th>
<th>Points Earned</th>
<th>Maximum Points</th>
<th>Index Score</th>
</tr>
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<tbody>
<tr>
<td>1 - Student Achievement</td>
<td>1,334</td>
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<tr>
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<td>373</td>
<td>1,200</td>
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<tr>
<td>3 - Closing Performance Gaps</td>
<td>689</td>
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</tr>
<tr>
<td>4 - Postsecondary Readiness</td>
<td>22.5</td>
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System Safeguards

Number and Percentage of Indicators Met

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<td>Performance Rates</td>
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<tr>
<td>Participation Rates</td>
<td>12 out of 12 = 100%</td>
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<tr>
<td>Graduation Rates</td>
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Total 21 out of 37 = 57%

For further information about this report, please see the Performance Reporting website at https://rptsvr1.tea.texas.gov/perfreport/account/2017/index.html

TEA | Academics | Performance Reporting Page 1 August 15, 2017
Accountability Rating

Met Standard

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<td>- Student Progress</td>
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<tr>
<td>- Closing Performance Gaps</td>
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<tr>
<td>- Postsecondary Readiness</td>
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In 2017, to receive a Met Standard or Met Alternative Standard rating, districts and campuses must meet targets on three indexes: Index 1 or Index 2 and Index 3 and Index 4.

Performance Index Report

![Performance Index Chart]

Performance Index Summary

<table>
<thead>
<tr>
<th>Index</th>
<th>Points Earned</th>
<th>Maximum Points</th>
<th>Index Score</th>
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<tbody>
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<td>2 - Student Progress</td>
<td>211</td>
<td>1,000</td>
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<tr>
<td>3 - Closing Performance Gaps</td>
<td>266</td>
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<tr>
<td>4 - Postsecondary Readiness</td>
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Distinction Designation

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<tbody>
<tr>
<td>Academic Achievement in Mathematics</td>
<td>NO DISTINCTION EARNED</td>
</tr>
<tr>
<td>Academic Achievement in Science</td>
<td>NO DISTINCTION EARNED</td>
</tr>
<tr>
<td>Academic Achievement in Social Studies</td>
<td>NO DISTINCTION EARNED</td>
</tr>
<tr>
<td>Top 25 Percent Student Progress</td>
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<tr>
<td>Top 25 Percent Closing Performance Gaps</td>
<td>NO DISTINCTION EARNED</td>
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<tr>
<td>Postsecondary Readiness</td>
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Campus Demographics

<table>
<thead>
<tr>
<th>Campus Type</th>
<th>High School</th>
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<tbody>
<tr>
<td>Grade Span</td>
<td>09 - 12</td>
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<tr>
<td>Campus Size</td>
<td>1,358 Students</td>
</tr>
<tr>
<td>Percent Economically Disadvantaged</td>
<td>89.6</td>
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<tr>
<td>Percent English Language Learners</td>
<td>14.7</td>
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<tr>
<td>Mobility Rate</td>
<td>20.1</td>
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<tr>
<td>Percent Served by Special Education</td>
<td>13.0</td>
</tr>
<tr>
<td>Percent Enrolled in an Early College High School Program</td>
<td>0.0</td>
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</tbody>
</table>

System Safeguards

<table>
<thead>
<tr>
<th>Number and Percentage of Indicators Met</th>
</tr>
</thead>
<tbody>
<tr>
<td>Performance Rates</td>
</tr>
<tr>
<td>Participation Rates</td>
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<tr>
<td>Graduation Rates</td>
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<tr>
<td>Total</td>
</tr>
</tbody>
</table>

For further information about this report, please see the Performance Reporting website at https://rptsvr1.tea.texas.gov/perfreport/account/2017/index.html

TEA | Academics | Performance Reporting Page 1 August 15, 2017
Tab 9

Site Information Form Part II
Site Information Form Part II

1. §11.9(c)(4) - Opportunity Index (Competitive HTC and Direct Loan Applications Only)

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

AND

X The census tract has a median household income rate in the two highest quartiles within the region.

OR

The census tract has a median household income rate in the third quartile within the region, and is contiguous to a census tract in the first or second quartile without physical barriers such as highways or rivers between, and the Development Site is no more than 2 miles from the boundary between the census tracts. A map showing the Development Site, location of the border, scale showing distance, and other applicable evidence is included.

<table>
<thead>
<tr>
<th>Contiguous Census Tract #</th>
<th>Contiguous Tract Quartile</th>
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</thead>
<tbody>
<tr>
<td>X</td>
<td></td>
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Development is Urban and Development Site is within the required radius of eligible amenities and/or services, pursuant to §11.9(c)(4)(B)(i) of the QAP. A map showing the Development Site, scale showing radius, location of the amenities, and evidence that the amenity meets all requirements of the rule, as applicable, is included.

- public transportation route (.5 mile)
- licensed center serving children (2 miles)
- pharmacy (1 mile)
- full service grocery store (1 mile)
- university or community college (5 miles)

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

- [ ]
- [ ]
- [ ]
- [ ]
- [ ]

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

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

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

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

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

- Wholly or partially within a Colonia (Note: Not eligible if application qualifies for Opportunity Index points);
- Entirely within the boundaries of an Economically Distressed Area (Note: Not eligible if application qualifies for Opportunity Index points);
- Entirely within a census tract that does not have a Development that was awarded less than 30 years ago according to the Department’s property inventory tab of the Site Demographic Characteristics Report;
- Entirely within a census tract that does not have a Development that was awarded less than 15 years ago according to the Department’s property inventory tab of the Site Demographic Characteristics Report.

![Contiguous Census Tracts](Contiguous Census Tract #)

Application is seeking points for Underserved Area.  
Total Points Claimed: 2

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

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

Application is seeking points for Proximity to the Urban Core.  
Total Points Claimed: 0

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

- Region: 13  
  Urban

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

![Amenities](Amenity #)

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

OR
Rehabilitation
Demolition/Reconstruction

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

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

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

Application is seeking points for Declared Disaster Area. Total Points Claimed: 0

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

Application is seeking points for Readiness to Proceed. Total Points Claimed: 0
Supporting Documentation for the Site Information Form II

- Census Tract Map
- Community Assets Map
- Amenity Documentation
- DFPS Report
- Neighborhood Scout Crime Data
- THECB College/University Printout
- Evidence of Community Organization
Supporting Documentation for the Site Information Form Part II

- Opportunity Index (Competitive HTC and Direct Loan Only)
- Map with Development Site boundaries indicated, relative to census tract boundaries
- Map with Development Site boundaries indicated, relative to census tract boundaries; and contiguous census tract with evidence of no physical barriers between the tracts
- Map(s) of Community Assets with Development, radius, and each asset labeled
- Distances are measured from the nearest boundary of the Development Site to the nearest boundary of the property or easement containing the facility, unless otherwise noted. All measurements include ingress/egress and any easements
- For each amenity, supporting documentation to evidence how the amenity meets each requirement for the amenity
- Print-out from DFPS website confirming daycare licensed to serve relevant age groups
  (http://www.dfps.state.tx.us/Child_Care/Search_Texas_Child_Care/ppFacilitySearchDayCare.asp)
- Crime rate information for census tract from Neighborhood Scout or local data source dated after October 1, 2017, including the computation used to determine the crime rate
  (https://www.neighborhoodscout.com)
- Print-out from THECB website confirming accreditation of university or community college
  http://www.txhighereddata.org/Interactive/Institutions.cfm
- Evidence of regular and recurring substantive services provided by community, civic or service organization, as applicable
- Evidence amenity is operational or has started site work (for instance: website postings, newspaper ads, etc.); evidence of costs or membership fees, age restrictions, as applicable
- Evidence of Underserved Area (Competitive HTC and Direct Loan Only)
- n/a For Colonia:
  - n/a Evidence from Attorney General of Colonia boundaries; and
    https://www.texasattorneygeneral.gov/cpd/colonias
  - n/a Letter from the appropriate local government official or other evidence that the colonia lacks infrastructure and the Development will enable the current dwellings to connect to such infrastructure; and
  - n/a Map showing development site boundaries, relative to Colonia boundaries, and distance from Rio Grande river border.
- n/a For Economically Distressed Areas:
  - n/a A letter or correspondence from Texas Water Development Board indicating the boundaries of the EDA; and
  - n/a Map showing development site boundaries, relative to EDA boundaries.
- n/a For other items:
  Development must be awarded 2002 or earlier for 15-year threshold and 1987 or earlier for 30-year threshold.
  The Site Demographic Characteristics Report is posted on the Department’s website at
  http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm
  Map with Development Site boundaries indicated, relative to census tract boundaries
  Map with census tract boundaries indicated, relative to boundaries of incorporated area, if applicable
  Map with all contiguous census tracts, if applicable
- n/a Proximity to Urban Core (Competitive HTC Only)
  Map with the appropriate radius, City Hall location, and evidence of meetings regularly scheduled for City Council, City Commission, or similar governing body.
Concerted Revitalization Plan (Competitive HTC Only)

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

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

Declared Disaster Area:
- The county in which the Development Site is located is listed on the 2018 List of Declared Disaster Areas eligible for points under 10 TAC §11.9(c)(8) (no further documentation is required).
- The List of Declared Disaster Areas is posted on the Department’s website at http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm
- Applicant believes the county in which the Development Site is located was omitted from the list and should be listed.
- Application includes evidence that the Development Site is located in an area declared to be a disaster area under Tex. Gov’t Code §418.014 at the time of early Application submission (January 26, 2018), at the Full Application Delivery Date, or at any time within the two-year period preceding the Full Application Delivery Date (as of March 1, 2016).

Readiness to Proceed
- The county in which the Development Site is located is listed on the 2018 List of Declared Disaster Areas eligible for points under 10 TAC §11.9(c)(8) (no further documentation is required).
- Evidence that the Applicant meets the requirements for Readiness to Proceed. Pursuant to 10 TAC 11.9(c)(8), the Application must include evidence that appropriate zoning will be in place at award (July 26, 2018).
- Application includes evidence that appropriate zoning will be in place at award.
- Further, the Application must include evidence that the Applicant will close all financing and fully execute the construction contract on or before the last business day of October 2018. Examples of the kinds of documentation that may be used to evidence those milestones are listed below. Applicants may select any of these items, or use the “Other” selections to describe the evidence presented.
- Each piece of evidence provided must be accompanied by a detailed narrative describing how that piece of evidence will allow the Applicant to meet the requirements. If evidence is not included behind this tab, use the space to describe where in the Application the evidence can be found. Evidence may include, but is not limited to:
  - Loan or equity commitments with evidence of completed due diligence
  - Confirmation from lender that non-refundable application and/or due diligence fee has been paid to lender and/or equity provider
The 2018 Qualified Census Tracts (QCTs) and Difficult Development Areas (DDAs) are effective January 1, 2018. The 2018 designations use data from the 2010 Decennial census and three releases of 5-year tabulations from the American Community Survey (ACS): 2009-2013; 2010-2014; and 2011-2015. The designation methodology is explained in the Federal Register notice published September 11, 2017.
Metro 31 Senior Community
SEC of Wren Ave. and Gallivant Place, El Paso, TX 79924
Opportunity Index Amenities

CT Crime Rate: Property Crime – 22.85%

1) The Development Site is located on a route, with sidewalks for pedestrians, that is 1/2 mile or less from the entrance of a public transportation stop or station with a route schedule that provides regular service to employment and basic services. – 778ft North on Wren Ave

2) Grocery: Lowe’s Big 8 Food Store – 3340ft

3) Pharmacy: Walgreens Pharmacy – 1076ft

4) Univ/College: El Paso Community College Trans-mountain Campus – 6956ft (1.32mi)

5) Daycare: Future Scholars Childcare & Learning Center – 1565ft
The Development Site is located on a route, with sidewalks for pedestrians, that is 1/2 mile or less from the entrance of a public transportation stop or station with a route schedule that provides regular service to employment and basic services.

North on Wren Ave

Lowe’s Big 8 Food Store - 9120 Dyer St, El Paso, TX 79924
Traveling from corner to property - complete sidewalks on both sides of the street

Continuing toward the property - sidewalks still complete on both sides of street
Continuing toward property - complete sidewalks on both sides of street

Bus Stop located here - sidewalks on both sides of street -this is where the Northgate Transfer Station will be located
Crosswalk at Shoppers Road and Wren Avenue with curb cuts and pedestrian walkway.
Continuing toward property on the right - complete sidewalks on both sides of the street

Metro 31 Property

Property on the right - complete sidewalks on both sides of the street
Walgreens Pharmacy - 9428 Dyer St, El Paso, TX 79924

El Paso Community College Trans-mountain Campus - 9570 Gateway N Blvd, El Paso, TX 79924
It's a great day at Lowe's

El Paso, TX

February 21, 2018 - February 27, 2018

If you are seeing last week's ad please refresh your browser with these keyboard keys: CTRL + F5.

La Feria

Big 8 FOOD STORES

Small Pack $2.49 lb.

$1.99 lb.

Fresh Ground Beef
(Sold in approximate 10 lb. chubs)
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<td>Garden Fresh Red Ripe Salad Tomatoes</td>
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<td>Fresh Halo Mandarins</td>
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<td>Boneless Chicken Breast or Breast Tenders</td>
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<tr>
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<td>Valu Time Saltines</td>
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<td>Valu Time Vegetable Oil Spread</td>
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<tr>
<td>Valu Time Bleach</td>
<td>99¢</td>
</tr>
</tbody>
</table>

Visit Us at lowesmarket.com • Prices Good Wednesday, Feb. 21st thru Tuesday, Feb. 27th, 2018

MORE Grocery SAVINGS
*Prices Good Wednesday, Feb. 21st thru Tuesday, Feb. 27th, 2018*
Your Child's Future Begins Here
Call Today! (915) 751-1700
The Future Scholars Child Care & Learning Center in El Paso can help with all your childcare needs!

Welcome to Future Scholars Child Care & Learning Center

Choosing your child’s learning provider is a difficult decision. Trying to find daycare that is in a good location, has a good quality of care, is reasonably priced, and will meet your child’s needs is not simple. The staff members at Future Scholars Child Care & Learning Center in El Paso, TX, understand the importance of ensuring that daycare fits into everyday family life with as little disruption as possible and aim to do just that.

From the moment you walk in you’ll feel like you’ve entered a “home away from home.” The friendly staff will introduce you and your child to the daycare center and answer any questions you may have. Often it can take a child some time to adjust to new surroundings, and the system in place will ensure your child settles in as quickly as possible.

At Future Scholars Child Care & Learning Center, we have an excellent understanding of all aspects of a child’s development. Your child begins learning from the moment they are born, from recognizing familiar voices and faces to walking and talking, and so giving them the best education possible is essential.

Here at Future Scholars Child Care & Learning Center in El Paso, TX, the curriculum is tailored to each child to suit their needs and encourage them to meet their maximum potential. Regular assessments of your child will also be undertaken to ensure that your child’s needs are still being met and monitor for any signs of a learning difficulty.

To meet your child’s needs there are various programs provided at Future Scholars Child Care & Learning Center. All programs are grouped by age and ability to ensure that your child is comfortable and can learn as an equal from his or her peers. Trained staff members will provide fun and stimulating activities for your child to target various areas of development.
Child Care Search Result Details

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

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<thead>
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<td>Operation/Caregiver Name:</td>
<td>Future Scholars Childcare &amp; Learning Center</td>
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| Location Address:       | 9477 DYER ST  
                         | EL PASO, TX 79924 |
| Mailing Address:        | 9477 DYER ST  
                         | EL PASO, TX 79924 |
| Phone Number:           | 915-751-1700 |
| County:                 | EL PASO |
| Website Address:        | learningcenterelpaso.com |
| Email Address:          | fscandlc@gmail.com |
| Administrator/Director Name: | Erika Urbina |
| Type of Issuance:       | Full Permit |
| Issuance Date:          | 1/30/2015 |
| Conditions on Permit:   | Yes |
| Accepts Child-Care Subsidies: | Yes |
| Hours of Operation:     | 05:30 AM-06:30 PM |
| Days of Operation:      | Monday - Friday |
| Total Capacity:         | 56 |
| Licensed to Serve Ages: | Infant, Toddler, Pre-Kindergarten, School |
| Number Of Admin Penalties: | 0 |
| Corrective Action:      | No |
| Adverse Action:         | No |
| Temporarily Closed:     | No |

Two Year Inspection Summary
- Inspectors routinely monitor compliance with Licensing standards, rules and law. At a minimum, licensed and certified operations are inspected at least once a year; Registered Child Care Homes ? are inspected at least once every two years, Listed Family Homes ? are inspected only if there is a report of abuse/neglect or if we
receive a report that the home is caring for too many children.

- When operations have serious deficiencies or a significant number of deficiencies, repeat deficiencies, or fail to make corrections timely, they are inspected more frequently by licensing staff, to ensure the health and safety of children in care.

- In the last two years, Licensing conducted the following:

  - 7 - Inspections
  - 0 - Assessments
  - 1 - Self Reported Incidents
  - 0 - 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, 2764 standards were evaluated for compliance at this operation.

- Of the standards evaluated 4 deficiencies were cited.

  Click on the number of deficiencies to see additional details.

- Each standard is assigned a weight. The weight ensures all inspectors consider standard violations in the same way, and represents the potential impact a deficiency might have on children. Review the inspection reports to learn more about each citation. It's important to remember; weights are not assigned to an individual operation, inspection, or circumstance and are not intended to result in a ranking of operations or score.

- The weights of the standard deficiencies cited in the past two years are as follows:

  0 were weighted as High
  4 were weighted as Medium - High
  0 were weighted as Medium
  0 were weighted as Medium - Low
  0 were weighted as Low

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

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

Website and Email addresses are based on information given to DFPS by the Operation/Caregiver. If you experience problems with these addresses please contact the Operation/Caregiver.
**NEIGHBORHOOD CRIME DATA**

**TOTAL CRIME INDEX**

<p>| | | |</p>
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<td>109</td>
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<tr>
<td>(100 is safest)</td>
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Safer than 45% of U.S. neighborhoods.

**NEIGHBORHOOD ANNUAL CRIMES**

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**NEIGHBORHOOD VIOLENT CRIME**

**VIOLENT CRIME INDEX**

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https://www.neighborhoodscout.com/search/location/850504#crime
5249 SANDERS AVE, EL PASO, TX 79924

Generated: Mon 01/08/18

OVERVIEW

NEIGHBORHOOD CRIME DATA

TOTAL CRIME INDEX

23

(100 is safest)

Safer than 23% of U.S. neighborhoods.

NEIGHBORHOOD ANNUAL CRIMES

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<thead>
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<th>Crime Rate (per 1,000 residents)</th>
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<th>PROPERTY</th>
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<td>6.37</td>
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NEIGHBORHOOD VIOLENT CRIME

VIOLENT CRIME INDEX

21
Public Community Colleges

Download the Excel Version

<table>
<thead>
<tr>
<th>Institution</th>
<th>Administrative Officer</th>
<th>Main Telephone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alamo Community College - Northeast Lakeview College</td>
<td>Veronica Garcia President</td>
<td>(210) 485-0000</td>
</tr>
<tr>
<td>Alamo Community College - Northwest Vista College</td>
<td>Ric Baser President</td>
<td>(210) 486-4900</td>
</tr>
<tr>
<td>Alamo Community College - Palo Alto College</td>
<td>Ruben Michael &quot;Mike&quot; Flores President</td>
<td>(210) 486-3880</td>
</tr>
<tr>
<td>Alamo Community College - San Antonio College</td>
<td>Robert Vela President</td>
<td>(210) 486-0959</td>
</tr>
<tr>
<td>Alamo Community College - St. Philip's College</td>
<td>Adena Loston President</td>
<td>(210) 486-2900</td>
</tr>
<tr>
<td>Alamo Community College District</td>
<td>Bruce Leslie Chancellor</td>
<td>(210) 485-0020</td>
</tr>
<tr>
<td>Alvin Community College</td>
<td>Christal Albrecht President</td>
<td>(281) 756-3500</td>
</tr>
<tr>
<td>Amarillo College</td>
<td>Russell Lowery-Hart President</td>
<td>(806) 371-5000</td>
</tr>
<tr>
<td>Angelina College</td>
<td>Michael Simon President</td>
<td>(936) 639-1301</td>
</tr>
<tr>
<td>Austin Community College</td>
<td>Richard Rhodes President/CEO</td>
<td>(512) 223-7000</td>
</tr>
<tr>
<td>Blinn College District</td>
<td>Mary Hensley Chancellor</td>
<td>(979) 830-4000</td>
</tr>
<tr>
<td>Brazosport College</td>
<td>Millicent Valek President</td>
<td>(979) 230-3000</td>
</tr>
<tr>
<td>Central Texas College</td>
<td>Jim Yeonopolus Chancellor</td>
<td>(254) 526-7161</td>
</tr>
<tr>
<td>Cisco College</td>
<td>Thad Anglin President</td>
<td>(254) 442-5000</td>
</tr>
<tr>
<td>Clarendon College</td>
<td>Robert Keith Riza President/CEO</td>
<td>(806) 874-3571</td>
</tr>
<tr>
<td>Coastal Bend College</td>
<td>Beatriz T. Espinoza President/CEO</td>
<td>(361) 358-2838</td>
</tr>
<tr>
<td>College of the Mainland Community College District</td>
<td>Warren Nichols President</td>
<td>(409) 938-1211</td>
</tr>
<tr>
<td>Collin County Community College District</td>
<td>H. Neil Matkin President</td>
<td>(972) 758-3801</td>
</tr>
<tr>
<td>Dallas County Community College - Brookhaven College</td>
<td>Thom Chesney Branch</td>
<td>(972) 860-4700</td>
</tr>
<tr>
<td>Dallas County Community College - Cedar Valley College</td>
<td>Joe Seabrooks President</td>
<td>(972) 860-8200</td>
</tr>
<tr>
<td>Dallas County Community College - Eastfield College</td>
<td>Jean Conway President</td>
<td>(972) 860-7001</td>
</tr>
<tr>
<td>Dallas County Community College - El Centro College</td>
<td>Jose Adames President</td>
<td>(972) 860-2000</td>
</tr>
<tr>
<td>Institution</td>
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<td>City, State ZIP</td>
</tr>
<tr>
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<td>Dallas County Community College - Mountain View College</td>
<td>4849 West Illinois Avenue</td>
<td>Dallas, TX 75211-6599</td>
</tr>
<tr>
<td>Dallas County Community College - North Lake College</td>
<td>5001 North MacArthur Boulevard</td>
<td>Irving, TX 75038-3899</td>
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<tr>
<td>Dallas County Community College - Richland College</td>
<td>12800 Abrams Road</td>
<td>Dallas, TX 75243-2199</td>
</tr>
<tr>
<td>Dallas County Community College District</td>
<td>1601 South Lamar St.</td>
<td>Dallas, TX 75215-1816</td>
</tr>
<tr>
<td>Del Mar College</td>
<td>101 Baldwin Boulevard</td>
<td>Corpus Christi, TX 78404</td>
</tr>
<tr>
<td>El Paso Community College District</td>
<td>P.O. Box 20560</td>
<td>El Paso, TX 79998</td>
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<tr>
<td>Houston Community College - Central Campus</td>
<td>1300 Holman</td>
<td>Houston, TX 77004</td>
</tr>
<tr>
<td>Houston Community College - Northeast Campus</td>
<td>401 Northline Mall</td>
<td>Houston, TX 77022</td>
</tr>
<tr>
<td>Houston Community College - Northwest Campus</td>
<td>1550 Fossil Lake Drive, Suite 101</td>
<td>Houston, TX 77084</td>
</tr>
<tr>
<td>Houston Community College - Southwest Campus</td>
<td>6815 Rustic</td>
<td>Houston, TX 77087</td>
</tr>
<tr>
<td>Houston Community College System</td>
<td>3100 Main Street</td>
<td>Houston, TX 77002</td>
</tr>
<tr>
<td>Howard College</td>
<td>1001 Birdwell Lane</td>
<td>Big Spring, TX 79720</td>
</tr>
<tr>
<td>Kilgore College</td>
<td>1100 Broadway</td>
<td>Kilgore, TX 75662</td>
</tr>
<tr>
<td>Laredo Community College</td>
<td>West End Washington Street</td>
<td>Laredo, TX 78040-4395</td>
</tr>
<tr>
<td>Lee College</td>
<td>200 Lee Drive</td>
<td>Baytown, TX 77520-4703</td>
</tr>
<tr>
<td>Lone Star College - Cy-Fair</td>
<td>5191 Barker Cypress Road</td>
<td>Houston, TX 77433</td>
</tr>
<tr>
<td>Lone Star College - Kingwood</td>
<td>20000 Kingwood Drive</td>
<td>Kingwood, TX 77339</td>
</tr>
<tr>
<td>Lone Star College - Montgomery</td>
<td>3200 College Park Drive</td>
<td>Conroe, TX 77384</td>
</tr>
<tr>
<td>Lone Star College - North Harris</td>
<td>2700 West West Thorne Drive</td>
<td>Houston, TX 77073</td>
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<tr>
<td>Lone Star College - Tomball</td>
<td>30555 Tomball Parkway</td>
<td>Tomball, TX 77375</td>
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<tr>
<td>Lone Star College - University Park</td>
<td>20515 SH249 (SH 249 and Louetta Road)</td>
<td>Houston, TX 77070</td>
</tr>
<tr>
<td>Lone Star College System District</td>
<td>5000 Research Forest Drive</td>
<td>The Woodlands, TX 77381-4399</td>
</tr>
<tr>
<td>McLennan Community College</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Institution Name</td>
<td>Address</td>
<td>President</td>
</tr>
<tr>
<td>------------------</td>
<td>---------</td>
<td>-----------</td>
</tr>
<tr>
<td>1400 College Drive</td>
<td>Waco, TX 76708</td>
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<tr>
<td>Midland College</td>
<td>3600 North Garfield, Midland, TX 79705</td>
<td>Steve Thomas, President</td>
</tr>
<tr>
<td>Navarro College</td>
<td>3200 West 7th Avenue, Corsicana, TX 75110</td>
<td>Barbara Kavalier, President</td>
</tr>
<tr>
<td>North Central Texas College</td>
<td>1522 West California Street, Gainesville, TX 76240</td>
<td>Brent Wallace, President</td>
</tr>
<tr>
<td>Northeast Texas Community College</td>
<td>2886 FM 1735 Chapel Hill Road, Mount Pleasant, TX 75456-1307</td>
<td>Bradley W. Johnson, President</td>
</tr>
<tr>
<td>Odessa College</td>
<td>201 West University, Odessa, TX 79764</td>
<td>Gregory Williams, President</td>
</tr>
<tr>
<td>Panola College</td>
<td>1109 West Panola Street, Carthage, TX 75633</td>
<td>Gregory Powell, President</td>
</tr>
<tr>
<td>Paris Junior College</td>
<td>2400 Clarksville Street, Paris, TX 75460</td>
<td>Pamela Anglin, President</td>
</tr>
<tr>
<td>Ranger College</td>
<td>1100 College Circle, Ranger, TX 76470</td>
<td>William Campion, President</td>
</tr>
<tr>
<td>San Jacinto College Central Campus</td>
<td>8060 Spencer Highway, Pasadena, TX 77505</td>
<td>Van Wigginton, Provost</td>
</tr>
<tr>
<td>San Jacinto College North Campus</td>
<td>5800 Uvalde Road, Houston, TX 77049</td>
<td>William Raffetto, Provost</td>
</tr>
<tr>
<td>San Jacinto College South Campus</td>
<td>13735 Beamer Road, Houston, TX 77089</td>
<td>Brenda Jones, Provost</td>
</tr>
<tr>
<td>San Jacinto Community College</td>
<td>4624 Fairmont Parkway, Suite 200, Pasadena, TX 77504</td>
<td>Brenda Hellyer, Chancellor</td>
</tr>
<tr>
<td>South Plains College</td>
<td>1401 College Avenue, Levelland, TX 79336</td>
<td>Robin Satterwhite, President</td>
</tr>
<tr>
<td>South Texas College</td>
<td>3201 West Pecan St, McAllen, TX 78502-9701</td>
<td>Shirley Reed, President</td>
</tr>
<tr>
<td>Southwest Collegiate Institute for the Deaf</td>
<td>3200 Avenue C, Big Spring, TX 79720</td>
<td>Cheryl T. Sparks, President</td>
</tr>
<tr>
<td>Southwest Texas Junior College</td>
<td>2401 Garner Field Road, Uvalde, TX 78801</td>
<td>Hector Gonzalez, President</td>
</tr>
<tr>
<td>Tarrant County College - Connect Campus</td>
<td>1500 Houston Street, Fort Worth, TX 76102</td>
<td>Carlos Morales, President</td>
</tr>
<tr>
<td>Tarrant County College - Northeast Campus</td>
<td>828 Harwood Road, Hurst, TX 76054</td>
<td>Allen Goben, President</td>
</tr>
<tr>
<td>Tarrant County College - Northwest Campus</td>
<td>4801 Marine Creek Parkway, Fort Worth, TX 76179-3599</td>
<td>Zarina Blankenbaker, President</td>
</tr>
<tr>
<td>Tarrant County College - South Campus</td>
<td>5301 Campus Drive, Fort Worth, TX 76119</td>
<td>Peter Jordan, President</td>
</tr>
<tr>
<td>Tarrant County College - Southeast Campus</td>
<td>2100 Southeast Parkway, Arlington, TX 76018-2907</td>
<td>Bill Coppola, President</td>
</tr>
<tr>
<td>Tarrant County College - Trinity River Campus</td>
<td>300 Trinity Campus Circle, Fort Worth, TX 76102</td>
<td>S. Sean Madison, President</td>
</tr>
<tr>
<td>Tarrant County College District</td>
<td>1500 Houston Street, Fort Worth, TX 76102</td>
<td>Eugene Giovanni, Chancellor</td>
</tr>
<tr>
<td>Temple College</td>
<td>2600 South First Street, Temple, TX 76504-7435</td>
<td>Glenda O. Barron, President</td>
</tr>
<tr>
<td>Texarkana College</td>
<td>2500 North Robson Road, Texarkana, TX 75501</td>
<td>James Russell, President</td>
</tr>
<tr>
<td>Texas Southmost College</td>
<td>60 Fort Brown, Brownsville, TX 78521</td>
<td>Jesus R. Rodriguez, President</td>
</tr>
<tr>
<td>Institution</td>
<td>City, State ZIP</td>
<td>President Name</td>
</tr>
<tr>
<td>-------------------------------------------------</td>
<td>-----------------</td>
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</tr>
<tr>
<td>Trinity Valley Community College</td>
<td>Brownsville, TX 78520</td>
<td>Jerry King</td>
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<tr>
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<td>Brownsville, TX 78520</td>
<td>Mike Metke</td>
</tr>
<tr>
<td>Vernon College</td>
<td>Austin, TX 75751</td>
<td>Dusty Johnston</td>
</tr>
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<td>Trinity Valley Community College</td>
<td>Austin, TX 75751</td>
<td>David Hinds</td>
</tr>
<tr>
<td>Weatherford College</td>
<td>Tyler, TX 75711</td>
<td>Brent Baker</td>
</tr>
<tr>
<td>Weatherford College</td>
<td>Tyler, TX 75711</td>
<td>Barbara Beebe</td>
</tr>
<tr>
<td>Weatherford College</td>
<td>Tyler, TX 75711</td>
<td>Betty A. McCrohan</td>
</tr>
</tbody>
</table>

Texas Higher Education Coordinating Board | 1200 East Anderson Lane | Austin, TX 78752 | 512-427-6101

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http://www.txhighereddata.org/Interactive/Institutionsshow.cfm?Type=1&Level=2

2/24/2018 Texas Higher Education Data
Transmountain Campus

Designed to complement the visual angles of the Franklin Mountains and blend its landscaping with the surrounding desert, the Transmountain Campus provides educational programs and services for northeast El Paso.

Transmountain is located at 9570 Gateway Blvd. North at the Patriot Freeway and Diana Drive. The facility serves more than 4,000 credit students each semester. All college services are available, including admissions, registration, financial aid and counseling, as well as a full-service library, bookstore and child care. It houses the college's only performance/lecture facility for concerts, films, large meetings community events. The Transmountain Early College High School opened in 2008. TMECHS allows accepted students to earn an Associate's Degree and high school diploma concurrently.
5023 Wren\Shoppers

Routes At This Stop

<table>
<thead>
<tr>
<th>ID</th>
<th>Description</th>
<th>Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>S723</td>
<td>Northgate Via Dyer</td>
<td>Bus</td>
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Select a date from the calendar to view trips.

Stop Summary

- **Source Data:** stops.txt
- **Stop ID:** 1946
- **Stop Code:** 5224NRE
- **Stop Type:** Stop
- **URL:** Not specified
- **Wheelchair Boarding:** Not specified

- **Operates:** 7 days
- **Starts:** Sunday, 11 June 2017
- **Ends:** Saturday, 17 February 2018
- **Exceptions:** 2 dates added, 2 dates removed

February 2018

<table>
<thead>
<tr>
<th>Sun</th>
<th>Mon</th>
<th>Tue</th>
<th>Wed</th>
<th>Thu</th>
<th>Fri</th>
<th>Sat</th>
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</tr>
</tbody>
</table>
It's a great day at Lowe's

El Paso, TX

February 21, 2018 - February 27, 2018

If you are seeing last week's ad please refresh your browser with these keyboard keys: CTRL + F5.
<table>
<thead>
<tr>
<th>Item</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Garden Fresh Hot &amp; Spicy Jalapeno Peppers</td>
<td>29¢</td>
</tr>
<tr>
<td>Pollock Fillet</td>
<td>$1.19</td>
</tr>
<tr>
<td>Garden Fresh Red Ripe Salad Tomatoes</td>
<td>49¢</td>
</tr>
<tr>
<td>Fresh Halo Mandarins</td>
<td>$1.98</td>
</tr>
<tr>
<td>Boneless Chicken Breast or Breast Tenders</td>
<td>$1.49</td>
</tr>
<tr>
<td>Shurfine Original or 1/3 less Fat Cream Cheese</td>
<td>$1.29</td>
</tr>
<tr>
<td>SPReAD Vegetable Oil Spread</td>
<td>98¢</td>
</tr>
<tr>
<td>ValuTime Granulated Sugar</td>
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</tr>
<tr>
<td>ValuTime Saltines Crackers</td>
<td>98¢</td>
</tr>
<tr>
<td>Classic Blend Coffee</td>
<td>$4.98</td>
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<tr>
<td>ValuTime Whole Kernel Golden Corn</td>
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<tr>
<td>ValuTime Garden Blend</td>
<td>$4.10</td>
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<tr>
<td>ValuTime Macaroni &amp; Cheese Dinner</td>
<td>$4.10</td>
</tr>
<tr>
<td>ValuTime Bleach</td>
<td>99¢</td>
</tr>
</tbody>
</table>

Visit Us at lowesmarket.com • Prices Good Wednesday, Feb. 21st thru Tuesday, Feb. 27th, 2018
Prices Good Wednesday, Feb. 21st thru Tuesday, Feb. 27th, 2018
Prices Good Wednesday, Feb. 21st thru Tuesday, Feb. 27th, 2018
El Paso, TX | Lowe's Markets - Serving the grocery shopper since 1964!

Download This Weekly Ad
Your Child's Future Begins Here
Call Today! (915) 751-1700
Getting the children dressed, ready, and off to school or daycare with a packed lunch can sometimes feel like mission impossible. The staff at Future Scholars Child Care & Learning Center in El Paso, TX, understand the importance of ensuring that daycare fits into everyday family life with as little disruption as possible and aim to do just that.

From the moment you walk in you’ll feel like you’ve entered a “home away from home.” The friendly staff will introduce you and your child to the daycare center and answer any questions you may have. Often it can take a child some time to adjust to new surroundings, and the system in place will ensure your child settles in as quickly as possible.

At Future Scholars Child Care & Learning Center, we have an excellent understanding of all aspects of a child’s development. Your child begins learning from the moment they are born, from recognizing familiar voices and faces to walking and talking, and so giving them the best education possible is essential.

Here at Future Scholars Child Care & Learning Center in El Paso, TX, the curriculum is tailored to each child to suit their needs and encourage them to meet their maximum potential. Regular assessments of your child will also be undertaken to ensure that your child’s needs are still being met and monitor for any signs of a learning difficulty.

To meet your child’s needs there are various programs provided at Future Scholars Child Care & Learning Center. All programs are grouped by age and ability to ensure that your child is comfortable and can learn as an equal from his or her peers. Trained staff members will provide fun and stimulating activities for your child to target various areas of development.
Tab 11

Site Information Form Part III
1. **Site Acreage**

Please identify site acreage as listed in each of the following exhibits/documents.

<table>
<thead>
<tr>
<th>Site Control</th>
<th>Site Plan</th>
<th>Appraisal</th>
<th>ESA</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.441</td>
<td>2.4</td>
<td>N/A</td>
<td>2.4412</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:

Difference is due to rounding

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>City of El Paso</th>
<th>Gary Sapp</th>
</tr>
</thead>
<tbody>
<tr>
<td>Entity Name</td>
<td>Contact Name</td>
</tr>
<tr>
<td>4401 N. Mesa Street</td>
<td></td>
</tr>
<tr>
<td>Address</td>
<td></td>
</tr>
<tr>
<td>El Paso</td>
<td>TX</td>
</tr>
</tbody>
</table>

City | State | Zip | Date of Last Sale |
--- | --- | --- | -----------------|
El Paso | TX | 79902-1107 | 2009 |

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>All listed above</td>
<td>None</td>
</tr>
</tbody>
</table>

Site Control is in the form of:

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

Expiration of Contract or Option: 12/31/2018
Anticipated Closing Date: 10/31/2018

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.
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 meets the criteria for the Opportunity Index as identified in §11.9(c)(4) of the Qualified Allocation Plan (Competitive HTC only)
- Development is in an area covered by a concerted revitalization plan and elects and is eligible for points under §11.9(d)(7), is not Elderly, and is not located in a QCT. (Competitive HTC only)
- Development includes an additional 10% of units at 30% AMI. Must be in addition to the number of units needed for any scoring item or any other funding source from MF Direct Loan requirements. (Competitive HTC only)
- Development is in a QCT with 20% or greater Housing Tax Credit Units per household, and a resolution from the Governing Body of the appropriate municipality or county allowing the construction of the Development is included behind Tab 8**

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

If a revised form is submitted, date of submission:
Tab 12

Support Documentation from Site Information
Part III

- Site Control Documentation
- Title Commitment or Policy
Support Documentation from Site Information Part III Should be Included Behind this Tab.

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

Increase in Eligible Basis (30% Boost)

- **NA** Resolution from the Governing Body of the appropriate municipality or county allowing the construction of the Development, if applicable.
- **NA** 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
- **NA** 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.

- **NA** 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.
- **NA** 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.
- **NA** 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.
- **NA** 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.
FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT (this "Amendment") is made and entered into effective as of January 25, 2018, by and between HUNT METRO 31, LLC, a Delaware limited liability company ("Seller"), and METRO 31 SENIOR COMMUNITY, LTD., a Texas limited partnership, or its permitted assigns ("Purchaser").

RECITALS

WHEREAS, Seller and Purchaser entered into a Purchase and Sale Agreement, dated effective as of January 8, 2018 (as amended, the "Agreement"), pursuant to which Seller agreed to sell and Purchaser agreed to purchase certain real property and improvements, if any, located in El Paso, Texas, as more particularly described in the Agreement. Capitalized terms not defined herein shall have the meanings given to them in the Agreement.

Seller and Purchaser have agreed to amend the Agreement as more particularly described below;

NOW, THEREFORE, in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and notwithstanding anything contained to the contrary in the Agreement, Seller and Purchaser agree as follows:

1. Property to be Purchased. Section 2.1 of the Agreement is hereby amended in its entirety to read as follows:

"2.1 Property to be Purchased. Purchaser acknowledges that, on the date of this Agreement, Seller does not own fee simple title to the Property, however, Seller has the right and option to acquire title to the Property pursuant to the terms of an option to purchase (the "Option") set forth in Section 11.17 of the Northgate Transit Oriented Development Site Lease (Affordable Residential Housing Lease Agreement) (the "Lease"), dated December 2, 2014, between the City and Seller. Seller agrees that if on or before the expiration of the Inspection Period Purchaser has (i) delivered to Seller a Waiver Notice as provided in Section 3.5 below or (ii) has not given Seller a Termination Notice, then within 10 days following the expiration of the Inspection Period, Seller shall exercise such Option to acquire the Property in accordance with the terms of the Lease, provided, however, notwithstanding the foregoing and anything herein to the contrary, Purchaser agrees that Seller shall not be obligated to exercise the Option or to acquire the Property if (i) for any reason any of the conditions precedent to Seller’s right to exercise the Option as set forth in Section 11.17(C) of the Lease shall remain unsatisfied on the date the Inspection Period expires; (ii) Seller and the City do not amend the Lease to provide that Seller may acquire pursuant to the Option fee simple title to all of the Property [2.441 acres]; and (iii) the Property is removed from any special flood hazard area by FEMA pursuant to an amendment to the applicable Flood Zone Map covering the Property."

2. Sale and Purchase. Section 2.2 of the Agreement is hereby amended in its entirety to read as follows:

"2.2 Sale and Purchase. For adequate consideration and the mutual agreements herein, the receipt and sufficiency of which are hereby acknowledged, subject to the terms of Section 2.1 above, Seller agrees to sell the Property to Purchaser, and
Purchaser agrees to purchase the Property from Seller, upon and subject to the terms of this Agreement.”

3. Approvals. The first paragraph of Section 5.7 is hereby amended in its entirety to read as follows:

“5.7 Approvals. The sale and purchase of the Property shall be expressly subject to and conditioned the terms of Section 2.1 above upon receipt of written evidence of all of the following approvals (the “Approvals”), which shall be obtained through Purchaser’s due diligence during the Inspection Period. Purchaser shall notify Seller within 3 days after Purchaser has obtained each of such Approvals.”

4. Closing. The first sentence of Section 7.1 is hereby amended in its entirety to read as follows:

“7.1 Closing. Subject to the terms of Section 2.1 above and Purchaser’s right to extend the Closing Date as provided in this section, Closing shall take place at 10:00 a.m., Mountain Time, at the Title Company on the later of (i) on or before (x) 90 days following the expiration date of the Inspection Period or (y) on or within 3 days following the date as Seller acquires fee simple to the Property from the City or (ii) such other date on which Seller and Purchaser may mutually agree (as may be extended, the “Closing Date”), via escrow funds and fully executed documents.”

5. Seller’s Representations and Warranties regarding Seller and Property. Sections 9.1(a), 9.1(b) and 9.1(f) are hereby amended in their entirety to read as follows:

(a) Organization and Authority. Seller has been duly organized and validly exists as a limited liability company in good standing in the State of Delaware. Seller has the full right and authority and has obtained any and all consents required to enter into this Agreement and, subject to the terms of Section 2.1 above, to consummate or cause to be consummated the transactions contemplated hereby. This Agreement has been, and all of the documents to be delivered by Seller at the Closing will be, authorized and properly executed and constitute, or will constitute, as appropriate, the valid and binding obligation of Seller, enforceable in accordance with their terms subject to rules of law and principals of equity generally applicable to the enforceability of legal obligations including bankruptcy, reorganization and other debtor relief laws.

(b) Conflicts and Pending Action. Subject to the terms of Section 2.1 above, there is no agreement to which Seller is a party or to the best of Seller’s knowledge binding on Seller which is in conflict with this Agreement. There is no action or proceeding pending or, to Seller’s knowledge, threatened, against the Property, including a court of law or written notice of condemnation proceedings against the Seller which challenges or impairs Seller’s ability to execute or perform its obligations under this Agreement.

(f) Agreements. To Seller’s Knowledge, and subject to the terms of Section 2.1 above, no person, firm or entity, except as set forth herein, has any rights in or to acquire the Property or any part thereof. To Seller’s knowledge, there is no agreement granting a third party a purchase option or right to acquire the Property, except any agreements that are shown of record. The Property is not subject to any leases or to the claims of any tenants in possession.

6. Default by Seller. The first sentence of Section 10.2 is hereby amended in its entirety to read as follows:
10.2 Default by Seller. If the transaction contemplated herein is not consummated because of a default on the part of Seller, and such default continues for more than 10 days following Seller’s receipt of written notice from Purchaser specifying such default, Purchaser may, in its discretion, as Purchaser’s sole and exclusive right and remedy, terminate this Agreement by written notice given to Seller and receive the Earnest Money from the Escrow Agent upon demand.

7. Ratification. Seller and Purchaser hereby confirm, ratify and approve the Agreement as the legal, valid and binding obligation and agreement of the Seller and Purchaser, enforceable in accordance with the terms thereof, as of the date of such instruments. Except as expressly modified and amended hereby, the Agreement has not been modified or amended, is hereby ratified and confirmed by Seller and Purchaser, and is subject to each of the terms, provisions and conditions thereof, as amended hereby, and is hereby declared by Seller and Purchaser to be in full force and effect. To the extent of any inconsistency between the Agreement and this Amendment, the terms of this Amendment shall control.

8. Binding Effect. This Amendment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

9. Counterparts; Facsimile Execution. Facsimile or electronic mail signatures appearing hereon shall be deemed an original, and this document may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

[Signatures on Next Page]
EXECUTED as of the day and year first above written.

SELLER

HUNT METRO 31, LLC, a Delaware limited liability company

By: Hunt ELP, Ltd., a Texas limited partnership, sole Member

By: [Signature]
Name: Gary Sapp
Title: Executive Vice President

PURCHASER

METRO 31 SENIOR COMMUNITY, LTD., a Texas limited partnership

By: Investment Builders, Inc., a Texas corporation, General Partner

By: [Signature]
Name: Ike J. Monty
Title: President
PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “Agreement”) is made and entered into as of the 5th day of January, 2018, by and between HUNT METRO 31, LLC, a Delaware limited liability company (“Seller”), and METRO 31 SENIOR COMMUNITY, LTD., a Texas limited partnership, or its permitted assigns (“Purchaser”).

ARTICLE 1.
DEFINITIONS AND MEANINGS

1.1 In addition to any other terms whose definitions are fixed and defined by this Agreement, each of the following defined terms, when used in this Agreement with an initial capital letter or initial capital letters, shall have the meaning ascribed thereto by this Article 1:

“Agreement” means this Purchase and Sale Agreement, together with all exhibits attached hereto.

“City” means the City of El Paso, Texas.

“Closing” means the consummation of the purchase and sale contemplated by this Agreement by the deliveries required under Article 8.

“Closing Date” means on or before that date as set forth in Section 7.1 hereof.

“Declaration” means the declaration of covenants, conditions and restrictions that will encumber the Property as provided in Section 5.8 hereof.

“Earnest Money” means the sum of Two Thousand Five Hundred and 00/100 Dollars ($2,500.00) deposited by Purchaser with Escrow Agent as provided in Section 3.1, plus any interest accrued thereon.

“Effective Date” means the date when a fully executed Agreement, along with the Earnest Money, has been deposited with the Title Company, such date being inserted below the signature of the Escrow Agent below.

“Entitlement” or “Entitlements” means, as the context requires, to the extent applicable, any zoning, rezoning, variance, plat, subdivision and/or site plan approval, consent, release, amendment, approval for off-site and infrastructure improvements, tax abatement, tax increment financing, and any other similar permit, approval, land use entitlement, requirement, determination or assurance which Purchaser, in its sole discretion, deems necessary or desirable for the Property to be used for Purchaser’s Intended Use.

“Escrow Agent” means WestStar Title, 641 N. Stanton, El Paso, Texas 79901, Attn: Janette Coon.

“Hazardous Substances” means petroleum (including gasoline, crude oil or any crude oil fraction), waste, trash, garbage, industrial by-product, and chemical or hazardous substance of any nature, including, without limitation, radioactive materials, PCBs, asbestos, pesticides, herbicides, pesticide or herbicide containers, untreated sewage, industrial process sludge and any other substance identified as a hazardous substance or waste in the Comprehensive Environmental Response, Compensation and
Liability Act of 1980 (commonly known as “CERCLA”), as amended, the Superfund Amendment and Reauthorization Act (commonly known as “SARA”), the Resource Conservation and Recovery Act (commonly known as “RCRA”), or any other federal, state or county legislation or ordinances applicable to the Property.

“Inspection Period” means the period commencing on the Effective Date and ending at 5:00 p.m., Mountain Time, on July 31, 2018.

“Permitted Exceptions” means the specific title exceptions described in Section 6.1 hereof.

“Property” means a 2.441 acre parcel of land in El Paso, Texas, described as Lot 4A on the Concept Plan attached as Exhibit A hereto, and all improvements, if any, thereon and all appurtenances thereto and easements, if any, benefitting such real property.

“Purchaser’s Intended Use” means the use of the Property as a senior living facility.

“Title Company” means WestStar Title, 641 N. Stanton, El Paso, Texas 79901.

ARTICLE 2.
GENERAL PROVISIONS

2.1 Property to be Purchased. For adequate consideration and the mutual agreements herein, the receipt and sufficiency of which are hereby acknowledged, Seller agrees to sell the Property to Purchaser, and Purchaser agrees to purchase the Property from Seller, upon and subject to the terms of this Agreement.

2.2 Confidentiality. Seller and Purchaser each agree that they, their affiliates, officers, directors, shareholders, employees, third party advisors or agents will use reasonable efforts not to disclose any of the financial terms of this Agreement, the Property Information provided pursuant to Section 5.1 below, and any other documents provided by Seller or Purchaser except that (i) either party may, in its discretion reasonably exercised, disclose any such information to the Title Company and/or to those professionals, including appraisers, lenders, attorneys, accountants, and other similar consultants, engaged by either party in order to evaluate and/or consummate the transaction contemplated herein; (ii) Purchaser may disclose any such information to any intended user of the Property, provided that any such disclosure is made with the agreement of the recipient that all such information is confidential and shall not be further disclosed to any party except with the consent of Purchaser; and (iii) this Section 2.2 shall not apply to any disclosures made by either party which are required by law, court order, or in connection with any subpoena served upon such party or dispute between the parties. The confidentiality provisions of this Section 2.2 shall survive the Closing or the earlier termination of this Agreement.

ARTICLE 3.
EARNEST MONEY; INDEPENDENT CONSIDERATION

3.1 Deposit of Earnest Money. Within two (2) business days of execution of this Agreement by Seller and Purchaser, Purchaser shall deposit the Earnest Money with Escrow Agent by wire transfer of immediately available funds. The Earnest Money, and any interest earned thereon, will be fully refundable to Purchaser if this Agreement is terminated during the Inspection Period. The Earnest Money shall be applied to the Purchase Price at Closing. The Earnest Money shall be held and disbursed by the Escrow Agent pursuant to Article 13 of this Agreement.
3.2 Independent Consideration. Concurrently with the execution of this Agreement, Purchaser shall deliver to Seller the sum of One Hundred and 00/100 Dollars ($100.00) ("Independent Consideration") as independent consideration (and not as Earnest Money) for Purchaser's right to review and inspect the Property and to terminate this Agreement during the Inspection Period. The Independent Consideration shall remain the property of Seller in all instances.

ARTICLE 4.
PURCHASE PRICE

4.1 Amount of Purchase Price. The total purchase price to be paid by Purchaser for the Property is the sum of Four Hundred Eighty-Nine Thousand One Hundred Seventeen and 82/100 Dollars ($489,117.82) ("Purchase Price") based on an expected 2.441 acres of land. If the Property contains more or less than 2.441 acres of land as determined by the Survey to be provided pursuant to Section 6.2(b) below, the Purchase Price shall be decreased or increased at the rate of Four and 60/1000 Dollars ($4.60) per square foot of the Total Area within the Property. As used herein, the term "Total Area" means actual gross square feet contained within the perimeter boundaries of the Property as disclosed by the Survey.

4.2 Payment of Purchase Price. The Purchase Price shall be payable at Closing by wire transfer of immediately available funds to an account designated by the Title Company.

ARTICLE 5.
INSPECTIONS/APPROVALS/DECLARATION

5.1 Property Information. Within 15 days following the Effective Date, Seller, to the extent not previously provided and within Seller's possession or control at Seller's offices in El Paso, Texas, will provide to Purchaser with a copy of the following information (the "Property Information") affecting the Property:

(a) any existing environmental report(s) including any Phase I Environmental Assessment, if any;

(b) any existing engineering, geo-technical or wetlands studies, if any; and

(c) except as provided below, a copy of any and all other contracts, documents, studies, and similar information, if any, affecting or pertaining to the Property.

Notwithstanding the foregoing, in no event shall Seller be obligated to make available the following items: (a) any document or correspondence which would be subject to the attorney-client privilege; (b) any document or item which Seller is contractually bound with a third party other than an affiliate, subsidiary, partner or employee of Seller to keep confidential provided that Seller agrees to identify in writing the documents or item covered by such requirement at such time Seller provides to Purchaser the Property Information; (c) any documents pertaining to the marketing of the Property for sale to a prospective Purchaser; (d) any internal memoranda, reports or assessments of Seller or Seller's affiliates relating to Seller's valuation of the Property; (e) documents that are recorded in the Real Property Records of El Paso County, Texas, and (f) appraisals of the Property, whether prepared internally or externally.

Purchaser acknowledges that any and all Property Information supplied or made available by Seller are being delivered to Purchaser on an "as, where is" basis solely as a courtesy and that Seller has not verified the accuracy of any statements or other information contained in such materials, any method
used to compile the Property Information, or the qualifications of the persons preparing the Property Information, if any. Seller makes no representation, express or implied, or arising by operation of law, as to the accuracy or completeness (or any other aspect) of the Property Information.

5.2 Disclosure/Return of Property Information. Purchaser shall provide Seller with a copy of all studies conducted by Purchaser upon the completion of such studies. If the Closing does not occur and this Agreement is terminated, Purchaser will, within 7 days from the date of such termination, return or cause to be returned to Seller all Property Information.

5.3 Inspections in General. Seller grants to Purchaser the right to enter upon the Property pursuant to this Section 5.3. So long as this Agreement remains in force, Purchaser, its agents, and employees, shall have the right to enter upon the Property for the purpose of making inspections at Purchaser's sole risk with inspectors of Purchaser's choice. Purchaser's inspections may include economic feasibility studies, engineering studies including the performance of tests such as soil tests or water sampling, and, subject to Section 5.4 below, additional studies. All of such entries upon the Property shall be at reasonable times during normal business hours. Purchaser shall keep the results of any inspections or tests confidential except for disclosures required or permitted pursuant to Section 2.2 and Section 5.2. All inspection fees, appraisal fees, engineering fees and other costs and expenses of any kind incurred by Purchaser relating to such inspection and its other due diligence shall be at the sole cost and expense of Purchaser. If any inspection or test disturbs the Property, Purchaser will immediately restore the Property to the same condition as existed before the inspection or test. Purchaser shall defend, indemnify and hold Seller, and Seller's members, officers, agents, contractors and employees, harmless from and against any and all losses, costs, damages, claims, or liabilities, including mechanic's and materialmen's liens and attorneys' fees incurred by Seller arising out of or in connection with Purchaser's inspection of the Property (expressly excluding any matters which are merely discovered by reason of Purchaser's inspections). Purchaser shall maintain, or shall require its representatives, agents, consultants and contractors ("Purchaser Representatives") that enter the Property for any purpose, to obtain and maintain during the Inspection Period, primary commercial general liability insurance, ISO 1992 or later, covering all claims for bodily injury, property damage, and contractual liability coverage, in an amount of at least $2,000,000 per occurrence, and automobile liability insurance in an amount not less than $1,000,000 covering all automobile and equipment owned and/or operated by Purchaser or Purchaser Representatives at the Property, with an insurance carrier which is licensed in the State of Texas and is reasonably acceptable to Seller. Insurance certificates naming Seller as an additional named insured must be in the possession of Seller prior to any entry by Purchaser or any Purchaser Representatives onto the Property, and all required coverages must be in full force and effect throughout the Inspection Period. The provisions of this Section 5.3 shall survive the Closing or the earlier termination of this Agreement.

5.4 Environmental Inspections and Release. Subject to Seller's prior written consent, which may be given or withheld by Seller in its sole discretion, Purchaser may obtain any Phase I environmental assessment. Purchaser shall keep the results of any environmental inspection or assessment of the Property confidential except for disclosures required or permitted pursuant to Section 2.3 and Section 5.2.

5.5 Termination During Inspection Period. If Purchaser determines before the expiration of the Inspection Period not to proceed with the purchase of the Property for any reason or no reason in its sole discretion, then Purchaser shall have the right to terminate this Agreement by giving to the Seller written notice of termination ("Termination Notice") on or before 5:00 p.m., Mountain Time, on or before the last day of the expiration of the Inspection Period, and (a) the Earnest Money, and all interest earned thereon, shall be refunded to Purchaser immediately following Seller's receipt of the Termination Notice and (b) subject to any provisions of this Agreement which expressly survive the termination of this Agreement, all further rights and obligations of the parties under this Agreement shall terminate. If,
before the expiration of the Inspection Period, Purchaser desires to proceed with the transaction contemplated therein, Purchaser may deliver written notice to Seller on or before the expiration date of the Inspection Period indicating its intent to proceed to closing and, except for a default by Seller under this Agreement or as provided in Article 9, waiving all contingencies (the “Waiver Notice”). If Purchaser gives the Waiver Notice to the Seller, the Inspection Period will be deemed to have expired and Purchaser shall be deemed to have waived its rights to terminate this Agreement and its right to a refund of the Earnest Money in all events except for a default by Seller under this Agreement or if Purchaser exercises its right to terminate as provided in Article 9. If Purchaser fails to provide the Waiver Notice or give a Termination Notice to Seller prior to expiration of the Inspection Period, then upon the expiration of the Inspection Period, Purchaser shall be deemed to have waived its rights to terminate this Agreement and its right to a refund of the Earnest Money in all events except for a default by Seller under this Agreement or if Purchaser exercises its right to terminate as provided in Article 9.

5.6 Intentionally omitted.

5.7 Approvals. The sale and purchase of the Property shall be expressly subject to and conditioned upon receipt of written evidence of all of the following approvals (the “Approvals”), which shall be obtained through Purchaser’s due diligence during the Inspection Period. Purchaser shall notify Seller within 3 days after Purchaser has obtained each of such Approvals:

(a) approval from the City of any building permits, rezoning or subdivision plat applications necessary for Purchaser’s Intended Use;

(b) receipt by Purchaser of a Community Support Resolution from the City for Purchaser’s Intended Use; and

(c) approval of Purchaser’s Intended Use of the Property as a senior living facility and award of tax credit from the Texas Department of Housing and Community Affairs.

Seller agrees to reasonably cooperate with respect to obtaining the Approvals but notwithstanding the foregoing Seller shall not be required to incur any cost in connection with any application for or process to obtain any Approval or to approve any final Entitlement including any rezoning of the Property or the filing of any subdivision plat.

5.8 Declaration. Notwithstanding any other provisions of this Agreement, Purchaser acknowledges that Seller intends to record a declaration (the “Declaration”) against the Property prior to Closing. The Declaration will be drafted by Seller and a copy thereof provided to Purchaser at least 30 days prior to expiration of the Inspection Period and the form of the Declaration approved by Seller at the expiration of the Inspection Period (the “Final Declaration”) will be recorded at or prior to Closing as provided below. The Final Declaration will set forth architectural standards that will specify and control the requirements for the design and construction of all improvements, including the design, location, building materials and landscaping, and a requirement that the owner of the Property obtain written approval of its plans for the construction of any improvements (“Improvements”) prior to the construction of such Improvements to assure conformity to the architectural standards set forth in the Final Declaration. The foregoing provisions are not exhaustive and other restrictions may be identified during the Inspection Period. Seller and Purchaser will negotiate and agree on all final provisions of the Final Declaration on or before the expiration of Inspection Period and such final provisions shall be covenants running with the land and will be set forth in the Final Declaration recorded at or prior to Closing in a form acceptable to Seller. Purchaser acknowledges that the Property will be conveyed to Purchaser subject to the Final Declaration.
ARTICLE 6.
TITLE; SURVEY

6.1 Status of Title. Subject to the terms and provisions of this Agreement, Purchaser shall accept the Property subject to the following (collectively, the "Permitted Exceptions"): 

(a) Non-Objectionable Encumbrances (as defined below) and any encumbrances or other title exceptions approved, deemed approved or waived by Purchaser as provided in this Article;

(b) real property ad valorem taxes which are a lien but not yet delinquent; and

(c) the standard printed exclusions and exceptions contained in the most current form of Title Commitment promulgated by the Texas Department of Insurance.

6.2 Title/Survey Review and Cure.

(a) Title Commitment. Within 15 days following the Effective Date, Seller, at its expense, will deliver, or cause to be delivered, to Purchaser (1) a Commitment with respect to the Property (the "Title Commitment"), for the issuance of an owner's policy of title insurance (the "Owner's Policy") by the Title Company, in the full amount of the Purchase Price, naming Purchaser as the insured, subject only to Permitted Exceptions, and (2) to the extent available, complete, legible copies of all exception instruments listed in the Title Commitment (the "Exception Instruments"). The Title Commitment shall show the status of title and all matters of record relating to or affecting the Property. Purchaser shall, at its cost, obtain all endorsements to the Owner's Policy as may be required by Purchaser (collectively, the "Title Endorsements").

(b) Survey; Adjustment of Purchase Price. Within 30 days following the Effective Period, Seller shall deliver to Purchaser a copy of any existing survey of the Property in Seller's possession. Prior to the expiration of the Inspection Period, Purchaser, at its cost, shall either (i) update such existing survey or (ii) obtain a new ALTA/ACSM Land Title survey showing all improvements, easements and other matters of record affecting the Property (the "Survey"). Any updated or new Survey shall be in form and substance acceptable to Seller, Purchaser and the Title Company. The Survey shall show the number of acres contained in the Property to the nearest one thousandth (1/1000th) of an acre. The Purchase Price shall be adjusted to reflect $4.60 multiplied by the actual gross square feet contained within the Property as disclosed by the Survey, and the description of the Property in the Deed from Seller to Purchaser shall be the description (gross square feet) of the Property set forth in the Survey. The final Survey description will be subject to the approval of Purchaser and Seller, not to be unreasonably withheld or delayed, provided that the final description substantially conforms to the drawing attached as Exhibit A.

(c) Review of Title and Survey. Within 45 days following Purchaser's receipt of the Title Commitment, the Survey, and a copy of all Exception Instruments, but in any event prior to the expiration of the Inspection Period (the "Objection Period"), Purchaser, or Purchaser's attorneys, shall deliver to the Seller, and/or Seller's attorneys, written notice of Purchaser's objections (the "Title Objections"), if any, to any survey matters, and to any liens, encumbrances or other title exceptions revealed by the Title Commitment. If Purchaser, or Purchaser's attorneys, does not deliver any such objection notice within the Objection Period, Purchaser shall be deemed to have waived its right to object to any liens, encumbrances or other title exceptions appearing on the Title Commitment or any and all matters that would be disclosed by the Survey (and the same shall not constitute Title Objections and shall be deemed Permitted Exceptions); provided, however, Purchaser shall have the right to object by delivery of written notice to the Seller and Seller's attorneys, on or prior to 5 days after receipt of notice of
a new exception or encumbrance reflected by an updated Title Commitment (which is not otherwise a Permitted Encumbrance and which was not revealed by the initial Title Commitment). Notwithstanding the foregoing, Purchaser shall not be entitled to object to any liens, encumbrances or other title exceptions (and the same shall not constitute Title Objections but shall be deemed Permitted Exceptions) which will be extinguished upon the transfer of the Property to Purchaser or that arise out of the Purchaser’s activities (collectively, the “Non-Objectionable Encumbrances”).

Except as set forth in Section 6.2(d) below, it is expressly understood that in no event shall Seller be obligated or required to bring any action or institute any proceeding, or to otherwise incur any costs or expenses in order to attempt to eliminate any Title Objections or to otherwise cause title in the Property to be in accordance with the terms of this Agreement on the Closing Date. Seller may, but will have no obligation, to cure any Title Objections within 15 days following Seller’s receipt of Purchaser’s Title Objections (the “Title Objection Cure Period”). If Seller shall fail to cure all of such Title Objections within the Title Objection Cure Period, or if Seller shall notify Purchaser that Seller is unable or unwilling to cure all of such Title Objection(s) (“Seller’s Response Notice”) at any time prior to the Title Objection Cure Period, Purchaser may either terminate this Agreement by written notice given to Seller to that effect at any time prior to the expiration of the Inspection Period or proceed to Closing and accept title to the Property subject to such Title Objection(s) remaining unsecured by Seller, without any reduction of the Purchase Price or any liability or obligation on the part of Seller by reason of such Title Objection(s), and such waived Title Objection(s) shall be deemed a Permitted Encumbrance(s).

(d) Monetary Liens. Notwithstanding the foregoing, Seller shall be obligated to (i) remove all liens or mortgages which affect the Property (excluding liens for taxes that are not delinquent), and (ii) remove or bond over to the satisfaction of the Title Company all mechanics’ liens and all judgment liens, if any, affecting the Property, which were voluntarily caused or created by Seller (collectively, “Monetary Liens”).

ARTICLE 7.
CLOSING

7.1 Closing. Subject to Purchaser’s right to extend the Closing Date as provided in this section, Closing shall take place at 10:00 a.m., Mountain Time, at the Title Company (i) on or before 90 days immediately following the expiration of the Inspection Period or (ii) such other date on which Seller and Purchaser may mutually agree (as may be extended, the “Closing Date”), via escrow funds and fully executed documents. The Closing shall occur through the Title Company on terms acceptable to the parties and customary for similar closings in El Paso. It is agreed that neither Purchaser nor Seller, nor their respective counsel, need be physically present at the Closing so long as (i) all documents described in Article 7, or elsewhere herein that are required to be delivered at Closing are fully executed, delivered in escrow, and available on the Closing Date; (ii) any authorized signatory of an affected party is available either in person or by telephone and facsimile at Closing; and (iii) all necessary Closing funds have been wire transferred to the Title Company on or prior to Closing.

Provided that no default by Purchaser has occurred and is continuing, Purchaser, in its discretion, may extend the Closing Date for up to 60 days by giving Seller written notice (“Notice to Extend”) to that effect on or before 10 days prior to the initial Closing Date.

7.2 Obligations of Seller at Closing. On the Closing Date, Seller shall perform, or cause to be performed, the following, subject to satisfaction of all terms and conditions of this Agreement:

(a) Seller shall execute and record the Final Declaration if not previously recorded.
(b) Seller shall execute and deliver to Purchaser a special warranty deed (the "Deed"), in substantially the form appended hereto as Exhibit B, conveying good and indefeasible fee simple title to the Property to Purchaser subject only to Permitted Exceptions as reservations from and exceptions to conveyance and warranty.

(c) Seller shall cause the Owner's Policy to be issued (or provide an irrevocable commitment by the Title Company to issue the Owner's Policy) pursuant to the Title Commitment (exclusive of any Title Endorsements requested by Purchaser) and the Property to be released from any Monetary Liens such that the Owner's Policy will be issued without exception to Monetary Lien.

(d) Seller shall deliver to Purchaser a limited liability company consent or action, as the case may be, of the Seller as necessary and appropriate to validly consummate the sale, in form and substance reasonably satisfactory to Seller, Purchaser's counsel and the Title Company.

(c) Seller shall deliver exclusive possession of the Property to Purchaser free and clear of the rights or claims of possession of all parties, including all parties to any leases, occupancy agreements or service contracts, other than Permitted Exceptions.

(f) Seller shall execute and deliver to the Title Company and Purchaser an affidavit (in the form appended hereto as Exhibit C) from Seller and any other parties required pursuant to Section 1445 of the Internal Revenue Code and/or regulations relating thereto stating, under the penalty of perjury, (1) that neither Seller nor any other party so swearing is a foreign person, (2) the U.S. Taxpayer identification number of Seller and such other parties, if any, and (3) such other information as may be required by regulations enacted by the U.S. Department of the Treasury in connection with Section 1445 of the Internal Revenue Code. An executed counterpart of this affidavit will be furnished to the Internal Revenue Service and Purchaser at Closing.

(g) Seller shall provide the Title Company with an executed closing statement approved by Seller as consistent with this Agreement.

(h) Seller shall execute and deliver to the Title Company all other documentation in form and substance satisfactory to Seller, as may be reasonably required to carry out the terms, conditions and intent of this Agreement.

(i) Concurrently with Seller's delivery at the Closing of the Deed, affidavits, and other documents described above, Seller shall perform its respective obligations hereunder to the extent not previously performed.

7.3 Obligations of Purchaser at Closing. On the Closing Date, Purchaser shall perform, or cause to be performed, the following, subject to satisfaction of all terms and conditions of this Agreement:

(j) Purchaser shall effect a wire transfer of federal funds, payable to the order of the Title Company as escrow agent in the amount of the Purchase Price, less the Earnest Money being held by the Title Company pursuant to this Agreement, as provided in Section 3.1.

(k) Purchaser shall provide the Title Company with an executed closing statement approved by Purchaser as consistent with this Agreement.

(l) Purchaser shall execute and deliver to the Title Company all other documentation in form and substance satisfactory to Purchaser, as may be reasonably required to carry out the terms, conditions and intent of this Agreement.
Concurrently with Purchaser’s execution of the documents described above, Purchaser shall perform its respective obligations hereunder to the extent not previously performed.

7.4 Costs and Adjustments. Closing costs and adjustments shall be allocated and paid by the parties as follows:

(a) Title Commitment including any related title search or examination fees and the cost of tax certificates from taxing authorities — Seller.

(b) Owner’s Policy:

(i) Basic premium — Seller.
(ii) All Title Endorsements — Purchaser.

(c) Survey — Purchaser.

(d) Recording charges for instruments to remove encumbrances that Seller is obligated to remove shall be paid by Seller and all other recording charges shall be paid by Purchaser.

(e) All costs, fees, charges associated with the financing, if any, originated and/or required by Purchaser — Purchaser.

(f) Appraisals, engineering studies, environmental inspections and any other inspections and tests desired by Purchaser — Purchaser.

(g) Other - The escrow and closing fees of the Escrow Agent and Title Company shall be shared equally by Purchaser and Seller. Each party shall pay its own attorneys’ fees. All other costs shall be borne as set forth herein, and if not so set forth then according to local custom.

(h) Assessments - All unpaid assessments affecting the Property as of the Closing Date shall be paid by Seller as well as any and all installments due on any such assessments which are payable at or prior to Closing, unless the assessment lien is the result of acts by Purchaser or its agents, in which instance it shall be payable by Purchaser at Closing. Pending assessment liens as of the Closing Date as well as any and all installments due on any assessments certified, confirmed and ratified prior to Closing but payable after Closing shall be assumed by Purchaser. This provision shall survive Closing.

(i) All ad valorem property taxes affecting the Property for the calendar year of the Closing shall be prorated between Purchaser and Seller as of the Closing Date, Seller being charged and credited for the same up to the Closing Date and Purchaser being charged and credited for the same on and after the Closing Date. Seller shall pay any taxes and subsequent assessments, if any, for prior years due to changes in land usage caused by Seller. In the event that the bill for ad valorem taxes is not available at the time of the Closing, the proration shall be based upon either the tax bill for the immediately preceding year or the current tax rates and assessments, if available. In the event that upon the availability of tax information for the calendar year of the Closing this proration has resulted in a malapportionment of ad valorem taxes, Seller and Purchaser agree to make an adjustment between themselves with any deficiency being paid on demand by the other party. Seller shall be obligated to pay any additional ad valorem taxes applicable to the Property, if any, prorated for the period of time prior to the Closing Date but which is invoiced after the Closing Date. This provision shall survive Closing.
7.5 Tax Deferred Exchange. Each party acknowledges that the other party may effect the sale of the Property pursuant to the applicable provisions of Section 1031 of the Internal Revenue Code of 1986, as amended. Each party agrees that the other may effect such sale of the Property through a Section 1031 “Qualified Intermediary” in order to complete a tax deferred exchange, and that such party may assign and transfer its rights and obligations under this Agreement to such Qualified Intermediary for such purpose. Each party agrees to reasonably cooperate with the other party and/or its Qualified Intermediary in the sale or purchase of the Property pursuant to this Agreement, provided (a) the party which does not request an exchange shall not be obligated to incur any cost, expense, or liability whatsoever, (b) the Closing shall not be extended or delayed by reason of such exchange, and (c) the party which does not request an exchange shall incur no personal liability under any document or agreement required in connection with such exchange. A party’s ability to consummate an exchange shall not be a condition to the obligations of such party under this Agreement, and the party which does not request an exchange does not warrant and shall not be responsible for any of the tax consequences to other party with respect to the transactions contemplated hereunder.

ARTICLE 8.
CONDEMNATION AND HAZARDOUS WASTE

8.1 Condemnation. If, prior to the Closing, any portion of the Property becomes subject to a bona fide threat of condemnation by a body having the power of eminent domain or condemnation, or sale in lieu thereof, Purchaser shall have the right, by giving Seller notice within 10 days after receipt of notice from Seller of such occurrence (with the Closing Date to be postponed, if necessary, to give both parties the benefit of the full 10 day period) to elect to: (i) terminate this Agreement, and both parties shall be relieved and released of and from any and all further liability hereunder (other than any liability or indemnity that by the express terms hereof survives any termination of this Agreement), and the Earnest Money shall be returned to Purchaser or (ii) close the sale contemplated herein. If Purchaser elects not to terminate, this Agreement shall remain in full force and effect and the purchase contemplated herein, less any property taken by eminent domain, condemnation, or under threat of being so taken, shall be effected without reduction in the Purchase Price, and Seller shall, at the Closing, assign, transfer and set over to Purchaser all of Seller’s right, title and interest in and to any awards paid or payable for such taking. The terms of this Section 8.1 will survive termination of this Agreement.

8.2 Hazardous Substances. If prior to the Closing, Seller shall receive notice or learn of any contemplated or threatened action or investigation regarding any of the matters set forth in Section 9.1(h) hereof, or in the event that either Seller or Purchaser shall become aware of any past or present matters which may cause any of the representations or warranties set forth in Section 9.1(h) hereof to be or become false, inaccurate or misleading, Purchaser shall have the right, by giving the Seller notice within 10 days after receipt of notice from Seller detailing such contemplated or threatened action or investigation or such past or present matter (with the applicable Closing Date to be postponed, if necessary, to give both parties the benefit of the full 10 day period) to elect to: (i) terminate this Agreement and both parties shall be relieved and released of and from any and all further liability hereunder (other than any liability or indemnity that by the express terms hereof survives any termination of this Agreement), and the Earnest Money shall be returned to Purchaser or (ii) close the sale contemplated herein. If Purchaser elects not to terminate, this Agreement shall remain in full force and effect according to its terms and provisions.

8.3 Notice of Condemnation or Hazardous Substances. Seller shall notify Purchaser in writing within 3 days following the date when Seller receives written notice or learns of (a) the occurrence or existence of any condemnation or threat of condemnation affecting the Property, (b) any contemplated or threatened action or investigation concerning matters set forth in Section 9.1(h), any past or present matters which may cause any of the representations or warranties set forth in Section 9.1(h) to
be or become false, inaccurate or misleading (whether or not Seller had knowledge thereof), and provide to Purchaser any information as is in Seller's possession in order to aid Purchaser in making, on an informed basis, the election between the alternatives provided by clauses (i) and (ii) in Section 9.1 and Section 8.2 above. Notwithstanding anything in this Agreement to the contrary, Purchaser shall have at least 10 days after it receives such information from Seller within which to elect between such alternatives, with the applicable Closing Date to be postponed, if necessary, to give Purchaser the benefit of the full 10 day period.

ARTICLE 9.
REPRESENTATIONS AND WARRANTIES

9.1 Seller's Representations and Warranties regarding Seller and Property. Seller represents and warrants to Purchaser as of the date of this Agreement and as of the Closing Date as follows (the "Seller's Representations":

(a) Organization and Authority. Seller has been duly organized and validly exists as a limited liability company in good standing in the State of Delaware. Seller has the full right and authority and has obtained any and all consents required to enter into this Agreement and to consummate or cause to be consummated the transactions contemplated hereby. This Agreement has been, and all of the documents to be delivered by Seller at the Closing will be, authorized and properly executed and constitute, or will constitute, as appropriate, the valid and binding obligation of Seller, enforceable in accordance with their terms subject to rules of law and principles of equity generally applicable to the enforceability of legal obligations including bankruptcy, reorganization and other debtor relief laws.

(b) Conflicts and Pending Action. There is no agreement to which Seller is a party or to the best of Seller's knowledge binding on Seller which is in conflict with this Agreement. There is no action or proceeding pending or, to Seller's knowledge, threatened, against the Property, including a court of law or written notice of condemnation proceedings against the Seller which challenges or impairs Seller's ability to execute or perform its obligations under this Agreement.

(c) Non Foreign Person. Seller is not a "foreign person" within the meaning of Sections 1445(f)(3) and 7701(a)(30) of the Internal Revenue Code and Seller will furnish to Purchaser, prior to Closing, an affidavit in form reasonably satisfactory to Purchaser confirming the same.

(d) Assessments. Seller has received no written notice of any assessments for public improvements made against the Property which are unpaid, including without limitation, those for construction of sewer and water lines, streets, sidewalks and curbs, and Seller has not received any notice of any possible future improvements that might create an assessment against any part of the Property.

(e) Violations. To Seller's Knowledge, Seller has not received any written notice, addressed specifically to Seller and sent by any governmental authority or agency having jurisdiction over the Property, that the Property or its use is in material violation of any law, ordinance or regulation, including any applicable Environmental Laws.

(f) Agreements. No person, firm or entity, except as set forth herein, has any rights in or to acquire the Property or any part thereof. To Seller's knowledge, there is no agreement granting a third party a purchase option or right to acquire the Property, except any agreements that are shown of record. The Property is not subject to any leases or to the claims of any tenants in possession.

(g) OFAC Compliance. Seller is currently in compliance with and shall at all times during the term of this Agreement remain in compliance with the regulations of the Office of Foreign
Assets Control ("OFAC") of the Department of the Treasury (including those named on OFAC’s Specially Designated and Blocked Persons List) and any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action relating thereto.

All of the representations and warranties contained in Section 9.1 shall be true and correct in all material respects as of the Closing and shall survive the Closing for a period of 6 months after the Closing Date.

9.2 Seller’s Knowledge. For purposes of this Agreement, the term “Seller’s Knowledge” or like terms shall not include any knowledge imputed to Seller and shall mean only the current, actual knowledge of Gary Sapp ("Seller’s Representative"), without duty or inquiry or investigation and in his representative capacity only. Seller’s Representative will not have personal liability with respect to the Seller’s Representations.

9.3 Update of Representations and Warranties by Seller. Seller’s representations and warranties concerning the Property (collectively, the “Property Representations”) are qualified by any knowledge obtained by Purchaser by the expiration of the Inspection Period, and in the event Purchaser’s election to proceed with the purchase of the Property pursuant to Section 5.5 above, then Purchaser shall be deemed to have accepted such qualification, and the Property Representations will automatically be made subject thereto without any adjustment to the Purchase Price. Seller may further qualify the Property Representations by notice, specifying with reasonable particularity the facts and circumstances known to Seller that make the applicable Property Representation false, misleading or inaccurate, delivered to Purchaser before the Closing Date. If Seller delivers a Property Representation notice or if after the expiration of the Inspection Period Purchaser obtains knowledge of any facts or circumstances that makes any Property Representation false, misleading or inaccurate (herein collectively referred to as “Exception Matters”) within less than 3 business days before the Closing, then Purchaser may by notice to Seller extend the Closing Date to that day which is 3 business days after the date of receipt of the Property Representation notice or after obtaining knowledge of such Exception Matters. If any Exception Matters reflects a material adverse change in the matter covered by the applicable Property Representation, then Purchaser, as its sole remedy, may terminate this Agreement within 3 business days after receipt of such notice, receive a refund of the Earnest Money and neither party shall have any further rights and obligations under this Agreement except for any provisions of this Agreement which expressly survive the termination of this Agreement; provided, that if Purchaser so elects to terminate this Agreement, Seller shall have the right, but not the obligation, to cure such Exception Matters within 30 days (and the Closing shall be delayed to the extent necessary to allow Seller the entire 30 day period within which to effect such cure) and if Seller cures such Exception Matters, then Purchaser’s right to terminate this Agreement as a result of such Exception Matters shall be revoked, null and void and this Agreement shall continue without termination (and, if the Closing Date is extended, Closing shall occur on the date that is 5 days after Seller cures such Exception Matters).

9.4 Purchaser’s Representations. Purchaser hereby represents and warrants to Seller as of the date of this Agreement and as of the Closing Date as follows:

(a) Organization and Authority. Purchaser has been duly organized and validly exists as a limited liability company in good standing in the State of Texas. Purchaser has the full right and authority and has obtained any and all consents required to enter into this Agreement and to consummate or cause to be consummated the transactions contemplated hereby. This Agreement has been, and all of the documents to be delivered by Purchaser at the Closing will be, authorized and properly executed and constitute, or will constitute, as appropriate, the valid and binding obligation of Purchaser, enforceable in accordance with their terms subject to rules of law and principals of equity
generally applicable to the enforceability of legal obligations including bankruptcy, reorganization and other debtor relief laws.

(b) Conflicts and Pending Action. There is no agreement to which Purchaser is a party or to the best of Purchaser's knowledge binding on Purchaser which is in conflict with this Agreement. There is no action or proceeding pending or, to Purchaser's knowledge, threatened, against the Property, including a court of law or written notice of condemnation proceedings against the Purchaser which challenges or impairs Purchaser's ability to execute or perform its obligations under this Agreement.

(c) OFAC Compliance. Purchaser is currently in compliance with and shall at all times during the term of this Agreement remain in compliance with the regulations of the OFAC (including those named on OFAC's Specially Designated and Blocked Persons List) and any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action relating thereto.

9.5 As Is Condition.

(a) PURCHASER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS SET FORTH IN THIS AGREEMENT AND IN THE DEED, SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO: (i) THE VALUE, NATURE, QUALITY OR, EXCEPT AS SPECIFICALLY SET FORTH IN SECTION 9.1 OF THIS AGREEMENT, CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY; (ii) THE INCOME TO BE DERIVED FROM THE PROPERTY; (iii) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH PURCHASER OR ANY TENANT MAY CONDUCT THEREON; (iv) EXCEPT AS OTHERWISE PROVIDED IN SECTION 9.1 OF THIS AGREEMENT, THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (v) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY; (vi) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (vii) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY; (viii) EXCEPT AS OTHERWISE PROVIDED IN SECTION 9.1 OF THIS AGREEMENT, COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING THE EXISTENCE IN OR ON THE PROPERTY OF HAZARDOUS SUBSTANCES; (ix) THE COMPLIANCE WITH ANY SUBDIVISION OR PLANNING REQUIREMENTS IN RELATION TO THE ENTRY INTO THIS AGREEMENT OR THE CONSUMPTION OF THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT; OR (x) EXCEPT AS HEREIN EXPRESSLY SET FORTH OR IN THE DEED, ANY OTHER MATTER WITH RESPECT TO THE PROPERTY. ADDITIONALLY, NO PERSON ACTING ON BEHALF OF SELLER IS AUTHORIZED TO MAKE, AND BY EXECUTION HEREOF PURCHASER ACKNOWLEDGES THAT NO PERSON HAS MADE, ANY REPRESENTATION, AGREEMENT, STATEMENT, WARRANTY (OTHER THAN THE WARRANTY OF TITLE IN THE DEED TO PURCHASER), GUARANTRY OR PROMISE REGARDING THE PROPERTY; AND NO SUCH
REPRESENTATION, WARRANTY, AGREEMENT, GUARANTY, STATEMENT OR PROMISE, IF ANY, MADE BY ANY PERSON ACTING ON BEHALF OF SELLER SHALL BE VALID OR BINDING UPON SELLER UNLESS EXPRESSLY SET FORTH HEREIN. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, PURCHASER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PREPARED BY THIRD PARTIES OTHER THAN AFFILIATES, SUBSIDIARIES, PARTNERS OR EMPLOYEES OF SELLER OR THAT WAS PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS, AS TO THE ACCURACY, TRUTHFULNESS OR COMPLETEENESS OF SUCH INFORMATION. SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENT, REPRESENTATION OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER OR AGENT. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE "AS IS" AND WITH ALL FAULTS. IT IS UNDERSTOOD AND AGREED THAT THE PURCHASE PRICE HAS BEEN ADJUSTED BY PRIOR NEGOTIATION TO REFLECT THAT THE PROPERTY IS SOLD BY SELLER AND PURCHASED BY PURCHASER SUBJECT TO THE FOREGOING.

(b) The provisions of this Article 9 shall survive any termination of this Agreement as well as the Closing.

ARTICLE 10.
DEFAULT AND TERMINATION

10.1 Default by Purchaser. If for any reason other than a default by Seller hereunder Purchaser defaults in its obligations hereunder and such default continues for more than 10 days following Purchaser’s receipt of written notice from Seller specifying such default, then, immediately and without any further notice or cure, Seller, may, in its discretion, as Seller’s sole and exclusive right and remedy, either (i) elect to receive and retain the Earnest Money as liquidated damages and upon receipt of the Earnest Money this Agreement shall terminate and thereafter the parties will have no further rights or obligations under this Agreement or (ii) enforce specific performance under this Agreement and require the Closing to occur under the terms of this Agreement. Notwithstanding anything in this Agreement to the contrary, in the event the Closing and funding do not occur on or before the Closing Date, upon written notice from Seller, Purchaser agrees to withdraw any application for the Entitlements and hereby consents to the withdrawal of such applications by the Seller or its representatives.

The Earnest Money is liquidated damages and recourse to the Earnest Money is Seller’s sole and exclusive remedy for Purchaser’s failure to perform its obligation to purchase the Property or breach of a representation or warranty. Seller expressly waives the remedies of specific performance and additional damages for such default by Purchaser. THE PARTIES HAVE AGREED THAT SELLER’S ACTUAL DAMAGES IN THE EVENT OF A FAILURE TO CONSUMMATE THE SALE DUE TO PURCHASER’S DEFAULT WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO DETERMINE. AFTER NEGOTIATION, THE PARTIES HAVE AGREED THAT, CONSIDERING ALL THE CIRCUMSTANCES EXISTING ON THE DATE OF THIS AGREEMENT, THE AMOUNT OF THE EARNEST MONEY IS A REASONABLE
ESTIMATE OF THE DAMAGES THAT SELLER WOULD INCUR IN THE EVENT OF PURCHASER’S DEFAULT. IN THE EVENT PURCHASER FAILS, WITHOUT LEGAL EXCUSE, TO COMPLETE THE PURCHASE OF THE PROPERTY, THE EARNEST MONEY MADE BY PURCHASER SHALL BE FORFEITED TO SELLER AS LIQUIDATED DAMAGES AND THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO SELLER FOR SUCH FAILURE. BY PLACING THEIR INITIALS BELOW, EACH PARTY SPECIFICALLY CONFIRMS THE ACCURACY OF THE STATEMENTS MADE ABOVE AND THE FACT THAT EACH PARTY WAS REPRESENTED BY COUNSEL WHO EXPLAINED, AT THE TIME THIS AGREEMENT WAS MADE, THE CONSEQUENCES OF THIS LIQUIDATED DAMAGES PROVISION. THIS SECTION 10.1 IS NOT INTENDED TO LIMIT SELLER’S RIGHTS WITH RESPECT TO REPAIR AND INDEMNIFICATION OBLIGATIONS OF PURCHASER UNDER THIS AGREEMENT.

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\text{Seller's Initials}
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\text{Purchaser's Initials}
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10.2 Default by Seller. If the transaction contemplated herein is not consummated because of a default on the part of Seller, and such default continues for more than 10 days following Seller’s receipt of written notice from Purchaser specifying such default, Purchaser may, in its discretion, as Purchaser’s sole and exclusive right and remedy, either (a) terminate this Agreement by written notice given to Seller and receive the Earnest Money from the Escrow Agent upon demand; or (b) enforce specific performance (but not damages) under this Agreement and require the closing to occur under the terms of this Agreement. UNDER NO CIRCUMSTANCES MAY PURCHASER SEEK OR BE ENTITLED TO RECOVER ANY DAMAGES, INCLUDING ACTUAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, SPECULATIVE OR INDIRECT DAMAGES, ALL OF WHICH PURCHASER SPECIFICALLY WAIVES, FROM SELLER FOR ANY BREACH BY SELLER, OF ITS REPRESENTATIONS, WARRANTIES OR COVENANTS OR ITS OBLIGATIONS UNDER THIS AGREEMENT.

Notwithstanding anything herein the contrary, Seller shall not be required in connection with any specific performance action to (a) rezone or change the condition of the Property; (b) expend any money, post a bond, issue an indemnity or commence litigation to remove any title encumbrance or defect or to correct any matters shown on any survey of the Property, provided, however, the Property shall be conveyed by Seller free and clear of all Monetary Liens, or (c) secure any permit, approval or consent with respect to the Property or Seller’s conveyance of the Property. In the event Purchaser chooses to exercise its rights to specific performance, Purchaser must provide Seller written notice of its intent to pursue specific performance within 120 days after the scheduled Closing Date under this Agreement (the “SP Notice”) and thereafter file suit to pursue specific performance within 90 days after delivery of the SP Notice. Failure by Purchaser to deliver the notices and file suit as provided above will be deemed an election to waive Purchaser’s rights to specific performance.

10.3 Effect of Termination. Upon termination of this Agreement under this Article 10 or pursuant to any other provision of this Agreement, no party thereafter shall have any further obligations to the other hereunder except for the payment of any sums upon termination as provided in this Article 10 and except for any covenants and obligations which expressly survive such termination.
ARTICLE 11.
BROKERAGE

11.1 Brokers. Each of the Parties represents and warrants that they have not employed, retained or otherwise engaged or utilized any broker or finder in connection with any of the transactions contemplated by this Agreement and no other broker or person is entitled to any commission or finder's fees in connection with any of these transactions. The Parties each agree to indemnify and hold harmless one another against any loss, liability, damage, cost, claim or expense incurred by reason of any brokerage commission or finder's fee alleged to be payable because of any indemnifying Party having dealt with any other broker.

ARTICLE 12.
EARNEST MONEY PROVISIONS

12.1 Investment and Use of Funds. The Escrow Agent shall invest any undistributed Earnest Money in government insured interest-bearing accounts reasonably selected by the Escrow Agent, shall not commingle the Earnest Money with any funds of the Escrow Agent or others, and shall promptly provide Purchaser and Seller with confirmation of the investments made. Upon expiration of the Inspection Period, and if Purchaser has not exercised any right to termination provided to Purchaser pursuant to the express terms of this Agreement, the Earnest Money shall be non-refundable to Purchaser and shall be retained by Seller in all events except for a default by Seller under this Agreement or if Purchaser exercises its right to terminate as provided in Section 5.5 or Section 6.2(a) or Article 9. If the Closing under this Agreement occurs, the Escrow Agent shall apply the Earnest Money against the Purchase Price due Seller at Closing. Interest earned on the Earnest Money shall become part of the Earnest Money and shall accrue for the benefit of the party ultimately receiving the Earnest Money and the party receiving the Earnest Money. If the Escrow Agent requires a W-9 in connection with its investment of the Earnest Money, Purchaser shall provide the Escrow Agent a W-9 within 3 days following a request for the same.

12.2 Interpleader. Seller and Purchaser mutually agree that in the event of any controversy regarding the Earnest Money unless mutual written instructions are received by the Escrow Agent directing the disposition of the Earnest Money, the Escrow Agent shall not take any action, but instead shall await the disposition of any proceeding relating to the Earnest Money or, at the Escrow Agent's option, the Escrow Agent may interplead all parties and deposit the Earnest Money into the registry of a District Court of El Paso County, Texas, in which event the Escrow Agent may recover all of its court costs and reasonable and actual attorneys' fees. Seller or Purchaser, whichever loses in any such interpleader action, shall be solely obligated to pay such costs and fees of the Escrow Agent, as well as the reasonable and actual attorneys' fees of the prevailing party in accordance with the other provisions of this Agreement.

12.3 Liability of Escrow Agent. The parties acknowledge that the Escrow Agent is acting solely as a stakeholder at their request and for their convenience, that the Escrow Agent shall not be deemed to be the agent of either of the parties, and that the Escrow Agent shall not be liable to either of the parties with respect to the Earnest Money for any action or omission on its part taken or made in good faith, and not in disregard of this Agreement, but shall be liable for its negligent acts and for any loss, cost or expense incurred by Seller or Purchaser resulting from the Escrow Agent's mistake of law respecting the Escrow Agent's scope or nature of its duties. Seller and Purchaser shall jointly and severally indemnify and hold the Escrow Agent harmless from and against all costs, claims and expenses, including reasonable and actual attorneys' fees, incurred in connection with the performance of the Escrow Agent's duties hereunder, except with respect to actions or omissions taken or made by the Escrow Agent in bad
faith, in disregard of this Agreement or involving negligence or willful misconduct on the part of the Escrow Agent.

ARTICLE 13. 
MISCELLANEOUS

13.1 Parties Bound / Assignment. Purchaser may assign this Agreement without the prior written consent of Seller to an entity controlled or related to Purchaser, provided, however, no such assignment shall discharge or release the assigning party from any obligation or liability hereunder, whether arising before or after such assignment. All other assignments may be made only with the prior written consent of Seller. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties.

13.2 Headings. The article and section headings of this Agreement are for convenience only and in no way limit or enlarge the scope or meaning of the language hereof.

13.3 Invalidity and Waiver. If any portion of this Agreement is held invalid or inoperative, then so far as is reasonable and possible the remainder of this Agreement shall be deemed valid and operative, and effect shall be given to the intent manifested by the portion held invalid or inoperative. The failure by either party to enforce against the other any term or provision of this Agreement shall not be deemed to be a waiver of such party’s right to enforce against the other party the same or any other such term or provision in the future.

13.4 Governing Law. THIS AGREEMENT SHALL BE DEEMED TO BE A CONTRACT MADE UNDER AND GOVERNED BY THE LAWS OF THE STATE OF TEXAS WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION OR RULE. EVERY PROVISION OF THIS AGREEMENT IS INTENDED TO BE SEVERABLE. This Agreement shall, in all respects, be governed, construed, applied, and enforced in accordance with the law of the State of Texas.

13.5 Survival. Unless otherwise expressly stated in this Agreement, none of the covenants, obligations, representations and agreements contained in this Agreement shall survive the Closing and the execution and delivery of the Deed required hereunder.

13.6 No Third Party Beneficiary. Except as otherwise expressly provided herein, this Agreement is not intended to give or confer any benefits, rights, privileges, claims, actions, or remedies to any person or entity as a third party beneficiary or otherwise.

13.7 Entirety and Amendments. This Agreement embodies the entire agreement between the parties and supersedes all prior agreements and understandings relating to the Property. This Agreement may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought.

13.8 Time. Time is of the essence of this Agreement.

13.9 Attorneys’ Fees. Should either party employ attorneys to enforce any of the provisions hereof, the party against whom any final judgment is entered agrees to pay the prevailing party all reasonable costs, charges, and expenses, including reasonable and actual attorneys’ fees, expended or incurred in connection therewith.

13.10 Notices. All notices required or permitted hereunder shall be in writing and shall be served on the parties at the addresses set forth below. Any such notices shall be either (a) sent by
expedited, prepaid overnight delivery using a nationally recognized overnight courier, in which case notice shall be deemed delivered one business day after deposit with such courier, (b) sent by facsimile, upon telephoning the recipient that a facsimile notice is forthcoming, and with written confirmation by a nationally recognized overnight courier sent the same day as the facsimile, in which case notice shall be deemed delivered upon receipt of a machine-generated confirmation of successful transmission of such facsimile notice, or (c) sent by personal delivery, in which case notice shall be deemed delivered upon receipt. Any notice sent by facsimile or personal delivery and delivered after 5:00 p.m., Mountain Time, shall be deemed received on the next business day. A party's address may be changed by written notice to the other party; provided, however, that no notice of a change of address or facsimile number shall be effective until actual receipt of such notice. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of such notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice.

Seller:       Hunt Metro 31, LLC
             4401 N. Mesa Street
             El Paso, Texas 79902-1107
             Attention: Gary Sapp
             Telephone: 915.533.1122
             Facsimile: 915.533.1172

With a copy to:   Mike Ainsa
              Ainsa Hutson, LLP
              5809 Acacia Circle
              El Paso, Texas 79912
              Telephone: 915.845.1045
              Facsimile: 915.845.7800

Purchaser:     Metro 31 Senior Community, Ltd.
               7400 Viscott Blvd., Suite 109
               El Paso, Texas 79925-4800
               Telephone: 915.599.1245
               Facsimile: 915.594.0434

With a copy to:   ______________________
               ______________________
               ______________________

              Telephone:               Facsimile:               

Escrow Agent:  WestStar Title
               641 N. Stanton
               El Paso, Texas 79901
               Attention: Janette Coon
               Telephone: 915.849.5527
               Facsimile: 915.206.6550

13.11 Construction. The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are
to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

13.12 Date of Performance. The expiration of any period of time prescribed in this Agreement shall occur at 5:00 p.m., Mountain Time, of the last day of the period. Should any period of time specified herein end on a Saturday, Sunday or legal holiday, the period of time shall automatically be extended to 5:00 p.m., Mountain Time, of the next full business day.

13.13 Procedure for Indemnity. The following provisions govern actions for indemnity under this Agreement. Promptly after receipt by an indemnitee of notice of any claim, such indemnitee will, if a claim in respect thereof is to be made against the indemnitor, deliver to the indemnitor written notice thereof and the indemnitor shall have the right to participate in such proceeding and, if the indemnitor agrees in writing that it will be responsible for any costs, expenses, judgments, damages, and losses incurred by the indemnitee with respect to such claim, to assume the defense thereof, with counsel mutually satisfactory to the parties; provided, however, that an indemnitee shall have the right to retain its own counsel, with the fees and expenses to be paid by the indemnitor, if the indemnitee reasonably believes that representation of such indemnitee by the counsel retained by the indemnitor would be inappropriate due to actual or potential differing interests between such indemnitee and any other party represented by such counsel in such proceeding. The failure of indemnitee to deliver written notice to the indemnitor within a reasonable time after indemnitee receives notice of any such claim shall relieve such indemnitor of any liability to the indemnitee under this indemnity only if and to the extent that such failure is prejudicial to its ability to defend such action, and the omission so to deliver written notice to the indemnitor will not relieve it of any other liability that it may have to any indemnitee. If an indemnitee settles a claim without the prior written consent of the indemnitor, then the indemnitor shall be released from liability with respect to such claim unless the indemnitor has unreasonably withheld such consent.

13.14 Recording. Neither this Agreement, nor any memorandum or evidence hereof shall be recorded in any public records without the prior written consent of Seller and upon any such recording in the absence of such consent shall constitute a breach of this Agreement by the party requesting or effecting such recording.

13.15 Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Agreement. To facilitate execution of this Agreement, the parties may execute and exchange by electronic or facsimile counterparts of the signature pages and such signatures shall be deemed original signatures for all purposes.

[Signatures Begin on Following Page]
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written below, to be effective on the Effective Date.

SELLER

HUNT METRO 31, LLC, a Delaware limited liability company

By: Hunt ELP, Ltd, Its Sole Member

By: __________________________________________________________________________
Name: Gary Sapp
Title: Executive Vice President

January 5, 2018

PURCHASER

METRO 31 SENIOR COMMUNITY, LTD., a Texas limited partnership

By: Investment Builders, Inc.

____________________________________________________________
Its General Partner

By: __________________________________________________________________________
Name: Ike J. Monty
Title: President

January 5, 2018

[Signatures Continue on Following Page]
Escrow Agent has executed this Agreement in order to confirm that the Escrow Agent shall hold the Earnest Money, and the interest earned thereon, in escrow, and shall disburse such amounts pursuant to the provisions of this Agreement.

**ESCROW AGENT**

**WESTSTAR TITLE**

By: [Signature]
Name: [Name]
Title: [Title]

[Date], 2018 (the “Effective Date”)
Receipt of Deposit

File Number: 180035-COM
Receipt Number: 13737
Type Of Funds: Check
Reference Number: 56656
Bank: WestStar Bank

Date: 1/8/2018
Payor: Investment Builders, Inc
Property: NORTHGATE REPLAT C, Lot 7, Block 6, El Paso County, TX
Amount: $2,500.00
Description: Earnest Money

Received By: Patricia Salazar

Receive's Signature:

Company: WestStar Title, LLC
641 N. Stanton
El Paso, TX 79901

Check Image: [Image of Check]

Pay to the Order of WestStar Title $2,500.00

Two Thousand Five Hundred and 00/100

Dollars

Memo: Earnest Money

Signature: [Signature]

1/8/2018 11:23:56 AM
Exhibit B

Deed

SPECIAL WARRANTY DEED

AFTER RECORDING RETURN TO:

Investment Builders, Inc.
7400 Viscount Blvd., Suite 109
El Paso, Texas 79925-4800
Attention: Ike J. Monty

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

Effective Date: ________________, 201_

Grantor: HUNT METRO 31, LLC,
a Delaware limited liability company

Grantor's Mailing Address: 4401 N. Mesa Street
El Paso, El Paso County, Texas 79902-1107

Grantee: INVESTMENT BUILDERS, INC.,
a Texas corporation

Grantee's Mailing Address: 7400 Viscount Blvd., Suite 109
El Paso, El Paso County, Texas 79925-4800

Consideration: Ten and 00/100 Dollars ($10.00), and other valuable consideration, receipt of which is hereby acknowledged.

Property (including any improvements):

Reservations from Conveyance: Those set forth in Exhibit A appended hereto and made a part hereof.
Exceptions to Conveyance and Warranty: Those set forth in Exhibit A appended hereto and made a part hereof.

GRANT AND CONVEYANCE:

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Exceptions to Conveyance and Warranty, when the claim is by, through or under Grantor but not otherwise.

When the context requires, singular nouns and pronouns include the plural.

HUNT METRO 31, LLC,
a Delaware limited liability company

By: __________________________
Name: __________________________
Title: __________________________

STATE OF TEXAS

COUNTY OF EL PASO

This instrument was acknowledged before me on ____________, 20__, by _______________ of Hunt Metro 31, LLC, a Delaware limited liability company, on behalf of said limited liability company.

__________________________
Notary Public
EXHIBIT A

Reservations from and Exceptions to Conveyance and Warranty
Exhibit C

AFFIDAVIT

TRANSFEROR'S CERTIFICATION OF NON-FOREIGN STATUS

To inform INVESTMENT BUILDERS, INC., a Texas corporation ("Transferee"), that withholding of tax under Section 1445 of the Internal Revenue Code of 1986, as amended ("Code") will not be required upon the transfer of certain real property to the Transferee by HUNT METRO 31, LLC, a Delaware limited liability company ("Transferor"), the undersigned hereby certifies the following on behalf of the Transferor:

1. The Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Code and the Income Tax Regulations promulgated thereunder);
2. The Transferor's U.S. employer identification number is ;
3. The Transferor's office address is 4401 N. Mesa Street, El Paso, Texas 79902; and
4. Transferor is not a disregarded entity as defined in § 1.1445-2(b)(2)(iii).

The Transferor understands that this Certification may be disclosed to the Internal Revenue Service by the Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalty of perjury I declare that I have examined this Certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of the Transferor.

Date: ______________________, 20__.

HUNT METRO 31, LLC,
a Delaware limited liability company

By: _____________________________
Name: ___________________________
Title: ___________________________

STATE OF TEXAS
)  
COUNTY OF EL PASO
)  

This instrument was acknowledged before me on ________________, 20__, by ____________________________, ___________________________ of Hunt Metro 31, LLC, a Delaware limited liability company, on behalf of said limited liability company.

_______________________________
Notary Public
NORTHGATE TRANSIT ORIENTED DEVELOPMENT

DEVELOPMENT AGREEMENT

BETWEEN

THE CITY OF EL PASO,
THE EL PASO WATER UTILITIES - PUBLIC SERVICE BOARD
AND
HUNT METRO 31, LLC

13-1007-781 / 350555_10 / KMN
EXHIBIT D

Form of Memorandum of Lease

AFTER RECORDING RETURN TO:

Hunt Metro 31, LLC
4401 N. Mesa Street
El Paso, Texas 79902-1107

MEMORANDUM OF LEASE
(NORTHEAST TRANSIT CENTER)

Date: ____________, 20__

Lessor: City of El Paso, Texas,
a Texas home-rule municipal corporation

Lessor’s Mailing Address: P. O. Box 1890
El Paso, El Paso County, Texas 79950-1890

Lessee: Hunt Metro 31, LLC,
A Delaware limited liability company

Lessee’s Mailing Address: 4401 N. Mesa Street
El Paso, El Paso County, Texas 79902-1107

Date of Lease: 12/2/2014

Premises: "SITE IS PART OF LOT 7 - BPS"

30.802 acres, being a portion of Lot 1A and all of Lot 7, Block 6, Northgate Replat “C” and all of Lot 4, Block 6, Northgate, El Paso, El Paso County, Texas, as more particularly described in Exhibit A appended hereto and made a part hereof.

Term: Beginning on ____________, 20__ (the “Effective Date”), and terminating fifty (50) years after the Effective Date (as it may be extended, the “Term”), subject to an option to extend the Term for an additional term of thirty (30) years.

Purchase Option: Lessor grants Lessee the option to purchase the Premises during the Term of the Lease.

Additional Provisions: This Memorandum of Lease shall not be construed to change, vary, modify, or interpret the Lease or any of the terms, provisions, covenants, or conditions thereof, and any inconsistency between the Lease and this Memorandum of Lease shall be resolved in favor of the Lease. The Lease is incorporated by reference and is binding on Lessor and Lessee.
IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement on the date first written above.

LESSOR: CITY OF EL PASO

[Signature]
Tomás González
City Manager

APPROVED AS TO FORM:

[Signature]
Karla M. Duffman
Assistant City Attorney

APPROVED AS TO CONTENT:

[Signature]
Mathew McElroy, Director
City Development

LESSEE: HUNT METRO 31, LLC

By: [Signature]
Printed Name: Mark J. Chase
Title: Executive Vice President

[Signature]
Printed Name: Grace Jean
Title: Vice President

[Acknowledgments on following page]
ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF EL PASO

This instrument was acknowledged before me on this 5th day of Jan., 2015, by Harry B. Bopp in his/her capacity as Exec. President of Hunt Metro 31, LLC, a Delaware limited liability company, Lessor, on behalf of said company.

[Signature]
Notary Public, State of Texas

My Commission Expires:
01/25/2018

ACKNOWLEDGMENT

THE STATE OF

COUNTY OF

This instrument was acknowledged before me on this 3rd day of December, 2014, by Tomás González as City Manager of the City of El Paso, Texas, on behalf of the City of El Paso, Texas (Lessor).

[Signature]
Notary Public, State of Texas

My Commission Expires:
02-24-2017
RESOLUTION

WHEREAS, the City desires to support revitalization activities on the approximate 30.802 acre greyfield site, formerly known as Northgate Mall located at Wren at Diana and Dyer in the City of El Paso; and

WHEREAS, the greyfield site is located on the forthcoming Sun Metro Bus Rapid Transit Dyer Route and will serve to house the future Sun Metro Northgate Transfer Center; and

WHEREAS, the City desires to encourage community revitalization and infrastructure improvements on the property and throughout the area through Transit-Oriented Development; and

WHEREAS, transit-oriented development creates access to jobs and housing for a range of household types and may reduce household transportation costs and increase household affordability through added mobility options; and

WHEREAS, transit-oriented development serves as a development tool to provide the density required to support increased transit ridership and fare revenue and creates the potential for a high return on public investment in transit infrastructure through maintained and/or increased property values, private investment and reduced municipal infrastructure costs; and

WHEREAS, the proposed improvements include the construction of new facilities, the demolition, alteration and restoration of existing facilities, possible environmental remediation, and innovative approaches to the mixed-use development of the site as a transit-oriented development for residential (market and affordable housing), recreational, commercial, retail, office, parking and public transit facilities and infrastructure uses; and

WHEREAS, in accordance with Solicitation #2013-077, the City has evaluated responses to its Request for Qualifications for the phased design, development, financing, construction and management of a proposed SmartCode transit-oriented development on the project site; and

WHEREAS, the City has selected Hunt Metro 31, LLC’s development proposal for the project as the most qualified response to the solicitation; and

WHEREAS, the City Council of the City of El Paso wishes to designate Hunt Metro 31, LLC as the developer of the project and authorize the City to enter into a Development Agreement for the development of the project site; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:
That the City Manager or Designee be authorized to sign a Development Agreement and subsequent amendments or extensions by and between THE CITY EL PASO, TEXAS, a Texas home rule municipal corporation, THE EL PASO WATER UTILITIES – PUBLIC SERVICE BOARD, a component unit of the City of El Paso, and HUNT METRO 31, LLC, a Delaware limited liability company, to set forth the rights and responsibilities among the parties to allow for the development of a proposed SmartCode transit-oriented development on approximately 30.802 acres owned by the City of El Paso and located at Wren at Diana and Dyer in the City of El Paso and being a portion of Lot 1A and all of Lot 7, Block 6, Northgate Replat “C” and all of Lot 4, Block 6, Northgate Subdivision in the City of El Paso, Texas.

PASSED, APPROVED, AND ADOPTED this 2nd day of December, 2014.

CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

Richard Duffey Momsen
City Clerk

APPROVED AS TO FORM:

Sylvia Barth
City Attorney

APPROVED AS TO CONTENT:

Mathew S. McElroy, Director
City Development Department
Northgate Transit Oriented Development
SITE LEASE

Affordable Residential Housing Lease Agreement

City of El Paso
El Paso, Texas

and

Hunt Metro 31, LLC
Lessee

Effective Date: December 2, 2014

13-1007-781/350596_3/KMN
# Northgate Transit Oriented Development
## SITE LEASE
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EXHIBIT B – Annual base rental for Component Parcels
EXHIBIT C - Allocated Land Values
EXHIBIT D - Form of Memorandum of Lease

13-1007-781/350596_3/KMN
NORTHGATE TRANSIT ORIENTED DEVELOPMENT SITE LEASE

THIS LEASE AGREEMENT (the "Lease") is entered into this ___ day of December, 2014, to be effective as of the Effective Date, by and between Lessor of El Paso, a Texas home-rule municipal corporation ("Lessor") and Hunt Metro 31, LLC, a Delaware limited liability corporation ("Lessee").

WHEREAS, Lessor owns approximately 30,802 acres (the "Property") as further described herein, located in the City of El Paso and County of El Paso, State of Texas, and within Tax Reinvestment Zone No. 7 ("Zone"), which Lessor desires that Lessee redevelop as part of a transit oriented development; and

WHEREAS, on December 2, 2014, City Council of the City of El Paso approved a Chapter 380 Economic Development Program Agreement (the "380 Agreement"), and a Development Agreement (the "Development Agreement"), with Lessee for the purpose of removing the blighted condition of the property and redeveloping portions of the Property; and

WHEREAS, Lessor has determined that a public purpose will be served by leasing the Premises described herein to Lessee in accordance with the terms specified herein, together with certain privileges, rights, uses and interests therein, as hereinafter set out, because it will alleviate existing conditions in the Zone, economically revitalize the Zone, further implementation of the Zone's project plan, and promote redevelopment of the Zone within the meaning of Chapter 311, Texas Tax Code and article VIII, section 1-g(b) of the Texas Constitution; and

WHEREAS, Lessee proposes to lease to Lessor that certain ground area and to avail itself of certain privileges, rights and uses pertaining thereto; and

WHEREAS, Lessee desires to construct and operate affordable residential housing, multifamily residential housing, parking garages, flex space, office space, retail space or any combination thereof on the Premises for the conduct of permitted uses thereon as described in and provided for in the Development Agreement; and

WHEREAS, Lessee has indicated a willingness and ability to properly keep, maintain and improve said grounds and improvements in accordance with standards established by Lessor.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, Lessor and Lessee agree and covenant as follows:

Definitions

Capitalized terms used in this Lease shall have the meanings given or referenced in Section 11.21 hereof or, if not defined in Section 11.21, the meaning given to them in the Development Agreement.

ARTICLE I - PREMISES AND PRIVILEGES

1.01 Description of Premises Demised. Subject to and on the terms, conditions, covenants, agreements and undertakings hereinafter set forth, Lessor does hereby demise and lease to Lessee and Lessee does hereby lease from Lessor the Affordable Residential Housing Parcel. The Affordable Residential Housing Parcel is described on Exhibit A appended hereto and is herein referred to as the "Premises".
1.02 Right to Construct. Lessee shall have the right and privilege to construct, maintain, and remove improvements upon the Premises, including the Affordable Residential Housing, subject to the terms, covenants, and conditions contained herein and in the Development Agreement. Prior to the construction of any improvements to the Premises, the plans and specifications for any improvements, additions, or alterations shall be submitted to the City Engineer or his designee, with a copy to the Director of City Development, for review and approval in accordance with the terms of the Development Agreement order to ensure the Premises comply with the Development Agreement and City of El Paso building codes. No work shall commence until Lessee has obtained any and all permits and/or complied with any and all applicable legal requirements pertaining to such construction.

1.03 Restriction of Privileges, Uses and Rights. The rights and privileges granted Lessee hereunder are subject and expressly limited to the construction and operation of a senior residential housing project of affordable units and uses ancillary and/or complimentary thereto (the Premises and all improvements located and/or constructed thereon by Lessee are collectively referred to herein as the “Project”). Lessee’s use of the Premises shall be limited to planning, designing, constructing, building, erecting, maintaining, equipping, leasing, managing, encumbering, operating and otherwise dealing with the affordable housing to be developed by Lessee on the Premises. Any substantial change of use outside of those allowed in this section will require the prior written approval of City Council. Failure to obtain the prior written approval of City Council prior to using the Premises for anything other than the uses specified herein, shall constitute a default and may result in termination of the Lease as specified in Article X.

1.04 Conditions of Granting Lease. The granting of this Lease and its acceptance by Lessee is conditioned upon all of the terms and conditions set forth in this Lease.

ARTICLE II - OBLIGATIONS OF LESSOR

2.01 Quiet Enjoyment. Lessor agrees that upon Lessee’s lawful occupying of the Premises and performing all of the covenants, conditions, and agreements set forth herein, Lessee shall and may peaceably and quietly have, hold, and enjoy the Premises. Lessor has no knowledge, nor any reason to believe, that there is any legal impediment to its full right to enter into this Lease and perform its obligations hereunder.

2.02 Condition and Maintenance of Premises “As Is”. Lessee accepts the Premises “As Is”, with all faults, relying on Lessee’s own inspection and judgment and, except for those representations set forth in the Development Agreement, not in reliance on any representations of Lessor. Lessee acknowledges that substantial site preparation will be necessary in order to utilize the Premises for Lessee’s permitted uses hereunder. Lessor shall assume no responsibility as to the condition of the Premises and shall not assume responsibility for maintenance, upkeep, or repair necessary to keep the Premises in a safe and serviceable condition.

2.03 Site Development. The Director of City Development will assist Lessee, at no cost to the Lessor, in Lessee’s obtaining approval from Lessor of its final building scale plan, preliminary schematics and design development drawings and permit applications as required to pursue the development of the office and retail space, and will execute such applications as may be reasonably required in connection therewith.

2.04 Waiver of Warranty of Suitability EXCEPT AS SET FORTH IN THE DEVELOPMENT AGREEMENT, LESSOR FURTHER DISCLAIMS ANY WARRANTY OF SUITABILITY THAT MAY ARISE BY OPERATION OF LAW. LESSEE LEASES THE PREMISES “AS IS” AND LESSOR
DOES NOT WARRANT THAT THERE ARE NO LATENT DEFECTS THAT ARE VITAL TO LESSEE’S USE OF THE PREMISES FOR THEIR INTENDED USES.

2.05 **Affordable Housing Residential Requirements.** As soon as practical following the Effective Date, Lessee, at its cost, shall apply to TDHCA for 9% LIHTC Affordable Residential Housing. Lessor agrees, at its cost, to (i) cooperate with Lessee in seeking TDHCA approval of the Affordable Residential Housing including providing to Lessee (or the developer of the Affordable Residential Housing) for inclusion in an application to TDHCA a duly adopted resolution of City Council giving its exclusive written endorsement of support of such application for a 9% LIHTC allocation to the Affordable Residential Housing; and (ii) if requested by Lessee (or the developer of the Affordable Residential Housing), to seek from the El Paso Housing Finance Authority its agreement to provide funding, not to exceed the sum of $1,000,000, for the Affordable Residential Housing. The parties agree that the construction of the Affordable Residential Housing on the Premises is subject to and contingent upon 9% LIHTC, and if for any reason 9% LIHTC is not obtained, then (i) Lessee is not obligated to construct, or cause to be constructed, the Affordable Residential Housing on the Premises and (ii) notwithstanding anything herein to the contrary, the Premises may, at the election of Lessee and the approval of Lessor, such approval not to be unreasonably withheld, conditioned or delayed, be used for any one or more of the other Components contemplated by the Development Agreement, including, without limitation, additional Multifamily Residential Housing, in which event the provisions of the Development Agreement for such Component shall be applicable to that portion of the Premises used for such Component. The Affordable Residential Housing shall be incorporated into Phase 05 and, following the allocation of 9% LIHTC, shall be constructed and Substantially Completed as legally required by 9% LIHTC. The Affordable Residential Housing shall be located on the Premises.

Subject to the terms of the preceding paragraph, Lessor agrees to enter into this Lease with Lessee, or its Affiliate or assignee. This Lease shall be separate from the Lease Agreement covering the remainder of the Project Site. Lessor acknowledges and agrees that at all times the Affordable Residential Housing (i.e., the improvements constituting the Affordable Residential Housing) shall be owned, operated, financed and sold as a stand-alone asset apart from the Premises or the remainder of the Project or any other improvements located on the Project Site. Lessee and Lessor further agree (i) to grant in favor of the owner of the Affordable Residential Housing, its successors and permitted assignees, such access, utility and other easements (the "**Affordable Housing Easements**") over, upon and across the Project Site as may be reasonably determined by Lessee (or the developer of the Affordable Residential Housing) and its Lender(s) to provide ingress, egress, utilities and drainage to and from the Premises and a public street and (ii) that the improvements constituting the Affordable Residential Housing may be encumbered by the owner thereof solely to secure the payment of any construction or permanent loan, the proceeds of which are to be used exclusively for the financing of Affordable Residential Housing and shall not be cross-defaulted, or cross-collateralized, by Lessor, Lessee, or such owner to secure the payment of any other financing. Lessor further agrees to grant to Lessee, or its Affiliate or assignee, the option to purchase the fee simple title to the Premises as provided herein. Lessor agrees that an event of default under the terms of the Lease Agreement shall not constitute an automatic event of default under the terms of this Lease and that in no event shall the expiration, termination, or an event of default under the Lease Agreement and/or the Affordable Residential Housing Lease Agreement extinguish any of the Affordable Housing Easements. Lessor agrees to consider and approve any reasonable modification to the ownership structure, unit mix, size (not to exceed 80 units), property amenities, design and site configuration now or hereafter proposed for the Affordable Residential Housing contemplated by the Development Agreement, including the addition a HUB, or other qualifying not-for-profit entity (such as the Housing Authority of City of El Paso), as the majority or sole general partner of the Affordable Residential Housing, so as to allow Lessee to submit the most competitive application for 9% LIHTC. Lessee shall have the sole right to select and employ the underwriters, lenders, tax credit syndicators, contractors, architects, engineers, attorneys and other professional service providers in connection with
the Affordable Residential Housing. In the event of any conflict between the terms of this Section 2.05 and any other provision in this Lease or otherwise, the terms of this Section 2.05 shall govern the agreement of the parties.

ARTICLE III - OBLIGATIONS OF LESSEE

3.01 Net Lease. This Lease shall be without cost to Lessor except for Lessor's obligations specifically set forth in Article II above and elsewhere in this Lease or in the 380 Agreement and/or in the Development Agreement, Lessee shall:

A. Keep and maintain the Premises and improvements located thereon in a good state of repair at all times;

B. Pay any and all taxes and governmental charges of any kind whatsoever that may be lawfully assessed against Lessee or Lessor with respect to the Premises, any improvements located on the Premises, Lessee's interest in the Premises and improvements, all of Lessee's personal property located on the Premises, any improvements, equipment, personal property or inventory on the Premises, or Lessee's use and/or occupancy of the Premises, during the Term of this Lease, including any extensions or option periods granted thereto. Lessee in good faith may contest any tax or governmental charge, and Lessee shall not be in default hereunder by reason of the nonpayment of such taxes if Lessee shall have: (a) obtained and furnished to the applicable taxing authority a bond or other security to the extent required by applicable law, and (b) established reserves sufficient to pay such contested taxes and all penalties and interest that may be reasonably payable in connection therewith. Any such contest or other proceedings shall be conducted solely at Lessee's expense, and Lessee shall pay the amount determined to be due, together with all costs, expenses, interest and penalties relating thereto, prior to the time that such taxes become a lien against the Premises.

C. Pay all casualty, bond, and liability insurance premiums required in accordance with the terms of this Lease.

D. Pay for any environmental work, traffic study, rezoning of parcels, platting or replatting of area, park fees, surveys, asbestos removal, environmental remediation, or demolition that may be required for Lessee's use of the Premises.

E. Pay for any and all installation of infrastructure on the Premises that may be required for Lessee's use of the Premises, including, but not limited to public streets, drainage, underground utilities, and street lighting, provided, however, Lessor acknowledges that portions of the Property (of which the Premises is a part), including infrastructure, will be developed, and improvements thereon constructed, by Lessor, the PSB or Sun Metro in accordance with the terms of the Development Agreement and that Lessee has no responsibility or liability with respect to such infrastructure or improvements.

3.02 Condition of Premises. Lessee accepts the Premises in their present condition and agrees that the Premises are suitable for Lessee's business, activities, and operations proposed to be conducted thereon subject to:

A. Lessee's right to construct certain improvements under the terms of this Lease; and

B. Lessor's performance of the obligations imposed on Lessor under Article II above.
3.03 Operational Licenses and Permits. Lessee and/or its sublessees may apply for restaurant and alcoholic beverage licenses and other permits or licenses necessary for the operation of improvements on the Premises. The cost of obtaining any such licenses and permits shall be borne solely by the Lessee or its sublessee. As fee owner of the Premises, Lessor agrees and understands that it may be required to provide assistance to the Lessee or its sublessees in acquiring such permits or licenses, including the execution of certain applications. Lessor agrees to provide such assistance as may be necessary and appropriate, in Lessor’s discretion; provided, however, that LESSEE SHALL INDEMNIFY AND HOLD LESSOR HARMLESS FROM ALL LIABILITIES, CLAIMS, COSTS AND EXPENSES WHICH LESSOR MAY INCUR BY REASON OF HAVING SIGNED ANY SUCH APPLICATION OR APPLICATIONS.

3.04 Right to Construct. Lessee shall have the right and privilege to construct, maintain, and remove improvements upon the Premises subject to the terms of the Development Agreement and this Lease.

3.05 Compliance With Laws. Lessee, at Lessee’s expense, agrees that it will construct, operate and maintain improvements on portions of the Premises in accordance with the terms, conditions, and processes contained in, and in accordance with the Development Agreement and all laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, applicable to the Premises and now in force or which may hereafter be in force, including, but not limited to, those which shall impose any duty upon the Lessor or Lessee, with respect to the use, occupancy or alteration of the Premises and any improvements thereon.

With respect to those portions of the Premises upon which Lessee shall construct improvements as provided in the Development Agreement, Lessee, at Lessee’s expense, specifically agrees to make or cause to be made all such alterations on such portions of the Premises and any improvements thereon, including, without limiting the generality of the requirements of this sentence, removing such barriers and providing such alternative services, as shall be required by the Americans with Disabilities Act of 1990, as amended, and any other laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, now in force or which may hereafter be in force, which relate to the use or occupancy of the Premises and any improvements thereon by disabled persons ("Disabilities Laws").

Lessee shall, at Lessee’s expense, comply with all present and hereinafter enacted Environmental Laws, and any amendments thereto, affecting Lessee’s use, operation, occupancy or alteration of the Premises including any improvements thereon.

A. Definitions.

(1) "Environmental Laws" means any one or all of the following as the same are amended from time to time: the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6941 et seq.; the Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. Section 300h et seq.; the Clean Water Act, 33 U.S.C. Section 1251 et seq.; the Clean Air Act, 42 U.S.C. Section 7401 et seq.; and the regulations promulgated thereunder and any other laws, regulations and ordinances (whether enacted by the local, state or federal government) now in effect or hereinafter enacted that deal with the regulation or protection of the environment, including the ambient air, ground water, surface water, and land use, including sub-strata land.

(2) "Hazardous Material" shall mean all substances, materials and wastes that are, or that become, regulated under or classified as hazardous or toxic under any Environmental.
(3) "Release" shall mean any releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing, or dumping into the environment.

B. Compliance.

(1) Lessee shall not cause or approve any Hazardous Material to be used, generated, manufactured, produced, stored, brought upon, or released, on, under or about the Premises, or transported to and from the Premises, by Lessee, its sub-Lessees, agents, employees, contractors, invitees, or a third party in violation of any Environmental Law during the term of this Lease. LESSEE SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS LESSOR, ITS SUCCESSORS AND Assigns, ITS EMPLOYEES, AGENTS AND ATTORNEYS FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, DAMAGE, EXPENSE, PENALTIES AND LEGAL AND INVESTIGATION FEES OR COSTS, ARISING FROM OR RELATED TO ANY CLAIM OR ACTION FOR INJURY, LIABILITY, BREACH OF WARRANTY OR REPRESENTATION, OR DAMAGE TO PERSONS OR PROPERTY AND ANY AND ALL CLAIMS OR ACTIONS BROUGHT BY ANY PERSON, ENTITY OR GOVERNMENTAL BODY, ALLEGING OR ARISING IN CONNECTION WITH CONTAMINATION FIRST OCCURRING DURING THE TERM OF THIS LEASE OF, OR ADVERSE EFFECTS ON, THE ENVIRONMENT OR VIOLATION OF ANY ENVIRONMENTAL LAW OR OTHER STATUTE, ORDINANCE, RULE, REGULATION, JUDGMENT OR ORDER OF ANY GOVERNMENT OR JUDICIAL ENTITY WHICH ARE FIRST INCURRED OR ASSESSED AS A RESULT (WHETHER IN PART OR IN WHOLE) OF ANY ACTIVITY OR OPERATION ON OR DISCHARGE FROM THE PREMISES OR ANY IMPROVEMENTS THEREON THAT FIRST OCCURS DURING THE TERM OF THIS LEASE. IN THE AVOIDANCE OF ANY DOUBT, LESSEE SHALL NOT BE OBLIGATED TO INDEMNIFY LESSOR AGAINST ANY LOSS ARISING OF A CONDITION ON THE PREMISES EXISTING PRIOR TO THE DATE OF THIS LEASE OR FOR ANY PROPERTY THAT IS PART OF THE PREMISES AND NOT PART OF THE PREMISES. Subject to the foregoing, this obligation includes, but is not limited to, all costs and expenses related to cleaning up the Premises, improvements, land, soil, underground or surface water as required under the law. Lessee’s obligations and liabilities under this paragraph shall continue so long as Lessor bears any liability or responsibility under the Environmental Laws for any action that first occurs on the Premises or any improvements thereon during the term of this Lease. This indemnification of Lessor by Lessee includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material located on the Premises or any improvements thereon, or present in the soil or ground water on, first occurring under or about the Premises after the date of this Lease. The parties agree that Lessor’s right to enforce Lessee’s promise to indemnify is not an adequate remedy at law for Lessee’s violation of any provision of this Section. Lessor shall also have all other rights and remedies provided by law or otherwise provided in this Lease.

(2) Without limiting the foregoing, if the presence of any Hazardous Material on, under or about the Premises or in any improvements thereon caused or permitted by Lessee results in any contamination of the Premises or any improvements thereon, Lessee shall promptly take all actions at its sole cost and expense as are necessary to return the Premises or any improvements thereon to the condition existing prior to the introduction of any such Hazardous Material to the Premises or in any improvements thereon; provided that Lessor’s approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse long-term effect on the Premises or on any improvements thereon.
(3) Lessee shall, at Lessee’s own cost and expense, make all submissions to, provide all information to, and comply with all requirements of the appropriate governmental authority (the “Government”) under the Environmental Laws. Should the Government determine that a site characterization, site assessment and/or a cleanup plan should be prepared or that a cleanup should be undertaken on the Premises or in any improvements thereon for conditions that first occur during the term of this Lease, then Lessee shall, at Lessee’s own cost and expense, prepare and submit the required plans and financial assurances, and carry out the approved plans. At no cost or expense to Lessor, Lessee shall promptly provide all information requested by Lessor to determine the applicability of the Environmental Laws to the Premises or to respond to any governmental investigation or to respond to any claim of liability by third parties which is related to environmental contamination.

(4) Lessee shall promptly notify Lessor of any of the following: (a) any correspondence or communication from any governmental entity regarding the application of Environmental Laws to the Premises or Lessee’s operation on the Premises, and (b) any change in Lessee’s operation on the Premises that will change or has the potential to change Lessee’s or Lessor’s obligations or liabilities under the Environmental Laws.

(5) Lessee shall insert or incorporate by reference the provisions of this Section 3.03 in any lease or sublease agreement or contract by which it grants a right or privilege to any person, firm or corporation under this Lease.

In the event of an emergency (meaning a Release of Hazardous Materials in violation of Environmental Laws on the Premises that presents an immediate threat of injury to persons of property) or the expiration of cure periods provided for in this Lease, then notwithstanding any other provision in this Lease to the contrary, Lessor shall have the right of "self-help" or similar remedy in order to minimize any damages, expenses, penalties and related fees or costs, arising from or related to a violation of any law, under or about the Premises, the cost of which including attorneys’ fees, shall be borne by Lessee. Lessor shall use its best efforts to notify Lessee prior to its exercise of such self-help rights.

Notwithstanding any other provision in this Lease to the contrary, Lessor shall have the right of “self-help” or similar remedy in order to minimize any damages, expenses, penalties and related fees or costs, arising from or related to a violation of any law on, under or about the Premises.

Lessee’s failure or the failure of its agents, employees, contractors, invitees or the failure of a third party to comply with any of the requirements and obligations of this Section 3.03 shall constitute a material default of this Lease and shall permit Lessor to pursue the remedies as set forth herein, in addition to all other rights and remedies provided by law or otherwise provided in the Lease, to which Lessor may resort cumulatively, or in the alternative.

D. Reporting.

(1) At any time that Lessee submits any filing pertaining to its property, operations, or presence on the Premises with any governmental entity (other than the Internal Revenue Service) by way of example but not in limitation, the Environmental Protection Agency or the Texas Commission on Environmental Quality, Lessee shall provide duplicate copies of the filing(s) made along with any related documents to Lessor.

(2) Upon expiration, termination or cessation of this Lease for any reason, Lessee shall provide current environmental inspection and inventory reports on the Premises acceptable to Lessor; and if, in the opinion of Lessor, the Premises shall require environmental remediation, Lessee shall
perform same to return the Premises into a (like new) condition equal or better to that as of the effective date of the Lease.

3.06  **Lessor’s Approval of Plans.** Lessor’s approval of any plans, specifications and working drawings for Lessee’s construction or alterations of improvements shall create no responsibility or liability on the part of Lessor for their completeness, design sufficiency or compliance with all laws, rules and regulations of federal, state, county and municipal authorities. It is specifically understood that the Engineering and Construction Management Department is only one of numerous departments of the City of El Paso and that, in addition to obtaining approval of the Engineering and Construction Management Department, Lessee shall be required to obtain the approval of other departments as required by law.

3.07  **Landscaping and Maintenance of Improvements.** Lessee shall landscape the Premises in accordance with the Development Agreement and as required by law and keep the improvements on the Premises in a good state of repair and condition, commensurate with upscale retail and office space. The exterior finish on the improvements shall be repainted and refinished as necessary to maintain the appearance of such improvements. Lessor shall be the sole judge of whether Lessee has maintained the landscaping on the Premises in accordance with the requirements of Title 18 of the El Paso City Code, as it may be amended and, upon written notice by Lessor to Lessee, Lessee shall be required to perform whatever maintenance Lessor deems necessary in order to achieve such compliance. If said maintenance is not undertaken by Lessee within thirty (30) days after receipt of written notice, Lessor shall have the right to enter on the Premises and perform the necessary maintenance, the cost of which plus ten percent (10%) shall be borne by Lessee.

3.08  **Utilities.** Lessee shall pay for all costs or charges for utility services furnished to Lessee during the Term hereof. Lessee shall have the right to connect to any and all storm and sanitary sewers and water and utility outlets at its own cost and expense; subject to approval by all appropriate departments of the City of El Paso, and Lessee shall pay for any and all service charges incurred.

3.09  **Trash, Garbage, and Other Refuse.** Lessee shall provide a complete and proper arrangement for the adequate sanitary handling, and disposal away from the Premises, of all trash, garbage and other refuse caused as a result of its use and occupancy of the Premises. Lessee shall provide and use suitable covered commercial type receptacles for storage of all such garbage, trash and other refuse, and will maintain these receptacles, screened from view of adjoining properties or public streets, in an attractive, safe, and sanitary manner. Piling of boxes, cartons, barrels or other similar items, in an unsightly or unsafe manner, on or about the Premises, shall not be permitted.

3.10  **Permitted Uses.** Lessee will not conduct any business activity on the Premises other than those permitted in Section 1.03.

**ARTICLE IV - TERM OF LEASEHOLD**

4.01  **Term.** This Lease shall be for a term of fifty (50) years, commencing on the Effective Date, as defined in Section 11.21, and shall terminate fifty (50) years after the Effective Date (the “Initial Term”). The Initial Term, together with any extensions, is referred to herein as the “Term”.

4.02  **Options to Extend.** So long as Lessee is not in default of the terms and conditions of this Lease, Lessee shall have the option to extend this Lease for an additional term of thirty (30) years by notifying Lessor in writing of Lessee’s election at least one hundred twenty (120) calendar days prior to the expiration of the Initial Term (“Lessee’s Option Period”). In the event the option to extend is so exercised, the Lease shall be extended for thirty (30) additional years under the same terms and conditions.
4.03 **Holding Over.** It is agreed and understood that any holding over by Lessee on the Premises at the expiration or cancellation of this Lease shall operate and be construed as a tenancy from month to month at a Rental Fee of one and one-half times the then current Rental Fee, and Lessee shall be liable to Lessor for all loss or damage on account of any holding over against Lessor's will after the expiration or cancellation of this Lease, whether such loss or damage may be contemplated at this time or not. No receipt or acceptance of money by Lessor from Lessee after the expiration or cancellation of this Lease or after the service of any notice, after the commencement of any suit, or after final judgment for possession of the Premises, shall reinstate, continue or extend the Term of this Lease, or affect any such notice, demand or suit or imply consent for any action for which Lessor's consent is required or operate as a waiver of any right of the Lessor to retake and resume possession of the Premises.

4.04 **National Emergency.** In the event the rights and privileges hereunder are suspended by reason of war or other national emergency, the Term of this Lease shall be extended by the amount of the period of time of such suspension.

4.05 **Force Majeure.** If either party hereto shall be prevented from performing any act required hereby by any cause beyond the control of such party, including, without limitation, Force Majeure delays, the time for such performance shall be extended by the period of such delay.

**ARTICLE VI - CONSIDERATION**

5.01 **Rental Fee.** Lessee shall pay to Lessor a annual base rental fee in an amount equal to rental for the applicable Component Parcel as shown on Exhibit B appended hereto.

5.02 **Commencement of Rental Fee.** Lessee's obligation to pay the Rental Fee to Lessor as aforesaid shall commence on the Effective Date of this Lease.

5.03 **Unpaid Rent, Fees and Charges.** Any payment of the Rental Fee, fees, or other charges or monies accruing under any provisions of this Lease that are not received by Lessor within twenty (20) days of the date upon which payment is due, shall bear interest at the rate equal to the maximum allowed by law from the date when the same was due according to the terms of this Lease until paid by Lessee.

5.04 **Place of Payment.** All Rental Fee payments and other amounts due from Lessee to Lessor hereunder shall be paid to Lessor at the following address: City of El Paso, Financial Services, P.O. Box 1890, El Paso, Texas 79950-1890.

**ARTICLE VI - INSURANCE AND INDEMNIFICATION**

6.01 **Fire and Other Risks Insurance.** Lessee, at its sole cost and expense, shall throughout the Term of the Development Agreement keep or cause to be kept all improvements now or hereafter located upon the Premises insured for the mutual benefit of Lessor and Lessee as their interests may appear as provided in the Development Agreement. After the expiration of the term of the Development Agreement Lessee shall keep or cause to be kept all improvements now or hereafter located upon the Premises insured for the mutual benefit of Lessor and Lessee as their interests may appear against loss or damage by fire and against loss or damage by other risks embraced by "extended coverage" and against loss by windstorm, hail, explosion (other than boiler explosion), riot, civil commotion, aircraft, vehicles, smoke, vandalism and malicious mischief, in an amount equal to the actual replacement cost of such improvements, excluding costs of replacing excavations and foundation, but without deduction for depreciation (hereinafter called "Full Insurable Value"). In the event a dispute arises as to the Full Insurable Value which cannot be resolved by agreement, an appraisal of the Premises and improvements thereon shall be
made by an appraiser selected by Lessee and reasonably acceptable to Lessor to determine the Full Insurable Value, as defined in this Section, and the resulting determination shall be conclusive between the parties for the purpose of this Section. Should the appraiser Lessee selects be unsatisfactory to Lessor, the carrier of the insurance then in force shall be requested to determine the Full Insurable Value as defined in this Section. The expense of this appraisal shall be borne by Lessee.

6.02 Liability Insurance. Lessee, at its sole cost and expense shall, throughout the Term of this Lease, provide and keep in force for the benefit of Lessor and Lessee, as their respective interests may appear, comprehensive general liability insurance in an amount not less than One Million Dollars ($1,000,000.00) for bodily injury to one person for each occurrence, Three Million Dollars ($3,000,000.00) for bodily injuries to more than one person arising out of each occurrence and One Hundred Thousand Dollars ($100,000.00) for property damage arising out of each occurrence, or in amounts equal to the maximum liability for damages for municipalities for claims arising under governmental functions, provided for under the Texas Tort Claims Act, whichever is greater.

6.03 Additional Insured. Lessor shall be named as an Additional Insured on all insurance policies except Worker’s Compensation Insurance Coverage, either in the policy itself and reflected on the certificate of insurance or through an endorsement attached to the policy.

6.04 Liens. Lessee agrees to satisfy, release, discharge, remove, or bond off any liens claimed on any of the improvements to the Premises made by Lessee’s contractors, employees, or suppliers as well as its contractors’ subcontractors, employees, or suppliers within thirty (30) days of Lessee’s receipt of written notice thereof from Lessor. If Lessee fails to satisfy, release, discharge, remove, or bond off any lien claim within thirty (30) days of Lessee’s receipt of written notice thereof from Lessor, Lessor may on its own satisfy or remove any liens and shall charge Lessee the cost of doing so, including any legal fees or court costs associated with such action, plus ten percent (10%). Lessee’s performance of this obligation is a material term of this Lease Agreement and Lessee’s failure to perform under this Section 6.04 may result in the immediate termination of this Lease Agreement.

6.05 Authorized Insurance Companies. All such policies of insurance shall be written by insurance and surety companies authorized to do business in the State of Texas with A.M. Best Company (or equivalent) ratings of “AVI” or better. Such policies shall be delivered to Lessor promptly following the Effective Date of this Lease. Each insurance policy shall contain:

A. A statement of the coverage provided by the policy;

B. An endorsement that the Lessor is named as an additional insured to the full amount of the policy limits in the case of the liability coverage and that the property insurance covers Lessor and Lessee “as their interests may appear”, and that the Lessor shall be notified at least thirty (30) days in advance in the event the policy or policies are canceled and ten (10) days in advance of cancellation for non-payment of premiums;

C. A statement of the period during which the policy is in effect;

D. A statement that the annual premium or the advance deposit premium for such policy has been paid in advance; and

E. An endorsement to the effect that the insurer waives any claim or right in the nature of subrogation to recover against the Lessor, its elected and appointed officials, officers, agents, or employees.
6.06 Indemnification. LESSEE AGREES TO INDEMNIFY AND HOLD LESSOR HARMLESS AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, COSTS, AND EXPENSES, INCLUDING INVESTIGATION EXPENSES AND REASONABLE ATTORNEY’S FEES FOR THE DEFENSE OF SUCH CLAIMS AND DEMANDS, ARISING OUT OF OR ATTRIBUTED DIRECTLY, OR INDIRECTLY TO THE OPERATION, CONDUCT OR MANAGEMENT OF LESSEE’S BUSINESS ON THE PREMISES, ITS USE OF THE PREMISES, OR FROM ANY BREACH ON THE PART OF LESSEE OF ANY TERMS OF THIS LEASE, OR FROM ANY ACT OR NEGLIGENCE OF LESSEE, ITS AGENTS, CONTRACTORS, EMPLOYEES, SUBLESSEES, CONCESSIONAIRES, OR LICENSEES IN OR ABOUT THE PREMISES. In case of any action or proceeding brought against Lessor by reason of any such claim, Lessee, upon notice from Lessor, agrees to defend the action or proceeding by counsel acceptable to Lessor.

6.07 Mutual Waiver of Subrogation Rights. Lessor and Lessee and all parties claiming under them mutually release and discharge each other and their respective officers, directors, partners, employees and agents from all claims and liabilities arising from or caused by any casualty or hazard insured or required to be insured hereunder and waive any right of subrogation which might otherwise exist in or accrue to any person on account thereof; provided that such release shall not operate in any case where the effect is to invalidate such insurance coverage. This release shall apply even if the loss or damage shall be caused by the fault or negligence of a party hereto or for any person for which such party is responsible.

ARTICLE VII - DESTRUCTION OF IMPROVEMENTS BY FIRE OR OTHER CASUALTY

7.01 Obligations of Lessee. During the Term hereof, except as provided in Section 7.03 below, should the improvements constructed by Lessee upon the Premises be damaged or destroyed in whole or in part by fire or other casualty, Lessee shall give prompt notice thereof to Lessor, and at its own cost and expense, shall promptly repair, replace and rebuild the same, at least to the same extent as the value and as nearly as practical to the character of the buildings and improvements existing immediately prior to such time, provided, however, Lessee shall have no obligation to incur or expend any amount in excess of the insurance proceeds available to Lessee for such purpose. During the period of any repair, replacement or restoration Base Rent shall be abated with respect to that portion of the Premises damaged or destroyed. Such repairs, replacements or rebuilding shall be made by Lessee as aforesaid and in accordance with the following terms and conditions:

A. Prior to commencing such work, Lessee shall deliver to Lessor a set of the preliminary construction plans and specifications in accordance with the terms and provisions of the Development Agreement and this Lease Agreement. In the event the preliminary plans and specifications are not approved, Lessee will be so notified, and the notice shall specify in detail the reasons therefor and the requested modifications or alterations thereto.

B. Upon approval of the preliminary plans and specifications Lessee shall prepare or cause to be prepared final working plans and specifications in substantial conformity to the preliminary plans and specifications ("Final Plans"). Upon completion of the Final Plans, Lessee shall submit the same to appropriate governmental agencies for approval. Upon approval by such agencies and the issuance of permits for the commencement of construction, Lessee shall deliver to Lessor one (1) complete set of the Final Plans as approved by the governmental agencies exercising jurisdiction thereover and copies of all issued permits. Changes from the preliminary plans and specifications shall be considered to be within the scope of the preliminary plans and specifications if such changes are reasonably inferable therefrom.
or if they are made to comply with suggestions, requests or requirements of the governmental agencies exercising jurisdiction.

C. Prior to commencing construction, Lessee shall provide Lessor with Builder's Risk Insurance.

D. Upon compliance with the foregoing and Section 7.02 below, and after settlement shall have been made with the insurance company or companies and said proceeds of such insurance policy or policies shall have been paid to Lessee, Lessee shall commence such repair, replacements or rebuilding within a reasonable time and shall continue such work with reasonable diligence until completion.

7.02 **Insurance Proceeds.** Lessee shall use the proceeds of the insurance policy or policies, subject to the rights of any Mortgagee, to pay for the cost of such repair, replacement or rebuilding.

7.03 **Cancellation of Lease.** Should the improvements on the Premises be damaged or destroyed in whole or in part by fire or other casualty at any time when there is less than five (5) years remaining on the Initial Term or any remaining Extension Options, Lessee shall be relieved of the obligation to repair, replace and rebuild the same and shall have the right to cancel this Lease by giving Lessor written notice of such election within thirty (30) days after the date of any such damage or destruction, unless Lessor agrees to extend the Term such that at least five (5) years remain on the Term after such rebuilding. In the event of such termination, this Lease shall terminate as of the date of such destruction and the insurance proceeds received or receivable under any policy of insurance shall be used to remove all debris and return the Premises to grade. The remainder shall be applied to any Mortgagee holding a first mortgage on the improvements, and the remainder shall be payable to Lessor. All Rental Fees payable under this Lease shall be prorated and paid to the date of such cancellation.

**ARTICLE VIII - CONDEMNATION**

8.01 **Definitions.** The following definitions apply in construing the provisions of this Lease relating to the taking of or damage to all or any part of the Premises, or improvements thereon, or any interest in them by eminent domain or condemnation:

A. **"Takings"** means the taking or damaging, including severance damage by eminent domain or by condemnation for any public or quasi-public use under any statute. The transfer of title may be either a transfer resulting from the recording of a final order in a condemnation proceeding or a voluntary transfer or conveyance to the condemning agency or entity made under threat of condemnation in a pending condemnation proceeding. The Taking shall be considered to take place the date actual physical possession is taken by the condemning authority.

B. **"Total Taking"** means the Taking of the fee title to all of the Premises and improvements thereon.

C. **"Substantial Taking"** means the Taking of so much of the Premises or improvements or both that one or more of the following conditions results:

1. The remaining portion of the Premises and improvements thereon after such Taking would not be economically and feasibly useable by Lessee;
2. The conduct of Lessee's business on the Premises would be substantially prevented or impaired;

3. The portion of the Premises not so taken cannot be so repaired or reconstructed, taking into consideration the amount of the award available for repair or reconstruction, as to constitute a complete rentable structure capable of producing a proportionately fair and reasonable net annual income after payment of all operating expenses, including, without limitation, the Rental Fees and after performance of all covenants and conditions required of Lessee under this Lease.

4. Access to the Premises is denied.

D. "Partial Taking" means the Taking of a fee title that is not either a Total Taking or Substantial Taking.

E. "Improvements", whether or not capitalized, includes, but is not limited to, all buildings, structures, fixtures, fences, utility installations, parking facilities and landscaping on the Premises.

F. "Notice of Intended Taking" means any notice or notification on which a reasonably prudent person would rely and which such person would interpret as expressing an existing intention of Taking, as distinguished from a mere preliminary inquiry or proposal. It includes, but is not limited to, the service of a condemnation summons and complaint on a party to this Lease. The notice is considered to have been received when a party to this Lease receives from the condemning agency or entity a notice of intent to take in writing containing a description or map reasonably defining the extent of the Taking.

G. "Award" means compensation paid for the Taking, whether pursuant to judgment, or by agreement, or otherwise.

H. "Date of Taking" means the date that Lessee is required to vacate the Premises or portion thereof that is the subject of the Taking pursuant to a final order of condemnation or agreement between the parties hereto.

8.02 Notice of Condemnation. The party receiving any notice of the kind specified below shall promptly give the other party notice of the receipt, contents and date of the notice received:

A. Notice of Intended Taking;

B. Service of any legal process relating to condemnation of the Premises or improvements;

or

C. Notice in connection with any proceedings or negotiations with respect to such a condemnation.

8.03 Rights of Parties During Condemnation Proceeding. Lessor and Lessee shall each have the right to represent its respective interest in each proceeding or negotiation with respect to a Taking or intended Taking and to make full proof of its claims. No agreement, settlement, sale or transfer to or with the condemning authorities shall be made without the consent of all parties. Each party agrees to execute and deliver to any other party hereto any instrument that may be required to facilitate the provisions of this Lease relating to the condemnation.

8.04 Taking of Leasehold. Upon a Total Taking, Lessee's obligation to pay Rental Fees and other charges hereunder shall terminate on the Date of Taking, but Lessee's interest in the leasehold shall
continue until the Taking is completed by deed, contract or final order of condemnation. If the Taking is a Substantial Taking under the aforementioned definition, Lessee may, by notice to Lessor within ninety (90) days after Lessee receives the Notice of Intended Taking, elect to treat the Taking as a Total Taking. If Lessee does not so notify Lessor, the Taking shall be deemed a Partial Taking. Upon a Partial Taking, this Lease shall remain in full force and effect covering the balance of the Premises not so taken, except that the Rental Fees payable hereunder by Lessee shall be reduced in the same ratio as the percentage of the area of the Premises taken bears to the total area of the Premises.

8.05 Total Taking. All of Lessee’s obligations under the Lease shall terminate as of the Date of Taking. Upon a Total Taking, all sums awarded for any Lessee-owned improvements and the leasehold estate shall be disbursed to Lessee. All sums awarded for the Premises, as unencumbered by any Lessee-owned improvements, but subject to the Lease, shall be disbursed to Lessor.

8.06 Partial Taking. Upon a Partial Taking, all awards shall be disbursed as follows:

A. To the cost of restoring the improvements on the Premises; and

B. The balance, if any, to Lessor and Lessee as follows: Lessee shall receive all sums awarded for Lessee-owned improvements and the leasehold estate. Lessor shall receive all sums awarded for the Premises, as unencumbered by the Lessee-owned improvements, but subject to the Lease.

8.07 Obligations of Lessee Under Partial Taking. Promptly after any such Partial Taking, Lessee, at its expense, shall repair, alter, modify or reconstruct the improvements on the Premises so as to make them reasonably suitable for Lessee’s continued occupancy for the uses and purposes for which the Premises are leased. Notwithstanding the foregoing to the contrary, should there be a Partial Taking at any time when there is less than five (5) years remaining on the Initial Term or any remaining Extension Options, Lessee shall be relieved of the obligation to repair, replace and rebuild the same and shall have the right to cancel this Lease by giving written notice of such election within thirty (30) days after the date of such Taking, unless Lessor agrees to extend the Term such that at least five (5) years remain on the Term after such rebuilding. If the Lease is canceled, all awards shall be disbursed in accordance with the Partial Taking provision above.

8.08 Taking of Temporary Use of Premises and Improvements. Upon any Taking of the temporary use of all or any part or parts of the Premises or improvements, or both, for a period less than the remainder of the Term, neither the Term nor the Rental Fees shall be reduced or affected in any way and Lessee shall be entitled to any award for the use or estate taken. If a result of the Taking is to necessitate expenditures for changes, repairs, alterations, modifications or reconstruction of the improvements to make them reasonably suitable for Lessee’s continued occupancy for the uses and purposes for which the Premises are leased, after the termination of such temporary taking, Lessee shall receive, hold and disburse the award in trust for such work. At the completion of the work and the discharge of the Premises and improvements from all liens or claims arising therefrom, Lessee shall be entitled to any surplus and shall be liable for any deficiency. If any such taking is for a period extending beyond the expiration date of the term, the taking shall be treated under the foregoing provisions for Total, Substantial, and partial Takings.

ARTICLE IX - ENCUMBRANCES

9.01 Encumbrance. As used herein the term "Mortgage" includes a deed of trust and the term "Mortgagor" includes the beneficiary under a deed of trust. Lessee may encumber its leasehold estate and its interest in the improvements constructed and to be constructed on the Premises by the execution
and delivery of a Mortgage. The Mortgagee of any such Mortgage may deliver to Lessor a written notice specifying:

A. the amount of the obligation secured by the Mortgage;

B. the date of the maturity or maturities thereof; and

C. the name and mailing address of the Mortgagee.

After receipt of such notice, Lessor shall serve such Mortgagee by certified mail at the latest address furnished by such Mortgagee a copy of every notice of default or demand served by Lessor upon Lessee under the terms and provisions of this Lease so long as such Mortgage is in effect.

9.02 Mortgagee's Rights. Upon receipt of a notice or demand in accordance with the preceding section, Mortgagee shall have one hundred twenty (120) calendar days after receipt of such notice within which, at Mortgagee's election, either:

A. to cure the default if it can be cured by the payment or expenditure of money;

B. to perform such other action as may be necessary to cure the default;

C. to commence performance within such one-hundred-twenty (120) calendar day period and if a non-monetary default cannot be cured within one hundred twenty (120) calendar days, thereafter diligently prosecute same to completion, in which event, the default will have been deemed to have been cured; or

D. to institute foreclosure proceedings and prosecute same diligently to conclusion.

9.03 Rights on Foreclosure. In the event of foreclosure by Mortgagee, the purchaser at the foreclosure sale or the person acquiring Lessee's interest in lieu of foreclosure shall succeed to all of Lessee's rights, interests, duties and obligations under this Lease.

9.04 Mortgagee's Documents. Lessor agrees to review any request from Lender for documentation from Lessor, including but not limited to, estoppels and nondisturbance agreements (collectively "Mortgagee Documents") and shall provide a response to such a request within ten (10) calendar days of receipt ("Document Review Period"). Further, if Lessor deems such request for documentation as reasonable and within the ability of Lessor to execute, Lessor will provide such documentation in a form acceptable to Lessor after review and approval of Lessor's legal counsel. Notwithstanding anything to the contrary contained herein, Lessor shall not be obligated to execute any Lender documents which conflict with the terms of the Lease or are otherwise found objectionable by Lessor's counsel.

ARTICLE X - EXPIRATION, CANCELLATION, ASSIGNMENT AND TRANSFER

10.01 Expiration. This Lease shall expire at the end of the Term or any extension thereof.

10.02 Cancellation. Subject to the provisions of Article IX above, this Lease shall be subject to cancellation by Lessor in the event Lessee shall commit any of the following (each an "Event of Default"): 
A. Be in arrears in the payment of the whole or any part of the Rental Fees agreed upon hereunder for a period of thirty (30) days after the date of Lessee’s receipt of written notice from Lessor that payment was not received when due.

B. Be in violation of any local, state, or federal rules or regulations or in default in the performance of any of the covenants, terms, and conditions required in this Lease (except payment of Rental Fees) to be kept and performed by Lessee, and such violation or default continues for a period of thirty (30) days after the date of Lessee’s receipt of written notice from Lessor to cure such default, unless during such thirty-day period, Lessee shall commence and thereafter diligently perform such action as may be reasonably necessary to cure such default;

C. File in any court a voluntary petition in bankruptcy or insolvency or for the appointment of a receiver or trustee of all or a portion of Lessee’s property;

D. Make any general assignment for the benefit of creditors;

E. Abandon the Premises when any Rental Fees are delinquent;

F. Be adjudged a bankrupt in involuntary bankruptcy proceedings; or

G. Be made a party to any receivership proceeding in which a receiver is appointed for the property or affairs of Lessee, where such receivership is not vacated within ninety (90) days after the appointment of such receiver.

Upon the occurrence of any of the aforesaid Events of Default, Lessor may take immediate possession of the Premises including any and all improvements thereon and remove Lessee’s effects, forcibly if necessary, without being deemed guilty of trespassing.

Failure of Lessor to declare this Lease canceled upon the occurrence of any Event of Default shall not operate to bar or destroy the right of Lessor to cancel this Lease by reason of any subsequent violation of the terms of this Lease.

No receipt or acceptance of money by Lessor from Lessee after the expiration or cancellation of this Lease or after the service of any notice, after the commencement of any suit, or after final judgment for possession of the Premises, shall reinstate, continue, or extend the Term of this Lease, or affect any such notice, demand or suit or imply consent for any action for which Lessor’s consent is required or operate as a waiver of any right of the Lessor to retake and resume possession of the Premises.

10.03 Repossessing and Reletting. Upon the occurrence of an Event of Default (after all applicable notices have been given to Lessee and any Mortgagee and such Event of Default remains uncured after any applicable cure period shall have expired), Lessor may, as its sole and exclusive right and remedy, at once thereafter, or at any time subsequent during the existence of such breach or default:

A. Enter into and upon the Premises or any part thereof and repossess the same, expelling therefrom Lessee and all personal property of Lessee (which property may be removed and stored at the cost of and for the account of Lessee), using such force as may be necessary, upon which event this Lease shall terminate; and

B. Either cancel this Lease by notice or without canceling this Lease, relet the Premises or any part thereof upon such terms and conditions as shall appear advisable to Lessor. If Lessor shall proceed to relet the Premises and the amounts received from reletting the Premises during any month or
part thereof be less than the Rental Fees due and owing from Lessee during such month or part thereof under the terms of this Lease, Lessee shall pay such deficiency to Lessor immediately upon calculation thereof, provided that Lessor has exercised good faith in the terms and conditions of reletting. Payment of any such deficiencies shall be made monthly within ten (10) days after receipt of notice of deficiency.

10.04 Assignment and Transfer. This Lease and/or the Option to Purchase described below may be assigned in whole or in part.

Any person or entity to which this Lease is assigned pursuant to the Bankruptcy Code, 11 U.S.C. 101 et seq., shall be deemed without further act or deed to have assumed all the obligations arising under this Lease on or after the date of such assignment. Any such assignee shall, upon demand, execute and deliver to Lessor an instrument confirming such assumption. In the case of any assignment or transfer of this Lease to an Affiliate of Lessee, Lessee shall not be released from any of its obligations or liability hereunder unless such Affiliate of Lessee shall expressly assume all of the obligations of Lessee under this Lease.

10.05 Subleasing. Lessee shall have the right to sublease all or any part of the Premises hereunder for the same purposes permitted under the terms and provisions of this Lease, including but not limited to the insurance and indemnity requirements. Any such sublease executed after the effective date of this Lease shall be subject to the same conditions, obligations and terms as set forth herein and Lessee shall be responsible for the observance by its Sublessees of the terms and covenants contained in this Lease.

10.06 Rights Upon Expiration. At the expiration of this Lease, Lessor shall be entitled to have the Premises returned to Lessor clear of all improvements above and below ground level and to have the soil compacted to Lessor’s specifications, with no subterranean uses.

Within one hundred twenty (120) calendar days prior to the expiration of this Lease and prior to removing any improvements from the Premises, Lessee, at its own cost and expense, shall cause to be made, executed, and delivered to Lessor two (2) separate bonds, as follows:

A. A contract surety bond in a sum equal to the full amount for the removal of improvements and the compaction of the soil.

   Said bond shall guarantee the faithful performance of necessary construction and completion of removal of the improvements and compaction in accordance with approved final plans and detailed specifications which have been approved by the Director and appropriate City departments; and shall guarantee Lessor against any losses and liability, damages, expenses, claims and judgments caused by or resulting from any failure of Lessee to perform completely the work described as herein provided.

B. A payment bond with Lessee's contractor or contractors as principal, in a sum equal to the full amount of the removal and compaction contract awarded.

   Said bond shall guarantee payment of all wages for labor and services engaged and of all bills for materials, supplies, and equipment used in the performance of said removal and compaction contract.

In accordance with Article 3503.004 of the Texas Insurance Code, if a Performance bond is in an amount of excess of ten percent (10%) of the surety's capital and surplus, the Lessor will require, as a condition to accepting the bond(s), a written certification from the surety that the surety has reinsured the
portion of the risk that exceeds ten percent (10%) of the surety's capital and surplus with one or more reinsurers who are duly authorized, accredited or trusted to do business in the State of Texas.

In lieu of the payment and performance bonds described in Paragraph A and B, above, Lessee may, at Lessee's option, provide Lessor with an Irrevocable Letter of Credit in an amount equal to the full amount of the removal and compaction contract awarded. Such Letter of Credit shall provide for partial draws, and shall have an expiration date of at least ninety (90) calendar days after the completion date provided in the removal and compaction contract. Such Letter of Credit shall be payable upon presentation accompanied by an affidavit by an authorized representative of Lessor indicating that the proceeds to be paid will be used by Lessor to either (i) pay sums due and owing pursuant to the removal contract awarded or (ii) complete removal of the improvements contemplated by the removal and compaction contract.

In addition, upon expiration of this Lease for any reason and no later than thirty (30) calendar days after the complete removal of improvements, Lessee shall provide Lessor with an engineering report on the compaction of the Premises and a Phase I Environmental Site Assessment meeting ASTM standards of the Premises (“the Lessee’s Report”) and if, in the opinion of Lessor, the engineering report on compaction indicates the soil has not been compacted in accordance with approved plans or if Lessee’s Report indicates that the Premises are in violation of applicable Environmental Laws, then Lessee shall perform work as is necessary to cause the Premises to be in compliance with approved plans and applicable Environmental Laws.

Lessee shall have one hundred and eighty (180) calendar days after expiration in which to remove such improvements and compact the soil, at its sole cost and expense; provided that any occupancy by Lessee for the purposes of removing the improvements and compacting the soil and for completing the Lessee’s Report and any required remediation of the Premises shall be subject to the rental due hereunder and provided further that Lessee shall continue to be bound by the terms and conditions of this Lease. Lessee and Lessor agree that this continued tenancy will not be continued as an extension or renewal of the lease term for other than the aforementioned one hundred eighty (180) calendar days.

If Lessee fails to remove said improvements and compact the soil, to provide the required engineering report or an environmental assessment and any required remediation of the Premises, Lessor may elect to perform the identified requirements and lessee shall promptly reimburse Lessor for all its costs upon written notice from Lessor.

Lessor may, at its option, take title to the improvements in lieu of removal by or for Lessee at no additional consideration to Lessee. Lessor acknowledges and agrees that all of the improvements on the Premises as of the effective date of this Lease are the sole property of Lessee. Lessor shall notify Lessee of its election to require removal of the improvements or take possession of the improvements at least ninety (90) calendar days prior to the beginning of the last year of this Lease; provided Lessee may request Lessor to make such election at least one hundred eighty (180) calendar days but not more than three hundred sixty (360) calendar days before the beginning of the last year of this Lease. Option Period or any extension or renewal thereof. If Lessor exercises its option to take title to the improvements, Lessee will not be required to deliver to Lessor an instrument to guarantee the removal of all improvements from the Premises. However, Lessee shall execute all documents deemed necessary by Lessor to effectuate such transfer of title to Lessor.

**ARTICLE XI - GENERAL PROVISIONS**

11.01 Time is of the Essence. Time is and shall be deemed of the essence in respect to the performance of each provision of this Lease.
11.02 **Notices.** Subject to Article IX hereof, all notices provided to be given under this Lease shall be
given by certified or registered mail, return receipt requested, postage fully prepaid, addressed to the
proper party at the following addresses:

Lessor: 
City of El Paso, Texas
Attn: City Manager
P.O. Box 1890
El Paso, Texas 79950-1890

With a copy to: 
City of El Paso, Texas
Attn: City Development Director
P.O. Box 1890
El Paso, Texas 79950-1890

With a copy to: 
City of El Paso, Texas
Attn: City Attorney
P.O. Box 1890
El Paso, TX 79950-1890

Lessee: 
Hunt Metro 31, LLC
4401 N. Mesa
El Paso, Texas 79902-1107
Attn: Gary Sapp

With a copy to: 
Ainsa Hutson, LLP
5809 Acacia Circle
El Paso, Texas 79912
Attn: Mike Ainsa

Any notice so given shall be deemed properly delivered, given, served, or received on the date
shown for delivery or rejection on the return receipt. Any party may change the address to which notices
shall thereafter be given upon five (5) days prior written notice to all other parties in the manner set forth
in this Section.

11.03 **Attorney's Fees.** If either party brings any action or proceedings to enforce, protect or establish
any right or remedy under the terms and conditions of this Lease, the prevailing party shall be entitled to
recover reasonable attorney's fees and all costs incurred, in addition to any other relief sought from the
non-prevailing party.

11.04 **Agreement Made in Texas.** The laws of the State of Texas shall govern the validity,
interpretation, performance and enforcement of this Lease. Venue shall be in the courts in El Paso
County, Texas.

11.05 **Nondiscrimination Covenant.** Lessee, for itself and its successors in interest and assigns, as
part of the consideration hereof, does hereby covenant and agree as follows:

A. That no person on the grounds of race, creed, color, sex, age, disability or national origin
shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination
in the use of the Premises.
B. That in the construction of any improvements on, over, or under the Premises and the furnishing of services thereon, no person on the grounds of race, creed, color, sex, age, disability or national origin shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination.

C. That Lessee shall use the Premises in compliance with all requirements imposed by or pursuant to Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d) and implementing regulations at Title 24 C.F.R. Part 1; Age Discrimination Act of 1975 (42 U.S.C. Sections 6101-07) and implementing regulations at Title 24 C.F.R. Part 146; Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794) and implementing regulations at Title 24 C.F.R. Part 8; and Title 1 of the Americans with Disabilities Act of 1990 (ADA) and implementing regulations at Title 28 CFR Part 35.

D. That, in the event of breach of any of the above nondiscrimination covenants, and failure by Lessee to cure such breach within the time period specified in this Lease, Lessor shall have the right to terminate this Lease and re-enter and repossess the Premises and the improvements thereon, and hold the same as if said Lease had never been made or issued.

11.06 Cumulative Rights and Remedies. All rights and remedies of Lessor herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law. Likewise, the exercise by Lessor of any remedy provided for herein or allowed by law shall not be to the exclusion of any other remedy.

11.07 Interpretation. Lessor and Lessee agree that this Lease has been freely negotiated by both parties and that in the event of any controversy, dispute, or contest over the meaning, interpretation, validity, or enforceability of this Lease or any of its terms, there shall be no inference, presumption, or conclusion drawn whatsoever against the other party by virtue of that party having drafted this Lease or any portion thereof. Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular shall be held to include the plural and vice versa unless the context otherwise requires.

11.08 Entire Agreement; Conflicts. This Lease, the 380 Agreement, and the Development Agreement contain all of the agreements and conditions made between the parties hereto concerning the subject matter hereof, and may not be modified orally or in any manner other than by agreement in writing signed by the parties hereto or their respective successors in interest. Notwithstanding anything to the contrary, except as provided in Section 2.05, in the event of any conflict or inconsistency between the terms of the Development Agreement and this Lease, the terms of the Development Agreement shall prevail and control the agreement of the parties.

11.09 Paragraph Headings. The Table of Contents of this Lease and the captions of the various articles and sections of this Lease are for convenience and ease of reference only, and do not define, limit, augment or describe the scope, context or intent of this Lease or any part or parts of this Lease.

11.10 Severability. If any provision of this Lease is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Lease will not be affected, and in lieu of each provision which is found to be illegal, invalid, or unenforceable, there will be added as part of this Lease a provision as similar to such illegal, invalid, or unenforceable provision as may be possible and which is legal, valid, and enforceable.

11.11 Successors and Assigns. All of the terms, provisions, covenants and conditions of this Lease shall inure to the benefit of and be binding upon Lessor and Lessee and their successors and permitted assigns.
11.12 Waiver of Warranty of Suitability. Lessor disclaims any warranty of suitability that may arise by operation of law. Lessee leases the Premises as is and Lessor does not warrant that there are no latent defects that are vital to Lessee’s use of the Premises for their intended commercial purpose.

11.13 Taxes and Other Charges. Except as provided in the 380 Agreement and the Development Agreement, Lessee shall pay all taxes and governmental charges of any kind whatsoever that may be assessed against the Lessee or the Lessor, with respect to the Premises, any improvements, equipment, personal property or inventory thereon or Lessee’s use and/or occupancy of the Premises, or any improvements thereon, during the term of this Lease including any extensions or option period granted thereto. By March 1 of each year during the term of this Lease and at no cost to Lessor, Lessee shall provide written proof satisfactory to the Director that all taxes and governmental charges of any kind as described herein have been paid in full.

Lessee in good faith may contest any tax or governmental charge; provided that Lessee may not permit such tax or governmental charge to remain unpaid during the period of such contest and any appeal therefrom unless, in the opinion of counsel satisfactory to Lessor, such action will not adversely affect any right or interest of Lessor.

11.14 Restrictions and Reservations. This Lease is subject to all rights-of-way, easements, dedications, restrictions, reservations, and other encumbrances of record and running with the land. Lessor further reserves the right to grant any future rights-of-way, easements, dedications, restrictions, reservations, or encumbrances and Lessee consents to and will diligently execute all documentation necessary to complete any future rights-of-way, easements, dedications, restrictions, reservations, or encumbrances, so long as such grants do not adversely affect Lessee’s use of the Premises.

Lessor reserves for itself and any authorized agent to, at any reasonable time and without notice, enter upon and inspect the Premises for all legal purposes, including without limitation the purpose of ascertaining whether the maintenance of the Premises, and the maintenance, construction, or alteration of structures thereon are in compliance with all Environmental Laws and for the purpose of showing the Premises; Lessor shall not be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

11.15 Survival of Certain Provisions. All provisions of this Lease which expressly or impliedly contemplate or require performance after the cessation, expiration, cancellation, or termination of this Lease shall survive such cessation, expiration or termination of this Lease, including without limitation, the indemnification provisions of Section 3.03, Compliance with Law, and Section 6.05, Indemnification.

11.16 Authorization To Enter Lease. If Lessee signs this Lease as a corporation, each of the persons executing this Lease on behalf of Lessee warrants to Lessor that Lessee is a duly authorized and existing corporation, that Lessee is qualified to do business in the State of Texas, that Lessee has full right and authority to enter into this Lease, and that each and every person signing on behalf of Lessee is authorized to do so. Upon Lessor’s request, Lessee will provide evidence satisfactory to Lessor confirming these warranties.

11.17 Lessee’s Option to Purchase Premises. Lessor hereby grants to Lessee, Affiliate, or assignee an option ("Purchase Option"), exercisable in Lessee’s sole and absolute discretion, to purchase Lessor’s Estate on the following terms and conditions:

A. Exercise Period. The Purchase Option may be exercised during the term of this Lease.
B. Exercise. Lessee shall exercise its Purchase Option by giving written notice thereof ("Purchase Option Notice") to Lessor. The "Option Purchase Price" (herein so called) for Lessor’s Estate shall be the sum of Two Hundred Eighty-Seven Thousand Seven Hundred Sixty and 00/100 Dollars ($287,760.00) as set forth on Exhibit C appended hereto.

C. Conditions Precedent. It shall be a condition precedent to Lessee’s right to exercise the Purchase Option that (i) on the date of this Lease the Premises are located in the Zone; (ii) the Premises conform, or shall conform, with the implementation of a project plan adopted by Lessor for the Zone; (iii) this Lease shall, at the time of delivery of Lessee’s Purchase Option Notice, be in full force and effect; and (iv) there shall not then exist any Event of Default as of the date of delivery of Lessee’s Purchase Option Notice.

D. Closing of Option. The closing ("Purchase Closing") of the sale and purchase of Lessor’s Estate shall occur within thirty (30) days following the exercise by Lessee of the Purchase Option. Upon the Purchase Closing, (a) the Option Purchase Price for Lessor’s Estate shall be paid to the Lessor or its successor in immediately available funds, (b) Lessor’s Estate shall be conveyed to Lessee by warranty deed or other instrument acceptable to the parties, all in form reasonably acceptable to both Lessee and Lessor; (c) the conveyance of the Lessor’s Estate shall be subject only to Permitted Mortgages, and any other reservations from conveyance and/or exceptions to conveyance and warranty as may be reasonably approved by Lessee; (d) Lessor’s Estate shall be conveyed AS IS, WHERE IS, without representation or warranty of any kind, and (e) Lessee shall pay the transfer taxes, title premiums and other closing costs associated with the Purchase Closing.

E. Memorandum of Lease. Concurrently with the execution of this Lease the parties shall execute and deliver a memorandum of this lease, including the reference to the Purchase Option, in substantially the form appended hereto as Exhibit D which memorandum may be filed in the Real Property Records of El Paso County, Texas.

11.18 No Merger: Subleases; Affiliate Subleases. The voluntary or other surrender of this Lease by Lessee, or a mutual cancellation thereof, shall not work a merger and shall, at the option of Lessor (but subject to the rights of any Sublessee or Mortgagee), operate as an assignment to Lessor of any or all Subleases.

11.19 Permitted Mortgages. Lessor agrees that neither the surrender, cancellation, expiration or termination of this Lease, nor Lessor’s acquisition of Lessee’s Estate by any means contemplated hereunder, shall, either by the election of Lessor or by operation of law, work a merger of Lessor’s Estate and Lessee’s Estate unless and until all indebtedness under any Permitted Mortgage has been repaid pursuant to the terms thereof. The lien of such permitted Mortgage shall remain unaffected and in full force and effect upon and following the occurrence of any of the events described in the preceding sentence in accordance with the terms of this Lease.

11.20 Effective Date. Regardless of the date signed, this Lease shall be effective as of December ___, 2014 ("Effective Date").

11.21 Capitalized terms used in this Lease and not otherwise defined shall have the following meanings:

"Affiliate" means with respect to any entity, any other person or entity that directly or indirectly controls, is under common control with, or is controlled by such specified person or entity. For purposes of this definition, the term "control" means the possession, directly or indirectly, of the
power to direct or cause the direction of management, policies, or activities of an entity, whether through ownership or voting securities, by contract or otherwise.

"Affiliate Sublease" has the meaning set forth in Section 9.03 of this Lease.

"Award" has the meaning set forth in Section 8.01G of this Lease.

"Date of Taking" has the meaning set forth in Section 8.01H of this Lease.

"Disabilities Laws" has the meaning set forth in Section 3.03 of this Lease.

"Effective Date" has the meaning set forth in Section 11.20 of this Lease.

"Environmental Laws" has the meaning set forth in Section 3.03A of this Lease.

"Event of Default" has the meaning set forth in Section 10.02 of this Lease.

"Final Plans" means the Approved Plans and Specifications as defined in the Development Agreement.

"Force Majeure" has the meaning set forth in the Development Agreement.

"Full Insurable Value" has the meaning set forth in Section 6.01 of this Lease.

"Government" has the meaning set forth in Section 3.03B(3) of this Lease.

"Hazardous Materials" has the meaning set forth in Section 3.03A(2) of this Lease.

"Improvements" has the meaning set forth in Section 8.01E of this Lease.

"Initial Term" has the meaning set forth in Section 4.01 of this Lease.

"Lessor" has the meaning set forth in the first paragraph of this Lease.

"Lessor's Estate" means all of Lessor's right, title, and interest in the fee estate of the Premises, its reversionary interest in the Improvements pursuant hereto, and all other rent and benefits due Lessor hereunder.

"Lease" has the meaning set forth in the first paragraph of this Lease.

"Lease Expiration Date" means the earlier to occur of the following dates: (a) that date which is fifty (50) years following the Commencement Date (subject to extension as provided in Section 4.02 hereof, or (b) that date upon which this Lease is sooner terminated pursuant to the provisions of this Lease or the mutual agreement of the parties hereto.

"Mortgagee" means any one or more holders of the beneficial interest and secured position under any Permitted Mortgage.

"Notice of Intended Taking" has the meaning set forth in Section 8.01F of this Lease.
“Option Purchase Price” has the meaning set forth in Section 11.17B of this Lease.

“Partial Taking” has the meaning set forth in Section 8.01D of this Lease.

“Permitted Mortgage” means collectively (a) any deed(s) of trust and other collateral security instruments (including, without limitation, financing statements, security agreements and other documentation required pursuant to the Texas Uniform Commercial Code, and any absolute or conditional assignments of rents and subleases) serving as security for one or more construction loans and/or permanent loans (otherwise permitted to be incurred hereunder) which encumber Lessee’s Estate or any portion thereof, together with any modification, substitution, amendment, extension, increase, refinancing, replacement or recasting (otherwise permitted to be incurred hereunder) thereof and (b) any instruments required in connection with an assignment-sublease back transaction involving Lessee’s Estate; provided, however, in no event shall any such Permitted Mortgage encumber Lessor’s Estate and in no event shall the term “Permitted Mortgage” include a deed of trust or other collateral security instrument in favor of a Sublease Lender or otherwise covering Subleased Premises.

“Person” whether or not capitalized, means an individual, a partnership, a corporation, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, a governmental entity (or any department, agency or political subdivision thereof) or other entity.

“Premises” has the meaning set forth in Section 1.01 of this Lease.

“Project” has the meaning set forth in Section 1.03 of this Lease.

“Purchase Closing” has the meaning set forth in Section 11.17D of this Lease.

“Purchase Option Notice” has the meaning set forth in Section 11.17B of this Lease.

“Purchase Option” has the meaning set forth in Section 11.17 of this Lease.

“Release” has the meaning set forth in Section 3.03A(3) of this Lease.

“Rental Fee” has the meaning set forth in Section 5.01 of this Lease.

“Sublease” means any present or future ground sublease, space sublease, use or occupancy agreement, entered into in accordance with Section 10.05 hereof, and any modification, extension or termination of any of the foregoing entered into in accordance with Section 10.05 hereof. Subleases shall also include any ground lease, space lease, use or occupancy agreement between Lessee, as lessor thereunder, and a lessee, the demised premises under which are situated within the Premises.

“Sublessee” means any person or entity entitled to the use of all or any portion of the Premises under any Sublease. Sublessees shall also include each lessee under any ground lease, space lease, use or occupancy agreement between Lessee, as lessor thereunder, and such lessee, the demised premises under which are situated within the Premises.

“Substantial Completion” has the means the later of (i) the Architect’s issuance of a Certificate of Substantial Completion for the applicable improvement or (ii) Lessor’s issuance of a Certificate of Occupancy for such improvement.

“Substantial Taking” has the meaning set forth in Section 8.01C of this Lease.
“Survey” has the meaning set forth in Section 2.02 of this Lease.

“Taking” has the meaning set forth in Section 8.01A of this Lease.

“Lessee” has the meaning set forth in the first paragraph of this Lease.

“Lessee Affiliates” has the meaning set forth in Section 9.03 of this Lease.

“Lessee’s Estate” means all of Lessee’s right, title and interest in its leasehold estate in the Premises, its fee estate in the improvements, and its interest under this Lease.

“Term” has the meaning set forth in Section 4.01 of this Lease.

“Third Option Period” has the meaning set forth in Section 4.02 of this Lease.

“Title Commitment” has the meaning set forth in Section 2.02 of this Lease.

“Title Company” has the meaning set forth in Section 2.02 of this Lease.

“Total Taking” has the meaning set forth in Section 8.01B of this Lease.

“Zone” has the meaning set forth in the Recitals.
IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement on
the date first written above.

LESSOR: CITY OF EL PASO

[Signature]
Tomás González
City Manager

APPROVED AS TO FORM:

[Signature]
Karla M. Nathan
Assistant City Attorney

APPROVED AS TO CONTENT:

[Signature]
Mathew McElroy, Director
City Development

ATTEST:

[Signature]
[Name]
[Title]

LESSEE: Hunt Metro 31, LLC

By: [Signature]
Hunt ERC, Ltd., Its Lessor
Printed Name: [Name]
Title: Executive Vice President

(ACKNOWLEDGMENTS ON FOLLOWING PAGE)
ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF EL PASO

This instrument was acknowledged before me on this 5th day of Jan., 2015, by Mary B. Hagg in her capacity as Executive Vice President of Hunt Metro 31, LLC, a Delaware limited liability company, Lessee, on behalf of said company.

Notary Public, State of Texas

My Commission Expires:

04/25/2018

ACKNOWLEDGMENT

THE STATE OF

COUNTY OF

This instrument was acknowledged before me on this 3rd day of December, 2014, by Tomás González as City Manager of the City of El Paso, Texas, on behalf of the City of El Paso, Texas (Lessor).

Notary Public, State of

My Commission Expires:

02/24/2017

27
EXHIBIT A

Legal Description of Premises
Property description: 30.802 acres, being a portion of Lot 1A and all of Lot 7, Block 6, Northgate Replat C and all of Lot 4, Block 6, Northgate, El Paso, El Paso County, Texas

METES AND BOUNDS DESCRIPTION

The parcel of land herein described is 30.802 acres, being a portion of Lot 1A and all of Lot 7, Block 6, Northgate Replat "C" (Book 62, Page 45, Plat Records, El Paso County, Texas) and all of Lot 4, Block 6, Northgate (Book 10, Pages 30 and 31, Plat Records, El Paso County, Texas), El Paso, El Paso County, Texas, and is more particularly described by metes and bounds as follows:

COMMENCING at the intersection of the common boundary between Lots 1A and 6, Block 6, Northgate Replat "C" and Lot 3, Block 6, Northgate, said point also being the POINT OF BEGINNING of this description;

THENCE, South 89° 02' 30" West, along the northerly boundary of Lot 3, Block 6, Northgate, a distance of 844.92 feet to the common boundary between Lots 3 and 4, Block 6, Northgate;

THENCE, 180.90 feet continuing said northerly boundary and along the arc of a curve to the right, having a radius of 115.43 feet, a central angle of 89° 47' 30", and a chord which bears North 46° 03' 45" West, a distance of 62.95 feet to the easterly boundary of Lot 3, Block 6;

THENCE, North 1° 10' 00" West, along said boundary, a distance of 844.07 feet to the easterly right-of-way of Dyer Street (100-foot right-of-way, February 5, 1996, Book 605, Page 477, Deed Records, El Paso County, Texas);

THENCE, North 29° 25' 00" East, along said right-of-way, a distance of 2.15 feet to the southerly boundary of that certain parcel of land described July 28, 2005, in Book 4645, Page 1491, Deed Records, El Paso County, Texas;

THENCE, South 60° 35' 00" East, along said boundary, a distance of 244.61 feet;

THENCE, North 89° 39' 53" East, continuing along said boundary, a distance of 48.36 feet to the easterly boundary of said parcel;

THENCE, North 29° 68' 39" East, along said boundary, a distance of 101.30 feet to the southerly boundary of that certain parcel of land described August 23, 2002, in Book 4323, Page 748, Deed Records, El Paso County, Texas;

THENCE, along said boundary, the following courses:

South 60° 35' 00" East, a distance of 40.75 feet;

North 29° 25' 00" East, a distance of 161.84 feet;

South 60° 35' 00" East, a distance of 37.81 feet;

North 29° 25' 00" East, a distance of 62.38 feet to the southerly right-of-way of Wren Avenue (80-foot right-of-way, Northgate);

THENCE, along said right-of-way, the following courses:

147.78 feet along the arc of a curve to the left, having a radius of 461.09 feet, a central angle of 18° 21' 49", and a chord which bears South 81° 56' 35" East, a distance of 147.15 feet;

North 88° 52' 30" East, a distance of 466.69 feet;

262.19 feet along the arc of a curve to the right, having a radius of 448.98 feet, a central angle of 33° 27' 30", and a chord which bears South 74° 23' 45" East, a distance of 258.48 feet;

South 57° 40' 00" East, a distance of 40.66 feet;

65.78 feet along the arc of a curve to the left, having a radius of 522.72 feet, a central angle of 7° 12' 37", and a chord which bears South 61° 16' 18" East, a distance of 65.74 feet to the westerly boundary of Lot 6, Block 6, Northgate Replat "C";

THENCE, South 1° 10' 00" East, along said boundary, a distance of 720.11 feet to the northerly boundary of Lot 6;

THENCE, South 89° 02' 30" West, along said boundary, a distance of 467.50 feet;

Page 1 of 2
16-0048A.docx

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THENCE, 23.56 feet continuing along said boundary and along the arc of a curve to the left, having a radius of 15.00 feet, a central angle of 90° 00' 00'', and a chord which bears South 44° 02' 30'' West, a distance of 21.21 feet to the westerly boundary of Lot 6;

THENCE, South 9° 57' 30'' East, along said boundary, a distance of 193.02 feet to the POINT OF BEGINNING of this description.

Said parcel of land contains 30.802 acres (1,341,722 square feet) of land more or less.

NOTE: THIS DESCRIPTION IS BASED ON RECORD INFORMATION AND IS NOT INTENDED TO REPRESENT AN ON-THE-GROUND SURVEY. A PLAT OF EVEN DATE HEREWITH ACCOMPANIES THIS DESCRIPTION.

ROBERT SEIPEL ASSOCIATES, INC.
Professional Land Surveyors
Texas Reg. Surveying Firm 10060500

Robert R. Seipel, R.P.L.S.
President
Texas License No. 4178

Job Number 14-0048A
November 17, 2014
NOTE:

1. NORTHSIDE REPLAT "C" IS RECORDED IN BOOK 2, PAGE 33, PLAT RECORDS, EL PASO COUNTY, TEXAS.

2. THIS PLAT IS BASED ON RECORD INFORMATION AND IS NOT INTENDED TO REPRESENT AN ON-THE-GROUND SURVEY.
   A NARRATIVE METES AND BOUNDS DESCRIPTION OF EVEN DATE HEREBY ACCOMPANIES THIS PLAT.

3. THE WREN AVENUE RIGHT-OF-WAY IS FROM THE PLAT OF NORTHSIDE IN BOOK 10, PAGES 30 AND 31, PLAT
   RECORDS, EL PASO COUNTY, TEXAS.

4. THE TIBER STREET RIGHT-OF-WAY WAS DEPICTED FEBRUARY 5, 1936, IN BOOK 506, PAGE 474, DEED RECORDS,
   EL PASO COUNTY, TEXAS.

5. BASIS-OF-BEARINGS IS THE MONUMENTED CENTERLINE OF MARIE TOWN DRIVE AS SHOWN ON THE PLAT OF TOWN
   PARK ADDITION IN BOOK 17, PAGE 7, PLAT RECORDS, EL PASO COUNTY, TEXAS.

6. NEITHER EXISTING IMPROVEMENTS NOR EXISTING EASEMENTS WERE ADDRESSED AS PART OF THIS PLAT.

---

**LINE TABLE**

<table>
<thead>
<tr>
<th>LINE</th>
<th>BEARING</th>
<th>DISTANCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>T1</td>
<td>N29°23'00&quot;E</td>
<td>2.15'</td>
</tr>
<tr>
<td>T2</td>
<td>S60°35'00&quot;E</td>
<td>244.01'</td>
</tr>
<tr>
<td>T3</td>
<td>N89°59'53&quot;E</td>
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<td>T4</td>
<td>N29°08'39&quot;E</td>
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</tr>
<tr>
<td>T5</td>
<td>S60°35'00&quot;E</td>
<td>40.75'</td>
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<tr>
<td>T6</td>
<td>N28°25'00&quot;E</td>
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<tr>
<td>T7</td>
<td>S60°35'00&quot;E</td>
<td>37.81'</td>
</tr>
<tr>
<td>T8</td>
<td>N29°25'00&quot;E</td>
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</tr>
<tr>
<td>T9</td>
<td>S57°40'00&quot;E</td>
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<tr>
<td>T10</td>
<td>S05°30'00&quot;E</td>
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**CURVE TABLE**

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<th>RADIUS</th>
<th>ARC</th>
<th>CHORD BEARING</th>
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<tr>
<td>C1</td>
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<td>180.90'</td>
<td>N46°03'45&quot;W</td>
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<tr>
<td>C2</td>
<td>18°21'49&quot;</td>
<td>451.09'</td>
<td>147.76'</td>
<td>S81°56'35&quot;E</td>
</tr>
<tr>
<td>C3</td>
<td>33°27'30&quot;</td>
<td>446.98'</td>
<td>262.19'</td>
<td>S74°23'45&quot;E</td>
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<tr>
<td>C4</td>
<td>7°12'37&quot;</td>
<td>522.72'</td>
<td>65.76'</td>
<td>S81°16'18&quot;E</td>
</tr>
<tr>
<td>C5</td>
<td>0°00'00&quot;</td>
<td>15.00'</td>
<td>23.56'</td>
<td>S54°02'30&quot;W</td>
</tr>
</tbody>
</table>

**POINT OF COMMENCING/POINT OF BEGINNING**

---

**ROBERT SEIPEL ASSOCIATES, INC.**

**PROFESSIONAL LAND SURVEYSORS**

1845 NORTHWESTERN DR, SUITE C, EL PASO, TX 79912  915-877-1928

30.002 ACRES, BEING A PORTION OF LOT 1A AND ALL OF LOT 7, BLOCK 6, NORTHSIDE REPLAT "C" AND ALL OF LOT 4, BLOCK 5, NORTHSIDE, EL PASO, EL PASO COUNTY, TEXAS.

Texas Reg. Surveying Firm 10960500

All Rights Reserved
EXHIBIT B

Annual Base Rental for Component Parcels
# Base Rental for Component Parcels

Exhibit B

All Rents are compounded and accrued, paid at component monetization. Projected hold times may vary.

## City of El Paso

<table>
<thead>
<tr>
<th>Block</th>
<th>Square Feet</th>
<th>Acres</th>
<th>Value</th>
<th>per foot</th>
<th>Escalator</th>
<th>Hold (in years)</th>
<th>Payment at Monetization</th>
</tr>
</thead>
<tbody>
<tr>
<td>Block 2 Open Space/Park</td>
<td>23,057.33</td>
<td>0.529</td>
<td>119,230</td>
<td>5.171</td>
<td>5%</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Block 3 Park/Concert Stage</td>
<td>23,937.63</td>
<td>0.550</td>
<td>123,783</td>
<td>5.171</td>
<td>5%</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Block 6 Park</td>
<td>21,025.00</td>
<td>0.483</td>
<td>108,721</td>
<td>5.171</td>
<td>5%</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Block 7 Open Space/Park</td>
<td>17,416.76</td>
<td>0.400</td>
<td>90,063</td>
<td>5.171</td>
<td>5%</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Portion of Street Rights of Way</td>
<td>181,642.22</td>
<td>4.170</td>
<td>939,280</td>
<td>5.171</td>
<td>5%</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>City Land Allocation</td>
<td>267,078.94</td>
<td>6.131</td>
<td>1,381,077</td>
<td>5.171</td>
<td>5%</td>
<td>0</td>
<td></td>
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</tbody>
</table>

## Sun Metro

<table>
<thead>
<tr>
<th>Block</th>
<th>Square Feet</th>
<th>Acres</th>
<th>Value</th>
<th>per foot</th>
<th>Escalator</th>
<th>Hold (in years)</th>
<th>Payment at Monetization</th>
</tr>
</thead>
<tbody>
<tr>
<td>Block 2 Parking Garage</td>
<td>86,381.70</td>
<td>1.983</td>
<td>446,684</td>
<td>5.171</td>
<td>5%</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>(Less Hunt share of Garage)</td>
<td>(54,442.25)</td>
<td>(1.250)</td>
<td>(281,523)</td>
<td>5.171</td>
<td>5%</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Portion of Street Rights of Way</td>
<td>140,030.78</td>
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<td>724,105</td>
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<td>5%</td>
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<tr>
<td>Block 2 Transit Station</td>
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<td>455,246</td>
<td>5.171</td>
<td>5%</td>
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<tr>
<td>Block 2 Building Area</td>
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<td>5.171</td>
<td>5%</td>
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<tr>
<td>Sun Metro Land Allocation</td>
<td>268,155.36</td>
<td>6.156</td>
<td>1,386,643</td>
<td>5.171</td>
<td>5%</td>
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## Affordable Housing

<table>
<thead>
<tr>
<th>Block</th>
<th>Square Feet</th>
<th>Acres</th>
<th>Value</th>
<th>per foot</th>
<th>Escalator</th>
<th>Hold (in years)</th>
<th>Payment at Monetization</th>
</tr>
</thead>
<tbody>
<tr>
<td>Block 5</td>
<td>55,648.41</td>
<td>1.278</td>
<td>287,760</td>
<td>5.171</td>
<td>5%</td>
<td>2</td>
<td>317,256</td>
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<tr>
<td>Affordable Housing Land Allocation</td>
<td>55,648.41</td>
<td>1.278</td>
<td>287,760</td>
<td>5.171</td>
<td>5%</td>
<td>2</td>
<td>317,256</td>
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</tbody>
</table>

## Hunt Project Land

<table>
<thead>
<tr>
<th>Block</th>
<th>Square Feet</th>
<th>Acres</th>
<th>Value</th>
<th>per foot</th>
<th>Escalator</th>
<th>Hold (in years)</th>
<th>Payment at Monetization</th>
</tr>
</thead>
<tbody>
<tr>
<td>Block 1</td>
<td>98,662.64</td>
<td>2.265</td>
<td>510,189</td>
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<td>5%</td>
<td>10</td>
<td>831,044</td>
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<tr>
<td>Block 2</td>
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<td>655,143</td>
<td>5.171</td>
<td>5%</td>
<td>10</td>
<td>1,067,159</td>
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<tr>
<td>Block 4</td>
<td>172,656.72</td>
<td>3.964</td>
<td>892,816</td>
<td>5.171</td>
<td>5%</td>
<td>10</td>
<td>1,454,302</td>
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<tr>
<td>Block 5</td>
<td>161,033.25</td>
<td>3.697</td>
<td>832,710</td>
<td>5.171</td>
<td>5%</td>
<td>10</td>
<td>1,356,397</td>
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<tr>
<td>Block 6</td>
<td>191,473.09</td>
<td>4.396</td>
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<td>5%</td>
<td>10</td>
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<tr>
<td>Block 7</td>
<td>12,288.72</td>
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<td>5%</td>
<td>10</td>
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<tr>
<td>Total Hunt Project Land</td>
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<td>17.512</td>
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<td>5.171</td>
<td>5%</td>
<td>10</td>
<td>6,425,206</td>
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</tbody>
</table>
EXHIBIT C

Allocated Land Values

Values shown without projected 5% carry.

<table>
<thead>
<tr>
<th>Total Land</th>
<th>Acres</th>
<th>Value</th>
<th>per foot</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>31.076</td>
<td>7,000,000</td>
<td>5.171</td>
</tr>
</tbody>
</table>

City: Parks, Open Space and Rights of Ways

| Block 2 Open Space/Park | 23,057.33 | 0.529 | 119,230 | 5.171 |
| Block 3 Park/Concert Stage | 23,937.63 | 0.650 | 123,783 | 5.171 |
| Block 4 Park | 21,025.00 | 0.483 | 108,721 | 5.171 |
| Block 7 Open Space/Park | 17,416.76 | 0.400 | 90,063 | 5.171 |
| Portion of Street Rights of Way | 181,642.22 | 4.170 | 939,280 | 5.171 |

City Land Allocation | 267,078.94 | 6.131 | 1,381,077 | 5.171 |

Sun Metro: Transit station & share of buildings and garage

| Block 2 Parking Garage | 86,381.70 | 1.983 | 446,684 | 5.171 |
| Block 2 Parking Garage (Less Hunt share of Garage) | (54,442.25) | (1.250) | (281,523) | 5.171 |
| Portion of Street Rights of Way | 140,030.78 | 3.215 | 724,105 | 5.171 |
| Block 2 Transit Station | 88,037.46 | 2.021 | 455,246 | 5.171 |
| Block 2 Building Area | 8,147.67 | 0.187 | 42,132 | 5.171 |

Sun Metro Land Allocation | 268,155.36 | 6.156 | 1,386,643 | 5.171 |

Affordable Housing

| Block 5 | 55,648.41 | 1.278 | 287,760 | 5.171 |

Affordable Housing Land Allocation | 55,648.41 | 1.278 | 287,760 | 5.171 |

Remaining Land (HUNT) | 762,809.01 | 17.512 | 3,944,519 | 5.171 |

Total Land Allocation | 1,353,691.72 | 31.076 | 7,000,000 | 5.171 |

Hunt Project Land

| Block 1 | 98,862.64 | 2.265 | 510,189 | 5.171 |
| Block 2 | 126,694.59 | 2.909 | 655,143 | 5.171 |
| Block 4 | 172,056.72 | 3.964 | 892,816 | 5.171 |
| Block 5 | 161,033.25 | 3.697 | 832,710 | 5.171 |
| Block 6 | 191,473.09 | 4.396 | 990,116 | 5.171 |
| Block 7 | 12,288.72 | 0.282 | 63,546 | 5.171 |

Total Hunt Project Land | 762,809.01 | 17.512 | 3,944,519 | 5.171 |
EXHIBIT D

Form of Memorandum of Lease

AFTER RECORDING RETURN TO:

Hunt Metro 31, LLC
4401 N. Mesa
El Paso, Texas 79902-1107

MEMORANDUM OF LEASE

(AFORDABLE RESIDENTIAL HOUSING LEASE)

Date: ________________, 20__

Lessor: City of El Paso, Texas,
a Texas home-rule municipal corporation

Lessor’s Mailing Address: P. O. Box 1890
El Paso, El Paso County, Texas 79950-1890

Lessee: Hunt Metro 31, LLC,
A Delaware limited liability company

Lessee’s Mailing Address: 4401 N. Mesa Street
El Paso, El Paso County, Texas 79902-1107

Date of Lease: ________________, 20__

Premises: ______ acres, ___________________________________, El Paso, El Paso County, Texas, as more particularly described in Exhibit A appended hereto and made a part hereof.

Term: Beginning on ________________, 20__ (the “Effective Date”), and terminating fifty (50) years after the Effective Date (as it may be extended, the “Term”), subject to an option to extend the Term for an additional term of thirty (30) years.

Purchase Option: Lessor grants Lessee the option to purchase the Premises during the Term of the Lease.

Additional Provisions: This Memorandum of Lease shall not be construed to change, vary, modify, or interpret the Lease or any of the terms, provisions, covenants, or conditions thereof, and any inconsistency between the Lease and this Memorandum of Lease shall be resolved in favor of the Lease. The Lease is incorporated by reference and is binding on Lessor and Lessee.
IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement on the date first written above.

LESSOR: CITY OF EL PASO

[Signature]
Tomás González
City Manager

APPROVED AS TO FORM:

[Signature]
Karla M. Shuman
Assistant City Attorney

APPROVED AS TO CONTENT:

[Signature]
Mathew McElroy, Director
City Development

ATTEST:

[Signature]
[Printed Name:]
[Title:]

LESSEE: HUNT METRO 31, LLC

By: [Signature]
[Printed Name:]
[Title:]

[Acknowledgments on following page]
ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF EL PASO

This instrument was acknowledged before me on this 5th day of Jan., 2015, by Doug B. Capp in his/her capacity as Vice President of Hunt Metro 31, LLC, a Delaware limited liability company, Lessee, on behalf of said company.

Notary Public, State of Texas

My Commission Expires:
04/25/2018

ACKNOWLEDGMENT

THE STATE OF

COUNTY OF

This instrument was acknowledged before me on this 3rd day of December, 2014, by Tomás González as City Manager of the City of El Paso, Texas, on behalf of the City of El Paso, Texas (Lessor).

Notary Public, State of

My Commission Expires:
2-24-2017
THE FOLLOWING COMMITMENT FOR TITLE INSURANCE IS NOT VALID UNLESS YOUR NAME AND THE POLICY AMOUNT ARE SHOWN IN SCHEDULE A AND OUR AUTHORIZED REPRESENTATIVE HAS COUNTERSIGNED BELOW.

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

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

First American Title Insurance Company

Dennis J. Gilmore
President

Jeffrey S. Robinson
Secretary

By: [Signature]
Authorized CounterSignature

(This Commitment is valid only when Schedules A, B, C, and D are attached)
Title insurance insures you against loss resulting from certain risks to your title.

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

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

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

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

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

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

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

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

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

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

- CONDITIONS are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.
You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-888-632-1642 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

You can also get a brochure that explains the policy from the Texas Department of Insurance by calling 1-800-252-3439.

Before the Policy is issued, you may request changes in the policy. Some of the changes to consider are:

- Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner's Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company's other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.

- Allow the Company to add an exception to "rights of parties in possession." If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.

CONDITIONS AND STIPULATIONS

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

2. Our liability is only to you, and others who are included in the definition of Insured in the Policy to be issued. Our liability is only for actual loss incurred in your reliance on this Commitment to comply with its requirements, or to acquire the interest in the land. Our liability is limited to the amount shown in Schedule A of this Commitment and will be subject to the following terms of the Policy: Insuring Provisions, Conditions and Stipulations, and Exclusions.
IMPORTANT NOTICE
To obtain information or make a complaint:
You may call First American Title Insurance Company's toll-free telephone number for information or to make a complaint at:
1-888-632-1642

You may also write to First American Title Insurance Company at:
1 First American Way
Santa Ana, California 92707

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:
1-800-252-3439

You may write the Texas Department of Insurance:
P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:
Should you have a dispute concerning your premium or about a claim you should contact First American Title Insurance Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:
This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE
Para obtener información o para someter una queja:
Usted puede llamar al número de teléfono gratis de First American Title Insurance Company para información o para someter una queja al:
1-888-632-1642

Usted también puede escribir a First American Title Insurance Company:
1 First American Way
Santa Ana, California 92707

Puede comunicarse con el Departamento de Seguros de Texas para obtener información acerca de compañías, coberturas, derechos o quejas al:
1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:
P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:
Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el First American Title Insurance Company primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA:
Este aviso es solo para propósito de información y no se convierte en parte o condición del documento adjunto.
COMMITMENT FOR TITLE INSURANCE  T-7

ISSUED BY

FIRST AMERICAN TITLE INSURANCE COMPANY

SCHEDULE A

Effective Date: December 28, 2017, 5:00 pm
Commitment No. __________________________, issued January 12, 2018,

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: $489,117.82
      PROPOSED INSURED: Metro 31 Senior Community, LTD
   b. TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE
      ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)
      Policy Amount:
      PROPOSED INSURED:
   c. LOAN POLICY OF TITLE INSURANCE (Form T-2)
      Policy Amount:
      PROPOSED INSURED:
      Proposed Borrower:
   d. TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE
      (Form T-2R)
      Policy Amount:
      PROPOSED INSURED:
      Proposed Borrower:
   e. LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN
      (Form T-13)
      Binder Amount:
      PROPOSED INSURED:
      Proposed Borrower:
   f. OTHER
      Policy Amount:
      PROPOSED INSURED:

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

3. Record title to the land on the Effective Date appears to be vested in:
   THE CITY OF EL PASO, A MUNICIPAL CORPORATION

FORM T-7: Commitment for Title Insurance
4. Legal description of land:
Lot 7, Block 6, NORTHGATE REPLAT "C", an addition to the City of El Paso, El Paso County, Texas, according to the plat thereof on file in Volume 62, Page 45, Real Property Records, El Paso County, Texas.

The site is said by the contract to be Lot 4A in the Concept Plan - bps
SCHEDULE B
EXCEPTIONS FROM COVERAGE

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

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

   Restrictive Covenants recorded in/under Volume 71, Page 1134, Real Property Records of El Paso County, Texas but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin.

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

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

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

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

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

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

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

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

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

   b. Rights of parties in possession. (Owners Title Policy)

   c. Any and all claims of right, title and interest to the land, including but not limited to any right of possession or claim for damages relating to the land which has been asserted or may be asserted, of record or not, by or on behalf of any Indian or Indian Tribe, including but not limited to the Tigua Indian Tribe of El Paso, Texas, also known as Pueblo De La Ysleta del Sur, also known as the Ysleta del Sur Pueblo Indian Tribe, also known as the Tigua Indian Community, including by not limited to claims appearing in Affidavit of Julian Granillo, filed for record April 16, 1993, recorded in Volume 2553, Page 1958, Real Property Records of El Paso County, Texas.

   Company insures the Insured against loss, if any, sustained by the insured under the terms of this Policy by reason of the enforcement of said rights as to the land. Company agrees to provide defense to the Insured in accordance with the terms of this Policy if suit is brought against the Insured to enforce said rights as to the land.
Continuation of Schedule B

GF No. 180035-COM

d. OWNER POLICY:

Any and all liens arising by reason of unpaid bills or claims for work performed or materials furnished in connection with improvements placed, or to be placed, upon the subject land. However, the Company does insure the Insured against loss, if any, sustained by the Insured under this policy if such liens have been filed with the County Clerk of El Paso County, Texas, prior to the date hereof.

Liability hereunder at the date hereof is limited to $____________. Liability shall increase as contemplated improvements are made, so that any loss payable hereunder shall be limited to said sum plus the amount actually expended by the Insured as improvements at the time the loss occurs. Any expenditures made for improvements, subsequent to the date of this policy, will be deemed made as of the date of this policy. In no event shall the liability of the Company hereunder exceed the face amount of this policy. Nothing contained in this paragraph shall be construed as limiting any exception or any printed provision of this policy.

(OWNER POLICY ONLY)

(EXCEPTION MAY BE DELETED IF PROPOSED TRANSACTION DOES NOT INCLUDE COST OF CONTEMPLATED IMPROVEMENTS, CONSTRUCTION OR REPAIRS.)

e. LOAN POLICY

Any and all liens arising by reason of unpaid bills or claims for work performed or materials furnished in connection with improvements placed, or to be placed, upon the subject land. However, the Company does insure the Insured against loss, if any, sustained by the Insured under this Policy if such liens have been filed with the County Clerk of El Paso County, Texas, prior to the date hereof.

Pending disbursement of the full proceeds of the loan secured by the lien instrument set forth under Schedule A hereof, this policy insures only to the extent of the amount actually disbursed, but increases as each disbursement is made in good faith and without knowledge of any defects in, or objections to, the title up to the face amount of the policy. Nothing contained in this paragraph shall be construed as limiting any exception under Schedule B, or any printed provision of this policy.

(LOAN POLICY ONLY)

(EXCEPTION MAY BE DELETED IF PROPOSED TRANSACTION DOES NOT INCLUDE COST OF CONTEMPLATED IMPROVEMENTS, CONSTRUCTION OR REPAIRS AND LOAN PROCEEDS ARE FULLY DISBURSED).
f. Any encroachment, encumbrance, violation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.

   (NOTE: UPON RECEIPT OF A SURVEY ACCEPTABLE TO COMPANY, THIS EXCEPTION WILL BE DELETED. COMPANY RESERVES THE RIGHT TO ADD ADDITIONAL EXCEPTIONS PER ITS EXAMINATION OF SAID SURVEY.)

g. Agreement modifying set back line as shown on the plat of "Northgate" recorded in Plat Volume 10, Page 30 and in Volume 42, Page 466, Real Property Records, El Paso County, Texas.

h. Easement to EL PASO ELECTRIC COMPANY and MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY in Volume 125, Page 536, Real Property Records, El Paso County, Texas.

i. Rezoning contract and restrictions between NORTHGATE OF EL PASO, INC. and THE CITY OF EL PASO, in Volume 71, Page 1134, Real Property Records, El Paso County, Texas.


k. Easement to Southern Union Gas Company recorded in Volume 1565, Page 82, Real Property Records, El Paso County, Texas, and assigned to Texas Gas Service Company in Volume 4427, Page 1187, Real Property Records, El Paso County, Texas, and Volume 4427, Page 1172, Real Property Records, El Paso County, Texas and Assignment and Assumption under Clerk's File No. 20140023799, Real Property Records, El Paso County, Texas.


n. Easement to EL PASO ELECTRIC COMPANY in Volume 1664, Page 1656 and Volume 120, Page 1453, Real Property Records, El Paso County, Texas.
o. Easement to The City of El Paso for the use and benefit of its Public Service Board recorded in Volume 2816, Page 616 and Volume 2023, Page 240, Real Property Records, El Paso County, Texas.

SCHEDULE C

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

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

2. Satisfactory evidence must be provided that:
   a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
   b. all standby fees, taxes, assessments and charges against the property have been paid,
   c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic’s, laborer’s or 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. Require a Deed into proposed Seller prior to closing.

6. NOTE: The title insurance policy being issued to you contains an arbitration provision. It allows you or the Company to require arbitration if the amount of insurance is $2,000,000.00 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision BEFORE the policy is issued. If you are the purchaser in the transaction and elect deletion of the arbitration provision, a form will be presented to you at closing for execution. If you are the lender in the transaction and desire deletion of the arbitration provision, please inform us through your Loan Closing Instructions. (Not applicable to the Texas Residential Owner Policy)

7. NOTE: Please be advised if a partnership, joint venture, trust, or a corporation is involved in this transaction, either as a seller, purchaser or borrower, we will require for our review prior to closing, copies of the partnership agreement, joint venture agreement, trust agreement, or corporate resolution authorizing the transaction, and evidence that the corporation is in good standing to authorize the insured transaction.
8. We must be in receipt of a tax certificate indicating all taxes paid through the year preceding the current year as shown on Schedule B, prior to closing.

9. NOTE: The Texas Secretary indicates that a Texas Notary Public must use an identification card issued by a governmental agency or a passport issued by the United States to identify the signer. Parties to the transaction must be prepared to furnish acceptable picture identification at closing.

10. Funds deposited by parties to the transaction must comply with Texas Department of Insurance Procedural Rule P-27. To avoid delays in disbursement, Company recommends that deposits in excess of $100,000 be made by wire transfer. Contact your closing team for wiring instructions.

11. NOTE: Copies of the title exceptions shown on Schedule B of this commitment are available for view or print on the El Paso County, Texas website at www.epcounty.com under Official Public Records.

Countersigned
WestStar Title, LLC

By: [Signature]
COMMITMENT FOR TITLE INSURANCE

SCHEDULE D

GF No. 180035-COM

Effective Date: December 28, 2017, 5:00 pm

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

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

   Underwriter: First American Title Insurance Company, A California Corporation

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

   First American Title Insurance Company, a California Corporation - 100%

   DIRECTORS:
   Dennis J. Gilmore, Mark J. Harmsworth, Parker S. Kennedy, Jeffrey S. Robinson and Timothy V. Kemp

   OFFICERS:
   President: Dennis J. Gilmore; Executive Vice President, Chief Financial Officer: Mark J. Harmsworth; Vice President, Secretary: Timothy V. Kemp; and Executive Vice President, Business Director: John M. Hollenbeck

2. The following disclosures are made by WestStar Title, LLC pursuant to Rule P-21.

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

      Owners: WestStar Bank (Texas Banking Association)

   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:

      WestStar Bank Holding Company, Inc.

   c. The following persons are officers and directors of the Title Insurance Agent:

      WestStar Title, LLC

      Officers: Frederick L. Francis, LLC Manager
      David Osborn, LLC Manager
      Janette Coon, President, On-Site Manager, LLC Manager
      Frank Hernandez, Executive Vice President
      Rachel Samaniego Valles, Vice President
      Gilberto Carreon, 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. Additionally, the name of any person, firm or corporation receiving a portion of the premium from the settlement of this transaction will be disclosed on the closing or settlement statement.

   You are further advised that the estimated title premium is:

   Owner's Policy $0.00
   Loan Policy $0.00
   Endorsement Charges $454.85

FORM T-7: Commitment for Title Insurance
Continuation of Schedule D

<table>
<thead>
<tr>
<th>Other</th>
<th>$0.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total</td>
<td>$454.65</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Amount</th>
<th>To Whom</th>
<th>For Services</th>
</tr>
</thead>
</table>

"The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance."
DELETION OF ARBITRATION PROVISION
(Not applicable to the Texas Residential Owner's Policy)

ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Insurance Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of insurance is $2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the closing of your real estate transaction or by writing to the Company.

The arbitration provision in the Policy is as follows:

"Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is $2,000,000 or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of $2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction."

__________________________  __________________________
SIGNATURE                  DATE
We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information -- particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values, a copy of which can be found on our website at www.firstam.com.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Note: The above Privacy Policy applies to individuals who obtain from First American a financial service or product that is to be used primarily for personal family or household purposes.
PRIVACY POLICY NOTICE

We Are Committed to Safeguarding Customer Information
Financial Institutions choose how they share your personal information. Federal and state laws give consumers the right to limit some but not all sharing. Title V of the Gramm-Leach-Bliley Act (GLBA) governs the treatment of nonpublic personal information about consumers by financial institutions. GLBA generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed.

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. WestStar Title values you as a customer and respects your right to privacy. We recognize the importance of protecting the confidentiality and security of the information we collect about individuals. We understand that you may be concerned about what we will do with such information. The following is WestStar Title's privacy policy regarding information we collect. This privacy policy governs the use and handling of your personal information. It provides an explanation of the types of information we collect, the means used to collect such information, an explanation of how we share the information collected, and an explanation of how we protect such information. Please read this notice carefully to understand what we do.

Applicability
This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

Types of Information We Collect
In the course of our business we may collect personal information about you. The types of information we collect and share depend on which of our services you are utilizing. This information can include:
- Information we receive from you whether in writing, in person, by telephone or any other means. This can include application information (such as assets and income) and identifying information (such as name, address, and social security number);
- Information about your transaction with us or affiliated companies, or others; this can include information about balances, payment history, and parties to the transaction and
- Information we receive from a consumer reporting agency, this can include information about your creditworthiness.

Use of Information We Collect
We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. We will not release your information to nonaffiliated parties except:

- as necessary for us to provide the product or service you have requested of us, such as to process account transactions, maintain accounts, respond to court orders and legal investigations; or
- as permitted by law.

We may store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis.

In the course of our general business practices we may disclose the information we collect (as described above) about you to the following types of institutions for the reasons described below:
• To third party service providers to provide you with services you have requested this can be done by processing your transactions and maintain your account. These companies can include title insurers, property and casualty insurers, and companies involved in real estate services (appraisal companies, home warranty companies, and escrow companies).
• To companies that perform marketing services on our behalf.

Information We May Disclose to Our Affiliates
WestStar Title has the following affiliates: WestStar Bank, WestStar Insurance Agency, Inc., and WestStar Bank Holding Company Inc. We do not share personal information with our affiliates so they can market or make solicitations to you. We may share information about your transactions and experiences – this can include information such as your payment history – with our affiliates for their everyday business purposes, you cannot limit the sharing of this information.

Former Customers
Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security
To protect your personal information from unauthorized access and use, we use security measures and maintain physical, electronic, and procedural safeguards that comply with federal law. We restrict access to personal information about you to those individuals and entities who need to know that information to provide products or services to you. We train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this privacy policy.

Note: The above Privacy Policy applies to individuals who obtain services or products who obtain services or products that are to be used for personal family or household purposes.
Tab 13

Multiple Site Information Form

Not Applicable
Multiple Site Information Form

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

<table>
<thead>
<tr>
<th>Contract Number</th>
<th>Census Tract</th>
<th>Acreage</th>
<th>Date of Sale</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Address</td>
<td>City</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contact Name for Seller</td>
<td>Name of Seller Entity</td>
<td>Only list if owner has owned &lt;36 mos.</td>
<td>Only list if owner has owned &lt;36 mos.</td>
</tr>
<tr>
<td>Contact Name for Previous Seller</td>
<td>Name of Previous Seller Entity</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Seller Address</td>
<td>City</td>
<td>State</td>
<td>Zip</td>
</tr>
</tbody>
</table>

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

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

If yes above, describe relationship:

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

<table>
<thead>
<tr>
<th>Address</th>
<th>Abbreviated Legal</th>
<th>Acres</th>
</tr>
</thead>
</table>
a.       |                   |       |
b.       |                   |       |
c.       |                   |       |
Tab 14

Elected Officials
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>Elected Official</th>
<th>District</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>US Representative</strong></td>
<td>District</td>
</tr>
<tr>
<td>State Senator</td>
<td>District</td>
</tr>
<tr>
<td>State Representative</td>
<td>District</td>
</tr>
<tr>
<td>City Mayor</td>
<td>County Judge</td>
</tr>
<tr>
<td>School Superintendent</td>
<td>District Name</td>
</tr>
<tr>
<td>Address</td>
<td>City</td>
</tr>
<tr>
<td>Presiding officer of Board of Trustees</td>
<td>Email</td>
</tr>
<tr>
<td>Address</td>
<td>City</td>
</tr>
</tbody>
</table>

** While Applicants are not required to notify US Representatives, the Department is required to notify them. Therefore, Applicant must identify the appropriate US Representative of the district containing the Development.
Organizations were identified in the Pre-Application, and there have been no changes.

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

<table>
<thead>
<tr>
<th></th>
<th>Name of Organization</th>
<th>Contact Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Address</td>
<td>City</td>
</tr>
<tr>
<td></td>
<td>Zip</td>
<td>Phone</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Fax or Email</td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Address</td>
<td>City</td>
</tr>
<tr>
<td></td>
<td>Zip</td>
<td>Phone</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Fax or Email</td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Address</td>
<td>City</td>
</tr>
<tr>
<td></td>
<td>Zip</td>
<td>Phone</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Fax or Email</td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Address</td>
<td>City</td>
</tr>
<tr>
<td></td>
<td>Zip</td>
<td>Phone</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Fax or Email</td>
</tr>
<tr>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Address</td>
<td>City</td>
</tr>
<tr>
<td></td>
<td>Zip</td>
<td>Phone</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Fax or Email</td>
</tr>
</tbody>
</table>
Tab 16

Certification of Notifications
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:

X 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.

X 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.

X I (we) certify that the notifications or any other communications do not contain any statement that violates Department rules, statute, code, or federal requirements.

X 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.

X 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):

X 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]

Ike J. Monty
Printed Name

Date: 2-20-2018

Notarize on next page
CERTIFICATION OF NOTIFICATIONS (continued)

Texas
Notary Public, State of

El Paso
County of

10/27/2018
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 20th day of February, 2018

[Notary Public Signature]

CORNINE M VONBERG
Notary Public, State of Texas
My Commission Expires
October 27, 2018
Tab 17

Development Narrative
Development Narrative

1. The proposed Development is: (Check all that apply)
   - [ ] New Construction
   - [ ] and/or: ________________________________
   (adaptive reuse select New Construction here and adaptive reuse in next box)

   Previous TDHCA # if applicable
   If Acquisition/Rehab or Rehab, original construction year: __________________
   If Reconstruction, Units Demolished: __________________
   Units Reconstructed: __________________

   If Adaptive Reuse, Additional Phase, or Scattered Site, include detailed information in the Narrative (4.) below.

2. The Target Population will be:

   Elderly Limitation

   Applicants seeking to be scored as Supportive Housing must select Supportive Housing as the population.

   §10.3(46) If Elderly Preference is selected, complete the statement below and submit supporting documentation behind this tab.

   Elderly Preference is based on funding from:

3. Staff Determinations regarding definitions of development activity obtained?

   [ ] If a determination under §10.3(b) of the Uniform Multifamily Rules was made prior to Application submission, provide a copy of such determination behind this tab.

4. Narrative

   Briefly describe the proposed Development, including any relevant information not already identified above.

   Metro 31 Senior Community is a proposed ninety-five (95) unit multifamily affordable housing community situated on 2.441 acres. It is located at the SEC of Wren Ave and Gallivant Place in El Paso, El Paso County, Texas.

   Metro 31 Senior Community will be comprised of 1 and 2 bedroom units ranging from 704 square feet to 883 square feet. Each individual unit will be equipped with microwave ovens, energy star appliances, and ceiling fixtures.

   In addition, Metro 31 Senior Community will consist of one (1) residential buildings. There will also be one hundred and sixteen (116) parking spaces for the residents.

   20 spaces are on the street per feasibility report. - bps

   If a revised form is submitted, date of submission: ____________________________
5. **Funding Request:**

Complete the table below to describe this Application’s funding request. If applying for Multifamily Direct Loan funds, please select only one type of loan.

<table>
<thead>
<tr>
<th>Department Funds</th>
<th>Requested Amount</th>
<th>If funds will be in the form of a Direct Loan by the Department or for Private Activity Bonds, the terms will be:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Multifamily Direct Loan: Const. to Perm (Repayable)</strong></td>
<td></td>
<td><strong>Interest Rate (%)</strong></td>
</tr>
<tr>
<td><strong>Multifamily Direct Loan: Construction Only (Repayable)</strong></td>
<td>0.00%</td>
<td>30</td>
</tr>
<tr>
<td><strong>Multifamily Direct Loan: Const. to Perm, (Soft Repayable)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>CHDO Operating Expenses Grant</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Housing Tax Credits</strong></td>
<td>$1,149,600</td>
<td></td>
</tr>
<tr>
<td><strong>Private Activity Mortgage Revenue</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

6. **§11.5 - Set-Aside (For Competitive HTC & Multifamily Direct Loan Applications Only)**

Identify any and all set-asides the application will be applying under with an "x".

Set-Asides can not be added or dropped from pre-application to full Application for Competitive HTC Applications.

<table>
<thead>
<tr>
<th>Competitive HTC Only</th>
<th>Multifamily Direct Loan Only</th>
</tr>
</thead>
<tbody>
<tr>
<td>At-Risk</td>
<td>Nonprofit</td>
</tr>
</tbody>
</table>

By selecting the set-aside above, I, individually or as the general partner(s) or officers of the Applicant entity, confirm that I (we) are applying for the above-stated Set-Aside(s) and Allocations. To the best of my (our) knowledge and belief, the Applicant entity has met the requirements that make this Application eligible for this (these) Set-Aside(s) and Allocations and will adhere to all requirements and eligibility standards for the selected Set-Aside(s) and Allocations.

7. **Previously Awarded State and Federal Funding**

Has this site/activity previously applied for TDHCA funds?  
- **No**

Has this site/activity previously received TDHCA funds?  
- **No**

If "Yes" Enter Project Number: ___________________ and TDHCA funding source: ___________________.

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

If yes, source: ___________________.

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

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

Pursuant to §42(g)(1)(A) & (B), the term “qualified low income housing development” means any project or residential rental property, if the Development meets one of the requirements below, whichever is elected by the taxpayer.” Once an election is made, it is irrevocable. Select only one:

- [ ] At least 20% or more of the residential units in such development are both rent restricted and occupied by individuals whose income is 50% or less of the area median gross income, adjusted for family size.
- [X] At least 40% or more of the residential units in such development are both rent restricted and occupied by individuals whose income is 60% or less of the median gross income, adjusted for family size.

If a revised form is submitted, date of submission: ___________________.

Tab 18

Development Activities
Development Activities

1. Common Amenities (ALL Multifamily Applications §10.101(b)(5))

<table>
<thead>
<tr>
<th># of Units</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>95</td>
<td>10</td>
</tr>
</tbody>
</table>

Development will provide sufficient common amenities to qualify for the number of points indicated above, pursuant to §10.101(b)(5) of the Uniform Multifamily Rules. Applications for scattered site developments should refer to §10.101(b)(5)(B) of the Uniform Multifamily Rules.

2. Unit Requirements (ALL Multifamily Applications §10.101(b)(6)(A) and (B))

A. Unit Sizes

Development is New Construction or Reconstruction and will meet the minimum Unit Size requirements:

<table>
<thead>
<tr>
<th>Bedroom Size</th>
<th>0</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Square Footage</td>
<td>500</td>
<td>600</td>
<td>800</td>
<td>1,000</td>
<td>1,200</td>
</tr>
</tbody>
</table>

OR:

Development is proposing Rehabilitation (excluding Reconstruction) or Supportive Housing, and does not adhere to the size requirements above.

B. Unit Amenities (For Competitive HTC Applications, see Tab 19 for Unit and Development Features)

- Application is a Tax Exempt Bond Development and will meet a minimum of seven (7) points as outlined in §10.101(b)(6)(B) of the Uniform Multifamily Rules.
- Application is HOME only or other Department Direct Loan and will meet a minimum of four (4) points as outlined in §10.101(b)(6)(B) of the Uniform Multifamily Rules.

** Rehabilitation Developments will start with a base score of three (3) points and Supportive Housing Developments will start with a base score of five (5) points.**

3. Tenant Supportive Services (For Competitive HTC Applications and Direct Loan Applications seeking to qualify for points under §13.6, see Tab 19 for Tenant Services elections)

- Application is a Tax Exempt Bond Development and will meet a minimum of eight (8) points as outlined in §10.101(b)(7) of the Uniform Multifamily Rules.
- Application is only requesting Direct Loan funds and will meet a minimum four (4) points as outlined in §10.101(b)(7) of the Uniform Multifamily Rules.

4. Development Accessibility Requirements (ALL Multifamily Applications)

- Development will meet all specifications and accessibility requirements reflected in the Certification of Development Owner form pursuant to §10.101(b)(8) of the Uniform Multifamily Rules.

  All Units accessed by the ground floor or by elevator (“affected units”) comply with the visitability requirements in clauses (i) – (iii) of 10 TAC §10.101(b)(8)(B).

  and

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

  Regardless of building type, all Units accessed by the ground floor or by elevator (“affected units”) must comply with the visitability requirements in clauses (i) – (iii) of 10 TAC §10.101(b)(8)(B).
Tab 19

Development Activities (Continued)
### Development Activities (Continued)

1. **Size and Quality of Units (Competitive HTC Applications only) [§11.9(b)]**

   - Development is Rehabilitation and either Supportive Housing or USDA financed OR meets the minimum size requirements identified below:
     - Points claimed: 8
     - **Bedroom Size**
       - 0
       - 1
       - 2
       - 3
       - 4
     - **Square Footage**
       - 550
       - 650
       - 850
       - 1,050
       - 1,250
     - Specific amenities and quality features will be provided in every Unit at no extra charge to the tenant;
     - Points claimed: 7

   *Direct Loan applicants proposing new construction or rehabilitation should be prepared to comply with requirements of the newly published Federal rule at 81 FR 92626, which requires installation of broadband infrastructure at the time of new construction or substantial rehabilitation of multifamily rental housing that is funded or supported by HUD.*

2. **Rent Levels of Tenants and Tiebreaker (Direct Loan Applications only) [§13.6(e) and (f)]**

   - At least 20 percent of all low-income Units at 30% or less of AMGI*
     - Direct Loan Points: 0
   - At least 10 percent of all low-income Units at 30% or less of AMGI or, for a Development located in a Rural Area, 7.5 percent of all low-income Units at 30% or less of AMGI*
     - Direct Loan Points: 0
   - At least 5 percent of all low-income Units at 30% or less of AMGI*
     - Direct Loan Points: 0

   *In the event of a tie with another application or applications, this percentage of 30% AMGI MFDL units within the Development would be converted to be available to households at 15% AMGI.*

   *Applicants electing to restrict units at 30% AMGI for Competitive HTC purposes may not count those units for point scoring under §13.6(e). However, 50% AMGI and 60% AMGI units that are layered with 30% AMGI units for Direct Loan purposes may count for point scoring under §13.6(e). Points claimed here will not appear on the Self Score tab.*

3. **Income Levels of Tenants (Competitive HTC Applications only) [§11.9(c)(1)]**

   - 27
     - Total Number of Units at 50% or less of AMGI
     - Number of 30% Units used to score points under §11.9(c)(2)* CHECK YOUR MATH!
     - Number of 30% Units used under §11.4(c)(3)(D) regarding an Increase in Eligible Basis (30% boost)
     - 27
     - Number of Units at 50% or less of AMGI available to use for points under §11.9(c)(1)
     - 31.03%
     - Percentage used for calculation of eligible points under §11.9(c)(1)

   *Applicants electing the 30% boost for additional 30% units are advised to ensure the units used to support the boost are not included in the units needed to achieve the Application's scoring elections.*

4. **Rent Levels of Tenants (Competitive HTC Applications only) [§11.9(c)(2)]**

   *Applicants electing to restrict units at 30% AMGI for Competitive HTC purposes may not count those units for point scoring under §13.6(e). However, 50% AMGI and 60% AMGI units that are layered with 30% AMGI units for Direct Loan purposes may count for point scoring under §13.6(e). Points claimed here will not appear on the Self Score tab.*

5. **Tenant Services (Competitive HTC Applications and Direct Loan Applications) [§11.9(c)(3) and §13.6(6)]**

   Development will provide a combination of supportive services as identified in §10.101(b)(7) and those services will be recorded in the Development’s LURA.

   - Supportive Housing Development proposed by a Qualified Nonprofit
     - 0
   - All other Developments
     - 9
The Applicant certifies that the Development will contact local service providers, and will make Development community space available to them on a regularly-scheduled basis to provide outreach services and education to the tenants.

6. **Tenant Populations with Special Housing Needs (Competitive HTC, MFDL, and Section 811 Applications) [§11.9(c)(7); §13.6(6)]**

Applicants scoring points under the Section 811 PRA program should pay close attention to the URA requirements included in Tab 21, Davis Bacon requirements under TAB 44 and the environmental clearance requirements included in Tab 47.

If pursuing these points, Applicants must try to score first with subparagraph (A) and then subparagraph (B). Only if an Applicant or Affiliate cannot meet the requirements of subparagraphs (A) or (B) may an Application qualify for points under subparagraph (C).

Select **only one** scoring scenario below:

A. **Applicant or Affiliate Owns or Controls an Existing Development** that is included on the List of Eligible Existing Developments for Participation in the Section 811 PRA Program (See 10 TAC §8.3 and 10 TAC 8.4)

- [X] Points Claimed: 10
  
  **Existing Development Name:** Laureles del Este
  
  **TDHCA #:** 15202

- [X] Attached behind this tab is the executed Certification for Section 811 PRA Program Participation.

B. **If not scoring under A above,** Applicant or Affiliate is committing at least 10 Units in the proposed Development for participation in the Section 811 PRA Program

- [ ] Points Claimed: 0

C. **If cannot score under A or B above,** Applicant elects to set-aside at least 5 percent of the total Units for Persons with Special Needs. **MFDL Applications that are not layered with 2018 9% HTC cannot elect to score points under this item.** The Department will require an initial minimum twelve-month period during which Units must either be occupied by Persons with Special Needs or held vacant, unless the units receive HOME funds from any source.

- [ ] Points Claimed: 0

Mark **any** of the following factors that disqualify the development applying for funding from participating in the Section 811 PRA Program and provide documentation supporting the selection:

- [ ] The Development is not proposing to use and previously did not use federal funding (such as HOME or CDBG funds), and the Development was originally constructed before 1978;

- [ ] Development only has units available that have existing or proposed project-based rental or long-term operating assistance that will be in effect when the property is operating or within six months of receiving Section 811 PRA Program assistance;

- [ ] Development only has units that are restricted for persons with disabilities.
  
  A Development having a **preference** for Persons with Disabilities or a use restriction for Special Needs Populations is **not a disqualifying factor** for purposes of this scoring item.

- [ ] Development only has units with an existing or proposed 62 or more age restriction.

- [ ] Development is not located in Austin-Round Rock MSA, Brownsville-Harlingen MSA, Corpus Christi MSA, Dallas-Fort Worth-Arlington MSA, El Paso MSA, Houston-The Woodlands-Sugar Land MSA, McAllen-Edinburg-Mission MSA, or San Antonio-New Braunfels MSA.

- [ ] The Development is a new construction project and located in the mapped 500-year floodplain or in the 100-year floodplain according to FEMA’s most current Flood Insurance Rate Maps.

- [ ] The Development is located in a coastal high hazard area (V Zone) or regulatory floodway.

- [ ] Other disqualifying factor *(please explain)*

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**Application is seeking points for Tenant Populations.**

- Points Claimed: 2
7. **Pre-Application Participation (Competitive HTC Applications only) [§11.9(e)(3)]**
   - Development is requesting Pre-Application Points.  
     - 6 points

8. **Extended Affordability (Competitive HTC Applications only) [§11.9(e)(5)]**
   - Development will maintain a 35 year Affordability Period.  
     - 2 points

9. **Historic Preservation (Competitive HTC Applications only) [§11.9(e)(6)]**
   - Application requests points for Historic Preservation.
   - Application contains a letter from the Texas Historical Commission (THC) determining preliminary eligibility for federal or state historic (rehabilitation) tax credits.
   - Application includes documentation from the Texas Historical Commission that the property is currently a Certified Historic Structure or determining preliminary eligibility for status as a Certified Historic Structure.
   - Development will be able to document receipt of historic tax credits by the time Forms 8609 are issued.
   - At least 75% of the residential units will be within the Certified Historic Structure.
   - Attached behind this tab are the THC letter and other documentation described above.
   - Application is eligible for five (5) points.  
     - 0 points

10. **Right of First Refusal (Competitive HTC Applications only) [§11.9(e)(7)]**
    - Development Owner agrees to provide a Right of First Refusal to purchase the Development upon or following the end of the Compliance Period.  
      - 1 point

11. **Funding Request Amount (Competitive HTC Applications only) [§11.9(e)(8)]**
    - Application reflects funding request for no more than 100% of the amount available in the subregion or set-aside as of 12/5/2017.  
      - 1 point
Section 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 Section 811 Project Rental Assistance (“PRA”) 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 Title 10 of the Texas Administrative Code, HUD Handbook 4350.3 REV-1 (Occupancy Requirements of Multifamily Housing Programs), and the Section 811 Project Rental Assistance 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 Owner Participation Agreement, in a form to be provided by TDHCA, a TDHCA approved Existing Development, or if allowed by TDHCA, for an awarded Development included in this Application. Once an Owner Participation Agreement has been executed, I (We) hereby certify that I (We) understand that TDHCA will market the property under the Owner Participation Agreement to potential Section 811 PRA tenants at any time during the term of the Owner Participation 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) 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 Owner Participation 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 by the TDHCA does not warrant that the Existing Property or the Development is deemed qualified to participate in the Section 811 PRA Program. 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 Section 811 PRA Program; therefore, I (We) assume the risk of all damages, losses, costs, expenses, and liabilities of any nature directly or indirectly, 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 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) 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. The obligation to sign an Owner Participation Agreement is binding. I (We) must sign an Owner Participation Agreement if the Development receives an award and is requested to do so by the Department.

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 seek other additional administrative penalties.

If, at any time, including after the signing a Section 811 PRA Program Owner Participation Agreement, 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 PRA Program Owner Participation Agreement and recapture all Section 811 PRA 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 Section 811 PRA program is conducted with potential tenants. I (We) will comply with any requirements of the Section 811 PRA Program that require changes to the Development’s tenant selection plans, house rules, marketing materials, or application.

I (We) have written below the name of the individual authorized to execute the TDHCA Owner Participation 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 (including Section 811 PRA Program funds), 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 a TDHCA approved Existing Development, or if allowed by TDHCA in writing, the Development referenced in this Application is in compliance and that during the term of the Section 811 Participation 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 Certifications**

**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.

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 Section 811 PRA Cooperative Agreement, § PRA.215 and § PRA.216. Each activity must have an environmental review completed and support documentation prepared complying with HUD regulations. No Section 811 Owner Participation Agreement may be signed and no Section 811 PRA funds 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 I (We) have read and understand the requirements of the HUD Section 811 PRA Cooperative Agreement, § PRA.215 and § PRA.216.

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 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 occupied by eligible tenants participating in the program must be affordable to Extremely Low-Income persons. I (We) understand that mixed income rental Developments may only apply PRA to 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 Exhibit 5 of the Section 811 PRA Cooperative Agreement § 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 the 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 the 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 Household 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 Section 811 PRA Program 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 dissolved by TDHCA at anytime. Additionally, I (We) understand that the total number of assisted units, and their number of bedrooms maybe adjusted at anytime by TDHCA for a maximum number of units committed in the Section 811 PRA Owner Participation 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, that the available unit will be held vacant for an 811 PRA tenant referred by TDHCA, if a tenant has been referred to the property 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 TDHCA approved agreement or addendum.

I (We) certify to follow requirements of § PRA.406. I (We) understand that prior to occupancy of a Section 811 unit, that an Eligible Section 811 Household 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 will be completed by both the Applicant or the designated Property Management staff and the Eligible Section 811 Household 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 Household waives the right to this
inspection, a form prescribed or approved by the TDHCA would be signed by the Eligible Household 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 the 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 in the Participant Selection Plan TDHCA maintains for HUD (and which is available on the TDHCA website) 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.

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 Eligible Applicants and Eligible Households 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 Development 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 Development 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, lease addenda 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 recertifications 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, tenant selection criteria (or plan) and Affirmative Fair Housing Marketing plan will be provided to and discussed with onsite Development staff.

By: [Signature]

Authorized Representative

Ike J. Monty
Printed Name

President
Title

2-20-2018
Date

The State of Texas

COUNTY OF El Paso

Before me, a notary public, on this day personally appeared Ike J. Monty, 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 20th day of February, 2018

Notary Public Signature

CORINNE M. VONBERG
Notary Public, State of Texas
My Commission Expires October 27, 2018
Tab 20

Existing Development Information

Not Applicable
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. Sections 1484, 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 Activities¹**

**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?
Existing Development Assistance (continued)

Are all the buildings currently under control by the Development Owner? 

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

When will the remaining buildings be under control? 

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

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

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

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

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

3. Lead Based Paint (Direct Loan Applications Only)

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.
Tab 21

Occupied Rehabilitation Developments

Not Applicable
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);
- Dated General Information Notice(s) given to current occupants (other than owner occupied structures) including verification of tenant receipt;
- Dated Voluntary Acquisition Notification to Owner; and
- HUD Relocation Brochure issued to tenants that will be displaced (if known).

Relocation Certification for 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.
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 will all parts of the plan as they apply to this Application.

<table>
<thead>
<tr>
<th>Signature of Applicant</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
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<table>
<thead>
<tr>
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<td></td>
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</table>

<table>
<thead>
<tr>
<th>Date</th>
</tr>
</thead>
</table>
Tab 22

Architectural Drawing Must be Submitted Behind this Tab

- Site Plan
- Building Floor Plans
- Unit Floor Plans
- Elevations for each building type
Elevations for each side of each building type and must include:
- a percentage estimate of the exterior composition of each elevation
- roof pitch
- Photos of building elevations (Rehab and Adaptive Reuse not altering the unit configuration)
METRO 31 Senior Housing
El Paso, TX

Schematic Design

 THESE DRAWINGS ARE PART OF A SET OF DOCUMENTS WHICH MAY BE ALTERED BY CHANGE ORDER OR ADDENDUM

SCOPE OF WORK

The project includes a total of ninety-five (95) units in one (1) three-story building on a 2.4-acre site located in El Paso, Texas. There are Fifty-two (52) one-bedroom, one-bath units, and Forty-three (43) two-bedroom, one-bath units.

There is a total of six (6) accessible units or above the 5% of total with at least 2% accessible units for each type. In addition there is a total of three (3) accessible units with at least 2% of each type.

Sheets:

- A-100a, A-100b, A-100c
- A-102a, A-102b
- A-103a, A-103b, A-103c
- A-200a, A-200b

Copyright 2017 Wright & Dalbin Architects, Inc.
**LAND DATA**

<table>
<thead>
<tr>
<th>AREA</th>
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<tbody>
<tr>
<td>106,340.41</td>
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</table>

= 2.44 ACRES

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**UNIT AMOUNT REQUIRED**

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<tr>
<td>2 BEDROOM</td>
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TOTAL REQUIRED 116

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**TOTAL SHOWN**

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<td>704</td>
</tr>
<tr>
<td>2 BEDROOM</td>
<td>883</td>
</tr>
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TOTAL 52 43

---

**UNIT AMOUNT S.F./UNIT**

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</thead>
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<td>5243</td>
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<tr>
<td>2 BEDROOM</td>
<td>704</td>
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**UNIT DATA**

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<tr>
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<th>UNIT AMOUNT</th>
<th>S.F.</th>
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</thead>
<tbody>
<tr>
<td>1 BR ACCESSIBLE</td>
<td>3</td>
<td>704</td>
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<tr>
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<td>95</td>
<td>883</td>
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TOTAL 1 BR VHI 3

TOTAL 2 BR VHI 2

TOTAL 52 43

---

**PARKING DATA**

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<th>UNIT TYPE</th>
<th>UNIT AMOUNT</th>
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<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
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<td>6</td>
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<td>6</td>
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<tr>
<td>2 BEDROOM</td>
<td>59</td>
<td>1</td>
<td>60</td>
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TOTAL REQUIRED 66

TOTAL SHOWN 116

---

**TOTAL PARKING SPACES**

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<tr>
<th>UNIT TYPE</th>
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<th>SHOWN</th>
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</thead>
<tbody>
<tr>
<td>1 BEDROOM</td>
<td>6</td>
<td>6</td>
</tr>
<tr>
<td>2 BEDROOM</td>
<td>59</td>
<td>60</td>
</tr>
</tbody>
</table>

TOTAL PARKING SPACES IN 460' X 174'

---

**52 spaces on street**

---

**NOT FOR PERMITTING OR CONSTRUCTION**
TOTAL PARKING SPACES: 96

Patio/Pool: 4', 0" - 26', 0"

4'-0" - 6'-6" - 12'-0" - 70'-8" - 25'-10" - 54'-0" - 2'-0"

8'-0" - 10 COVERED PARKING
9 COVERED PARKING
10 COVERED PARKING
12 COVERED PARKING
10 COVERED PARKING
4 COVERED PARKING
3 COVERED PARKING
5 COVERED PARKING
8 COVERED PARKING
9 COVERED PARKING
4 COVERED PARKING

LAND DATA
AREA: 106,340.41 = 2.44 ACRES

REQUIRED 1 / UNIT
1 / UNIT
AS PER SMART CODE TABLES 10, 11
ALLOWED = 1.0/DWELING.
21.50.090 PARKING AND DENSITY CALCULATIONS FOR T50 RESIDENTIAL
6
ACCESSIBLE AS PER TABLE 208.2
ACCESSIBLE PARKING PROVIDED

METRO 31

UNIT AMOUNT
1 BEDROOM
2 BEDROOM
TOTAL REQUIRED
52
43
95
96

UNIT DATA
UNIT TYPE
UNIT AMOUNT
FLOORPL
1 BR ACCESSIBLE
2 BR ACCESSIBLE
TOTAL UNIT AMOUNT
704 S.F.
883 S.F.
704 S.F.
883 S.F.
52
43
95
96

SHEET TITLE
1
METRO 31
SITE PLAN
KEY PLAN
AC-100
Mrs Espinoza,

Confirming the following for Metro 31:

1. All apartment units have the same floor plan layout in compliance with accessible codes (ADA), blocking will be provided for future grab bar installation at non accessible units, all kitchen and bathroom cabinets will be identical.
2. This project is under the Smart Code for which the City of El Paso allows for 1 parking space per apartment unit as standard.

Please contact me if you need additional information.

Sincerely

Frédéric Dalbin AIA LEED AP CNU-A
2112 Murchison Drive | El Paso, Texas 79930
t 915.533.3777 | m 915.637-3778
www.wrightdalbin.com

Please consider the environment before printing this email.

"We shall require a substantially new manner of thinking if mankind is to survive."
Albert Einstein
8' - 6" 25'-8" 26'-0" 26'-0" 26'-0" 26'-0" 5'-6"

26'-0" 26'-0" 26'-0" 26'-0" 26'-0" 26'-0"

29'-0" 9'-8" 26'-5" 5'-8"

70'-8"

65'-3" CORRIDOR

STAIR

378 SF

KITCHEN

76 SF

STORAGE

132 SF

CORRIDOR

233 SF

FILE/STORAGE

329 SF

MAIN OFFICE

6'-3" 25'-9" 6'-8" 25'-9" 6'-3"

FIRE ROOM

7'-6" x 14'-6"

JAN

7'-6 x 10'-0"

KEY PLAN

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CONTRACT DOCUMENTS COORDINATION

SHEET TITLE

PARTIAL ENLARGED LEVEL ONE SOUTH

MARK DATE DESCRIPTION
See A100
METRO 31 Senior Housing

PARTIAL ENLARGED LEVEL THREE LOBBY

NOT FOR PERMITTING OR CONSTRUCTION

PARTIAL ENLARGED LEVEL THREE LOBBY

KEY PLAN

A-103.B
Tab 23

Specifications and Building/Unit Type Configuration

Accessible Mobility Units Calculations

Accessible Hearing/Visual Units Calculations

Accessible Parking Calculations
### Specifications and Building/Unit Type Configuration

Unit types should be entered from smallest to largest based on "# of Bedrooms" and "Sq. Ft. Per Unit." "Unit Label" should correspond to the unit label or name used on the unit floor plan. "Building Label" should conform to the building label or name on the building floor plan. The total number of units per unit type and totals for "Total # of Units" and "Total Sq Ft. for Unit Type" should match the rent schedule and site plan. If additional building types are needed, they are available by unhiding columns Q through AA, and rows 51 through 79.

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

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

**Development will have:**

- Fire Sprinklers
- Elevators
- X > 4 Units Per Building
- Townhome

**Number of Elevators**

<table>
<thead>
<tr>
<th>Wt. Capacity</th>
<th>Free</th>
<th>Paid</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Number of Parking Spaces (consistent with Architectural Drawings):**

<table>
<thead>
<tr>
<th>Free</th>
<th>Paid</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Floor Composition/Wall Height:**

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

**Total # of Residential Buildings**

<table>
<thead>
<tr>
<th>Building Label</th>
<th>1</th>
<th>1</th>
</tr>
</thead>
</table>

**Unit Type**

<table>
<thead>
<tr>
<th>Unit Label</th>
<th>Number of Stories</th>
<th>Building Configuration (Check all that apply):</th>
</tr>
</thead>
<tbody>
<tr>
<td>A 1 1 704</td>
<td>3</td>
<td>X &gt; 4 Units Per Building</td>
</tr>
<tr>
<td>B 2 1 883</td>
<td></td>
<td></td>
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</tbody>
</table>

**Number of Units Per Building**

<table>
<thead>
<tr>
<th>Unit Type</th>
<th>Total # of Units</th>
<th>Total Sq Ft for Unit Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>A 1 1 704</td>
<td>52</td>
<td>36,608</td>
</tr>
<tr>
<td>B 2 1 883</td>
<td>43</td>
<td>37,969</td>
</tr>
</tbody>
</table>

**Totals**

<table>
<thead>
<tr>
<th>Unit Type</th>
<th>Total # of Units</th>
<th>Total Sq Ft for Unit Type</th>
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<tbody>
<tr>
<td></td>
<td>95</td>
<td>74,577</td>
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</table>

**Net Rentable Square Footage from Rent Schedule**

<table>
<thead>
<tr>
<th>Supportive Housing Applicants Only</th>
</tr>
</thead>
<tbody>
<tr>
<td>Enter the total development common area from the architect's plans:</td>
</tr>
<tr>
<td>Ensure that this number matches your architectural drawings.</td>
</tr>
<tr>
<td>The additional square footage allowed for Supportive Housing per 11.9(e)(2) is:</td>
</tr>
<tr>
<td>The lesser of these two numbers added to NRA:</td>
</tr>
<tr>
<td>Use this number to figure points under 11.9(e)(2)</td>
</tr>
</tbody>
</table>

### NA for subject - bps
### 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 51 through 79.

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

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

**Development will have:**

- Fire Sprinklers
- X Elevators
- 1 ≠ Elevators
- Wt. Capacity

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

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

Describe:

**Supportive Housing Applicants Only**

- Enter the total development common area from the architect’s plans:
- Ensure that this number matches your architectural drawings.
- The additional square footage allowed for Supportive Housing per 11.9(e)(2) is:
- Use this number to figure points under 11.9(e)(2)

**Unit Type**

<table>
<thead>
<tr>
<th>Unit Label</th>
<th># of Bedrooms</th>
<th># of Baths</th>
<th>Sq. Ft. Per Unit</th>
<th>Number of Units Per Building</th>
<th>Total # of Units</th>
<th>Total # of Residential Buildings</th>
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<td>1</td>
<td>704</td>
<td>52</td>
<td>52</td>
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<tr>
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<td>2</td>
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<td>43</td>
<td>43</td>
<td>37,969</td>
</tr>
<tr>
<td>Totals</td>
<td>95</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>95</td>
<td>74,577</td>
</tr>
</tbody>
</table>

**Net Rentable Square Footage from Rent Schedule**

74,577
# 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>Unit Description</td>
<td>95</td>
<td>5%</td>
<td>4.75</td>
<td>5</td>
<td>6</td>
</tr>
<tr>
<td>1/1 (704 SF)</td>
<td>52</td>
<td>5%</td>
<td>2.6</td>
<td>2.6</td>
<td>3</td>
</tr>
<tr>
<td>2/1 (883 SF)</td>
<td>43</td>
<td>5%</td>
<td>2.15</td>
<td>2.15</td>
<td>3</td>
</tr>
<tr>
<td>C</td>
<td></td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>D</td>
<td></td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>E</td>
<td></td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>95</td>
<td>4.75</td>
<td>4.75</td>
<td>6</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

**EXAMPLE:**

<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>Unit Description</td>
<td>68</td>
<td>5%</td>
<td>3.4</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>1/1 (874sqft &amp; 806)</td>
<td>28</td>
<td>5%</td>
<td>1.4</td>
<td>1.4</td>
<td>1</td>
</tr>
<tr>
<td>2/2 (950 sqft &amp; 100)</td>
<td>36</td>
<td>5%</td>
<td>1.8</td>
<td>1.8</td>
<td>2</td>
</tr>
<tr>
<td>3/2 (1120 sqft &amp; 11)</td>
<td>4</td>
<td>5%</td>
<td>0.2</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>D</td>
<td></td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>E</td>
<td></td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>68</td>
<td>3.4</td>
<td>4.2</td>
<td>4</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

**By:**

[Signature]

**Printed Name:**

[Name]

**W.D.A.**

Firm Name (If applicable)

**Date:**

2/25/18
# Accessible Hearing/Visual Units Calculation

Include this worksheet in the Application (or a signed and certified worksheet provided by your accessibility professional that shows the calculations).

To the maximum extent feasible and subject to reasonable health and safety requirements, accessible units must be:

(1) Distributed throughout the Unit types AND the Development; and

(2) Made available in a sufficient range of sizes and amenities so that the choice of living arrangements of qualified persons with Disabilities is, as a whole, comparable to that of other persons eligible for housing assistance under the same program.

Multifamily Housing Developments covered by 10 TAC 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>Hearing/Visual</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required (Rounded)</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit Description</td>
<td>95</td>
<td>2%</td>
<td>1.9</td>
<td>2</td>
<td>3</td>
</tr>
<tr>
<td>1/1 (704 SF)</td>
<td>52</td>
<td>2%</td>
<td>1.04</td>
<td>1.04</td>
<td>2</td>
</tr>
<tr>
<td>2/1 (883 SF)</td>
<td>43</td>
<td>2%</td>
<td>0.86</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>95</td>
<td>1.9</td>
<td>2.04</td>
<td>3</td>
</tr>
</tbody>
</table>

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

## EXAMPLE

<table>
<thead>
<tr>
<th>Hearing/Visual</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required (Rounded)</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit Description</td>
<td>68</td>
<td>2%</td>
<td>1.36</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>1/1</td>
<td>28</td>
<td>2%</td>
<td>0.56</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>2/2</td>
<td>36</td>
<td>2%</td>
<td>0.72</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>3/3</td>
<td>4</td>
<td>2%</td>
<td>0.08</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>D</td>
<td></td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>E</td>
<td></td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>68</td>
<td>1.36</td>
<td>3</td>
<td>2</td>
</tr>
</tbody>
</table>

*NOTE: Required is 2, but calculation yields 3. Applicant selected which Unit(s) to include under "Units Proposed"

By signing below, I (WE) certify that the information above meets the requirements in Section 504 of the Rehabilitation Act of 1973 and implemented at 24 C.F.R. Part 8 as described in 10 TAC Chapter 1, Subchapter B. At least two percent (2%) of all dwelling units will be designed and built to be accessible for persons with hearing and/or visual impairment.

By: ___________________________

Signature

2/28/2018

Date

Printed Name: ___________________________

Frederic Daltin

Firm Name (If applicable): W.D.A.
Accessible Parking Calculation

Include this worksheet in the Application (or a signed and certified worksheet provided by your accessibility professional that shows the calculations).

Parking requirements based on:
https://www.huduser.gov/publications/pdf/fairhousing/

There must be one accessible space per accessible Unit located on the closest route to the Unit (ADA).

When parking is provided for leasing office and amenities, use ADA Table 208.2 to calculate.

When calculating additional spaces needed, use whichever yields the larger number of spaces.

If you have different kinds of parking, e.g. lot, carport, and garages, each has to meet the standards individually.

If there is a separate amenity (e.g. a pavilion in the back corner of property) that provides non-accessible spaces, at least one space would need to be an accessible.

Use this chart to indicate number of parking spaces provided.

Enter the total number of parking spaces.

Enter the parking type and the number of spaces in each, starting with the surface lot (*see the example)

Make sure the totals match!

### EXAMPLE*

<table>
<thead>
<tr>
<th>Total # of Spaces:</th>
<th>116</th>
<th>Percentage of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surface lot</td>
<td>116</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>116</td>
<td>100</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Total # of Spaces:</th>
<th>450</th>
<th>Percentage of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surface lot</td>
<td>300</td>
<td>0.6666666667</td>
</tr>
<tr>
<td>Carports</td>
<td>100</td>
<td>0.2222222222</td>
</tr>
<tr>
<td>Garages</td>
<td>50</td>
<td>0.1111111111</td>
</tr>
<tr>
<td>Facility 4</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>Facility 5</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>450</td>
<td>100</td>
</tr>
</tbody>
</table>

Use this chart to figure out accessible parking requirements.

Chart above must be completed first.

In C32, enter the total number of accessible spaces required
(see Application Webinar, Part 3, from 0:00 - 14:20, or webinar slides starting at slide 136)

In D33, enter the number of units required per accessible Unit in the surface lot
In column F, distribute required van spaces among the different parking facilities.

<table>
<thead>
<tr>
<th># Accessible Spaces:</th>
<th>5</th>
<th>Distribution</th>
<th>Van Spaces</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surface lot</td>
<td>5</td>
<td>5</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th># Accessible Spaces:</th>
<th>16</th>
<th>Distribution</th>
<th>Van Spaces</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surface lot</td>
<td>10.6666667</td>
<td>10</td>
<td>1</td>
</tr>
<tr>
<td>Carports</td>
<td>3.5555556</td>
<td>4</td>
<td>1</td>
</tr>
<tr>
<td>Garages</td>
<td>1.7777778</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>Facility 4</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Facility 5</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>16</td>
<td>16</td>
<td>3</td>
</tr>
</tbody>
</table>

By signing below, I (WE) certify that the information above meets the requirements in the 2010 ADA Standards for Accessible Design Title III regulations at 28 CFR part 36, subpart D, and the 2004 ADA Accessibility Guidelines at 36 CFR part 1191, appendices B and D. There will be at least one accessible spot per accessible unit located on the closest route to the accessible unit. For every 6 or fraction of 6 accessible spaces required, at least one will be van accessible. Accessible spaces will be dispersed amongst the parking types provided.

By:

[Signature]

Date: 2/28/18

Printed Name: Frederic Darbin

Firm Name (If applicable): W.D.A.
Tab 24

Rent Schedule
### Rent Schedule

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

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

<table>
<thead>
<tr>
<th>Rent Designations (select from Drop down menu)</th>
<th># of Units</th>
<th># of Bedrooms</th>
<th># of Baths</th>
<th>Unit Size (Net Rentable Sq. Ft.)</th>
<th>Total Net Rentable Sq. Ft.</th>
<th>Program Rent Limit</th>
<th>Tenant Paid Utility Allow.</th>
<th>Rent Collected /Unit</th>
<th>Total Monthly Rent</th>
</tr>
</thead>
<tbody>
<tr>
<td>TC 30%</td>
<td>6</td>
<td>1</td>
<td>1</td>
<td>704</td>
<td>4,224</td>
<td>305</td>
<td>66</td>
<td>239</td>
<td>1,434</td>
</tr>
<tr>
<td>TC 50%</td>
<td>11</td>
<td>1</td>
<td>1</td>
<td>704</td>
<td>7,744</td>
<td>508</td>
<td>66</td>
<td>442</td>
<td>4,862</td>
</tr>
<tr>
<td>TC 60%</td>
<td>33</td>
<td>1</td>
<td>1</td>
<td>704</td>
<td>23,232</td>
<td>610</td>
<td>66</td>
<td>544</td>
<td>17,952</td>
</tr>
<tr>
<td>MR</td>
<td>2</td>
<td>1</td>
<td>1</td>
<td>704</td>
<td>1,408</td>
<td>610</td>
<td>66</td>
<td>610</td>
<td>1,220</td>
</tr>
<tr>
<td>TC 30%</td>
<td>3</td>
<td>2</td>
<td>1</td>
<td>883</td>
<td>2,649</td>
<td>366</td>
<td>79</td>
<td>287</td>
<td>861</td>
</tr>
<tr>
<td>TC 50%</td>
<td>7</td>
<td>2</td>
<td>1</td>
<td>883</td>
<td>6,181</td>
<td>610</td>
<td>79</td>
<td>531</td>
<td>3,717</td>
</tr>
<tr>
<td>TC 60%</td>
<td>27</td>
<td>2</td>
<td>1</td>
<td>883</td>
<td>23,841</td>
<td>732</td>
<td>79</td>
<td>653</td>
<td>17,631</td>
</tr>
<tr>
<td>MR</td>
<td>6</td>
<td>2</td>
<td>1</td>
<td>883</td>
<td>5,298</td>
<td>732</td>
<td>732</td>
<td>4,392</td>
<td></td>
</tr>
</tbody>
</table>

### Non Rental Income
- $12.00 per unit/month for: Late & NSF Fees 1,140
- $3.00 per unit/month for: Vending 285
- $0.00 per unit/month

### TOTAL NONRENTAL INCOME
$15,000

### POTENTIAL GROSS MONTHLY INCOME
$53,494

### - Provision for Vacancy & Collection Loss
- % of Potential Gross Income: 7.50% (4,012)

### EFFECTIVE GROSS MONTHLY INCOME
$49,482

### X12 = EFFECTIVE GROSS ANNUAL INCOME
$593,783

If a revised form is submitted, date of submission:
<table>
<thead>
<tr>
<th>% of LI</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>TC30%</td>
<td>10.3%</td>
</tr>
<tr>
<td>TC40%</td>
<td>0</td>
</tr>
<tr>
<td>TC50%</td>
<td>21%</td>
</tr>
<tr>
<td>TC60%</td>
<td>60%</td>
</tr>
<tr>
<td>HTF30%</td>
<td>0</td>
</tr>
<tr>
<td>HTF40%</td>
<td>0</td>
</tr>
<tr>
<td>HTF50%</td>
<td>0</td>
</tr>
<tr>
<td>HTF60%</td>
<td>0</td>
</tr>
<tr>
<td>HTF80%</td>
<td>0</td>
</tr>
<tr>
<td>HTC Li Total</td>
<td>87</td>
</tr>
<tr>
<td>EO</td>
<td>0</td>
</tr>
<tr>
<td>MR</td>
<td>8</td>
</tr>
<tr>
<td>MR Total</td>
<td>8</td>
</tr>
<tr>
<td>Total Units</td>
<td>95</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>% of LI</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>MRB30%</td>
<td>0</td>
</tr>
<tr>
<td>MRB40%</td>
<td>0</td>
</tr>
<tr>
<td>MRB50%</td>
<td>0</td>
</tr>
<tr>
<td>MRB60%</td>
<td>0</td>
</tr>
<tr>
<td>MRB Li Total</td>
<td>0</td>
</tr>
<tr>
<td>MRBMRI</td>
<td>0</td>
</tr>
<tr>
<td>MRBMRI Total</td>
<td>0</td>
</tr>
<tr>
<td>MRB Total</td>
<td>0</td>
</tr>
<tr>
<td>Direct Loan Li Total</td>
<td>0</td>
</tr>
<tr>
<td>EO</td>
<td>0</td>
</tr>
<tr>
<td>MR</td>
<td>0</td>
</tr>
<tr>
<td>MR Total</td>
<td>0</td>
</tr>
<tr>
<td>Direct Loan Total</td>
<td>0</td>
</tr>
<tr>
<td>OTHER</td>
<td>Total OT Units</td>
</tr>
</tbody>
</table>

### Rent Schedule (Continued)

<table>
<thead>
<tr>
<th>BEDROOMS</th>
<th>0</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>0</td>
<td>0</td>
<td>52</td>
<td>43</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

| ACQUISITION + HARD | Cost Per Sq Ft | 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.
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>HARD</td>
<td>$116.81</td>
</tr>
<tr>
<td>BUILDING</td>
<td>$77.99</td>
</tr>
<tr>
<td>Cost Per Sq Ft</td>
<td>$116.81</td>
</tr>
</tbody>
</table>
Tab 25

Utility Allowances
### Utility Allowances [§10.614]

Applicant must attach to this form as documentation to support the “Utility Allowance” estimate used in completing the Rent Schedule provided in the Application. Where the Applicant uses any method that requires Department review, such review must have been requested prior to submission of the Application. Please see 10 TAC §10.614. This exhibit must clearly indicate which utility costs are included in the estimate.

If tenants will be required to pay any other mandatory fees (e.g. renter's insurance) please provide an estimate, description and documentation of those as well.

<table>
<thead>
<tr>
<th>Utility</th>
<th>Who Pays</th>
<th>Energy Source</th>
<th>0BR</th>
<th>1BR</th>
<th>2BR</th>
<th>3BR</th>
<th>4BR</th>
<th>Source of Utility Allowance &amp; Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Heating</td>
<td>Tenant</td>
<td>Natural Gas</td>
<td>$8</td>
<td>$8</td>
<td></td>
<td></td>
<td></td>
<td>HACEP UA 9/1/2017</td>
</tr>
<tr>
<td>Cooking</td>
<td>Tenant</td>
<td>Natural Gas</td>
<td>$2</td>
<td>$2</td>
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<tr>
<td>Other Electric</td>
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<tr>
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<td>$3</td>
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</tr>
<tr>
<td>Water</td>
<td>Landlord</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sewer</td>
<td>Landlord</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Trash</td>
<td>Landlord</td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
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<td>Flat Fee</td>
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<td>$7</td>
<td></td>
<td></td>
<td></td>
<td>HACEP UA 9/1/2017</td>
</tr>
<tr>
<td>Other</td>
<td>Tenant</td>
<td>Natural Gas</td>
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<td>$17</td>
<td></td>
<td></td>
<td></td>
<td>HACEP UA 9/1/2017</td>
</tr>
<tr>
<td>Total Paid by Tenant</td>
<td></td>
<td></td>
<td>$ -</td>
<td>$66</td>
<td>$79</td>
<td>$ -</td>
<td>$ -</td>
<td></td>
</tr>
</tbody>
</table>

Other (Describe)

If a revised form is submitted, date of submission: 

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Other (Describe)
June 13, 2018

Ms. Sharon Gamble
9% Competitive Housing Tax Credit Program Administrator
Texas Department of Housing and Community Affairs
P O Box 13941
Austin, TX 78711

Re: Application #18127 Metro 31 Senior Community

Dear Ms. Gamble:

This letter certifies that: (1) natural gas will be used in all the applications that indicate its use in the Utility Allowances exhibit; and (2) the Applicant will implement all recommendations of the ESA.

Yours truly,

Investment Builders, Inc.

By: [Signature]

Ike J. Money
<table>
<thead>
<tr>
<th>Utility or Service</th>
<th>Energy Efficient</th>
<th>Monthly Dollar Allowances</th>
</tr>
</thead>
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<tr>
<td></td>
<td>0 BR</td>
<td>1 BR</td>
</tr>
<tr>
<td>Heating</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Natural Gas</td>
<td>$7.00</td>
<td>$8.00</td>
</tr>
<tr>
<td>b. Bottle Gas/Propane</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. Electric</td>
<td>$9.00</td>
<td>$10.00</td>
</tr>
<tr>
<td>d. Electric Heat Pump</td>
<td></td>
<td>$8.00</td>
</tr>
<tr>
<td>e. Oil / Other</td>
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<td></td>
</tr>
<tr>
<td>Cooking</td>
<td></td>
<td></td>
</tr>
<tr>
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<tr>
<td>b. Bottle Gas/Propane</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. Electric</td>
<td>$4.00</td>
<td>$5.00</td>
</tr>
<tr>
<td>Other Electric (Lights &amp; Appliances)</td>
<td>$15.00</td>
<td>$18.00</td>
</tr>
<tr>
<td>Air Conditioning</td>
<td>$10.00</td>
<td>$11.00</td>
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<tr>
<td>Evaporative Cooling</td>
<td></td>
<td>$3.00</td>
</tr>
<tr>
<td>Water Heating</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Natural Gas</td>
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<td>$3.00</td>
</tr>
<tr>
<td>b. Bottle Gas/Propane</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. Electric</td>
<td>$9.00</td>
<td>$11.00</td>
</tr>
<tr>
<td>Other--</td>
<td></td>
<td></td>
</tr>
<tr>
<td>specify:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Monthly Electric Fee $7.15</td>
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<td>$7.00</td>
</tr>
<tr>
<td>Monthly Gas Fee $16.98</td>
<td>$17.00</td>
<td>$17.00</td>
</tr>
<tr>
<td>Actual Family Allowances</td>
<td></td>
<td></td>
</tr>
<tr>
<td>To be used by the family to compute allowance. Complete below for the actual unit rented.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Heating $</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cooking $</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Electric $</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Air Conditioning $</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water Heating $</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water $</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sewer $</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Trash Collection $</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Range / Microwave $</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Refrigerator $</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other $</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Address of Unit</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Number of Bedrooms</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Name of Family</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Number of Bedrooms</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Allowances for Tenant**
**Furnished Utilities and other Services**

**Locality:** Housing Authority of the City of El Paso, TX  
**Unit Type:** Apartment  
**Date (mm/dd/yyyy):** 09/01/2017

**Utility or Service**

**Energy Efficient**

- **Heating**
  - a. Natural Gas: $7.00, $8.00, $8.00, $9.00, $10.00, $11.00
  - b. Bottle Gas/Propane
  - c. Electric: $9.00, $10.00, $13.00, $16.00, $19.00, $22.00
  - d. Electric Heat Pump: $8.00, $9.00, $11.00, $12.00, $13.00, $15.00
  - e. Oil / Other

- **Cooking**
  - a. Natural Gas: $1.00, $2.00, $2.00, $3.00, $3.00, $4.00
  - b. Bottle Gas/Propane
  - c. Electric: $4.00, $5.00, $7.00, $9.00, $11.00, $13.00

- **Other Electric (Lights & Appliances):** $15.00, $18.00, $25.00, $32.00, $39.00, $46.00

- **Air Conditioning:** $10.00, $11.00, $16.00, $20.00, $24.00, $29.00

- **Evaporative Cooling:** $3.00, $4.00, $5.00, $7.00, $8.00, $9.00

- **Water Heating**
  - a. Natural Gas: $3.00, $3.00, $4.00, $6.00, $8.00, $9.00
  - b. Bottle Gas/Propane
  - c. Electric: $9.00, $11.00, $14.00, $17.00, $20.00, $23.00

- **Other--**
  - **specify:**
    - **Monthly Electric Fee $7.15:** $7.00, $7.00, $7.00, $7.00, $7.00, $7.00
    - **Monthly Gas Fee $16.98:** $17.00, $17.00, $17.00, $17.00, $17.00, $17.00

**Actual Family Allowances**

To be used by the family to compute allowance. Complete below for the actual unit rented.

<table>
<thead>
<tr>
<th>Utility or Service</th>
<th>per month cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Heating</td>
<td>$</td>
</tr>
<tr>
<td>Cooking</td>
<td>$</td>
</tr>
<tr>
<td>Other Electric</td>
<td>$</td>
</tr>
<tr>
<td>Air Conditioning</td>
<td>$</td>
</tr>
<tr>
<td>Water Heating</td>
<td>$</td>
</tr>
<tr>
<td>Water</td>
<td>$</td>
</tr>
<tr>
<td>Sewer</td>
<td>$</td>
</tr>
<tr>
<td>Trash Collection</td>
<td>$</td>
</tr>
<tr>
<td>Range / Microwave</td>
<td>$</td>
</tr>
<tr>
<td>Refrigerator</td>
<td>$</td>
</tr>
<tr>
<td>Other</td>
<td>$</td>
</tr>
<tr>
<td>Address of Unit</td>
<td>$</td>
</tr>
<tr>
<td>Name of Family</td>
<td>$</td>
</tr>
<tr>
<td>Number of Bedrooms</td>
<td>$</td>
</tr>
</tbody>
</table>

**Locality:** Housing Authority of the City of El Paso, TX  
**Unit Type:** Apartment  
**Date (mm/dd/yyyy):** 09/01/2017

- **Evaporative Cooling:** $3.00, $4.00, $5.00, $7.00, $8.00, $9.00
- **Water Heating**
  - **a. Natural Gas:** $3.00, $3.00, $4.00, $6.00, $8.00, $9.00
  - **b. Bottle Gas/Propane**
  - **c. Electric:** $9.00, $11.00, $14.00, $17.00, $20.00, $23.00
Tab 26

Annual Operating Expenses
## ANNUAL OPERATING EXPENSES

### General & Administrative Expenses

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounting</td>
<td>$ 8,400</td>
</tr>
<tr>
<td>Advertising</td>
<td>$ 1,425</td>
</tr>
<tr>
<td>Legal fees</td>
<td>$ 1,425</td>
</tr>
<tr>
<td>Leased equipment</td>
<td>$ 2,375</td>
</tr>
<tr>
<td>Postage &amp; office supplies</td>
<td>$ 3,990</td>
</tr>
<tr>
<td>Telephone</td>
<td>$ 4,750</td>
</tr>
<tr>
<td>Other</td>
<td>$ 3,800</td>
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<tr>
<td>Total General &amp; Administrative Expenses:</td>
<td>$ 26,165</td>
</tr>
</tbody>
</table>

Management Fee: Percent of Effective Gross Income: 5.00%  $ 29,689

### Payroll, Payroll Tax & Employee Benefits

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Management</td>
<td>$ 49,400</td>
</tr>
<tr>
<td>Maintenance</td>
<td>$ 42,750</td>
</tr>
<tr>
<td>Other</td>
<td>$ 19,904</td>
</tr>
<tr>
<td>Total Payroll, Payroll Tax &amp; Employee Benefits:</td>
<td>$ 112,054</td>
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</tbody>
</table>

### Repairs & Maintenance

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elevator</td>
<td>$ 3,800</td>
</tr>
<tr>
<td>Exterminating</td>
<td>$ 3,800</td>
</tr>
<tr>
<td>Grounds</td>
<td>$ 10,450</td>
</tr>
<tr>
<td>Make-ready</td>
<td>$ 10,450</td>
</tr>
<tr>
<td>Repairs</td>
<td>$ 11,875</td>
</tr>
<tr>
<td>Pool</td>
<td>$ 2,375</td>
</tr>
<tr>
<td>Other</td>
<td>$</td>
</tr>
<tr>
<td>Total Repairs &amp; Maintenance:</td>
<td>$ 42,750</td>
</tr>
</tbody>
</table>

### Utilities (Enter Only Property Paid Expense)

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electric</td>
<td>$15,675</td>
</tr>
<tr>
<td>Natural gas</td>
<td>$ 2,375</td>
</tr>
<tr>
<td>Trash</td>
<td>$ 11,400</td>
</tr>
<tr>
<td>Water/Sewer</td>
<td>$ 20,425</td>
</tr>
<tr>
<td>Other</td>
<td>$</td>
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<tr>
<td>Total Utilities:</td>
<td>$49,875</td>
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### Annual Property Insurance:

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<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rate per net rentable square foot:</td>
<td>$0.41</td>
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<tr>
<td>Total Annual Cost:</td>
<td>$30,400</td>
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</table>

### Property Taxes:

<table>
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<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Published Capitalization Rate:</td>
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<tr>
<td>Source:</td>
<td>EPCAD</td>
</tr>
<tr>
<td>Annual Property Taxes</td>
<td>$ 54,625</td>
</tr>
<tr>
<td>Payments in Lieu of Taxes</td>
<td>$</td>
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<tr>
<td>Total Property Taxes</td>
<td>$ 54,625</td>
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</tbody>
</table>

Reserve for Replacements: 

<table>
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<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual reserves per unit:</td>
<td>$ 300</td>
</tr>
<tr>
<td>Total Other Expenses:</td>
<td>$ 3,480</td>
</tr>
</tbody>
</table>

### Other Expenses

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cable TV</td>
<td>$</td>
</tr>
<tr>
<td>Supportive Services (Staffing/Contracted Services)</td>
<td>$</td>
</tr>
<tr>
<td>TDHCA Compliance fees</td>
<td>$ 3,480</td>
</tr>
<tr>
<td>TDHCA Bond Administration Fees (TDHCA as Bond Issuer Only)</td>
<td>$</td>
</tr>
<tr>
<td>Security</td>
<td>$</td>
</tr>
<tr>
<td>Other</td>
<td>$</td>
</tr>
<tr>
<td>Total Other Expenses:</td>
<td>$ 3,480</td>
</tr>
</tbody>
</table>

### TOTAL ANNUAL EXPENSES

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expense per unit:</td>
<td>$3974</td>
</tr>
<tr>
<td>Expense to Income Ratio:</td>
<td>63.58%</td>
</tr>
<tr>
<td>NET OPERATING INCOME (before debt service)</td>
<td>$ 216,245</td>
</tr>
</tbody>
</table>

### Annual Debt Service

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hunt Capital Partners, LLC</td>
<td>$180,205</td>
</tr>
<tr>
<td>Other</td>
<td>$</td>
</tr>
<tr>
<td>TOTAL ANNUAL DEBT SERVICE</td>
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</table>

### NET CASH FLOW

<table>
<thead>
<tr>
<th>Item</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Other</td>
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<tr>
<td>TOTAL NET CASH FLOW</td>
<td>$ 36,040</td>
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</tbody>
</table>

If a revised form is submitted, date of submission: [ ]
Tab 27

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

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

<table>
<thead>
<tr>
<th>INCOME</th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>POTENTIAL GROSS ANNUAL RENTAL INCOME</td>
<td>$624,828</td>
<td>$657,325</td>
<td>$650,071</td>
<td>$663,072</td>
<td>$676,334</td>
<td>$746,727</td>
<td>$824,447</td>
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<tr>
<td>Secondary Income</td>
<td>$17,100</td>
<td>$17,442</td>
<td>$17,791</td>
<td>$18,147</td>
<td>$18,510</td>
<td>$20,486</td>
<td>$22,563</td>
</tr>
<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$641,928</td>
<td>$674,767</td>
<td>$667,822</td>
<td>$681,219</td>
<td>$694,844</td>
<td>$767,163</td>
<td>$847,010</td>
</tr>
<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>($46,145)</td>
<td>($49,107)</td>
<td>($50,990)</td>
<td>($51,093)</td>
<td>($52,113)</td>
<td>($57,537)</td>
<td>($63,526)</td>
</tr>
<tr>
<td>Rental Concessions</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>EFFECTIVE GROSS ANNUAL INCOME</td>
<td>$595,783</td>
<td>$605,659</td>
<td>$617,772</td>
<td>$630,128</td>
<td>$642,730</td>
<td>$709,626</td>
<td>$783,485</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>EXPENSES</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>General &amp; Administrative Expenses</td>
<td>$26,165</td>
<td>$26,950</td>
<td>$27,758</td>
<td>$28,591</td>
<td>$29,449</td>
<td>$34,139</td>
<td>$39,577</td>
</tr>
<tr>
<td>Management Fee</td>
<td>$29,689</td>
<td>$30,283</td>
<td>$30,888</td>
<td>$31,506</td>
<td>$32,136</td>
<td>$35,481</td>
<td>$39,174</td>
</tr>
<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$112,054</td>
<td>$115,416</td>
<td>$118,878</td>
<td>$122,444</td>
<td>$126,118</td>
<td>$146,205</td>
<td>$169,492</td>
</tr>
<tr>
<td>Repairs &amp; Maintenance</td>
<td>$42,750</td>
<td>$44,033</td>
<td>$45,353</td>
<td>$46,714</td>
<td>$48,116</td>
<td>$55,779</td>
<td>$64,663</td>
</tr>
<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$18,050</td>
<td>$18,592</td>
<td>$19,149</td>
<td>$19,724</td>
<td>$20,315</td>
<td>$23,551</td>
<td>$27,302</td>
</tr>
<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$31,825</td>
<td>$32,780</td>
<td>$33,763</td>
<td>$34,776</td>
<td>$35,819</td>
<td>$41,524</td>
<td>$48,138</td>
</tr>
<tr>
<td>Annual Property Insurance Premiums</td>
<td>$30,400</td>
<td>$31,312</td>
<td>$32,251</td>
<td>$33,219</td>
<td>$34,215</td>
<td>$39,665</td>
<td>$45,983</td>
</tr>
<tr>
<td>Property Tax</td>
<td>$54,625</td>
<td>$56,264</td>
<td>$57,952</td>
<td>$59,690</td>
<td>$61,481</td>
<td>$71,273</td>
<td>$82,626</td>
</tr>
<tr>
<td>Reserve for Replacements</td>
<td>$28,500</td>
<td>$29,355</td>
<td>$30,236</td>
<td>$31,143</td>
<td>$32,077</td>
<td>$37,186</td>
<td>$43,109</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>$3,480</td>
<td>$3,584</td>
<td>$3,692</td>
<td>$3,803</td>
<td>$3,917</td>
<td>$4,541</td>
<td>$5,264</td>
</tr>
<tr>
<td>TOTAL ANNUAL EXPENSES</td>
<td>$377,538</td>
<td>$388,567</td>
<td>$399,921</td>
<td>$411,610</td>
<td>$423,643</td>
<td>$489,345</td>
<td>$565,327</td>
</tr>
<tr>
<td>NET OPERATING INCOME</td>
<td>$216,245</td>
<td>$217,092</td>
<td>$217,851</td>
<td>$218,517</td>
<td>$219,087</td>
<td>$220,281</td>
<td>$218,158</td>
</tr>
</tbody>
</table>

## DEBT SERVICE

| First Deed of Trust Annual Loan Payment | $180,205 | $180,205 | $180,205 | $180,205 | $180,205 | $180,205 | $180,205 |
| Second Deed of Trust Annual Loan Payment |         |          |          |          |          |          |          |
| Third Deed of Trust Annual Loan Payment |         |          |          |          |          |          |          |
| Other Annual Required Payment       |          |          |          |          |          |          |          |
| Other Annual Required Payment       |          |          |          |          |          |          |          |
| ANNUAL NET CASH FLOW                | $36,040  | $36,887  | $37,646  | $38,312  | $38,882  | $40,076  | $37,953  |
| CUMULATIVE NET CASH FLOW            | $36,040  | $72,927  | $110,573 | $148,866 | $187,767 | $235,162 | $280,234 |
| Debt Coverage Ratio                 | 1.20     | 1.20     | 1.21     | 1.21     | 1.22     | 1.22     | 1.21     |

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

---

Signature, Authorized Representative, Construction or Permanent Lender

Signature, Authorized Representative, Syndicator

Printed Name: ____________________________

Phone: ____________________________

Email: ____________________________

Date: ____________________________

Printed Name: ____________________________

February 26, 2018

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

<table>
<thead>
<tr>
<th>INCOME</th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>POTENTIAL GROSS ANNUAL RENTAL INCOME</td>
<td>$624,828</td>
<td>$637,325</td>
<td>$650,071</td>
<td>$663,072</td>
<td>$676,334</td>
<td>$746,727</td>
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<td>Secondary Income</td>
<td>$ 17,100</td>
<td>$ 17,442</td>
<td>$ 17,791</td>
<td>$ 18,147</td>
<td>$ 18,510</td>
<td>$ 20,436</td>
<td>$ 22,563</td>
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<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$641,928</td>
<td>$654,767</td>
<td>$667,862</td>
<td>$681,219</td>
<td>$694,844</td>
<td>$767,163</td>
<td>$847,010</td>
</tr>
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<td>Provision for Vacancy &amp; Collection Loss</td>
<td>($48,145)</td>
<td>($49,107)</td>
<td>($50,090)</td>
<td>($51,091)</td>
<td>($52,113)</td>
<td>($57,537)</td>
<td>($63,526)</td>
</tr>
<tr>
<td>Rental Concessions</td>
<td>$0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>EFFECTIVE GROSS ANNUAL INCOME</td>
<td>$593,783</td>
<td>$605,659</td>
<td>$617,772</td>
<td>$630,128</td>
<td>$642,730</td>
<td>$709,626</td>
<td>$783,485</td>
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</table>

<table>
<thead>
<tr>
<th>EXPENSES</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td>General &amp; Administrative Expenses</td>
<td>$26,165</td>
<td>$26,950</td>
<td>$27,758</td>
<td>$28,591</td>
<td>$29,449</td>
<td>$34,139</td>
<td>$39,577</td>
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<tr>
<td>Management Fee</td>
<td>$ 29,689</td>
<td>$ 30,283</td>
<td>$ 30,888</td>
<td>$ 31,506</td>
<td>$ 32,136</td>
<td>$ 35,481</td>
<td>$ 39,174</td>
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<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$112,054</td>
<td>$115,416</td>
<td>$118,878</td>
<td>$122,444</td>
<td>$126,118</td>
<td>$146,205</td>
<td>$169,492</td>
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<tr>
<td>Repairs &amp; Maintenance</td>
<td>$ 42,750</td>
<td>$ 44,033</td>
<td>$ 45,353</td>
<td>$ 46,714</td>
<td>$ 48,116</td>
<td>$ 55,779</td>
<td>$ 64,663</td>
</tr>
<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$ 18,050</td>
<td>$ 18,592</td>
<td>$ 19,149</td>
<td>$ 19,724</td>
<td>$ 20,315</td>
<td>$ 23,551</td>
<td>$ 27,302</td>
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<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$ 31,825</td>
<td>$ 32,780</td>
<td>$ 33,763</td>
<td>$ 34,776</td>
<td>$ 35,819</td>
<td>$ 41,524</td>
<td>$ 48,138</td>
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<td>Annual Property Insurance Premiums</td>
<td>$30,400</td>
<td>$31,312</td>
<td>$32,251</td>
<td>$33,219</td>
<td>$34,215</td>
<td>$39,665</td>
<td>$45,983</td>
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<tr>
<td>Property Tax</td>
<td>$ 54,625</td>
<td>$ 56,264</td>
<td>$ 57,952</td>
<td>$ 59,690</td>
<td>$ 61,481</td>
<td>$ 71,273</td>
<td>$ 82,625</td>
</tr>
<tr>
<td>Reserve for Replacements</td>
<td>$ 28,500</td>
<td>$ 29,355</td>
<td>$ 30,236</td>
<td>$ 31,143</td>
<td>$ 32,077</td>
<td>$ 37,186</td>
<td>$ 43,109</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>$ 3,480</td>
<td>$ 3,584</td>
<td>$ 3,692</td>
<td>$ 3,803</td>
<td>$ 3,917</td>
<td>$ 4,541</td>
<td>$ 5,264</td>
</tr>
<tr>
<td>TOTAL ANNUAL EXPENSES</td>
<td>$377,538</td>
<td>$388,567</td>
<td>$399,921</td>
<td>$411,610</td>
<td>$423,643</td>
<td>$489,345</td>
<td>$565,327</td>
</tr>
<tr>
<td>NET OPERATING INCOME</td>
<td>$216,245</td>
<td>$217,092</td>
<td>$217,851</td>
<td>$218,517</td>
<td>$219,087</td>
<td>$220,281</td>
<td>$218,158</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DEBT SERVICE</th>
<th></th>
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<th></th>
<th></th>
<th></th>
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<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>First Deed of Trust Annual Loan Payment</td>
<td>$180,205</td>
<td>$180,205</td>
<td>$180,205</td>
<td>$180,205</td>
<td>$180,205</td>
<td>$180,205</td>
<td>$180,205</td>
</tr>
<tr>
<td>Second Deed of Trust Annual Loan Payment</td>
<td></td>
<td></td>
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<tr>
<td>Third Deed of Trust Annual Loan Payment</td>
<td></td>
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<tr>
<td>Other Annual Required Payment</td>
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<tr>
<td>Other Annual Required Payment</td>
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</tr>
<tr>
<td>ANNUAL NET CASH FLOW</td>
<td>$36,040</td>
<td>$36,887</td>
<td>$37,646</td>
<td>$38,312</td>
<td>$38,882</td>
<td>$40,076</td>
<td>$37,953</td>
</tr>
<tr>
<td>CUMULATIVE NET CASH FLOW</td>
<td>$36,040</td>
<td>$72,927</td>
<td>$110,573</td>
<td>$148,886</td>
<td>$187,767</td>
<td>$385,162</td>
<td>$580,234</td>
</tr>
<tr>
<td>Debt Coverage Ratio</td>
<td>1.20</td>
<td>1.20</td>
<td>1.21</td>
<td>1.21</td>
<td>1.22</td>
<td>1.22</td>
<td>1.21</td>
</tr>
</tbody>
</table>

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

Signature, Authorized Representative, Construction or Permanent Lender

Printed Name

Phone: ________________________

Email: ________________________

Date ________________________

Signature, Authorized Representative, Syndicator

Printed Name

Date ________________________

If a revised form is submitted, date of submission:_
Tab 28

Offsite Cost Breakdown
Off-Site Cost Breakdown

This form must be submitted with the Development Cost Schedule if the development has offsite costs, whether those costs are included in the budget as a line item, embedded in the acquisition costs, or referenced in utility provider letters. Therefore, the total costs listed on this worksheet may or may not exactly correspond with those off-site costs indicated on the Development Costs Schedule. However, all costs listed here should be able to be justified in another place in the application.

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

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

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

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

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

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

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

<table>
<thead>
<tr>
<th>A. 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>N/A</td>
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</tr>
</tbody>
</table>

**Total** $ -

Signature of Registered Engineer responsible for Budget Justification

Printed Name

Date

If a revised form is submitted, date of submission:
Tab 29

Site Work Cost Breakdown
This form must be submitted with the Development Cost Schedule as justification of Site Work costs.

**Column A:** The Site Work activity reflected here must match the Site Work activity reflected in the Development Cost Schedule.

**Columns B and C:** In determining actual construction cost, two different methods may be used:
- The construction costs may be broken into labor (Column B) and materials (Column C) for the activity; OR
- The use of unit price (Column B) and the number of units (Column C) data for the activity.

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

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

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

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

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

For Site Work costs that exceed $15,000 per Unit and are included in Eligible Basis, a CPA letter allocating which portions of those site costs should be included in Eligible Basis and which ones may be ineligible must be submitted behind this tab.

### Site Work Cost Breakdown

<table>
<thead>
<tr>
<th>Activity</th>
<th>Labor or Unit Price</th>
<th>Materials or # of Units</th>
<th>Total Construction Costs</th>
<th>Acquisition Costs</th>
<th>Engineering / Architectural Costs</th>
<th>Total Activity Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Detention</td>
<td>$</td>
<td>-</td>
<td>$</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Rough grading</td>
<td>$ 247,000.00</td>
<td>1</td>
<td>$ 247,000.00</td>
<td>$</td>
<td>$ 247,000.00</td>
<td>$ 247,000.00</td>
</tr>
<tr>
<td>Fine grading</td>
<td>$ 47,500.00</td>
<td>1</td>
<td>$ 47,500.00</td>
<td>$</td>
<td>$ 47,500.00</td>
<td>$ 47,500.00</td>
</tr>
<tr>
<td>On-site concrete</td>
<td>$ 152,000.00</td>
<td>1</td>
<td>$ 152,000.00</td>
<td>$</td>
<td>$ 152,000.00</td>
<td>$ 152,000.00</td>
</tr>
<tr>
<td>On-site paving</td>
<td>$ 156,750.00</td>
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<td>$ 156,750.00</td>
<td>$</td>
<td>$ 156,750.00</td>
<td>$ 156,750.00</td>
</tr>
<tr>
<td>On-site utilities</td>
<td>$ 152,000.00</td>
<td>1</td>
<td>$ 152,000.00</td>
<td>$</td>
<td>$ 152,000.00</td>
<td>$ 152,000.00</td>
</tr>
<tr>
<td>Bumper stops, striping &amp; signs</td>
<td>$ 19,000.00</td>
<td>1</td>
<td>$ 19,000.00</td>
<td>$</td>
<td>$ 19,000.00</td>
<td>$ 19,000.00</td>
</tr>
</tbody>
</table>

**Total**               |                      |                         |                          |                   |                                   | $ 774,250            |

Signature of Registered Engineer: Georges Halloul  
Printed Name: Georges Halloul  
Date: 02-24-2018  
If a revised form is submitted, date of submission:  
SLI Engineering, Inc. F 1902  
Georges Halloul  
SLI Engineering, Inc. F 1902
Tab 30

Development Cost Schedule
# Development Cost Schedule

This Development Cost Schedule must be consistent with the Summary Sources and Uses of Funds Statement. All Applications must complete the Total development cost column and the Tax Payer Identification column. Only HTC applications must complete the Eligible Basis columns and the Requested Credit calculation below:

## TOTAL DEVELOPMENT SUMMARY

<table>
<thead>
<tr>
<th></th>
<th>Total</th>
<th>Eligible Basis (If Applicable)</th>
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<tbody>
<tr>
<td><strong>ACQUISITION</strong></td>
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</tr>
<tr>
<td>Site acquisition cost</td>
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<tr>
<td>Existing building acquisition cost</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Closing costs &amp; acq. legal fees</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>OFF-SITES</strong></td>
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</tr>
<tr>
<td>Off-site concrete</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Storm drains &amp; devices</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water &amp; fire hydrants</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Off-site utilities</td>
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<tr>
<td>Sewer lateral(s)</td>
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<tr>
<td>Off-site paving</td>
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<td>Off-site electrical</td>
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<td><strong>SITE WORK</strong></td>
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<tr>
<td>Demolition</td>
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<tr>
<td>Asbestos Abatement (Demolition Only)</td>
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</tr>
<tr>
<td>Detention</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rough grading</td>
<td>247,000</td>
<td>247,000</td>
<td></td>
</tr>
<tr>
<td>Fine grading</td>
<td>47,500</td>
<td>47,500</td>
<td></td>
</tr>
<tr>
<td>On-site concrete</td>
<td>152,000</td>
<td>152,000</td>
<td></td>
</tr>
<tr>
<td>On-site electrical</td>
<td>0</td>
<td>0</td>
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</tr>
<tr>
<td>On-site paving</td>
<td>156,750</td>
<td>156,750</td>
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</tr>
<tr>
<td>On-site utilities</td>
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<td>152,000</td>
<td></td>
</tr>
<tr>
<td>Decorative masonry</td>
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<td>0</td>
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</tr>
<tr>
<td>Bumper stops, striping &amp; signs</td>
<td>19,000</td>
<td>19,000</td>
<td></td>
</tr>
<tr>
<td><strong>SITE AMENITIES</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Landscaping</td>
<td>166,250</td>
<td>166,250</td>
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</tr>
<tr>
<td>Pool and decking</td>
<td>76,000</td>
<td>76,000</td>
<td></td>
</tr>
<tr>
<td>Athletic court(s), playground(s)</td>
<td>38,000</td>
<td>38,000</td>
<td></td>
</tr>
<tr>
<td>Fencing</td>
<td>270,750</td>
<td>270,750</td>
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</tbody>
</table>

## Subtotal Acquisition Cost

<p>| | | | |</p>
<table>
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<tr>
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<th></th>
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<th></th>
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</thead>
<tbody>
<tr>
<td><strong>$489,118</strong></td>
<td>$0</td>
<td>$0</td>
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</tbody>
</table>

## Subtotal Off-Sites Cost

<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>$0</strong></td>
<td>$0</td>
<td>$0</td>
<td></td>
</tr>
</tbody>
</table>

## Subtotal Site Work Cost

<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
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</thead>
<tbody>
<tr>
<td><strong>$774,250</strong></td>
<td>$0</td>
<td>$774,250</td>
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</tbody>
</table>

## Subtotal Site Amenities Cost

<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>$551,000</strong></td>
<td>$0</td>
<td>$551,000</td>
<td></td>
</tr>
<tr>
<td>Building Costs*</td>
<td>Before 11.9(e)(2)</td>
<td>After 11.9(e)(2)</td>
<td></td>
</tr>
<tr>
<td>--------------------------</td>
<td>-------------------</td>
<td>------------------</td>
<td></td>
</tr>
<tr>
<td>Concrete</td>
<td>389,500</td>
<td>389,500</td>
<td></td>
</tr>
<tr>
<td>Masonry</td>
<td>71,250</td>
<td>71,250</td>
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</tr>
<tr>
<td>Metals</td>
<td>1,168,500</td>
<td>1,168,500</td>
<td></td>
</tr>
<tr>
<td>Woods and Plastics</td>
<td>109,250</td>
<td>109,250</td>
<td></td>
</tr>
<tr>
<td>Thermal and Moisture Protection</td>
<td>161,500</td>
<td>161,500</td>
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<tr>
<td>Roof Covering</td>
<td>213,750</td>
<td>213,750</td>
<td></td>
</tr>
<tr>
<td>Doors and Windows</td>
<td>1,140,000</td>
<td>1,140,000</td>
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</tr>
<tr>
<td>Finishes</td>
<td>23,750</td>
<td>23,750</td>
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<tr>
<td>Specialties</td>
<td>228,000</td>
<td>228,000</td>
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<tr>
<td>Furnishings</td>
<td>336,300</td>
<td>336,300</td>
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<tr>
<td>Special Construction</td>
<td>179,100</td>
<td>179,100</td>
<td></td>
</tr>
<tr>
<td>Mechanical (HVAC; Plumbing)</td>
<td>950,000</td>
<td>950,000</td>
<td></td>
</tr>
<tr>
<td>Electrical</td>
<td>494,000</td>
<td>494,000</td>
<td></td>
</tr>
<tr>
<td>Subtotal Building Costs</td>
<td>$5,816,400</td>
<td>$0</td>
<td></td>
</tr>
</tbody>
</table>

**Individually itemize costs below:**

- Detached Community Facilities/Building
- Carports and/or Garages
- Lead-Based Paint Abatement
- Asbestos Abatement (Rehabilitation Only)
- Structured Parking
- Commercial Space Costs
- Fire Sprinklers=2X$89,550/each

**Subtotal Building Costs** before 11.9(e)(2) $5,816,400

**Voluntary Eligible Building Costs (After 11.9(e)(2))**

Enter amount to be used to achieve desired score. $77.99 psf $5,816,400

**Total Building Costs & Site Work**

Including site amenities $7,141,650 $0 $7,141,650

**Contingency**

7.00% $499,916 $499,916

**Total Hard Costs**

$7,641,566 $0 $7,641,566

**Other Construction Costs**

<table>
<thead>
<tr>
<th>Other Construction Costs</th>
<th>% THC</th>
<th>Before 11.9(e)(2)</th>
<th>After 11.9(e)(2)</th>
</tr>
</thead>
<tbody>
<tr>
<td>General requirements (&lt;6%)</td>
<td>6.00%</td>
<td>458,494</td>
<td>458,494</td>
</tr>
<tr>
<td>Field supervision (within GR limit)</td>
<td>2.00%</td>
<td>152,831</td>
<td>152,831</td>
</tr>
<tr>
<td>Contractor overhead (&lt;2%)</td>
<td>6.00%</td>
<td>458,494</td>
<td>458,494</td>
</tr>
<tr>
<td>G &amp; A Field (within overhead limit)</td>
<td>6.00%</td>
<td>458,494</td>
<td>458,494</td>
</tr>
<tr>
<td>Contractor profit (&lt;6%)</td>
<td>6.00%</td>
<td>458,494</td>
<td>458,494</td>
</tr>
<tr>
<td>Total Contractor Fees</td>
<td>$1,069,819</td>
<td>$0</td>
<td>$1,069,819</td>
</tr>
</tbody>
</table>

**Total Construction Contract**

Before 11.9(e)(2) $8,711,385 $0 $8,711,385

**Voluntary Eligible "Hard Costs" (After 11.9(e)(2))**

Enter amount to be used to achieve desired score. $116.81 psf $8,711,385

*To score points under §11.9(e)(2) related to Cost of Development per Square Foot, the Voluntary Eligible Building Costs OR the Voluntary Eligible Hard Costs indicated above must fall within the required thresholds. If voluntary costs are not entered, staff will consider the Subtotal Building Cost or the Total Construction Contract costs, as applicable. Enter score for Building OR Hard Costs at end of form.
### SOFT COSTS

<table>
<thead>
<tr>
<th>Service</th>
<th>Amount</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Architectural - Design fees</td>
<td>261,250</td>
<td>261,250</td>
</tr>
<tr>
<td>Architectural - Supervision fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Engineering fees</td>
<td>71,250</td>
<td>71,250</td>
</tr>
<tr>
<td>Real estate attorney/other legal fees</td>
<td>38,000</td>
<td>38,000</td>
</tr>
<tr>
<td>Accounting fees</td>
<td>25,000</td>
<td>25,000</td>
</tr>
<tr>
<td>Impact Fees</td>
<td>64,600</td>
<td>64,600</td>
</tr>
<tr>
<td>Building permits &amp; related costs</td>
<td>42,750</td>
<td>42,750</td>
</tr>
<tr>
<td>Appraisal</td>
<td>12,000</td>
<td>12,000</td>
</tr>
<tr>
<td>Market analysis</td>
<td>10,000</td>
<td>10,000</td>
</tr>
<tr>
<td>Environmental assessment</td>
<td>12,000</td>
<td>12,000</td>
</tr>
<tr>
<td>Soils report</td>
<td>12,000</td>
<td>12,000</td>
</tr>
<tr>
<td>Survey</td>
<td>15,000</td>
<td>15,000</td>
</tr>
<tr>
<td>Marketing</td>
<td>30,000</td>
<td></td>
</tr>
<tr>
<td>Hazard &amp; liability insurance</td>
<td>47,500</td>
<td>47,500</td>
</tr>
<tr>
<td>Real property taxes</td>
<td>28,500</td>
<td>28,500</td>
</tr>
<tr>
<td>Personal property taxes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subtotal Soft Cost</td>
<td>$669,850</td>
<td>$0</td>
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</table>

### FINANCING:

#### CONSTRUCTION LOAN(S)

<table>
<thead>
<tr>
<th>Service</th>
<th>Amount</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest</td>
<td>455,200</td>
<td>341,400</td>
</tr>
<tr>
<td>Loan origination fees</td>
<td>82,760</td>
<td>82,760</td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td>80,750</td>
<td>80,750</td>
</tr>
<tr>
<td>Closing costs &amp; legal fees</td>
<td>52,250</td>
<td>52,250</td>
</tr>
<tr>
<td>Inspection fees</td>
<td>38,000</td>
<td>38,000</td>
</tr>
<tr>
<td>Credit Report</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Discount Points</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### PERMANENT LOAN(S)

<table>
<thead>
<tr>
<th>Service</th>
<th>Amount</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Loan origination fees</td>
<td>45,000</td>
<td></td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td>25,000</td>
<td></td>
</tr>
<tr>
<td>Closing costs &amp; legal</td>
<td>50,000</td>
<td></td>
</tr>
<tr>
<td>Bond premium</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Credit report</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Discount points</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Credit enhancement fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prepaid MIP</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lender application fees</td>
<td>25,000</td>
<td></td>
</tr>
<tr>
<td>Lender conversion fees</td>
<td>15,000</td>
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</tr>
</tbody>
</table>

#### BRIDGE LOAN(S)

<table>
<thead>
<tr>
<th>Service</th>
<th>Amount</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Loan origination fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Closing costs &amp; legal</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### OTHER FINANCING COSTS

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tax credit fees</td>
<td>49,344</td>
</tr>
<tr>
<td>Tax and/or bond counsel</td>
<td></td>
</tr>
<tr>
<td>Payment bonds</td>
<td></td>
</tr>
<tr>
<td>Performance bonds</td>
<td></td>
</tr>
<tr>
<td>Credit enhancement fees</td>
<td></td>
</tr>
<tr>
<td>Mortgage insurance premiums</td>
<td></td>
</tr>
<tr>
<td>Cost of underwriting &amp; issuance</td>
<td></td>
</tr>
<tr>
<td>Syndication organizational cost</td>
<td>80,000</td>
</tr>
<tr>
<td>Tax opinion</td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
</tr>
</tbody>
</table>

**Subtotal Financing Cost**

<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
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<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>$998,304</td>
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<td>$595,160</td>
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</table>

### DEVELOPER FEES

<table>
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<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Housing consultant fees</td>
<td>1,492,450</td>
</tr>
<tr>
<td>General &amp; administrative</td>
<td></td>
</tr>
<tr>
<td>Profit or fee</td>
<td></td>
</tr>
</tbody>
</table>

**Subtotal Developer Fees** 15.00%

<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>$1,492,450</td>
<td>0</td>
<td>$1,492,450</td>
<td>15.00%</td>
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</tbody>
</table>

### RESERVES

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rent-up</td>
<td>140,000</td>
</tr>
<tr>
<td>Operating</td>
<td>280,000</td>
</tr>
<tr>
<td>Replacement</td>
<td></td>
</tr>
<tr>
<td>Escrows</td>
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</table>

**Subtotal Reserves**

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<table>
<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td>$420,000</td>
<td>0</td>
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</table>

### TOTAL HOUSING DEVELOPMENT COSTS

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<table>
<thead>
<tr>
<th></th>
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<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>$12,781,107</td>
<td>0</td>
<td>$11,438,845</td>
<td></td>
</tr>
</tbody>
</table>

The following calculations are for HTC Applications only.

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

**Total Eligible Basis**

<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>$11,438,845</td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

**Total Adjusted Basis**

<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>$14,870,499</td>
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</table>

**Applicable Fraction**

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<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td>0</td>
<td>91%</td>
<td></td>
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</tr>
<tr>
<td>$13,533,344</td>
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</tbody>
</table>

**Total Qualified Basis**

<p>| | | | |</p>
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<tr>
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<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>$13,533,344</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Applicable Percentage**

<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td></td>
<td>9.00%</td>
<td></td>
</tr>
<tr>
<td>$1,218,001</td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

**Credits Supported by Eligible Basis**

<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>(May be greater than actual request)</td>
<td>$1,218,001</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Requested Score for 11.9(e)(2)**

<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>12</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Name of contact for Cost Estimate:** Keith Puhlman

**Phone Number for Contact:** (915) 494-3537

If a revised form is submitted, date of submission:
Tab 31

Financing Narrative and Summary of Sources and Uses of Funds
### Summary of Sources and Uses

---

<table>
<thead>
<tr>
<th>Financing Participants Funding Description</th>
<th>Construction Period</th>
<th>Lien Position</th>
<th>Permanent Period</th>
<th>Lien Position</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Amount</td>
<td>Interest Rate (%)</td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
</tr>
<tr>
<td>Hunt Capital Partners, LLC</td>
<td>$8,276,000</td>
<td>5.50%</td>
<td>$2,486,000</td>
<td>6.50%</td>
</tr>
<tr>
<td>Chapter 33, HUD</td>
<td>$0</td>
<td>0.00%</td>
<td>$0</td>
<td>0.00%</td>
</tr>
<tr>
<td>Chapter 33, HUD</td>
<td>$0</td>
<td>0.00%</td>
<td>$0</td>
<td>0.00%</td>
</tr>
<tr>
<td>Chapter 33, HUD</td>
<td>$0</td>
<td>0.00%</td>
<td>$0</td>
<td>0.00%</td>
</tr>
<tr>
<td>Chapter 33, HUD</td>
<td>$0</td>
<td>0.00%</td>
<td>$0</td>
<td>0.00%</td>
</tr>
</tbody>
</table>

**Total Sources of Funds**: $11,966,130

**Total Uses of Funds**: $12,781,107
**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).

See attached narrative.

Describe the replacement reserves:

See attached narrative.

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:

See attached narrative.

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

Dana Mayo

Printed Name

February 26, 2018

Date

Telephone: (818) 380-6130

Email address: Dana.Mayo@huntcompanies.com

If a revised form is submitted, date of submission: [ ]
2018 Financing Narrative for Metro 31 Senior Community
(Sources & Uses)

Financing for the project will be provided by the following funding sources:

(A) Construction Loan from Hunt Capital Partners, LLC
(B) Permanent Loan from Hunt Capital Partners, LLC
(C) Local Political Subdivision funding from the City of El Paso
(D) Third Party Equity from Hunt Capital Partners, LLC
(E) Deferred Developer Fee from the project Developer

Description of funding sources:

(A) Construction phase funding will consist of a conventional variable rate full recourse construction loan for the amount of $8,276,000 for a term of 24 months. Funds will be drawn from this loan as needed at closing on or about 02/01/2019 and continuing monthly to construction completion 18 months later on or about 07/31/2020. Monthly interest only payments will be calculated on the drawn balance at an annual variable rate based on the 30 Day LIBOR plus 300 basis points (currently 4.60%) with a floor of 5.50%. We are projecting an average rate of 5.50% annually. Additional construction phase funds will be provided from contributions of 33% of the total tax credit equity (described in item D) as well as the deferral of a portion of the developer fee earned during the construction phase. The construction loan will be paid off with proceeds from the permanent loan described below as well as tax credit equity contributed at project stabilization.

(B) Once the project has stabilized on or about 11/30/2020, permanent financing will be provided by a conventional non-recourse loan in the amount of $2,486,000 at an estimated annual fixed rate of 6.50% based on the 10 Year U.S. Treasury Yield (currently 2.90%+/-) plus 350 basis points. Principal and interest payments will be due monthly based on a 35 year amortization period. The loan term will be 15 years and a balloon payment will be paid at maturity from refinancing proceeds.

(C) Local Political Subdivision funding will be provided by the City of El Paso in the form of a waiver of at least $500 of construction permit fees at the beginning of construction on or about 02/01/2019. The amount of $500 has been deducted from “building permits” under Soft Costs on the Development Cost Schedule and is not shown separately on the Sources and Uses.

(D) Additional construction and permanent funding of $10,000,520 will be provided by LIHTC syndication proceeds contributed at various stages of project completion. The proceeds are based on a price of $0.87 per credit for 99.99% of the requested annual tax credit allocation of $1,149,600 for 10 years.

(E) Finally, the owner will defer a portion of the developer fee (less than 50% of the total fee) to provide the balance of the amount necessary to fund the project. The deferred fee will be fully paid from the operating cash flow of the project during the initial 15 year compliance period.
Description of the Replacement Reserves:

The General Partner shall establish and maintain the Replacement Reserve to provide for working capital needs, improvements, replacements and any other contingencies of the Partnership as required by the Lenders and/or any Agency. Commencing on the Construction Completion Date, the General Partner shall cause the Partnership to deposit into the Replacement Reserve Account from its Gross Operating Revenues, the amount of $300 per unit per year, funded in twelve (12) equal monthly payments. The required amount shall be adjusted upward each year, commencing the year after the Completion Date, by three percent (3%). Following the 5th year of the Compliance Period, and every five (5) years thereafter, the Limited Partner shall have the right to require a physical needs assessment for the Apartment Complex, which may result in adjustments to the Replacement Reserve. Except in the case of an emergency expenditure necessary to protect the safety of the tenants or structural repairs required to maintain the integrity of the Apartment Complex, withdrawals and expenditures from the Replacement Reserve shall be made only with the Consent of the Limited Partner and are subject to any written approval which may be required by any Lender or Agency. If the terms of any Loan impose more strict requirements regarding the funding and/or use of Replacement Reserve, such more strict requirements shall apply.

Description of the Operating Income:

Gross Operating Revenues will be derived from actual monthly collections from the customary operations of the Apartment Complex, including, but not limited to, any and all of the following:

(i) rent paid by tenants; (ii) public subsidy payments from tenant based housing vouchers which are actually paid during such period; (iii) late charges and NSF fees paid by tenants; (iv) rents and receipts from vending machines; (v) cable television and telephone revenues; (vi) earnings on the Replacement Reserve, Operating Reserve or other reserves, accounts and investments of the Partnership; (vii) tenant security deposits forfeited by tenants or applied against amounts due from tenants; and (viii) application fees received from prospective residents. There is no project based assistance or operating subsidy included in operating income.
<table>
<thead>
<tr>
<th>Tab 32</th>
</tr>
</thead>
<tbody>
<tr>
<td>Financial Capacity and Construction Oversight (HOME Applications Only)</td>
</tr>
<tr>
<td>Not Applicable</td>
</tr>
</tbody>
</table>
Financial Capacity (10 TAC §13.8(c)(5))
If the Department’s Direct Loan amounts to more than 50% of the Total Housing Development Cost, except Developments also financed through the USDA §515 program, the Application **MUST** include:

- A letter from a Third Party CPA verifying the capacity of the Applicant, Developer, or Development Owner to provide at least 10% of the Total Housing Development Cost as a short term loan for Development; **OR**

- Evidence of a line of credit or equivalent tool equal to at least 10% of the Total Housing Development Cost from a financial institution that is available for use during the proposed development activities.

Owner Equity and Appraisal Requirements (10 TAC §13.8(c)(6))
If the Direct Loan is the only source of Department funding for the Development (no HTC being requested), the Development Owner **MUST** provide:

- equity in an amount not less than 20% of Total Housing Development Costs; and
- if proposing new construction, an "as completed" appraisal pursuant to 10 TAC §10.304 which results in a repayable loan to value of not greater than 80%; or
- if proposing rehabilitation, the "as is" appraisal required by 10 TAC §10.205(4) may meet this requirement without needing an "as completed" appraisal provided the loan to value is not greater than 80%

As a result of providing owner equity in an amount greater than 5% of Total Housing Development Costs, the following must be provided in accordance with 10 TAC §10.204(7)(C):

- A letter - not older than 6 months from the date the of Application submission - from a Third Party CPA verifying the capacity of the Development Owner to provide the proposed financing with funds that are not otherwise committed or pledged; and

- A letter - not older than 6 months from the date the of Application submission - from the Development Owner’s bank or banks confirming that such funds are available and will remain available at commitment and until the required investment is completed.
Tab 33

Matching Funds (HOME Applications Only)

Not Applicable
Match Funds (Multifamily Direct Loan Applications Only) [§10.204(7)(E)]

Match in the amount of at least 5% of the Multifamily Direct Loan funds requested must be documented with a letter from the anticipated provider of Match indicating the provider’s willingness and ability to make a financial commitment should the Development receive an award of Multifamily Direct Loan funds. The information provided must be consistent with all other documentation in the Application.

Indicate the amount and source of Match funds in the appropriate spaces in the table below.

Generally, a Related Party contribution to the Development is not considered eligible Match. Please see 10 TAC §13.2(8) as well as the Match Guidance below.

<table>
<thead>
<tr>
<th>Type of Match Pledged</th>
<th>Pledged Amount</th>
<th>Source of Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non-Federal Grants</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Waived, foregone or deferred fees and charges (ex: debris removal and container fees, tap fees, building permits, other mandatory fees charged by the local municipality) <strong>CANNOT</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Below Market Interest Rate Loan</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Property Tax Abatement</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Donated Non-Professional Labor</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Non-Federally Funded Infrastructure</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rental Value of Donated Use of Site Preparation or Construction Equipment</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Donated Construction Materials</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Donated Site Preparation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Donated Demolition Services</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Donated Real Property</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Value of Match Pledged</td>
<td>$</td>
<td>-</td>
</tr>
<tr>
<td>Total Amount of MF Direct Loan funds Requested</td>
<td>$</td>
<td>-</td>
</tr>
<tr>
<td>Percentage of MF Direct Loan Funds to be Matched (Total Value of Match /MF Direct Loan Funds Requested)</td>
<td>#DIV/0!</td>
<td></td>
</tr>
</tbody>
</table>
Tab 34

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

| Self Score Total: 108 |

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

Name of the Local Political Subdivision providing the funding:

| X | City of El Paso |

- A letter from an official of the political subdivision stating that the political subdivision will provide a loan, grant, reduced fees or contribution of other value type, and the terms under which it will be provided is in the application.
- The dollar value of the contribution must be in the letter and must equal $500 or more if Urban and $250 or more if Rural or USDA.
- The commitment of development funding is reflected in the Application as a financial benefit to the Development, i.e. reported as a source of funds on the Sources and Uses Form and/or reflected in a lower cost in the Development Cost Schedule, such as notation of a reduction in building permits and related costs.

**Total Points Claimed:** 1

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

- Eligible Pro-Forma and letter stating the Development is financially feasible. 16
- 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))

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Percent of Units restricted to serve households at or below 30% of AMGI</td>
<td>9.47%</td>
</tr>
<tr>
<td>HTC funding request as a percent of Total Housing Development Cost</td>
<td>8.99%</td>
</tr>
</tbody>
</table>

**Eligibility for points:**

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

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

**Total Points Claimed:** 2
Tab 35

Supporting Documents

- Executed Pro Forma
- Letter from lender regarding approval
- Evidence of Permanent and Construction Financing
- Evidence of Owner Contributions
- Evidence of Equity Financing
ALL SUPPORTING DOCUMENTS MUST BE CONSISTENT WITH THE SOURCES AND USES

- Executed Pro Forma from Permanent or Construction Lender
- Letter from lender regarding approval of Principals (consistent with Template)
- Evidence of all Permanent and Construction Financing (term sheets, loan agreements)
- Evidence of any Gap Financing, terms included
- Evidence of any Owner Contributions, with financial support if required
- Evidence of Equity Financing (HTC applications only)
- Letter from Texas Historical Commission (THC) indicating preliminary eligibility for historic (rehabilitation) tax credits and documentation of Certified Historic Structure status as detailed in QAP §11.9(e)(6) was submitted behind TAB 19.
- Letter from Local Political Subdivision evidencing a loan, grant, reduced fees or contribution of other value to benefit the Development. [QAP §11.9(d)(2)]
- Evidence of Rental Assistance/Subsidy
# 15 Year Rental Housing Operating Pro Forma (All Programs)

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

<table>
<thead>
<tr>
<th>INCOME</th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>POTENTIAL GROSS ANNUAL RENTAL INCOME</td>
<td>$624,828</td>
<td>$667,325</td>
<td>$650,071</td>
<td>$663,072</td>
<td>$676,334</td>
<td>$746,727</td>
<td>$824,447</td>
</tr>
<tr>
<td>Secondary Income</td>
<td>$17,100</td>
<td>$17,442</td>
<td>$17,791</td>
<td>$18,147</td>
<td>$18,510</td>
<td>$20,436</td>
<td>$22,563</td>
</tr>
<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$641,928</td>
<td>$684,767</td>
<td>$667,862</td>
<td>$681,219</td>
<td>$694,844</td>
<td>$767,163</td>
<td>$847,010</td>
</tr>
<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>($46,145)</td>
<td>($49,107)</td>
<td>($50,900)</td>
<td>($51,091)</td>
<td>($52,113)</td>
<td>($57,537)</td>
<td>($63,526)</td>
</tr>
<tr>
<td>Rental Concessions</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>EFFECTIVE GROSS ANNUAL INCOME</td>
<td>$595,783</td>
<td>$635,659</td>
<td>$617,772</td>
<td>$630,188</td>
<td>$642,730</td>
<td>$709,626</td>
<td>$783,485</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>EXPENSES</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>General &amp; Administrative Expenses</td>
<td>$26,165</td>
<td>$26,950</td>
<td>$27,758</td>
<td>$28,539</td>
<td>$29,449</td>
<td>$34,139</td>
<td>$39,577</td>
</tr>
<tr>
<td>Management Fee</td>
<td>$29,689</td>
<td>$30,283</td>
<td>$30,888</td>
<td>$31,506</td>
<td>$32,136</td>
<td>$35,481</td>
<td>$39,174</td>
</tr>
<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$112,054</td>
<td>$115,416</td>
<td>$118,878</td>
<td>$122,444</td>
<td>$126,118</td>
<td>$146,205</td>
<td>$169,492</td>
</tr>
<tr>
<td>Repairs &amp; Maintenance</td>
<td>$42,750</td>
<td>$44,033</td>
<td>$45,353</td>
<td>$46,714</td>
<td>$48,116</td>
<td>$55,779</td>
<td>$64,663</td>
</tr>
<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$18,050</td>
<td>$18,552</td>
<td>$19,149</td>
<td>$19,724</td>
<td>$20,315</td>
<td>$23,551</td>
<td>$27,302</td>
</tr>
<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$31,825</td>
<td>$32,780</td>
<td>$33,763</td>
<td>$34,776</td>
<td>$35,819</td>
<td>$41,524</td>
<td>$48,138</td>
</tr>
<tr>
<td>Annual Property Insurance Premiums</td>
<td>$30,400</td>
<td>$31,312</td>
<td>$32,251</td>
<td>$33,219</td>
<td>$34,215</td>
<td>$39,665</td>
<td>$45,983</td>
</tr>
<tr>
<td>Property Tax</td>
<td>$54,625</td>
<td>$56,264</td>
<td>$57,952</td>
<td>$59,690</td>
<td>$61,481</td>
<td>$71,273</td>
<td>$82,625</td>
</tr>
<tr>
<td>Reserve for Replacements</td>
<td>$26,500</td>
<td>$29,355</td>
<td>$30,236</td>
<td>$31,143</td>
<td>$32,077</td>
<td>$37,186</td>
<td>$43,109</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>$3,480</td>
<td>$3,584</td>
<td>$3,692</td>
<td>$3,803</td>
<td>$3,917</td>
<td>$4,541</td>
<td>$5,264</td>
</tr>
<tr>
<td>TOTAL ANNUAL EXPENSES</td>
<td>$377,538</td>
<td>$388,567</td>
<td>$399,921</td>
<td>$411,610</td>
<td>$423,643</td>
<td>$489,345</td>
<td>$565,327</td>
</tr>
<tr>
<td>NET OPERATING INCOME</td>
<td>$216,245</td>
<td>$217,092</td>
<td>$217,851</td>
<td>$218,517</td>
<td>$219,087</td>
<td>$220,281</td>
<td>$238,158</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DEBT SERVICE</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>First Deed of Trust Annual Loan Payment</td>
<td>$180,205</td>
<td>$180,205</td>
<td>$180,205</td>
<td>$180,205</td>
<td>$180,205</td>
<td>$180,205</td>
<td>$180,205</td>
</tr>
<tr>
<td>Second Deed of Trust Annual Loan Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Third Deed of Trust Annual Loan Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Annual Required Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Annual Required Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ANNUAL NET CASH FLOW</td>
<td>$36,040</td>
<td>$36,887</td>
<td>$37,646</td>
<td>$38,312</td>
<td>$38,882</td>
<td>$40,076</td>
<td>$37,953</td>
</tr>
<tr>
<td>CUMULATIVE NET CASH FLOW</td>
<td>$36,040</td>
<td>$72,927</td>
<td>$110,573</td>
<td>$148,886</td>
<td>$187,767</td>
<td>$235,162</td>
<td>$380,234</td>
</tr>
<tr>
<td>Debt Coverage Ratio</td>
<td>1.20</td>
<td>1.20</td>
<td>1.21</td>
<td>1.21</td>
<td>1.22</td>
<td>1.22</td>
<td>1.21</td>
</tr>
</tbody>
</table>

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

Signature, Authorized Representative, Construction or Permanent Lender

Signature, Authorized Representative, Syndicator

Printed Name

Phone: [Redacted]

Email: [Redacted]

Date

February 26, 2018

Printed Name

Metro 31 (Wren) 18-MFUnifiedApp 180219-1

27. Pro Forma
February 27, 2018

Ike Monty
Investment Builders, Inc.
7400 Viscount, Suite 109
El Paso, TX 79925

Re: Metro 31 Senior Community, a 95 unit affordable housing development to be located in El Paso, Texas, and developed, constructed, owned and operated a to be formed Texas limited partnership (the “Partnership”), in compliance with Section 42 of the Internal Revenue Code of 1986 ("IRC")

Dear Mr. Monty:

The attached 15-year pro forma was prepared by Investment Builders, Inc. for Metro 31 Senior Community located in El Paso, Texas. The pro forma is consistent with the unit rental rate assumptions, total operating expenses, net operating income, and debt service coverage based on Hunt Capital Partner, LLC’s current underwriting parameters and consistent with the loan terms indicated in the term sheet and is preliminarily considered feasible, pending further diligence review. The debt service for each year maintains no less than a 1.15 debt coverage ratio.

Additionally, we have performed a preliminary review of the credit worthiness of Investment Builders, Inc. and its Principals. At this time, Hunt Capital Partners, LLC 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.

Sincerely,

Dana Mayo
Executive Managing Director
Hunt Capital Partners, LLC

Cc: Bryce Tobias (Hunt Capital Partners)
February 27, 2018

Ike Monty
Investment Builders, Inc.
7400 Viscount, Suite 109
El Paso, TX 79925

Re: Metro 31 Senior Community, a 95 unit affordable housing development to be located in El Paso, El Paso County, Texas and developed, constructed, owned and operated by to be formed Texas limited partnership (the “Partnership”), in compliance with Section 42 of the Internal Revenue Code of 1986 ("IRC")

Dear Mr. Monty:

It has been a pleasure working with you regarding the above referenced project. Hunt Capital Partners, LLC ("HCP") commits to provide construction and permanent loan financing for this project on the terms and conditions set forth below.

Borrower: A to be formed Texas Limited Partnership

Construction Loan Amount: $8,276,000

Permanent Loan Amount: $2,486,000; this loan amount is subject to 90% of appraised value based on restricted rents and a market cap rate.

Term:

Construction Phase of Loan – Construction Phase shall be that period of time until the project reaches rental achievement for three (3) consecutive months but not greater than twenty-four (24) months. Stabilization shall be defined as not less than 90% of the units leased and occupied to qualifying tenants at rental rates approved by the lender. The construction loan will have one six (6) month extension at the borrower’s option.

Permanent Phase of Loan – 15 years from the date the loan is converted to a permanent loan. Amortization schedule shall be thirty (35) years.

Interest rate:

Construction Loan: The construction interest rate will be set at the time of closing. The rate is based on prime plus 300 basis points. The interest rate will be variable for the entire term of the construction loan with a floor of 5.50%.
<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Permanent Loan:</td>
<td>The permanent loan rate will be set and rate locked at the time of construction loan closing. The rate is based on a spread of approximately 350 basis points above the 10-year Treasury. The spread is subject to change. The rate is projected to be 6.50%.</td>
</tr>
<tr>
<td>Origination Fee:</td>
<td>Construction Loan fee is 1.0% paid at closing plus 0.75% for any extension. Permanent Loan fee is 1.0% paid at closing of the Construction Loan. The minimum fee shall be $45,000</td>
</tr>
<tr>
<td>Application Fee:</td>
<td>$25,000</td>
</tr>
<tr>
<td>Conversion Fee:</td>
<td>$15,000</td>
</tr>
<tr>
<td>Recourse:</td>
<td>Construction loan: Full recourse until Stabilization. Personal guarantees required by Ike Monty. Permanent loan: None, with the exception of customary, &quot;carve-out&quot; for matters such as, but not limited to, fraud, misappropriation of funds, environmental matters, other bad acts, breach of Special Purpose Entity requirements, and breach of reporting requirements.</td>
</tr>
<tr>
<td>Anticipated Funding Date:</td>
<td>TBD</td>
</tr>
<tr>
<td>Minimum DSCR:</td>
<td>The minimum debt service coverage is $1.15 to 1</td>
</tr>
<tr>
<td>LTV (Permanent):</td>
<td>90%; Based on Restricted Rents and using a market cap rate</td>
</tr>
<tr>
<td>Construction Loan:</td>
<td>Loan is limited to 90% of costs; and the amount of the permanent loan.</td>
</tr>
<tr>
<td>Minimum Occupancy:</td>
<td>90% for three (3) consecutive months prior to Stabilization.</td>
</tr>
<tr>
<td>Prepayment:</td>
<td>Partial prepayment is not allowed except for application of insurance proceeds or condemnation awards. Prepayment is not allowed in years 1-10; yield maintenance premiums will apply thereafter.</td>
</tr>
<tr>
<td>Security:</td>
<td>First priority mortgage encumbering the referenced project. First security interest in all furniture, fixtures, equipment, permits, documents and contracts. First priority assignment of leases, rents,</td>
</tr>
</tbody>
</table>
profits, licenses, permits and contracts. A pledge of all escrow and reserve accounts.

Taxes and Insurance: A monthly escrow deposit for taxes and insurance will be required.

Replacement Reserve: $300 annually per unit subject to change pursuant to the recommendation of the third party reports referenced below. A monthly escrow deposit equal to 1/12 of the annual reserve amount will be required.

Third Party Reports: An appraisal, environmental assessment report, and building condition survey, acceptable to HCP in its sole authority, dated not more than six (6) months prior to closing will be required. The aforementioned third party reports must be received not less than 30 days prior to closing.

Additional Loan Expenses: The borrower will pay all customary closing costs, including but not limited to, HCP’s application and conversion fees, HCP’s legal fees, and third party due diligence reports.

Contingency: In order to lock the Loan Rate and close, Borrower must satisfy conditions including but not limited to: (i) closing of the LIHTC Partnership and admission of the Limited Partner, (ii) funding of at least 10% of the Limited Partner’s aggregate capital contribution, (iii) Closing of all subordinate financing, (iv) receipt and approval by HCP of construction plans and specifications and related construction due diligence; (v) no defaults or material adverse change in the financial condition of the Project, Borrower, Key Principals or any other feature of the transaction from that which existed on the Commitment Acceptance Date in HCP’s sole discretion; and (vi) approval of the Loan by the HCP’s Investment Committee.

Assignment: HCP shall have the right to assign its rights and obligations hereunder.
If the above arrangement is acceptable to you, please execute and return this Term Sheet, by the close of business on March 16, 2018, otherwise this letter shall become null and void.

We look forward to working with you to bring this loan to a rapid closing. If you have any questions, please call Bryce Tobias on 818-380-6128.

Sincerely,

Dana Mayo
Executive Managing Director
Hunt Capital Partners, LLC

AGREED and ACCEPTED:

Investment Builders, Inc.

By:  
Name: Ike J. Monty
Title: President

Cc: Bryce Tobias (Hunt Capital Partners)
February 26, 2018

Ms. Marni Holloway  
Director of Multifamily Finance  
Texas Department of Housing and Community Affairs  
P O Box 13941  
Austin, TX 78711

Re: Application #18127 Metro 31 Senior Community

Dear Ms. Holloway:

Metro 31 Senior Community, Ltd., as the Owner-Applicant and Investment Builders, Inc., as the Developer, are aware of and hereby acknowledge that $294,587.00 of the Developer Fee owed to Investment Builders, Inc. for the Metro 31 Senior Community Apartments shall be deferred.

The terms of the deferred developer fee shall be: a 15-year term and loaned at zero percent (0%) interest. Payments shall be repaid from available cash flow with the balance due at the end of the term.

Yours truly,

Metro 31 Senior Community, Ltd.  
By: Investment Builders, Inc.  
Its: General Partner

Investment Builders, Inc.  
By: Ike J. Monty  
Its: President

By:  
Ike J. Monty  

By:  
Ike J. Monty
February 27, 2018

Ike Monty
Investment Builders, Inc.
7400 Viscount, Suite 109
El Paso, TX 79925

Re: Metro 31 Senior Community, a 95 unit affordable housing development to be located in El Paso, El Paso County, Texas and developed, constructed, owned and operated by to be formed Texas limited partnership (the “Partnership”), in compliance with Section 42 of the Internal Revenue Code of 1986 ("IRC")

Dear Mr. Monty:

Thank you for providing Hunt Capital Partners, LLC (“HCP”) the opportunity to present this Letter of Intent Agreement. The following sets forth our proposal of the basic business terms to be included in the Partnership by and between Hunt, or its designees as the Investor Limited Partner (the “Limited Partner” or “LP”) and Investment Builders, Inc. (or affiliate thereof), a Texas limited liability company (the "General Partner" or "GP") regarding the Project.

**Investment Entity:**
A to be formed Texas Limited Partnership (the "Partnership"), with Investment Builders, Inc. (or affiliate thereof), as General Partner with a 0.01% ownership interest in the Partnership, and Hunt Capital Partners, LLC or its designated affiliate, as Limited Partner with a 99.99% ownership interest in the Partnership.

**Tax Credits Available:**
$11,496,000 (“projected LIHTCs”)
The LP is acquiring 99.99% of the partnership’s tax credits with annual housing credit allocation of $1,149,600.

**Net Credit Price to Partnership:**
$0.87 (Federal LIHTC)

**Net Capital Contribution:**
$10,000,520

**Equity Proceeds Pay-In Schedule:**
Based on the terms of this letter agreement and the information, projections, and assumptions you have provided to us, equity contributions will be made to the Partnership by the LP in the percentages set forth below:
1. 11% will be funded at (a) the Limited Partner’s admission into the Partnership, (b) closing and initial funding of all of the construction financing for the Project, (c) receipt of the commitments for all of the permanent financing, and (d) receipt of the LIHTC allocation; such funds shall be used to fund hard and soft development costs.

2. 11% will be funded upon the later to occur of: (a) satisfaction of all conditions precedent to the payment set forth in paragraph (1), and (b) 50% construction completion as certified by project architect; such funds shall be used to fund hard and soft development costs.

3. 11% will be funded upon the later to occur of: (a) satisfaction of all conditions precedent to the payment set forth in paragraphs (1) and (2) and (b) 100% construction completion as certified by project architect; such funds shall be used to fund hard and soft development costs.

4. 67% will be funded upon the later to occur of: (a) satisfaction of all conditions precedent to the payments set forth in paragraphs (1), (2) and (3), (b) the issuance of final Municipal or County Occupancy Certificates, (c) receipt of the certification of qualified expenditures by an independent certified public accountant, (d) 90% qualified occupancy for three consecutive months (“Stabilized Operations”), (e) funding of the Permanent Loan, (f) the issuance of all Treasury Forms 8609, and (g) receipt of the federal income tax return and K-1s for the Partnership; such funds shall be used to fund initial operating deficit reserves and any remaining hard and soft development costs.

Obligations of the General Partner and Guarantor(s):

Operating Deficit Guaranty: The GP and Guarantors will guarantee and agree to loan to the Partnership sufficient funds, for a period of 60 months following the date stabilized operations is achieved (the "Operating Deficit Guarantee Period"), to fund operating deficits.

Development Completion Guaranty: The GP and Guarantors will guarantee completion of construction of the
Project substantially in accordance with plans and specifications approved by Hunt Capital Partners, LLC, including, without limitation, a guaranty: (i) to pay any amounts needed in excess of the construction loan and other available proceeds to complete the improvements; and (ii) to pay operating deficits prior to the conclusion of Project construction.

Credit Adjusters: The GPs will provide that, if in any year actual credits are less than Projected Credits, then LP shall be owed an amount necessary to preserve its anticipated return based on the Projected Credit.

The obligations of the GP shall be guaranteed by GP, Developer and their principals (the “Guarantor”).

**Asset Management Fee (AMF):** $7,500 annually

**Cash Flow Split:** Cash Flow to the Partnership shall be distributed as follows:

a. To the LP, to make any tax credit adjuster payment not previously made;

b. To the payment of any debts, excluding any unpaid Development Fee, owed to the Partners and/or their affiliates, until all such debts have been paid in full;

c. To the payment of the AMF plus all accrued AMF unpaid from prior years;

d. 90% to the payment of any unpaid Development Fee, until such fee has been paid in full and 10% to the LP;

e. The balance, 90% to the GP as an Incentive Property Management Fee and 10% to the partners in accordance with their ownership percentages.

All tax profits, losses, and credits from operations will be allocated 0.01% to the GP and 99.99% to the LP.

**Residual Split:** From Refinancing or Sale. Taxable profits and/or losses from a sale of the Property will be allocated among the Partners of the Partnership to adjust capital accounts as required by the Internal Revenue Code and in accordance with sale proceeds distributions.
Sale and Refinancing Proceeds will be distributed as follows:

a. Payment in full of all Partnership debts except those due to Partners and/or their affiliates;
b. To the LP, to make any tax credit adjuster payment not previously made;
c. To the payment of any debts owed to Partners and/or their affiliates until all such debts have been paid in full, and GP’s capital contribution;
d. The balance, 90% to the GP and 10% to the LP.

**Replacement Reserves:** $300/unit/year

**Other Terms and Conditions:**

1) Proof of award and allocation of LIHTC.

2) The GP must have a firm commitment for a fixed-rate permanent first mortgage with terms, conditions and a Lender acceptable to the Limited Partner.

3) Receipt, review, and approval of market study, environmental and geological reports, plans and specifications, contractor and such other conditions which are customary and reasonable for an equity investment of this nature and amount;

4) The Capital Contributions are determined on the projected credits delivered to Hunt based on the lease-up schedule provided to Hunt by the GP. Any changes in the timing of construction and/or lease-up may impact the timing and amounts of Capital Contributions.

5) Approval of the transaction by (i) HCP’s Investment Committee and (ii) HCP’s Investor including transaction yield and tax rate assumptions.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]
In recognition of the time and expense to be spent by Hunt in evaluating this transaction prior to closing, the GP will deal exclusively with Hunt with respect to the transactions noted in this firm commitment letter until this firm commitment letter is terminated by either party. You hereby confirm that no other party presently has any right to acquire an interest in the Property or the Partnership.

Please execute and promptly return to us a copy of this commitment letter. The terms herein shall expire 10 business days after the date of this letter if your signed copy has not been received by us.

Sincerely,


Dana Mayo  
Executive Managing Director  
Hunt Capital Partners, LLC

AGREED and ACCEPTED:

Investment Builder, Inc.

By:  

Name:  

Title:  

2/28/2018  

Date

Cc: Bryce Tobias (Hunt Capital Partners)
RESOLUTION

WHEREAS, Metro 31 Senior Community, Ltd (Applicant)/Investment Builders, Inc. (Developer) has proposed the development of affordable rental housing known as Metro 31 Senior Community, proposed to be located at the south east corner of Wren Avenue and Gallivant Place (future street) El Paso, Texas 79924, in the City of El Paso, El Paso County, Texas; and

WHEREAS, Metro 31 Senior Community, Ltd (Applicant)/Investment Builders, Inc. (Developer) has communicated that it intends to submit an application to the Texas Department of Housing and Community Affairs for 2018 Competitive 9% Housing Tax Credits for the Metro 31 Senior Community development; and

WHEREAS, in accordance with Section 11.9(d)(1) of the Qualified Allocation Plan, an application may qualify for points for a resolution voted on and adopted from the governing body expressly setting forth that the City of El Paso supports the Metro 31 Senior Community application; and

WHEREAS, Metro 31 Senior Community, Ltd (Applicant)/Investment Builders, Inc. (Developer) has requested a waiver of development/permit fees in the amount of $500.00 for the Metro 31 Senior Community development as a commitment of development funding from the City of El Paso, Texas.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. That the City of El Paso, Texas, acting through its governing body, hereby confirms that it supports the proposed Metro 31 Senior Community located at southeast corner of Wren Avenue and Gallivant Place (future street), El Paso, Texas 79924 and that this formal action has been taken to put on record the opinion expressed by the City of El Paso, Texas on February 20, 2018.

2. The governing body of the City of El Paso, Texas, hereby adopts this resolution as evidence to its commitment of funds in the amount of $500.00 to be provided to the development in the form of a waiver of development/permit fees.

3. That for and on behalf of the Governing Body, Dee Margo, Mayor, is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

ADOPTED this 20th day of February, 2018.

(Signatures Continue on Following Page)
THE CITY OF EL PASO

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Omar De La Rosa
Assistant City Attorney

APPROVED AS TO CONTENT:

Nicole M. Feretti
Director, Community and Human Development Department
Tab 36

Sponsor Characteristics
Pursuant to §11.9(b)(2) of the Qualified Allocation Plan, an Application may qualify to receive up to two (2) points provided the ownership structure meets one of the following requirements in parts 1 OR 2 below;

1. Application is attempting to score as a Qualified Nonprofit or certified HUB with ownership interest and material participation and meets the criteria below:

- [ ] No If attempting to score as a Qualified Nonprofit, Application is applying under the Nonprofit Set-Aside
- [x] Yes If attempting to score as a certified HUB, evidence of the HUB’s existence from the Texas Comptroller of Accounts is provided behind this Tab
- [x] Yes The Qualified Nonprofit or certified HUB has some combination of ownership interest, cash flow from operations, and developer fee which taken together equal at least 50% and no less than 5% for any category.
  
<table>
<thead>
<tr>
<th>Ownership Interest</th>
<th>Cash flow from operations</th>
<th>Developer Fee</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>100.00%</td>
<td>100.00%</td>
<td>100.00%</td>
<td>300.00%</td>
</tr>
</tbody>
</table>
  
- [x] Yes The Qualified Nonprofit or certified HUB will materially participate in the Development and the operation of the Development throughout the Compliance Period. A detailed narrative describing how that material participation will be achieved is included.
- [x] Yes The Qualified Nonprofit or certified HUB has experience directly related to the housing industry. Mark all that apply and provide a detailed narrative describing experience in each category:
  
  - [x] Property Management
  - [x] Construction
  - [ ] Development
  - [ ] Financing
  - [ ] Compliance

- [x] X No Principals of the Qualified Nonprofit or HUB are related Parties to any other Principals of the Applicant or Developer.
- [x] X Evidence of experience in the housing industry and a statement regarding material participation are provided behind this tab.

Points Claimed: 2

2. Application is attempting to score as a participating Nonprofit or certified HUB and meets the criteria below:

- [ ] A certified HUB will participate in Development Services or provide onsite tenant services, and evidence of the HUB’s existence from the Texas Comptroller of Accounts is provided behind this Tab.
- [ ] A Nonprofit will participate in Development Services or provide onsite tenant services, and evidence from a state or federal source of the organization’s nonprofit status is provided behind this Tab.

- [ ] No Principals of the HUB or Nonprofit are related Parties to any other Principal of the Applicant or Developer.
- [ ] Evidence of experience in the provision of Development Services or in the provision of on-site tenant services as well as a detailed narrative describing how the HUB or Nonprofit will provide such services must be included behind this tab.

Points Claimed: 0

Total Points Claimed: 2
Texas Historically Underutilized Business (HUB) Certificate

Certificate/VID Number: 1742688776000
File/Vendor Number: 061917
Approval Date: 09-SEP-2014
Scheduled Expiration Date: 09-SEP-2018

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

INVESTMENT BUILDERS, INC.

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 12-SEP-2014, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business’ application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Paul Gibson, Statewide HUB Program Manager
Texas Procurement and Support Services

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (http://www.window.state.tx.us/procurement/cmbi/cmbihub.html) or by contacting the HUB Program at 1-888-863-5881 or 512-463-5872.
Investment Builders, Inc.

Investment Builders, Inc. (IBI) is a Corporation incorporated in Texas, principally engaged in real estate investment and the development, construction, rental, operation and management of residential projects. IBI has been actively involved in housing since its incorporation in September of 1993. To date, IBI has developed 8,000 units. As part of its portfolio, IBI has developed and constructed single-family homes through the Texas Department of Housing and Community Affairs; 16 utilizing the HOME Program, which were sold to first time homebuyers and another 36 for rental through the Tax Credit Program. IBI has also constructed 3 HUD projects consisting of 101 units. In addition, IBI has joint-ventured with several non-profit organizations and for-profit organizations. This level of activity has allowed IBI to build a quality, experienced staff of senior managers and key personnel with expertise in construction, rehabilitation, demolition, and development.

In its capacity as General Partner of the Partnership and sole Developer, IBI will materially participate as a HUB by making all decisions regarding the development from construction through ongoing operation. IBI’s participation will be on a regular, continuous, and substantial basis throughout each year, including regular visits to the property to ensure proper operation. IBI will oversee all aspects during operation, including oversight of the property management company, records management, compliance monitoring, review and approval of budgets and any and all other duties related to the operation of the property.
Canyon Square Village is a new affordable housing community in El Paso, Texas developed by Investment Builders, Inc. This multi-family complex consists of 104 units, which was built on 7.4710 acres, encompasses 17 buildings. The unique architecture of this project provides distinct layout of two and single story buildings. Canyon Square Village will incorporate 16 charming, yet ample one-bedroom one bath units, 44 spacious two-bedroom two bath units, 40 three-bedroom, two bath units rich in design and bold in taste, and four, four-bedroom, two bath units, perfect for those who desire a bit more room.

A furnished community room will provide manager and leasing offices, a fully equipped fitness center, kitchen and dining area, covered patio, and swimming pool. The development will also incorporate a series of amenities, which include covered entries; flat surface parking lot with one covered parking space for each unit; full perimeter fencing; playground; and washers and dryers in every unit.

Canyon Square Village will also offer a wide array of Resident Services, which include notary public services, legal assistance, English as a second language classes, credit counseling, financial planning assistance, health and nutritional courses, and health screening services.

Canyon Square Village is the only affordable housing development in Census Tract 41.04.

Type of Housing: Affordable Housing
Completion Date: 7/31/12
Team Members: Investment Builders Inc.
Number of Units: 104
Desert Villas
El Paso, Texas

Desert Villas is a new affordable housing community in El Paso, Texas developed by Investment Builders, Inc. This multi-family complex consists of 94 units, built on 3.8167 acres, and embraces eight buildings. The unique architecture of this project provides distinct layout of three, two, and single story buildings. Desert Villas will incorporate 14 charming, yet ample one-bedroom, one bath units, 40 spacious two-bedroom, two bath units, 36 three-bedroom, two bath units rich in design and bold in taste, and four, four-bedroom, two and a half bath units, perfect for those who desire a bit more room.

A furnished community room provides manager and leasing offices, a fully equipped fitness center, kitchen and dining area, covered patio, and swimming pool. The development also incorporates a series of amenities, which include covered entries; flat surface parking lot with one covered parking space for each unit; full perimeter fencing; playground; and washers and dryers in every unit.

Desert Villas also offers a wide array of Resident Services, which include notary public services, legal assistance, English as a second language classes, credit counseling, financial planning assistance, health and nutritional courses, and health screening services.

Type of Housing: Affordable Housing
Completion Date: 04/04/2011
Team Members: Investment Builders Inc.
Number of Units: 104
North Hills Village
El Paso, Texas

North Hills Village is a high end multi-family apartment community located in the northeastern side of El Paso, Texas. Specifically the property is located off Martin Luther King Boulevard and Jon Cunningham Boulevard. The subject property of approximately 6.5 acres of land is conveniently located near elementary schools and middle schools. Providing access to shopping, both convenience and destination types, is US 54 located approximately one half mile North.

The improvements consist of nine two and three story garden-style apartment buildings housing 152 garden style flats. The unit mix includes 68 one-bedroom, one bath units; 60 two-bedroom, two bath units; and 24 three-bedroom, two bath units.

This fully gated community includes an office/clubhouse, fitness center, and two swimming pools. Unit amenities include an upgraded appliance package including in-unit full-size washer/dryer, walk-in closet, ceiling fans (LR, BRs), ceramic tile in kitchen, baths, and entries, built–in microwaves, and pre-wired for security system.

Type of Housing: Market Rate Multifamily
Completion Dates: 01/31/2012
Team Members: Investment Builders Inc.
Number of Units: 152
North Mountain Village is an affordable housing community in El Paso, Texas developed by Investment Builders, Inc. This multi-family complex consists of 200 units built on 9.101 acres, and embraces 16 buildings. The unique architecture of this project provides distinct layout of two and single story buildings. North Mountain Village incorporates 40 charming, yet ample one-bedroom, one bath units, 90 spacious two-bedroom, two bath units, and 70 three-bedroom, two bath units rich in design and bold in taste.

A furnished community room provides manager and leasing offices, a fully equipped fitness center, kitchen and dining area, covered patio, and two swimming pools. The development also incorporates a series of amenities, which include covered entries; flat surface parking lot; full perimeter fencing; and two playgrounds. North Mountain Village also offers a wide array of Resident Services.

Type of Housing: Affordable Housing
Completion Dates: 12/20/2007
Team Members: Investment Builders Inc.
Number of Units: 200
Spanish Creek Townhomes is conveniently located on the East side of El Paso that are designed with all the comforts of home, plus amenities usually found in more affluent apartment living. This community is operated under the Affordable Housing Program under Section 42 of the Internal Revenue Code that requires applicants to meet certain income qualification standards established by the government and LEDIC Management Group. Spanish Creek Town homes also require Support Services and other different social gatherings and activities for family members of all ages.

Spanish Creek Townhomes built in 2008 offer a total of 136 units that include 12 handicap accessible units. Two-bedroom units have a designation of 30% and 60% income limits and the three-bedroom units have a designation of 30% and 60% income limits, in addition to six market rate units. This program is designed to facilitate the housing needs of moderate and middle income families.

Spanish Creek Townhomes provide social programs and offer other activities for residents and their family members to participate in. Residents are able call the office in advance and reserve either or all services. All services are provided monthly and even weekly at no cost and held inside Spanish Creek Clubhouse.

Type of Housing: Affordable Housing
Completion Date: 8/31/08
Team Members: Investment Builders Inc.
Number of Units: 136
The Tuscany at Mesa Hills
El Paso, Texas

The Tuscany at Mesa Hills is a high end multi-family apartment community located in the west side of El Paso, Texas. Specifically the property is located at 415 South Mesa Hills Drive. The Tuscany at Mesa Hills is embraced by a neighborhood that is exceptionally located near a wide assortment of amenities and services; schools, banks, restaurants and shopping are convenient.

The Tuscany at Mesa Hills is comprised of 369 units and is built on 33.95 acres. The unique architecture of this property provides a layout of two-story, walk-up, garden-style and townhome buildings. The distinct unit mix includes one-, two- and three-bedroom garden-style apartments; and two- and three-bedroom townhomes.

The Tuscany at Mesa Hills encompasses a resort amenity package featuring a state-of-the-art clubhouse, complete with fitness center, movie theatre, and business center; two outdoor pools, whirlpool spa and cabana; controlled access, gated community; BBQ grills and picnic areas; tennis courts, basketball court, sand volleyball court, shaded playground and tot lot; and fenced pet area.

At The Tuscany at Mesa Hills comfort living is one of the main goals. Each unit enjoys a spacious, high level of amenities floor plan, which includes an upgraded appliance package including built-in microwaves and in-unit full-size washer/dryer; walk-in closet; ceiling fans in all bedrooms and living areas; ceramic tile in kitchen, baths, and entries; and pre-wired for security system.

Type of Housing: Market Rate Multifamily
Completion Date: 11/16/2007
Team Members: Investment Builders Inc.
Number of Units: 369
Tab 37

Owner and Developer Organization Charts
**Owner and Developer Organization Charts**

*Applicants should note that subsequent changes to the Development Ownership structure presented in this section will require the written consent of the Department.*

Pursuant to §10.204(13)(A) of the Uniform Multifamily Rules, submit three separate charts. One showing the complete organizational structure of each of the following entities: Development Owner, Developer, and Guarantor.

The organization charts must include:

- **X** The names and ownership percentages of all Persons having an ownership interest in the Development Owner, Developer, and/or Guarantor.
- **NA** Nonprofit entities, public housing authorities, publicly traded corporations, individual board members and executive directors must be included in Organization charts.
- **NA** Any and all trusts must list all beneficiaries that have the legal ability to control or direct activities of the trust and are not just financial beneficiaries.

In the case of:

- **(A)** Partnerships - Principals include all general Partners and Special LPs (any LP that is not the Syndicator is a "Special LP");
- **(B)** Corporations - Principals include the executive director and all members of the board (shown with "0%" ownership as applicable). For to-be formed instrumentalities of PHAs, where the executive director and board remain to be determined, include the PHA, itself, and its members;
- **(C)** Limited liability companies - Principals include all the managing members and all other members.

**Org. Chart Example:**

Note that the percentage refers to the entity to which the Person is directly connected, not to the whole Development Owner.

If a revised chart is submitted, include date of submission!
Metro 31 Senior Community
Ownership Structure

Metro 31 Senior Community, Ltd
a Texas limited partnership
formed 1/9/2019

0.01% GENERAL PARTNER
Investment Builders, Inc.
a Texas corporation
Formed 9/2/1993

President
Ike J. Monty
100%

99.99% INVESTOR LIMITED PARTNER
TBD
Metro 31 Senior Community
Organizational Structure—Developer

Investment Builders, Inc.
a Texas corporation
Formed 9/2/1993

President
Ike J. Monty
100%
Metro 31 Senior Community
Organizational Structure - Guarantor

Ike J. Monty
100%
Tab 38

List of Organizations and Principals
List of Organizations and Principals

Provide the requested information for all partnerships, corporations, limited liability companies, trusts, or any other public or private entity and their Affiliates identified on the Owner and Developer Organization Charts. Organizations that own or control other organizations should also be identified until the only remaining sub-entity would be natural persons. Organizations that are Developers and/or Guarantors must also be listed on this form as must any organization (and natural person whose ownership interest in an applicable entity is direct instead of via membership in an organization) that will receive more than 10% of the developer fee. (Note - Entity Names, Principals, and ownership percentage should coincide with the Owner and Developer Organization Charts)

Applicant Legal Name: Metro 31 Senior Community, Ltd.
Address: 7400 Viscount Blvd., Suite 109
City: El Paso
State: TX
Zip: 79925

Name(s) of Entities the Organization Owns or Controls: Developer Owner
Organization legally formed? Yes Date formed: 1/9/2018 Legal Org is or will be: Limited Partnership
Previous TDHCA Experience? No Phone: Email: ibihousing@ibitoday.com

| Org. 1 | Organization Legal Name: Investment Builders, Inc | Role/Title: General Pratner |
| Name(s) of Entities the Organization Owns or Controls: Metro 31 Senior Community, Ltd. |
| Organization legally formed? Yes Date formed: 9/2/1993 Legal Org is or will be: Corporation |
| Previous TDHCA Experience? Yes Phone: 9155991245 Email: ibihousing@ibitoday.com |

Organization is identified on Org. Chart: Yes Ability to exercise Control over the Development? Yes

List of Sub-Entities or Principals:

1. Ike Monty
   TDHCA Experience: Yes
   TDHCA Experience: 
   TDHCA Experience: 

2. 
   TDHCA Experience: 
   TDHCA Experience: 
   TDHCA Experience: 

3. 
   TDHCA Experience: 
   TDHCA Experience: 
   TDHCA Experience: 

4. 
   TDHCA Experience: 
   TDHCA Experience: 
   TDHCA Experience: 

5. 
   TDHCA Experience: 
   TDHCA Experience: 
   TDHCA Experience: 

6. 
   TDHCA Experience: 
   TDHCA Experience: 
   TDHCA Experience: 

Organization Legal Name: 
Address: 
City: 
State: 
Zip: 

Name(s) of Entities the Organization Owns or Controls: 
Organization legally formed? Date formed: Legal Org is or will be: 
Previous TDHCA Experience? 
Phone: 
Email: 

Organization is identified on Org. Chart: 

List of Sub-Entities or Principals:

1. 
   TDHCA Experience: 
   TDHCA Experience: 
   TDHCA Experience: 

2. 
   TDHCA Experience: 
   TDHCA Experience: 
   TDHCA Experience: 

3. 
   TDHCA Experience: 
   TDHCA Experience: 
   TDHCA Experience: 

4. 
   TDHCA Experience: 
   TDHCA Experience: 
   TDHCA Experience: 

5. 
   TDHCA Experience: 
   TDHCA Experience: 
   TDHCA Experience: 

6. 
   TDHCA Experience: 
   TDHCA Experience: 
   TDHCA Experience: 

Organization Legal Name: 
Address: 
City: 
State: 
Zip: 

Name(s) of Entities the Organization Owns or Controls: 
Organization legally formed? Date formed: Legal Org is or will be: 
Previous TDHCA Experience? 
Phone: 
Email: 

Organization is identified on Org. Chart: 

List of Sub-Entities or Principals:

1. 
   TDHCA Experience: 
   TDHCA Experience: 
   TDHCA Experience: 

2. 
   TDHCA Experience: 
   TDHCA Experience: 
   TDHCA Experience: 

3. 
   TDHCA Experience: 
   TDHCA Experience: 
   TDHCA Experience: 

4. 
   TDHCA Experience: 
   TDHCA Experience: 
   TDHCA Experience: 

5. 
   TDHCA Experience: 
   TDHCA Experience: 
   TDHCA Experience: 

6. 
   TDHCA Experience: 
   TDHCA Experience: 
   TDHCA Experience: 

Organization Legal Name: 
Address: 
City: 
State: 
Zip: 

Name(s) of Entities the Organization Owns or Controls: 
Organization legally formed? Date formed: Legal Org is or will be: 
Previous TDHCA Experience? 
Phone: 
Email: 

Organization is identified on Org. Chart: 

List of Sub-Entities or Principals:

1. 
   TDHCA Experience: 
   TDHCA Experience: 
   TDHCA Experience: 

2. 
   TDHCA Experience: 
   TDHCA Experience: 
   TDHCA Experience: 

3. 
   TDHCA Experience: 
   TDHCA Experience: 
   TDHCA Experience: 

4. 
   TDHCA Experience: 
   TDHCA Experience: 
   TDHCA Experience: 

5. 
   TDHCA Experience: 
   TDHCA Experience: 
   TDHCA Experience: 

6. 
   TDHCA Experience: 
   TDHCA Experience: 
   TDHCA Experience: 

Tab 39

Previous Participation Form
Previous Participation Form

Form must be completed separately for each entity (i.e. person, organization, etc.) that has or will have a controlling interest or oversight in the contract, award, agreement, or ownership transfer being considered. This form should also be completed for each board member, individual with signature authority, executive director, or elected official that represents the person/entity (as applicable).

Person/Role: Metro 31 Senior Community, Ltd.
Email Address: ibihousing@ibitoday.com
City & State of Home Addr: El Paso, Texas
Applicant Legal Name: Metro 31 Senior Community, Ltd.

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, RHD), and BOND) that you have controlled at any time.

   By selecting this box I certify that I have no prior experience with any TDHCA administered affordable rental program.

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

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

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By selecting this box I certify that I have no prior experience with any TDHCA administered affordable rental program.

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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: Ike J. Monty / President, Investment Builders, Inc.

Email Address: ibihousing@ibitoday.com

City & State of Home Addr: El Paso, Texas

Applicant Legal Name: Metro 31 Senior Community, Ltd.

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, RHD), and BOND) that you have controlled at any time.

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

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

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Tab 40

Nonprofit Participation

Not Applicable
## Nonprofit Participation

### Nonprofit Set-Aside (Competitive HTC Applications Only)

**Qualification:** Must meet the definition of a Qualified Nonprofit Development pursuant to §10.3(a)(102) of the Uniform Multifamily Rules, §42(h)(5) of the code, and the requirements of §11.5(1) of the Qualified Allocation Plan.

**Documentation:** Eligibility will be confirmed based upon completion of the Nonprofit Participation and Additional Nonprofit Documentation requirements in this section.

- By selecting this box the Applicant affirms the election to be included in the Nonprofit Set-Aside and certifies that they expect to receive a benefit in the allocation of tax credits as a result of being affiliated with a nonprofit.
- By selecting this box the Applicant affirms the election to be excluded from the Nonprofit Set-Aside and certifies that they do not expect to receive a benefit in the allocation of tax credits as a result of being affiliated with a nonprofit.

### Nonprofit Information (ALL Applications)

Only nonprofit organizations will complete this section. All nonprofit Applicants or Principals must complete this form without regard to their level of ownership or the set-aside under which the Application was made.

**Organization Name:**

Is the Organization a 501(c)(3) or (4) as of the beginning of the Application Acceptance Period?

If no to the question above, what is its current legal status?

If "Other" please specify:

Date of legal formation of Nonprofit Organization:

1) **Is Applicant comprised of a joint venture between a Nonprofit and for-profit entity?**

   - If “Yes”, will this nonprofit organization Control the Applicant?

   - What is the ownership percentage of this nonprofit organization?

2) **Describe the nonprofit’s participation:**

3) **Describe the nonprofit’s participation in the operation of the Development throughout the Compliance and/or extended use period:**

4) **Will the nonprofit receive part of the development fees paid in connection with the development?**

   - If "Yes," explain:
Tab 41

Nonprofit Supporting Documents

Not Applicable
Applications involving a Qualified Nonprofit Organization pursuant to Texas Government Code, §2306.6706 that have a 501(c)(3) or 501(c)(4) designation at the time of Application and competitive 9% HTC Applications electing to compete under the Nonprofit Set-aside must provide the following documentation behind this tab:

- [ ] IRS determination letter
- [ ] Third Party legal opinion (not applicable to Tax-Exempt Bond Developments)
- [ ] The Nonprofit's most recent financial statement as prepared by a Certified Public Accountant (not applicable to Tax-Exempt Bond Developments)
- [ ] Certification regarding Board member residence (not applicable to Tax-Exempt Bond Developments)
# Tab 42

## Development Team Members
# Development Team Members

The requested information on all known Development Team members must be provided. In addition to the categories listed below, the “Other” category should be used to list all known Development Team members that are included in the “Development Cost Schedule.” If the team member that will be utilized is not yet known, indicate “TBD.” If it is anticipated that the Development Team category will not be utilized, indicate “N/A.”

*If there is a direct or indirect, financial, or other interest with Applicant or other team members, provide an attachment behind this form in the Application that explains the relationship(s).*

### Developer:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ike Monty</td>
<td>(915) 599-1245</td>
<td>74-2688776</td>
</tr>
</tbody>
</table>

**Email**: ibihousing@ibitoday.com

This is a direct or indirect, financial, or other interest with Applicant or other team members* Yes

### Housing General Contractor:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ike Monty</td>
<td>(915) 599-1245</td>
<td>74-2688776</td>
</tr>
</tbody>
</table>

**Email**: ibihousing@ibitoday.com

This is a direct or indirect, financial, or other interest with Applicant or other team members* Yes

### Infrastructure General Contractor:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
<th>Tax ID Number (TIN)</th>
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**Email**: TBD

This is a direct or indirect, financial, or other interest with Applicant or other team members* TBD

### Cost Estimator:

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<tr>
<th>Contact Name</th>
<th>Phone</th>
<th>Tax ID Number (TIN)</th>
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<tr>
<td>Keith Puhlman</td>
<td>(915) 494-3537</td>
<td>74-2692513</td>
</tr>
</tbody>
</table>

**Email**: kpuhlman@yahoo.com

This is a direct or indirect, financial, or other interest with Applicant or other team members* Yes

### Architect:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
<th>Tax ID Number (TIN)</th>
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<tbody>
<tr>
<td>Fred Dalbin</td>
<td>(915) 533-3777</td>
<td>74-2692513</td>
</tr>
</tbody>
</table>

**Email**: fdalbin@wrightdalbin.com

This is a direct or indirect, financial, or other interest with Applicant or other team members* No
### Engineer:

<table>
<thead>
<tr>
<th>SLI Engineering, Inc</th>
<th>Georges Halloul</th>
<th>(915) 584-4457</th>
</tr>
</thead>
<tbody>
<tr>
<td><a href="mailto:ghalloul@sli-engineering.com">ghalloul@sli-engineering.com</a></td>
<td>TBD</td>
<td>74-2587697</td>
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<tr>
<td>Email</td>
<td>Proposed Fee</td>
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<tr>
<td>Certified Texas HUB?</td>
<td>Yes</td>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members* No</td>
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### Civil Engineer:

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<th>Georges Halloul</th>
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<td><a href="mailto:ghalloul@sli-engineering.com">ghalloul@sli-engineering.com</a></td>
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### Market Analyst:

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<tr>
<th>Apartment Market Data</th>
<th>Darrell Jack</th>
<th>(210) 530-0040</th>
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<tr>
<td><a href="mailto:djack@stic.net">djack@stic.net</a></td>
<td>$8,000.00</td>
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### Appraiser:

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### Attorney:

<table>
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<tr>
<th>Locke Lord</th>
<th>Cynthia Bast</th>
<th>(512) 305-4704</th>
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<tr>
<td><a href="mailto:clbast@lockelord.com">clbast@lockelord.com</a></td>
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### Accountant:

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<tr>
<th>Dauby, O'Conner &amp; Zaleski, LLC</th>
<th>Reid Rigsbee</th>
<th>(317) 819-6167</th>
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<tr>
<td><a href="mailto:rigsbee@doz.net">rigsbee@doz.net</a></td>
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**Property Manager:**

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<tr>
<td>LEDIC Management Group, LLC</td>
<td>(901) 435-7720</td>
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<tr>
<td>Terri Benskin</td>
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<tr>
<td><a href="mailto:terri.benskin@ledic.com">terri.benskin@ledic.com</a></td>
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**Originator of Underwriter:**

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**Bond Issuer:**

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**Syndicator:**

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<tbody>
<tr>
<td>Hunt Capital Partners, LLC</td>
<td>(818) 380-6130</td>
</tr>
<tr>
<td>Dana Mayo</td>
<td></td>
</tr>
<tr>
<td><a href="mailto:dana.mayo@huntcompanies.com">dana.mayo@huntcompanies.com</a></td>
<td>TBD</td>
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<td>Email</td>
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**Supportive Services Provider:**

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**Supportive Services Provider:**

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<tr>
<td>Name</td>
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</tr>
<tr>
<td><strong>Title Company</strong></td>
<td></td>
</tr>
<tr>
<td>West Star Title</td>
<td>(915) 849-5527</td>
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<tr>
<td><strong>Application Consultant:</strong></td>
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<tr>
<td>Arx Advantage, LLC</td>
<td>(512) 963-2555</td>
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<tr>
<td><strong>ESA Provider:</strong></td>
<td></td>
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<tr>
<td>Construction &amp; Environmental Consultants</td>
<td>(915) 533-1147</td>
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<td><strong>PCA Provider:</strong></td>
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Tab 43

Architect Certification
The Architect Certification is included behind this tab.

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

NOTE: The certification requires a separate statement be submitted that describes how the accessibility requirements for the physically accessible/hearing and visual impaired Units will be met, along with related parking requirements. Be sure this statement is attached to this certification.
Architect Certification

I (We) certify that the Development will be designed and built to meet the accessibility requirements of the Federal Fair Housing Act as implemented by HUD at 24 C.F.R. Part 100 and the Fair Housing Act Design Manual, Titles II and III of the Americans with Disabilities Act (42 U.S.C. Sections 12131-12189) as implemented by the Department of Justice regulations at 28 C.F.R. Parts 35 and 36, and the Department’s Accessibility rules in 10 TAC Chapter 1, Subchapter B, in effect at the time of certification.

I (we) certify that all materials submitted to the Department by the Architect or Applicant constitute records of the Department subject to Chapter 552, Tex. Gov’t Code, and the Texas Public Information Act.

I (We) certify that in accordance with Section 504 of the Rehabilitation Act of 1973 and implemented at 24 C.F.R. Part 8, if the Development includes the New Construction or substantial rehabilitation of multifamily units (4 or more units per building), at least five percent (5%) of all dwelling units will be designed and built to be accessible for persons with mobility impairments. A unit that is on an accessible route and is adaptable and otherwise compliant with the 2010 ADA Standards with the exceptions listed in “Nondiscrimination on the Basis of Disability in Federally Assisted Programs and Activities” (Federal Register 79 FR 29671) meets this requirement. In addition, at least two percent (2%) of all dwelling units will be designed and built to be accessible for persons with hearing or vision impairments.

I (We) have attached a statement describing how the requirements Section 504 of the Rehabilitation Act of 1973 and implemented at 24 C.F.R. Part 8 will be met as described in 10 TAC Chapter 1, Subchapter B. At a minimum, the statement will include (1) The total number of Units (2) Number and description of Unit types, the number of Units of each Type, (3) Number of Units of each Type that will meet the accessibility requirements, and (4) a description of how the accessibility requirements relating to Unit distribution will be met.

I (We) certify that if the Development includes the New Construction or Rehabilitation of single family units (1 to 3 units per building), every unit will be designed and built to meet the accessibility requirements of Tex. Gov’t Code §2306.514, as it may be amended from time to time.

I (We) have attached a statement describing how, regardless of building type, all Units accessed by the ground floor or by elevator (“affected units“) meet the requirements at 10 TAC §10.101(b)(8)(B).

I(We) certify that all accessible Units under 10 TAC Chapter 1, Subchapter B, and all affected Units meeting the requirements under 10 TAC 10.101(b)(8)(B) will be dispersed throughout the Development.
If the Applicant is applying for HOME funds and the Development consists of New Construction, I (We) further certify that the Development meets the Construction Site Standards in 24 C.F.R §983.57(e)(1).

This certification meets the requirement that the Applicant provide a certification from the Development engineer or an accredited architect. A similar certification will also be required after the Development is completed from an inspector, architect, or accessibility specialist.

By: [Signature]

Date

2/23/2018

Frederic Dalbin

Printed Name

12420 Texas

License Number and State

WDA

Firm Name (If applicable)
February 20 2018

Re: Tab 43: Architect Certification Attachment
Metro 31 Senior Community
Wren Ave & Gallivant Place
El Paso, Texas

This statement is to confirm that the above reference project complies with the requirements of Section 504 of the Rehabilitation Act of 1973 and implemented at 24 C.F.R Part 8 as described in 10 TAC Chapter1, Subchapter B.

The project includes a total of ninety-five (95) units in one (1) three-story building on a 2.4-acre site located in El Paso, Texas. There are Fifty-Two (52) one-bedroom, one-bath units, and Forty-Three (43) two-bedroom, one-bath units.

There is a total of six (6) accessible units or above the 5% of total with at least 5% accessible unit for each type. In addition there is a total of three (3) audio/visual units with at least 2% of each type.

All units on the ground floor and other floors accessed by an elevator meet the requirements of 10 TAC §10.101(b)(8)(9B0).

Sincerely

Frederic Dalbin
Project Architect
Tab 44

Evidence of Experience
Evidence of Experience Must be Provided Behind this Tab

Pursuant to §10.204(6) of the Uniform Multifamily Rules, a Principal of the Developer, Development Owner, or General Partner must establish that they have experience in the development of 150 units or more.

Evidence of experience behind this tab includes:

- **X** An Experience certificate issued by the Department under the 2014-2018 Uniform Multifamily Rules.
- **NA** An Application for experience and supporting documentation in accordance with §10.204(6)(A)(i) through (ix)
- **NA** Evidence from the Department that the application for experience was received and is being processed by the Department.

Alternatively, pursuant to §13.5(d)(1) of the Multifamily Direct Loan Rule, Applicants requesting MFDL as the only source of Department funds may meet the Experience Requirement by providing evidence of the successful development and operation for at least 5 years of at least twice as many affordability restricted units as requested in the Application.

**NA** Documentation provided behind this tab meets the alternative Experience Requirement in §13.5(d)(1).

DUNS Number and System for Award Management (SAM.gov) registration (Direct Loan Applications Only)

The Office of Management and Budget (OMB) requires grant applicants to provide a Dunn and Bradstreet (D&B) Data Universal Numbering System (DUNS) number when applying for Federal grants, including Direct Loan funds, on or after October 1, 2003. The DUNS number will supplement other identifiers required by statute or regulation, such as tax identification numbers. To apply for a DUNS number applicants can go to the Dunn & Bradstreet website:

[http://fedgov.dnb.com/webform](http://fedgov.dnb.com/webform)

Once applicants have obtained a DUNS number, they must register with the SAM database:

[https://sam.gov/portal/public/SAM](https://sam.gov/portal/public/SAM)

Applicants may provide this information with the Application or upon award.

**NA** Evidence of SAM.gov registration for the applicant entity is attached behind this tab.

Davis Bacon Labor Standards (Section 811 PRA Program and Direct Loan Applications)

24 CFR §92.354, Davis-Bacon Act (40 U.S.C. §276(a)-276(a)(5), the Davis-Bacon Related Acts, the Contract Work Hours and Safety Standards Act, and the Copeland (Anti-Kickback) Act (40 U.S.C. §276(c)) apply to developments being assisted with Direct Loan funds if (Select all that apply):

- **NA** Twelve (12) or more Direct Loan or Section 811 PRA-assisted units will be rehabilitated or constructed under one construction contract. The Section 811 PRA units and Direct Loan Units **are not cumulative**. For example, if a proposed development has ten Section 811 PRA units and ten Direct Loan-assisted units, Davis Bacon would not be triggered.
- **NA** Community Development Block Grant (CDBG) funds are being used to support the Development, which requires a lower number of units (8) be used as a threshold.

Applicants electing to participate in the Section 811 PRA Program either by committing an Existing Development to the Section 811 PRA Program or by committing a Proposed Development in this Application are encouraged to review §PRA.213 Davis Bacon Labor Standards in the Section 811 Program Guidelines, found on the TDHCA webpage at [http://www.tdhca.state.tx.us/section-811-pra/resource-documents.htm](http://www.tdhca.state.tx.us/section-811-pra/resource-documents.htm)

Existing Developments where construction is fully complete before an application for a Proposed Development is submitted to the Department to receive assistance under the 811 PRA program are not subject to Davis-Bacon or Contract Work Hours and Safety Standards Act requirements.

Affirmative Marketing Plan (Direct Loan Applications Only)

Complete and submit HUD’s Affirmative Marketing Plan form (Form 935.2 or successors). This form may be found on the Department’s website at [http://www.tdhca.state.tx.us/home-division/mf-home/index.htm](http://www.tdhca.state.tx.us/home-division/mf-home/index.htm)

The Affirmative Marketing Plan must comply with the Affirmative Marketing requirements in the Compliance Rules.

HUD approval is not necessary unless the property receives project-based Section 8 assistance.
February 22, 2017

Mr. Ike J. Monty

c/o Robbye Meyer

1305 Dusky Thrush Trail

Austin, Texas 78746

RE: REQUEST FOR EXPERIENCE CERTIFICATE UNDER 2017 UNIFORM MULTIFAMILY RULES

Dear Mr. Monty:

We have reviewed your request for an experience certificate, which is provided to individuals that meet the requirements of §10.204(6) of the Uniform Multifamily Rules. In order to meet the experience requirements an individual must establish that they have experience in the development and placement in service of at least 150 residential units. We find that the documentation you have provided is sufficient to establish this required experience. Additionally, you have certified to compliance with the requirements of §10.204(6)(B), including the following requirements:

(ii) Experience may not be established for a Person who at any time within the preceding three years has been involved with affordable housing in another state, in which the Person or Affiliate has been the subject of issued IRS Form 8823 citing non-compliance that has not been or is not being corrected with reasonable due diligence. ...

(iv) Notwithstanding the foregoing, no person may be used to establish such required experience if that Person or an Affiliate of that Person would not be eligible to be an Applicant themselves.

Should you choose to participate as a member of the Development Team or an individual providing experience for any Application submitted for funding, a Previous Participation Review (10 TAC §1.5) may be conducted prior to any award of funds. Additionally, should it be determined at any point in time that the information provided in your request for experience is fraudulent, knowingly falsified, intentionally or negligibly materially misrepresented, or omits relevant information, this certificate of experience is null and void and you may be subject to other sanctions under the Texas Department of Housing and Community Affairs' rules and requirements.

221 East 11th Street  P.O. Box 13941  Austin, Texas 78711-3941  (800) 525-0657  (512) 475-3800
If you have any questions or concerns regarding this certificate or the experience requirements, please contact Marni Holloway at marni.holloway@tdhca.state.tx.us.

Sincerely,

Marni Holloway
Director of Multifamily Finance
Tab 45

Applicant Credit Limit Documentation and Certification
Applicant Credit Limit Documentation and Certification (Competitive HTC Only)

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of Competitive Housing Tax Credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor (unless the Guarantor is also the General Contractor, and is not a Principal of the Applicant, Developer, or Affiliate of the Development Owner). All Applications must be identified herein to ensure that the Department is advised of all Applications, Applicants, Affiliates, Developers, General Partners or Guarantors involved to avoid any statutory violation of Texas Government Code, §2306.6711(b).

Instructions:

Complete Part I of this form. For each person or entity in Part I that answers "Yes" to Part I b., a Part II form must be submitted (i.e. if 4 persons/entities answer "Yes" to Part I b., then 4 separate Part II forms must be provided).

Part I. Applicant Credit Limit Documentation

<table>
<thead>
<tr>
<th>a. Applicant, Developers, Affiliates, and Guarantors - List below all entities or Persons meeting the definition of Applicant, Affiliate, Developer or Guarantor.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Metro 31 Senior Community, Ltd.</td>
</tr>
<tr>
<td>2. Investment Builders, Inc.</td>
</tr>
<tr>
<td>3. Ike J. Monty</td>
</tr>
<tr>
<td>4.</td>
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<td>30.</td>
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</tbody>
</table>

b. Person/entity has at least one other application in the current Application Round.

Individually, or as the General Partner(s) of officer(s) of the Applicant entity, I (we) certify that we are submitting behind this tab one signed Credit Limit Certification form for each person and/or entity that answered "Yes" to Part b. above.

By: [Signature of Applicant]  
2-20-2018  
Its: President
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: Investment Builders, Inc.

Which is:  
X the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)

☐ a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant

☐ a Developer for the Applicant for this specific Application

X an Affiliate to the Applicant

☐ a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

<table>
<thead>
<tr>
<th>Development Name</th>
<th>Region</th>
<th>City</th>
<th>% Ownership</th>
<th>% of Dev Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Skyway Gardens</td>
<td>13</td>
<td>Alpine</td>
<td>100.00%</td>
<td>100.00%</td>
</tr>
<tr>
<td>Metro 31 Seniors Community</td>
<td>13</td>
<td>El Paso</td>
<td>100.00%</td>
<td>100.00%</td>
</tr>
<tr>
<td>Emerald Manor</td>
<td>13</td>
<td>Horizon City</td>
<td>100.00%</td>
<td>100.00%</td>
</tr>
</tbody>
</table>

I acknowledge that is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

I hereby certify that the foregoing is a complete list of Developments with respect to which I am seeking a current allocation of tax credit authority from the Department. I certify that, if the Department makes a recommendation to the Board or issues a commitment which may cause Applications for which I am the Applicant, the Developer, Affiliate or Guarantor, to receive credits in excess of $3 million, I will notify the Department in writing within three business days of the recommendation or issuance of the Commitment.

I acknowledge that if the Department determines that an Applicant, Developer, Affiliate or Guarantor, has received (in the aggregate) allocations in the current Application Round from the Department exceeding $3 million, the Department must refuse to issue one or more Commitments or Carryover Allocations, or must terminate one or more Commitments or Carryover Allocations.

Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: [Signature]  
Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)  
Investment Builders, Inc.  
Printed Name  
2-20-2013  
Date
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form:  

Ike J. Monty

Which is:  

☐ the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)  

☐ a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant  

☐ a Developer for the Applicant for this specific Application  

X ☐ an Affiliate to the Applicant  

X ☐ a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

<table>
<thead>
<tr>
<th>Development Name</th>
<th>Region</th>
<th>City</th>
<th>% Ownership</th>
<th>% of Dev. Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Slyway Gardens</td>
<td>13</td>
<td>Alpine</td>
<td>100.00%</td>
<td>100.00%</td>
</tr>
<tr>
<td>Metro 31 Seniors Community</td>
<td>13</td>
<td>El Paso</td>
<td>100.00%</td>
<td>100.00%</td>
</tr>
<tr>
<td>Emerald Manor</td>
<td>13</td>
<td>Horizon City</td>
<td>100.00%</td>
<td>100.00%</td>
</tr>
</tbody>
</table>

I acknowledge that Ike J. Monty is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

I hereby certify that the foregoing is a complete list of Developments with respect to which I am seeking a current allocation of tax credit authority from the Department. I certify that, if the Department makes a recommendation to the Board or issues a commitment which may cause Applications for which I am the Applicant, the Developer, Affiliate or Guarantor, to receive credits in excess of $3 million, I will notify the Department in writing within three business days of the recommendation or issuance of the Commitment.

I acknowledge that if the Department determines that an Applicant, Developer, Affiliate or Guarantor, has received (in the aggregate) allocations in the current Application Round from the Department exceeding $3 million, the Department must refuse to issue one or more Commitments or Carryover Allocations, or must terminate one or more Commitments or Carryover Allocations.

Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: [Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)]  

Ike J. Monty  
Printed Name  
2-20-2018  
Date
Tab 46

Community Input Scoring Items

- City Resolution of Support
- State Representative Letter
- Community Organization Letters
**Community Input Scoring Items**

<table>
<thead>
<tr>
<th>TDHCA#</th>
<th>18127</th>
</tr>
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1. **Local Government Support - §11.9(d)(1)**
   - X Resolution(s) of either "no objection" or "support" is included behind this tab.**
   - **Note that resolutions are due March 1, 2018**

2. **Community Support from State Representative - §11.9(d)(5)**
   - X Letter of either "support" or "opposition" is included behind this tab.**
   - **Note that letters are due March 1, 2018**

3. **Input from Community Organizations - §11.9(d)(6)**
   - X Applicant has included one or more letters of support or opposition behind this tab.
   
   **List information for each of the letters below:**

   **A. Familias Triunfadoras, Inc**
   - Name of Community Organization: **Familias Triunfadoras, Inc**
   - Contact Name: **Maria Covernali**
   - Support: X
   - Opposition: 

   **B. Opportunity Center for the Homeless**
   - Name of Community Organization: **Opportunity Center for the Homeless**
   - Contact Name: **Ray Tullius**
   - Support: X
   - Opposition: 

   **C. Tierra Del Sol**
   - Name of Community Organization: **Tierra Del Sol**
   - Contact Name: **Rose Garcia**
   - Support: X
   - Opposition: 

   **D.**
   - Name of Community Organization: 
   - Contact Name: 
   - Support: 
   - Opposition: 

   **E.**
   - Name of Community Organization: 
   - Contact Name: 
   - Support: 
   - Opposition: 

   **F.**
   - Name of Community Organization: 
   - Contact Name: 
   - Support: 
   - Opposition: 

RESOLUTION

WHEREAS, Metro 31 Senior Community, Ltd (Applicant)/Investment Builders, Inc. (Developer) has proposed the development of affordable rental housing known as Metro 31 Senior Community, proposed to be located at the south east corner of Wren Avenue and Gallivant Place (future street) El Paso, Texas 79924, in the City of El Paso, El Paso County, Texas; and

WHEREAS, Metro 31 Senior Community, Ltd (Applicant)/Investment Builders, Inc. (Developer) has communicated that it intends to submit an application to the Texas Department of Housing and Community Affairs for 2018 Competitive 9% Housing Tax Credits for the Metro 31 Senior Community development; and

WHEREAS, in accordance with Section 11.9(d)(1) of the Qualified Allocation Plan, an application may qualify for points for a resolution voted on and adopted from the governing body expressly setting forth that the City of El Paso supports the Metro 31 Senior Community application; and

WHEREAS, Metro 31 Senior Community, Ltd (Applicant)/Investment Builders, Inc. (Developer) has requested a waiver of development/permit fees in the amount of $500.00 for the Metro 31 Senior Community development as a commitment of development funding from the City of El Paso, Texas.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. That the City of El Paso, Texas, acting through its governing body, hereby confirms that it supports the proposed Metro 31 Senior Community located at southeast corner of Wren Avenue and Gallivant Place (future street), El Paso, Texas 79924 and that this formal action has been taken to put on record the opinion expressed by the City of El Paso, Texas on February 20, 2018.

2. The governing body of the City of El Paso, Texas, hereby adopts this resolution as evidence to its commitment of funds in the amount of $500.00 to be provided to the development in the form of a waiver of development/permit fees.

3. That for and on behalf of the Governing Body, Dee Margo, Mayor, is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

ADOPTED this 20th day of February, 2018.

(Signatures Continue on Following Page)
THE CITY OF EL PASO

ATTTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Omar De La Rosa
Assistant City Attorney

APPROVED AS TO CONTENT:

Nicole M. Ferini
Director, Community and Human Development Department
February 22, 2018

Mr. Tim Irvine  
Executive Director  
Texas Department of Housing and Community Affairs  
221 East 11th Street  
Austin, TX 78711

RE: Metro 31 Senior Community, TDHCA # 18127

Dear Mr. Irvine:

I write in support of a TDHCA Tax Credit Application by Metro 31 Senior Community for a proposed development located at the southeast corner of Wren Ave. and Gallivant Place in El Paso, Texas.

The 97 affordable housing units proposed by Metro 31 Senior Community will have multiple positive effects on our community by reducing the shortfall of affordable housing, increasing accessibility to public transportation, access to recreational and wellness opportunities, and will serve as an economic stimulus for a former blighted area.

Thank you for your thorough consideration of this application. If you have any questions, please do not hesitate to contact my office at 915-351-4031.

Sincerely,

Lina Ortega  
District 77
February 19, 2018

Ike J. Monty
President
Investment Builders, Inc.
7400 Viscount Blvd, Suite 109
El Paso, Texas 79925

RE: Housing Tax Credit Projects: Metro 31 Senior Community (#18127) and Emerald Manor (#18129)

Dear Mr. Monty,

I am pleased to fully support Investment Builders, Inc. in its efforts to acquire Housing Tax Credits through the Texas Department of Housing and Community Affairs for the following projects:

- Metro 31 Senior Community (Southeast corner of Wren Avenue & Gallivant Place, El Paso, El Paso County, Texas 79924); and
- Emerald Manor (Northeast corner of Horizon Blvd. and Rifton Court, Horizon City, El Paso County, Texas 79928).

These developments will not only increase the availability of quality affordable housing and improve the living conditions for the hard-working families of El Paso County, but will also assist in adding to the tax base and creating jobs.

We look forward to a favorable response by the Texas Department of Housing and Community Affairs for the approval of Metro 31 Senior Community and Emerald Manor.

Sincerely,

Maria Covernali
Executive Director
Familias Triunfadoras, Inc.
(915) 691-9011

Familias Triunfadoras, Inc. is a 501 (c) 3 women led community based organization that serves over 3,000 colonia residents a year by providing self-help housing construction and rehabilitation; arts & crafts workshops, domestic violence support groups, health awareness workshops and health fairs; and educational scholarships. We also provide referrals to families seeking clothing, food and medical assistance. For more information please call us at (915) 691-9011. You can also visit us at: www.facebook.com/familiastriunfadoras

All donations are tax deductible. Federal Tax ID# 74-3192530.
Filing Number: 800743252  
Original Date of Filing: December 7, 2006  
Formation Date: N/A  
Entity Type: Domestic Nonprofit Corporation  
Entity Status: In existence  
Tax ID: N/A  
Duration: Perpetual  
Name: Familias Triunfadoras (Successful Families)  
Address: P.O. BOX 1352, SAN ELIZARIO, TX 79849 USA

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<th>Effective Date</th>
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</tbody>
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Instructions:  
- To place an order for additional information about a filing press the 'Order' button.
Texas Franchise Tax Public Information Report

To be filed by Corporations, Limited Liability Companies (LLC), Limited Partnerships (LP), Professional Associations (PA) and Financial Institutions

T Code 13196 Franchise

Taxpayer number 31023400701
Report year 2018

Taxpayer name Familias Triunfadoras, Inc.

Mailing address PO Box 1352
City San Elizario
State Texas
ZIP Code 79849

Secretary of State (SOS) file number or Comptroller file number 0300743257

Blacken circle if the mailing address has changed.

Principal office 12500 Socorro Rd. San Elizario, TX 79849
Principal place of business 12500 Socorro Rd. San Elizario, TX 79849

You must report officers, directors, members, general partner and manager information as of the date you complete this report.

Please sign below! This report must be signed to satisfy franchise tax requirements.

SECTION A Name, title and mailing address of each officer, director, member, general partner or manager.

Name Margarita Juarez
Title President
Mailing address PO Box 1352
City San Elizario
State TX
ZIP Code 79849

Term expiration 01 01 18

Name Elizabeth Soto
Title Secretary
Mailing address PO Box 1352
City San Elizario
State TX
ZIP Code 79849

Term expiration 01 01 19

Name Marisela Torres
Title Treasurer
Mailing address PO Box 1352
City San Elizario
State TX
ZIP Code 79849

Term expiration 01 01 18

SECTION B Enter information for each corporation, LLC, LP, PA or financial institution, if any, in which this entity owns an interest of 10 percent or more.

Name of owned (subsidiary) corporation, LLC, LP, PA or financial institution
State of formation
Texas SOS file number, if any
Percentage of ownership

Name of owned (subsidiary) corporation, LLC, LP, PA or financial institution
State of formation
Texas SOS file number, if any
Percentage of ownership

SECTION C Enter information for each corporation, LLC, LP, PA or financial institution, if any, that owns an interest of 10 percent or more in this entity.

Name of owned (parent) corporation, LLC, LP, PA or financial institution
State of formation
Texas SOS file number, if any
Percentage of ownership

Registered agent and registered office currently on file (see instructions if you need to make changes)

Agent: Maria C. Ortiz
Office: 12500 Socorro Rd.
City San Elizario
State TX
ZIP Code 79849

You must make a filing with the Secretary of State to change registered agent, registered office or general partner information.

The information on this form is required by Section 171.203 of the Tax Code for each corporation, LLC, LP, PA or financial institution that files a Texas Franchise Tax Report. Use additional sheets for Sections A, B and C, if necessary. The information will be available for public inspection.

I declare that the information in this document and any attachments is true and correct to the best of my knowledge and belief, as of the date below, and that a copy of this report has been mailed to each person named in this report who is an officer, director, member, general partner or manager and who is not currently employed by this or a related corporation, LLC, LP, PA or financial institution.

Signed here: Maria C. Ortiz
Title Acting Director
Date 05/14/17
Area code and phone number 915 1691 9011

Texas Comptroller Official Use Only

VE/DE O PIR IND O
Founded on December 7, 2006, Familias Triunfadoras, Inc. is a 501(c)3 women-led nonprofit organization with a mission to empower women, children, and families living in the colonias of El Paso County who are affected by domestic violence by providing programs that address family strengthening, community unity, economic self-sufficiency, asset building, and affordable housing development. Familias Triunfadoras, Inc. has a full-time staff of 4 and a volunteer base of over 25 promotoras(es) – Community Health Workers that are certified by the Texas Department of State Health Services.
• Generating economic opportunities through job creation, worker-owned cooperatives and micro-enterprise development.

• Strengthening community members’ skills and knowledge through construction skills development; English, GED and computer education; job preparedness, financial literacy and promotora training.

• Promoting community development through, community organizing, neighborhood revitalization, asset building and affordable housing development.

• Building healthy communities through domestic violence support services, youth development and health awareness.

Community Organization · Nonprofit Organization · Region
February 13, 2018

RE: Housing Tax Credit Projects: Metro 31 Senior Community (#18127) and Emerald Manor (#18129)

Dear Mr. Monty,

I am pleased to fully support Investment Builders, Inc. in its efforts to acquire Housing Tax Credits through the Texas Department of Housing and Community Affairs for the following projects:

- Metro 31 Senior Community (Southeast corner of Wren Avenue & Gallivant Place, El Paso, El Paso County, Texas 79924); and
- Emerald Manor (Northeast corner of Horizon Blvd. and Rifton Court, Horizon City, El Paso County, Texas 79928).

These developments will not only increase the availability of quality affordable housing and improve the living conditions for the hard-working families of El Paso County, but will also assist in adding to the tax base and creating jobs.

We look forward to a favorable response by the Texas Department of Housing and Community Affairs for the approval of Metro 31 Senior Community and Emerald Manor.

Sincerely,

[Signature]

Ray Tullius
Executive Director
Opportunity Center for the Homeless
### BUSINESS ORGANIZATIONS INQUIRY - VIEW ENTITY

**Filing Number:** 121525101  
**Entity Type:** Domestic Nonprofit Corporation  
**Original Date of Filing:** December 16, 1991  
**Entity Status:** In existence  
**Formation Date:** N/A  
**Tax ID:** 17426341990  
**Duration:** Perpetual  
**Name:** Opportunity Center for the Homeless  
**Address:** 806 W YANDELL DR  
**El Paso, TX 79902-3812 USA**

### FILING HISTORY

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### Instructions:
- To place an order for additional information about a filing press the 'Order' button.
Office of the Secretary of State

PERIODIC REPORT - NONPROFIT CORPORATION

File Number: 121525101
Filing Fee: $5

1. The name of the corporation is: Opportunity Center for the Homeless

2. It is incorporated under the laws of: Texas

NOTE: For items 3 through 7, strike through any incorrect information and type or print the new information in the area provided. If additional space is needed for item 6 and/or 7, include the information in an attachment to this form.

3. The name of the registered agent is:
   RAY TULLIUS
   (Make changes here—cannot be entity named above):

4. The registered office address, which is identical to the business address of the registered agent in Texas, is:
   806 W. YANDELL
   El Paso, TX 79902
   (Make changes here—only use street or building address; see Instructions):

5. If the corporation is a foreign corporation, the address of its principal office in the state or country under the laws of which it is incorporated is:
   (Make changes here—only use street or building address; see Instructions):

RECEIVED
SECRETARY OF STATE
OCT 17 2013

Come visit us on the Internet @ http://www.sos.state.tx.us/
Phone: 512-475-2705  Fax: 512-463-1423  Dial: 7-1-1 for Relay Services
6. The names and addresses of all directors of the corporation are: (A minimum of three directors is required.)

   (If additional space is needed, include the information as an attachment to this form for item 6.)

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>City/ State/Zip</th>
</tr>
</thead>
<tbody>
<tr>
<td>ANN HERKENHOF</td>
<td>CITY BANK TEXAS-EL PASO 7901 N MESA ST</td>
<td>El Paso, TX 79932</td>
</tr>
<tr>
<td>OLIVIA NARVAEZ</td>
<td>1901 N BROWN ST C#1</td>
<td>El Paso, TX 79902</td>
</tr>
<tr>
<td>MICHAEL FLORES</td>
<td>3800 LYNWOOD ST</td>
<td>El Paso, TX 79936</td>
</tr>
<tr>
<td>TERRY CRENshaw</td>
<td>BANK OF THE WEST 500 N MESA.ST</td>
<td>El Paso, TX 79901</td>
</tr>
<tr>
<td>KA DAVIS</td>
<td>9861 TITAN ST</td>
<td>El Paso, TX 79924</td>
</tr>
<tr>
<td>WILLIAM TRUAX</td>
<td>200 DAVIS</td>
<td>El Paso, TX 79907</td>
</tr>
<tr>
<td>SUZETTE ZABOROSKI</td>
<td>853 LAKEWAY DR</td>
<td>El Paso, TX 79932</td>
</tr>
<tr>
<td>T PATRICK BROWER</td>
<td>1017 MONTANA AVE</td>
<td>El Paso, TX 79902</td>
</tr>
<tr>
<td>DANIEL LOPEZ</td>
<td>ONE UNION FASHION CENTER B-401</td>
<td>El Paso, TX 79901</td>
</tr>
<tr>
<td>JOYE MILLS</td>
<td>7149 B WESTERN SKIES DR</td>
<td>El Paso, TX 79912</td>
</tr>
<tr>
<td>RICK GARCIA</td>
<td>151 COURCHESNE ST</td>
<td>El Paso, TX 79922</td>
</tr>
<tr>
<td>RONALD REEVES</td>
<td>818 MYRTLE</td>
<td>El Paso, TX 79901</td>
</tr>
</tbody>
</table>

7. The names, addresses, and titles of all officers of the corporation are: (The offices of president and secretary must be filled, but both may not be held by the same officer.)

   (If additional space is needed, include the information as an attachment to this form for item 7.)

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>City/ State/Zip</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>ANN HERKENHOF</td>
<td>CITY BANK TEXAS-EL PASO 7901 N MESA ST</td>
<td>El Paso, TX 79932</td>
<td>President</td>
</tr>
<tr>
<td>OLIVIA NARVAEZ</td>
<td>1901 N BROWN ST C#1</td>
<td>El Paso, TX 79902</td>
<td>Vice-President</td>
</tr>
<tr>
<td>MICHAEL FLORES</td>
<td>3800 LYNWOOD ST</td>
<td>El Paso, TX 79936</td>
<td>Secretary</td>
</tr>
<tr>
<td>TERRY CRENshaw</td>
<td>BANK OF THE WEST 500 N MESA.ST</td>
<td>El Paso, TX 79901</td>
<td>Treasurer</td>
</tr>
</tbody>
</table>

Execution:
The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Date: 10-14-13

Signature of authorized officer
**OPPORTUNITY CENTER FOR THE HOMELESS**

**Board of Directors**

(## Denotes CDBG Eligible Neighborhood)

7-1-2013 to 6-30-2014

<table>
<thead>
<tr>
<th>Position</th>
<th>Name</th>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>President</td>
<td>Terry Crenshaw</td>
<td>WestStar Bank</td>
<td>500 North Mesa Street</td>
<td>El Paso, Texas</td>
<td>79901</td>
<td>(915) 747-1675</td>
</tr>
<tr>
<td>Vice President</td>
<td>Susan Osborn</td>
<td>Family Nurse Practitioner</td>
<td>1262 Franklin Jay Lane</td>
<td>El Paso, Texas</td>
<td>79912</td>
<td></td>
</tr>
<tr>
<td>Secretary</td>
<td>Stephen Meador</td>
<td>Attorney at Law</td>
<td>501 Executive Center Blvd., Suite 200</td>
<td>El Paso, Texas</td>
<td>79902</td>
<td>(915) 533-2739</td>
</tr>
<tr>
<td>Treasurer</td>
<td>Ann Herkenhoff</td>
<td>Executive Vice President</td>
<td>City Bank Texas-EI Paso</td>
<td>7901 North Mesa</td>
<td>El Paso, TX</td>
<td>79932</td>
</tr>
<tr>
<td>Attorney</td>
<td>Suzette Zaboroski</td>
<td>853 Lakeway Drive</td>
<td>El Paso, Texas</td>
<td>79932</td>
<td>(915) 833-0391</td>
<td>(H)</td>
</tr>
<tr>
<td>Term: 2 years</td>
<td>Term 3 years</td>
<td>Term: 2 years</td>
<td>Term: 3 years</td>
<td>Term: 1 year</td>
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<tr>
<td>7-1-13 to 6-30-15</td>
<td>7-1-2012 to 6-30-2015</td>
<td>7-1-2013 to 6-30-15</td>
<td>7-1-13 to 6-30-16</td>
<td>7-1-13 to 6-30-14</td>
<td>7-1-13 to 6-30-14</td>
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</tr>
<tr>
<td>Ka Davis</td>
<td>Rick Garcia**</td>
<td>Linwood Gilchrist**</td>
<td>Maintenance Supervisor</td>
<td>1218 Myrtle Avenue</td>
<td>El Paso, Texas</td>
<td>79901</td>
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<tr>
<td>VFW Auxiliary</td>
<td>Alvivane No AD, Inc.</td>
<td>Formery Homeless</td>
<td>Term: 3 years</td>
<td>5851 Titan Street</td>
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<td>79924</td>
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<tr>
<td>El Paso, TX</td>
<td>151 Courchesne Street</td>
<td>151 S. Prado #108</td>
<td>11-01-10 to 10-31-2013</td>
<td>El Paso, TX</td>
<td>79915</td>
<td>915-892-4146</td>
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<tr>
<td>(915) 757-1535</td>
<td>El Paso, TX</td>
<td>3830 Johnson</td>
<td>Position: At Large</td>
<td>79901</td>
<td>79930</td>
<td>915-383-5175</td>
</tr>
<tr>
<td>915-532-0566</td>
<td>(915) 577-0669, EX 234</td>
<td>(work)</td>
<td>7-01-13 To 6-30-2015</td>
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<td>79930</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>Retired</td>
<td>John (Jay) Dunbar</td>
<td>(915) 533-0566</td>
<td></td>
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<td>CPA</td>
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<td>Position: At Large-Formerly Homeless</td>
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<tr>
<td>Position: At Large</td>
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<td>Position: At Large</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

I hereby certify this to be a true and accurate representation of the Board of Directors of the Opportunity Center for the Homeless as of

[Signature]

Terry Crenshaw
President
Board of Directors
An Opportunity to Serve the Homeless

The Opportunity Center for the Homeless (OC) consists of four homeless shelters (men, women, families, and elderly female) and six residential centers for the elderly, single women, mentally ill, veterans, and men and women in school/work programs. Please visit our OC Living Centers page for more information about each program!

Homeless persons coming to the OC receive services by walk-in or referral 24 hours/day, 365 days/year. We receive the least among the homeless including addicted, elderly, mentally ill, and immigrant; police even drop off homeless at our shelter.

Over the year we serve over 120,000 meals and provide over 100,000 evenings of lodging. We counsel over 2000 men, women, and youth, and transitioned over 1000 into work, training, and school programs.

On average our homeless population is 88% male and 12% female; 57% are Hispanic, 28% Anglo, 12% Black, and 3% Other. In particular, we are seeing an increase in homeless single women.

The Opportunity Center for the Homeless
Mission Statement

The Opportunity Center exists for all homeless without distinction of race, ethnic origin, language spoken, or, religious beliefs, and regardless of mental, drug and alcohol problems. Through direct contact with the homeless, the Center supports them to move beyond their condition if they are capable; or protects them if they cannot improve their condition in society because of emotional or psychological disorders.

To this end, the Opportunity Center operates a day resource center/emergency overflow night shelter where homeless people can gather and where some members of the El Paso Coalition for the Homeless provide on-site services. The Center also strives to create a system of care for the most needy among this population through the development of transitional and long-term supportive housing.
February 14, 2018

Ike J. Monty
President
Investment Builders, Inc.
7400 Viscount Blvd, Suite 109
El Paso, Texas 79925

RE: Housing Tax Credit Projects: Metro 31 Senior Community (#18127) and Emerald Manor (#18129)

Dear Mr. Monty,

I am pleased to fully support Investment Builders, Inc. in its efforts to acquire Housing Tax Credits through the Texas Department of Housing and Community Affairs for the following projects:

- Metro 31 Senior Community (Southeast corner of Wren Avenue & Gallivant Place, El Paso, El Paso County, Texas 79924); and

- Emerald Manor (Northeast corner of Horizon Blvd. and Rifton Court, Horizon City, El Paso County, Texas 79928).

These developments will not only increase the availability of quality affordable housing and improve the living conditions for the hard-working families of El Paso County, but will also assist in adding to the tax base and creating jobs.

We look forward to a favorable response by the Texas Department of Housing and Community Affairs for the approval of Metro 31 Senior Community and Emerald Manor.

Sincerely,

Rose Garcia
Executive Director
Filing Number: 4575407  
Original Date of Filing: July 30, 1979  
Formation Date: N/A  
Entity Type: Foreign Nonprofit Corporation  
Entity Status: In existence  
Name: TIERRA DEL SOL HOUSING CORPORATION  
Address: 6801 Viscount Blvd  
El Paso, TX 79925 USA  
Jurisdiction: NM, USA  
Foreign Formation Date: N/A  
Tax ID: 30004473994  
FEIN:  
Fictitious Name: N/A  
Registered Agent:  
Filing History:  
- Application For Certificate Of Authority: 2864733 (July 30, 1979)  
- Tax Forfeiture: 2864734 (February 22, 1982)  
- Reversal of Tax Forfeiture: 2864732 (October 26, 1984)  
- Report Notice: 228589180001 (September 9, 2008)  
- Notice of Forfeited Rights for Non-Filing of Periodic Report: 232507960001 (October 10, 2008)  
- Involuntary Revocation of Certificate of Authority: 245528710001 (February 11, 2009)  
- Nonprofit Periodic Report: 265844730063 (July 10, 2009)  
Instructions: To place an order for additional information about a filing press the 'Order' button.
PERIODIC REPORT - FOREIGN NONPROFIT CORPORATION

File Number: 4575407

1. The name of the corporation is: TIERRA DEL SOL HOUSING CORPORATION

2. It is incorporated under the laws of: NEW MEXICO, USA

3. The name of the registered agent is: Rose Garcia

4. The registered office address, which is identical to the business office address of the registered agent in Texas, is:
   6801 Viscount Blvd, El Paso, TX, USA 79925

Consent of Registered Agent
☐ A. A copy of the consent of registered agent is attached.
☐ B. The consent of the registered agent is maintained by the entity.

5. If the corporation is a foreign corporation, the address of its principal office in the state or country under the laws of which it is incorporated, is:
   6801 Viscount Blvd, El Paso, TX, USA 79925

6. The names and addresses of all directors of the corporation are:

<table>
<thead>
<tr>
<th>Director 1: (Individual Name)</th>
<th>Francisco Moran</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address.</td>
<td>6801 Viscount Blvd   El Paso, TX, USA 79925</td>
</tr>
<tr>
<td>Director 2: (Individual Name)</td>
<td>Oscar Pando</td>
</tr>
</tbody>
</table>

(Official seal and stamp)
7. The names, addresses and titles of all officers of the corporation are:

<table>
<thead>
<tr>
<th>Officer 1: (Individual Name)</th>
<th>Tomas Mendez</th>
<th>Title: President</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address: 6801 Viscount Blvd</td>
<td>El Paso, TX, USA 79925</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Officer 2: (Individual Name)</th>
<th>Elizabeth Ybarra</th>
<th>Title: Secretary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address: 6801 Viscount Blvd</td>
<td>El Paso, TX, USA 79925</td>
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</table>

<table>
<thead>
<tr>
<th>Officer 3: (Individual Name)</th>
<th>Elizabeth Ybarra</th>
<th>Title: Treasurer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address: 6801 Viscount Blvd</td>
<td>El Paso, TX, USA 79925</td>
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</table>

<table>
<thead>
<tr>
<th>Officer 4: (Individual Name)</th>
<th>Larry Salazar</th>
<th>Title: Vice-President</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address: 6801 Viscount Blvd</td>
<td>El Paso, TX, USA 79925</td>
<td></td>
</tr>
</tbody>
</table>

**Execution:**
The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

**Date:** August 4, 2015

Tomas Mendez
Signature of authorized officer

FILING OFFICE COPY
TIERRA DEL SOL HOUSING CORPORATION: ITS HISTORY

“. . . the general welfare and security of the nation and the health and living standards of its people require . . . the realization . . . of the goal of a decent home and a suitable living environment for every American family . . .”

[From the Housing Act of 1949]

The history of Tierra del Sol Housing Corporation begins with the purpose of helping rural New Mexicans achieve “the goal of a decent home and a suitable living environment.”

The history of Tierra del Sol encompasses the history of an idea, a dream and the goal of better housing.

It is a history of dedicated people who found the organization, a minister, a county commissioner, a group of farm workers and rural families.

It is a history of triumphs, difficult times, and most important it a history of lasting achievements in making possible affordable decent housing to hundreds of New Mexico farm workers, the working poor and countless others.
Six months after it was incorporated in April 1973, in a bleak cotton field, with the early autumn wind chilling about 25 spectators who had gathered for the ribbon cutting, Tierra del Sol embarked on its first large scale housing development at Alto de Las Flores, north of the community of San Miguel, New Mexico. Already 12 homes had been built in Mesilla, New Mexico and it had eight units under construction in Mesquite, New Mexico. This large scale housing development during its formative period was to help characterize Tierra del Sol as a dynamic organization fulfilling the goal of a decent home and a suitable living environment for its constituents.

Its initial efforts to bring the American Dream to rural New Mexicans was through a self help housing program funded by the Farmers Home Administration. Today, Tierra del Sol continues in its rich-laden history of self help housing in rural Dona Ana County and in urban settings such as in the City of Las Cruces, New Mexico. It housing services has greatly expanded from its early years and today, Tierra del Sol is a leading producer of affordable housing in New Mexico. It is recognized as a leading producer of both single family and multifamily housing in the southwest region of the United States. Its success is based on collaborations and joint partnerships with both private and public funding providers.

Tierra del Sol’s long line of achievements has significantly improved the quality of life of New Mexicans. Solutions to the housing needs of the working poor, farm workers, first time homebuyers, the elderly and the disabled have been found by Tierra del Sol.

From self-help housing, rural farm labor rental housing, senior congregate housing, to supportive housing for the elderly and the disabled, to LIHTC limited partnership owned mixed housing, to affordable homeownership in urban neighborhoods, major subdivision and real estate developments, Tierra del Sol Housing Corporation has brought to successful fruition the idea, fulfilled the dream and achieved the goal that are encompassed in its formation in 1973.

MISSION STATEMENT

“Tierra del Sol Housing Corporation is a regional housing community development corporation whose purpose is to improve the quality of life and economic conditions of low income persons residing in distressed and underserved communities by providing affordable housing and community development through construction activities, lending, training and employment opportunities.”
Donate To Tierra del Sol
Tab 47

Required Third Party Reports
June 13, 2018

Ms. Sharon Gamble
9% Competitive Housing Tax Credit Program Administrator
Texas Department of Housing and Community Affairs
P O Box 13941
Austin, TX 78711

Re: Application #18127 Metro 31 Senior Community

Dear Ms. Gamble:

This letter certifies that: (1) natural gas will be used in all the applications that indicate its use in the Utility Allowances exhibit; and (2) the Applicant will implement all recommendations of the ESA.

Yours truly,

Investment Builders, Inc.

By: ____________________________
Ike J. Mony
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: Construction & Environmental Consultants
   - 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. [http://www.tdhca.state.tx.us/program-services/environmental/index.htm](http://www.tdhca.state.tx.us/program-services/environmental/index.htm)
   - A Third Party will aid in the completion of the environmental clearance process. If checked, complete the following:

   Name of Firm: ____________________________

   Contact Person: ____________________________

   Contact Telephone: ____________________________ Email: ____________________________

3. **Primary Market Area Map**
   - Primary Market Area (PMA) map with definition of PMA is included behind this tab.

4. **Property Condition Assessment (PCA)**
   - Prepared by: N/A
   - Date of Report: ____________________________
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### MARKET ANALYSIS SUMMARY

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

**Development**  
Metro 31 Senior Community

**Target Population**  
Elderly

**Site Location**  
SEC of Wren Ave. and Gallivant Pl

**City:** El Paso  
**County:** El Paso

**Site Coordinates:**  
Longitude: -106.4195  
Latitude: 31.87724  
(Decimal degree format)

**Primary Market Area (PMA) page 32**  
Square Miles: 18.51

**CENSUS TRACTS**

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Multifamily Finance Division staff will place scanned copies of deficiency documents behind this tab in the application .pdf
**All deficiencies must be corrected or clarified by 5 pm Austin local time on July 2, 2018.**

Please respond to this email as confirmation of receipt.

In the course of the Department's Housing Tax Credit Eligibility/Selection/Threshold and/or Direct Loan review of the above referenced application, a possible Administrative Deficiency as defined in §10.3(a)(2) and described in §10.201(7)(A) and/or §10.201(7)(B) of the 2018 Uniform Multifamily Rules was identified. By this notice, the Department is requesting documentation to correct the following deficiency or deficiencies. Any issue initially identified as an Administrative Deficiency may ultimately be determined to be beyond the scope of an Administrative Deficiency, and the distinction between material and non-material missing information is reserved for the Director of Multifamily Finance, Executive Director, and Board.

1. Development Cost Schedule: Provide an explanation for $114,000 included on the schedule on the “carports and/or garages” line item.

The above list may not include all Administrative Deficiencies such as those that may be identified upon a supervisory review of the application. Notice of additional Administrative Deficiencies may appear in a separate notification.

All deficiencies must be corrected or otherwise resolved by 5 pm Austin local time on the fifth business day following the date of this deficiency notice. Deficiencies resolved after 5 pm Austin local time on the fifth business day will have 5 points deducted from the final score. For each additional day beyond the fifth day that any deficiency remains unresolved, the application will be treated in accordance with §10.201(7)(B) of the 2018 Uniform Multifamily Rules. Applications with unresolved deficiencies after 5pm Austin local time on the seventh business day may be terminated.

All deficiencies related to the Direct Loan portion of the Application must be resolved to the satisfaction of the Department by 5pm Austin local time on the fifth business day following the date of this deficiency notice. Applications with unresolved deficiencies after 5pm Austin local time on the seventh business day will be suspended from further processing, and the Applicant will be notified to that effect, until the deficiencies are resolved. If, during the period of time when the Application is suspended from review, Direct Loan funds become oversubscribed, the Applicant will be informed that unless the outstanding item(s) are resolved within one business day the Application will be terminated. For purposes of priority under the Direct Loan set-asides, if the outstanding item(s) are resolved within one business day, the date by which the item is submitted shall be the new received date pursuant to §13.5(c) of the 2018 Multifamily Direct Loan Rule. Applicants should be
prepared for additional time needed for completion of staff reviews.

Unless the person that issued this deficiency notice, named below, specifies otherwise, submit all documentation at the same time and in only one file using the Department’s Serv-U HTTPs System. Once the documents are submitted to the Serv-U HTTPs system, please email the staff member issuing this notice. If you have questions regarding the Serv-U HTTPs submission process, contact Liz Cline at liz.cline@tdhca.state.tx.us or by phone at (512)475-3227. You may also contact Jason Burr at jason.burr@tdhca.state.tx.us or by phone at (512)475-3986.

All applicants should review §§11.1(b) and 10.2(b) of the 2018 QAP and Uniform Multifamily Rules as they apply to due diligence, applicant responsibility, and the competitive nature of the program for which they are applying.

**All deficiencies must be corrected or clarified by 5 pm Austin local time on July 2, 2018. Please respond to this email as confirmation of receipt.**

About TDHCA
The Texas Department of Housing and Community Affairs administers a number of state and federal programs through for-profit, nonprofit, and local government partnerships to strengthen communities through affordable housing development, home ownership opportunities, weatherization, and community-based services for Texans in need. For more information, including current funding opportunities and information on local providers, please visit www.tdhca.state.tx.us.

Regards,

Sharon D. Gamble MSW, PMP
Competitive Housing Tax Credit Program Administrator
Texas Department of Housing and Community Affairs
(512) 936-7834

Any person receiving guidance from TDHCA staff should be mindful that, as set forth in 10 TAC Section 11.1(b) there are important limitations and caveats (Also see 10 TAC §10.2(a)).

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1. Points for public transportation under the Opportunity Index require clear evidence that the entirety of the sidewalk consists of smooth hard surfaces, curb ramps, and marked pedestrian crossings when traversing a street.
2. Section 2.1 of First Amendment speaks of seller’s right to purchase under section 11.17 of the Northgate Transit Oriented Development Site Lease. The lease was not submitted.
3. Memorandum of lease has no visible dates on page 4.
4. Escrow Agent’s statement at end of contract to purchase does not say that the agent received the earnest money.
5. The concept plan that is Exhibit A of the contract is illegible. Lot 4A, referenced by the contract as the subject site, should be identifiable.
6. Feasibility study says 20 of the 116 parking spaces will be on the street. These can be counted to meet code requirements if code allows (affirm this is so in your deficiency response), but these spaces cannot be counted as part of the development unless the land they occupy is owned by the development and they will be restricted to use by tenants, employees and/or visitors, only. If so restricted, specify the means to be used for securing them from drivers that are not tenants, employees or visitors. Otherwise, revise the Specifications and Building Unit Configuration exhibit and the Development Narrative to show the number of parking spaces that are reserved to tenants and employees and visitors of the subject development as 96 spaces.
7. Confirm that all units are built to the specifications of HC units.
8. State the roof composition and pitch.
9. State the percentages of exterior construction material for each elevation.
10. Please confirm that natural gas will be used in all the applications that indicate its use in the Utility Allowances exhibit.
11. ESA does not specify that TDHCA is authorized to rely on it.
12. ESA does not state that the preparer will not materially benefit from the Development other than by receiving a fee for the report and the fee is not contingent upon the report’s findings.
13. ESA does not state that the preparer read and understood §10.305 of the Uniform Multifamily Rules.
14. Applicant must affirm that it will implement all recommendations of the ESA.

The above list may not include all Administrative Deficiencies such as those that may be identified **upon a supervisory review of the application.** Notice of additional Administrative Deficiencies may appear in a separate notification.

All deficiencies must be corrected or otherwise resolved by 5 pm Austin local time on the fifth business day following the date of this deficiency notice. Deficiencies resolved after 5
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All applicants should review §§11.1(b) and 10.2(b) of the 2018 QAP and Uniform Multifamily Rules as they apply to due diligence, applicant responsibility, and the competitive nature of the program for which they are applying.

**All deficiencies must be corrected or clarified by 5 pm Austin local time on Thursday, June 14, 2018. Please respond to this email as confirmation of receipt.**

About TDHCA
The Texas Department of Housing and Community Affairs administers a number of state and federal programs through for-profit, nonprofit, and local government partnerships to strengthen communities through affordable housing development, home ownership opportunities, weatherization, and community-based services for Texans in need. For more information, including current funding opportunities and information on local providers, please visit www.tdhca.state.tx.us.

Thanks,

Ben Sheppard
Specialist, Multifamily Finance
Texas Department of Housing and Community Affairs
Any person receiving guidance from TDHCA staff should be mindful that, as set forth in 10 TAC Section 11.1(b), there are important limitations and caveats (Also see 10 TAC §10.2(b)).
June 14, 2018

Mr. Ben Sheppard
Multifamily Housing Specialist
Texas Department of Housing and Community Affairs
221 E. 11th Street
Austin, Texas 78701

Dear Mr. Sheppard,

We are in receipt of the deficiency notice issued June 6, 2018 for 18127 Metro Seniors and have responded to those requests in the following response.

1. Points for public transportation under the Opportunity Index require clear evidence that the entirety of the sidewalk consists of smooth hard surfaces, curb ramps, and marked pedestrian crossings when traversing a street.
   The Metro 31 Senior development is part of a larger planned development incorporated where an old mall used to be. We have included an aerial google map indicating the location of the development as well as the location of the bus stop. We have included pictures of the street view from corner to corner indicating the condition of the sidewalks and crosswalk.

2. Section 2.1 of First Amendment speaks of seller’s right to purchase under section 11.17 of the Northgate Transit Oriented Development Site Lease. The lease was not submitted.
   The lease is attached with this response.

3. Memorandum of lease has no visible dates on page 4.
   This item will be sent under separate cover. We made need an extension for this item but I will let you know this afternoon.

4. Escrow Agent’s statement at end of contract to purchase does not say that the agent received the earnest money.
   A copy of the earnest money receipt is attached with this response.

5. The concept plan that is Exhibit A of the contract is illegible. Lot 4A, referenced by the contract as the subject site, should be identifiable.
   Legible copy of concept plan is provided with this response.

6. Feasibility study says 20 of the 116 parking spaces will be on the street. These can be counted to meet code requirements if code allows (affirm this is so in your deficiency response), but these spaces cannot be counted as part of the development unless the land they occupy is owned by the development and they will be restricted to use by tenants, employees and/or visitors, only. If so restricted, specify the means to be used for securing them from drivers that are not tenants, employees or visitors. Otherwise, revise the Specifications and Building Unit Configuration exhibit and the Development Narrative to show the number of parking spaces that are reserved to tenants and employees and visitors of the subject development as 96 spaces.
   The feasibility report provider has revised the report to show the required number of spaces per code. The development will only have 96 spaces with NO street parking.
7. Confirm that all units are built to the specifications of HC units.
   An email is attached confirming the specifications of the HC units.

8. State the roof composition and pitch.
   The plans have been revised to include the requested information.

9. State the percentages of exterior construction material for each elevation.
   The plans have been revised to include the requested information.

10. Please confirm that natural gas will be used in all the applications that indicate its use in the Utility Allowances exhibit.
    The attached letter from the owner indicates the requested information.

11. ESA does not specify that TDHCA is authorized to rely on it.
    The attached letter from the ESA provider specifies the requested information.

12. ESA does not state that the preparer will not materially benefit from the Development other than by receiving a fee for the report and the fee is not contingent upon the report’s findings.
    The attached letter from the ESA provider states the requested information.

13. ESA does not state that the preparer read and understood §10.305 of the Uniform Multifamily Rules.
    The attached letter from the ESA provider states the requested information.

14. Applicant must affirm that it will implement all recommendations of the ESA.
    The attached letter from the owner indicates the requested information.

Should you need further clarification or correction, please do not hesitate to contact me.

Sincerely,

Robbye G. Meyer
Principal, Managing Member
Traveling from corner to property - complete sidewalks on both sides of the street

Continuing toward the property - sidewalks still complete on both sides of street
Continuing toward property - complete sidewalks on both sides of street

Bus Stop located here - sidewalks on both sides of street - this is where the Northgate Transfer Station will be located
Crosswalk at Shoppers Road and Wren Avenue with curb cuts and pedestrian walkway
Continuing toward property on the right - complete sidewalks on both sides of the street

Property on the right - complete sidewalks on both sides of the street
Northgate Transit Oriented Development
SITE LEASE

Affordable Residential Housing Lease Agreement

City of El Paso
El Paso, Texas

and

Hunt Metro 31, LLC
Lessee

Effective Date: December 2, 2014
# Northgate Transit Oriented Development
## SITE LEASE
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ATTACHMENTS

EXHIBIT A – Metes and bounds description of the Premises
EXHIBIT B – Annual base rental for Component Parcels
EXHIBIT C - Allocated Land Values
EXHIBIT D - Form of Memorandum of Lease
NORTHGATE TRANSIT ORIENTED DEVELOPMENT SITE LEASE

THIS LEASE AGREEMENT (the "Lease") is entered into this ___ day of December, 2014, to be effective as of the Effective Date, by and between Lessor of El Paso, a Texas home-rule municipal corporation ("Lessor") and Hunt Metro 31, LLC, a Delaware limited liability corporation ("Lessee").

WHEREAS, Lessor owns approximately 30,802 acres (the "Property") as further described herein, located in the City of El Paso and County of El Paso, State of Texas, and within Tax Reinvestment Zone No. 7 ("Zone"), which Lessor desires that Lessee redevelop as part of a transit oriented development; and

WHEREAS, on December 2, 2014, City Council of the City of El Paso approved a Chapter 380 Economic Development Program Agreement (the "380 Agreement"), and a Development Agreement (the "Development Agreement"), with Lessee for the purpose of removing the blighted condition of the property and redeveloping portions of the Property; and

WHEREAS, Lessor has determined that a public purpose will be served by leasing the Premises described herein to Lessee in accordance with the terms specified herein, together with certain privileges, rights, uses and interests therein, as hereinafter set out, because it will alleviate existing conditions in the Zone, economically revitalize the Zone, further implementation of the Zone’s project plan, and promote redevelopment of the Zone within the meaning of Chapter 311, Texas Tax Code and article VIII, section 1-g(b) of the Texas Constitution; and

WHEREAS, Lessee proposes to lease to Lessor that certain ground area and to avail itself of certain privileges, rights and uses pertaining thereto; and

WHEREAS, Lessee desires to construct and operate affordable residential housing, multifamily residential housing, parking garages, flex space, office space, retail space or any combination thereof on the Premises for the conduct of permitted uses thereon as described in and provided for in the Development Agreement; and

WHEREAS, Lessee has indicated a willingness and ability to properly keep, maintain and improve said grounds and improvements in accordance with standards established by Lessor.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, Lessor and Lessee agree and covenant as follows:

Definitions

Capitalized terms used in this Lease shall have the meanings given or referenced in Section 11.21 hereof or, if not defined in Section 11.21, the meaning given to them in the Development Agreement.

ARTICLE I - PREMISES AND PRIVILEGES

1.01 Description of Premises Demised. Subject to and on the terms, conditions, covenants, agreements and undertakings hereinafter set forth, Lessor does hereby demise and lease to Lessee and Lessee does hereby lease from Lessor the Affordable Residential Housing Parcel. The Affordable Residential Housing Parcel is described on Exhibit A appended hereto and is herein referred to as the "Premises".
1.02 Right to Construct. Lessee shall have the right and privilege to construct, maintain, and remove improvements upon the Premises, including the Affordable Residential Housing, subject to the terms, covenants, and conditions contained herein and in the Development Agreement. Prior to the construction of any improvements to the Premises, the plans and specifications for any improvements, additions, or alterations shall be submitted to the City Engineer or his designee, with a copy to the Director of City Development, for review and approval in accordance with the terms of the Development Agreement order to ensure the Premises comply with the Development Agreement and City of El Paso building codes. No work shall commence until Lessee has obtained any and all permits and/or complied with any and all applicable legal requirements pertaining to such construction.

1.03 Restriction of Privileges, Uses and Rights. The rights and privileges granted Lessee hereunder are subject and expressly limited to the construction and operation of a senior residential housing project of affordable units and uses ancillary and/or complimentary thereto (the Premises and all improvements located and/or constructed thereon by Lessee are collectively referred to herein as the “Project”). Lessee’s use of the Premises shall be limited to planning, designing, constructing, building, erecting, maintaining, equipping, leasing, managing, encumbering, operating and otherwise dealing with the affordable housing to be developed by Lessee on the Premises. Any substantial change of use outside of those allowed in this section will require the prior written approval of City Council. Failure to obtain the prior written approval of City Council prior to using the Premises for anything other than the uses specified herein, shall constitute a default and may result in termination of the Lease as specified in Article X.

1.04 Conditions of Granting Lease. The granting of this Lease and its acceptance by Lessee is conditioned upon all of the terms and conditions set forth in this Lease.

ARTICLE II - OBLIGATIONS OF LESSOR

2.01 Quiet Enjoyment. Lessor agrees that upon Lessee’s lawful occupying of the Premises and performing all of the covenants, conditions, and agreements set forth herein, Lessee shall and may peaceably and quietly have, hold, and enjoy the Premises. Lessor has no knowledge, nor any reason to believe, that there is any legal impediment to its full right to enter into this Lease and perform its obligations hereunder.

2.02 Condition and Maintenance of Premises “As Is”. Lessee accepts the Premises “As Is”, with all faults, relying on Lessee’s own inspection and judgment and, except for those representations set forth in the Development Agreement, not in reliance on any representations of Lessor. Lessee acknowledges that substantial site preparation will be necessary in order to utilize the Premises for Lessee’s permitted uses hereunder. Lessor shall assume no responsibility as to the condition of the Premises and shall not assume responsibility for maintenance, upkeep, or repair necessary to keep the Premises in a safe and serviceable condition.

2.03 Site Development. The Director of City Development will assist Lessee, at no cost to the Lessor, in Lessee’s obtaining approval from Lessor of its final building scale plan, preliminary schematics and design development drawings and permit applications as required to pursue the development of the office and retail space, and will execute such applications as may be reasonably required in connection therewith.

2.04 Waiver of Warranty of Suitability. EXCEPT AS SET FORTH IN THE DEVELOPMENT AGREEMENT, LESSOR FURTHER DISCLAIMS ANY WARRANTY OF SUITABILITY THAT MAY ARISE BY OPERATION OF LAW. LESSEE LEASES THE PREMISES “AS IS” AND LESSOR
DOES NOT WARRANT THAT THERE ARE NO LATENT DEFECTS THAT ARE VITAL TO LESSEE'S USE OF THE PREMISES FOR THEIR INTENDED USES.

2.05 Affordable Housing Residential Requirements. As soon as practical following the Effective Date, Lessee, at its cost, shall apply to TDHCA for 9% LIHTC Affordable Residential Housing. Lessor agrees, at its cost, to (i) cooperate with Lessee in seeking TDHCA approval of the Affordable Residential Housing including providing to Lessee (or the developer of the Affordable Residential Housing) for inclusion in an application to TDHCA a duly adopted resolution of City Council giving its exclusive written endorsement of such application for a 9% LIHTC allocation to the Affordable Residential Housing; and (ii) if requested by Lessee (or the developer of the Affordable Residential Housing), to seek from the El Paso Housing Finance Authority its agreement to provide funding, not to exceed the sum of $1,000,000, for the Affordable Residential Housing. The parties agree that the construction of the Affordable Residential Housing on the Premises is subject to and contingent upon 9% LIHTC, and if for any reason 9% LIHTC is not obtained, then (i) Lessee is not obligated to construct, or cause to be constructed, the Affordable Residential Housing on the Premises and (ii) notwithstanding anything herein to the contrary, the Premises may, at the election of Lessee and the approval of Lessor, such approval not to be unreasonably withheld, conditioned or delayed, be used for any one or more of the other Components contemplated by the Development Agreement, including, without limitation, additional Multifamily Residential Housing, in which event the provisions of the Development Agreement for such Component shall be applicable to that portion of the Premises used for such Component. The Affordable Residential Housing shall be incorporated into Phase 05 and, following the allocation of 9% LIHTC, shall be constructed and Substantially Completed as legally required by 9% LIHTC. The Affordable Residential Housing shall be located on the Premises.

Subject to the terms of the preceding paragraph, Lessor agrees to enter into this Lease with Lessee, or its Affiliate or assignee. This Lease shall be separate from the Lease Agreement covering the remainder of the Project Site. Lessor acknowledges and agrees that at all times the Affordable Residential Housing (i.e., the improvements constituting the Affordable Residential Housing) shall be owned, operated, financed, and sold as a stand-alone asset apart from the Premises or the remainder of the Project or any other improvements located on the Project Site. Lessee and Lessor further agree (i) to grant in favor of the owner of the Affordable Residential Housing, its successors and permitted assignees, such access, utility and other easements (the "Affordable Housing Easements") over, upon and across the Project Site as may be reasonably determined by Lessee (or the developer of the Affordable Residential Housing) and its Lender(s) to provide ingress, egress, utilities and drainage to and from the Premises and a public street and (ii) that the improvements constituting the Affordable Residential Housing may be encumbered by the owner thereof solely to secure the payment of any construction or permanent loan, the proceeds of which are to be used exclusively for the financing of Affordable Residential Housing and shall not be cross-defaulted, or cross-collateralized, by Lessor, Lessee, or such owner to secure the payment of any other financing. Lessor further agrees to grant to Lessee, or its Affiliate or assignee, the option to purchase the fee simple title to the Premises as provided herein. Lessor agrees that an event of default under the terms of the Lease Agreement shall not constitute an automatic event of default under the terms of this Lease and that in no event shall the expiration, termination, or an event of default under the Lease Agreement and/or the Affordable Residential Housing Lease Agreement extinguish any of the Affordable Housing Easements. Lessor agrees to consider and approve any reasonable modification to the ownership structure, unit mix, size (not to exceed 80 units), property amenities, design and site configuration now or hereafter proposed for the Affordable Residential Housing contemplated by the Development Agreement, including the addition a HUB, or other qualifying not-for-profit entity (such as the Housing Authority of City of El Paso), as the majority or sole general partner of the Affordable Residential Housing, so as to allow Lessee to submit the most competitive application for 9% LIHTC. Lessee shall have the sole right to select and employ the underwriters, lenders, tax credit syndicators, contractors, architects, engineers, attorneys and other professional service providers in connection with
the Affordable Residential Housing. In the event of any conflict between the terms of this Section 2.05 and any other provision in this Lease or otherwise, the terms of this Section 2.05 shall govern the agreement of the parties.

ARTICLE III - OBLIGATIONS OF LESSEE

3.01 Net Lease. This Lease shall be without cost to Lessor except for Lessor’s obligations specifically set forth in Article II above and elsewhere in this Lease or in the 380 Agreement and/or in the Development Agreement, Lessee shall:

A.  Keep and maintain the Premises and improvements located thereon in a good state of repair at all times;

B.  Pay any and all taxes and governmental charges of any kind whatsoever that may be lawfully assessed against Lessee or Lessor with respect to the Premises, any improvements located on the Premises, Lessee’s interest in the Premises and improvements, all of Lessee’s personal property located on the Premises, any improvements, equipment, personal property or inventory on the Premises, or Lessee’s use and/or occupancy of the Premises, during the Term of this Lease, including any extensions or option periods granted thereto. Lessee in good faith may contest any tax or governmental charge, and Lessee shall not be in default hereunder by reason of the nonpayment of such taxes if Lessee shall have: (a) obtained and furnished to the applicable taxing authority a bond or other security to the extent required by applicable law, and (b) established reserves sufficient to pay such contested taxes and all penalties and interest that may be reasonably payable in connection therewith. Any such contest or other proceedings shall be conducted solely at Lessee’s expense, and Lessee shall pay the amount determined to be due, together with all costs, expenses, interest and penalties relating thereto, prior to the time that such taxes become a lien against the Premises.

C.  Pay all casualty, bond, and liability insurance premiums required in accordance with the terms of this Lease.

D.  Pay for any environmental work, traffic study, rezoning of parcels, platting or replatting of area, park fees, surveys, asbestos removal, environmental remediation, or demolition that may be required for Lessee’s use of the Premises.

E.  Pay for any and all installation of infrastructure on the Premises that may be required for Lessee’s use of the Premises, including, but not limited to public streets, drainage, underground utilities, and street lighting, provided, however, Lessor acknowledges that portions of the Property (of which the Premises is a part), including infrastructure, will be developed, and improvements thereon constructed, by Lessor, the PSB or Sun Metro in accordance with the terms of the Development Agreement and that Lessee has no responsibility or liability with respect to such infrastructure or improvements.

3.02 Condition of Premises. Lessee accepts the Premises in their present condition and agrees that the Premises are suitable for Lessee’s business, activities, and operations proposed to be conducted thereon subject to:

A.  Lessee’s right to construct certain improvements under the terms of this Lease; and

B.  Lessor’s performance of the obligations imposed on Lessor under Article II above.
3.03 Operational Licenses and Permits. Lessee and/or its sublessee may apply for restaurant and alcoholic beverage licenses and other permits or licenses necessary for the operation of improvements on the Premises. The cost of obtaining any such licenses and permits shall be borne solely by the Lessee or its sublessee. As fee owner of the Premises, Lessor agrees and understands that it may be required to provide assistance to the Lessee or its sublessees in acquiring such permits or licenses, including the execution of certain applications. Lessor agrees to provide such assistance as may be necessary and appropriate, in Lessor’s discretion; provided, however, that LESSEE SHALL INDEMNIFY AND HOLD LESSOR HARMLESS FROM ALL LIABILITIES, CLAIMS, COSTS AND EXPENSES WHICH LESSOR MAY INCUR BY REASON OF HAVING SIGNED ANY SUCH APPLICATION OR APPLICATIONS.

3.04 Right to Construct. Lessee shall have the right and privilege to construct, maintain, and remove improvements upon the Premises subject to the terms of the Development Agreement and this Lease.

3.05 Compliance With Laws. Lessee, at Lessee’s expense, agrees that it will construct, operate and maintain improvements on portions of the Premises in accordance with the terms, conditions, and processes contained in, and in accordance with the Development Agreement and all laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, applicable to the Premises and now in force or which may hereafter be in force, including, but not limited to, those which shall impose any duty upon the Lessor or Lessee, with respect to the use, occupancy or alteration of the Premises and any improvements thereon.

With respect to those portions of the Premises upon which Lessee shall construct improvements as provided in the Development Agreement, Lessee, at Lessee’s expense, specifically agrees to make or cause to be made all such alterations on such portions of the Premises, and any improvements thereon, including, without limiting the generality of the requirements of this sentence, removing such barriers and providing such alternative services, as shall be required by the Americans with Disabilities Act of 1990, as amended, and any other laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, now in force or which may hereafter be in force, which relate to the use or occupancy of the Premises and any improvements thereon by disabled persons (“Disabilities Laws”).

Lessee shall, at Lessee’s expense, comply with all present and hereinafter enacted Environmental Laws, and any amendments thereto, affecting Lessee’s use, operation, occupancy or alteration of the Premises including any improvements thereon.

A. Definitions.

(1) “Environmental Laws” means any one or all of the following as the same are amended from time to time: the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6941 et seq.; the Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. Section 300h et seq.; the Clean Water Act, 33 U.S.C. Section 1251 et seq.; the Clean Air Act, 42 U.S.C. Section 7401 et seq.; and the regulations promulgated thereunder and any other laws, regulations and ordinances (whether enacted by the local, state or federal government) now in effect or hereinafter enacted that deal with the regulation or protection of the environment, including the ambient air, ground water, surface water, and land use, including sub-strata land.

(2) “Hazardous Material” shall mean all substances, materials and wastes that are, or that become, regulated under or classified as hazardous or toxic under any Environmental.
(3) "Release" shall mean any releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing, or dumping into the environment.

B. Compliance.

(1) Lessee shall not cause or approve any Hazardous Material to be used, generated, manufactured, produced, stored, brought upon, or released, on, under or about the Premises, or transported to and from the Premises, by Lessee, its sub-Lessees, agents, employees, contractors, invitees, or a third party in violation of any Environmental Law during the term of this Lease. LESSEE SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS LESSOR, ITS SUCCESSORS AND ASSIGNS, ITS EMPLOYEES, AGENTS AND ATTORNEYS FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, DAMAGE, EXPENSE, PENALTIES AND LEGAL AND INVESTIGATION FEES OR COSTS, ARISING FROM OR RELATED TO ANY CLAIM OR ACTION FOR INJURY, LIABILITY, BREACH OF WARRANTY OR REPRESENTATION, OR DAMAGE TO PERSONS OR PROPERTY AND ANY AND ALL CLAIMS OR ACTIONS BROUGHT BY ANY PERSON, ENTITY OR GOVERNMENTAL BODY, ALLEGING OR ARISING IN CONNECTION WITH CONTAMINATION FIRST OCCURRING DURING THE TERM OF THIS LEASE OF, OR ADVERSE EFFECTS ON, THE ENVIRONMENT OR VIOLATION OF ANY ENVIRONMENTAL LAW OR OTHER STATUTE, ORDINANCE, RULE, REGULATION, JUDGMENT OR ORDER OF ANY GOVERNMENT OR JUDICIAL ENTITY WHICH ARE FIRST INCURRED OR ASSESSED AS A RESULT (WHETHER IN PART OR IN WHOLE) OF ANY ACTIVITY OR OPERATION ON OR DISCHARGE FROM THE PREMISES OR ANY IMPROVEMENTS THEREON THAT FIRST OCCURS DURING THE TERM OF THIS LEASE. IN THE AVOIDANCE OF ANY DOUBT, LESSEE SHALL NOT BE OBLIGATED TO INDEMNIFY LESSOR AGAINST ANY LOSS ARISING OF A CONDITION ON THE PREMISES EXISTING PRIOR TO THE DATE OF THIS LEASE OR FOR ANY PROPERTY THAT IS PART OF THE PROPERTY AND NOT PART OF THE PREMISES. Subject to the foregoing, this obligation includes, but is not limited to, all costs and expenses related to cleaning up the Premises, improvements, land, soil, underground or surface water as required under the law. Lessee's obligations and liabilities under this paragraph shall continue so long as Lessor bears any liability or responsibility under the Environmental Laws for any action that first occurs on the Premises or any improvements thereon during the term of this Lease. This indemnification of Lessor by Lessee includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material located on the Premises or any improvements thereon, or present in the soil or ground water on, first occurring under or about the Premises after the date of this Lease. The parties agree that Lessor's right to enforce Lessee's promise to indemnify is not an adequate remedy at law for Lessee's violation of any provision of this Section. Lessor shall also have all other rights and remedies provided by law or otherwise provided in this Lease.

(2) Without limiting the foregoing, if the presence of any Hazardous Material on, under or about the Premises or in any improvements thereon caused or permitted by Lessee results in any contamination of the Premises or any improvements thereon, Lessee shall promptly take all actions at its sole cost and expense as are necessary to return the Premises or any improvements thereon to the condition existing prior to the introduction of any such Hazardous Material to the Premises or in any improvements thereon; provided that Lessor's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse long-term effect on the Premises or on any improvements thereon.
(3) Lessee shall, at Lessee’s own cost and expense, make all submissions to, provide all information to, and comply with all requirements of the appropriate governmental authority (the “Government”) under the Environmental Laws. Should the Government determine that a site characterization, site assessment and/or a cleanup plan should be prepared or that a cleanup should be undertaken on the Premises or in any improvements thereon for conditions that first occur during the term of this Lease, then Lessee shall, at Lessee’s own cost and expense, prepare and submit the required plans and financial assurances, and carry out the approved plans. At no cost or expense to Lessor, Lessee shall promptly provide all information requested by Lessor to determine the applicability of the Environmental Laws to the Premises or to respond to any governmental investigation or to respond to any claim of liability by third parties which is related to environmental contamination.

(4) Lessee shall promptly notify Lessor of any of the following: (a) any correspondence or communication from any governmental entity regarding the application of Environmental Laws to the Premises or Lessee’s operation on the Premises, and (b) any change in Lessee’s operation on the Premises that will change or has the potential to change Lessee’s or Lessor’s obligations or liabilities under the Environmental Laws.

(5) Lessee shall insert or incorporate by reference the provisions of this Section 3.03 in any lease or sublease agreement or contract by which it grants a right or privilege to any person, firm or corporation under this Lease.

In the event of an emergency (meaning a Release of Hazardous Materials in violation of Environmental Laws on the Premises that presents an immediate threat of injury to persons of property) or the expiration of cure periods provided for in this Lease, then notwithstanding any other provision in this Lease to the contrary, Lessor shall have the right of “self-help” or similar remedy in order to minimize any damages, expenses, penalties and related fees or costs, arising from or related to a violation of any law on, under or about the Premises, the cost of which, including attorneys’ fees, shall be borne by Lessee. Lessor shall use its best efforts to notify Lessee prior to its exercise of such self-help rights.

Notwithstanding any other provision in this Lease to the contrary, Lessor shall have the right of “self-help” or similar remedy in order to minimize any damages, expenses, penalties and related fees or costs, arising from or related to a violation of any law on, under or about the Premises.

Lessee’s failure or the failure of its agents, employees, contractors, invitees or the failure of a third party to comply with any of the requirements and obligations of this Section 3.03 shall constitute a material default of this Lease and shall permit Lessor to pursue the remedies as set forth herein, in addition to all other rights and remedies provided by law or otherwise provided in the Lease, to which Lessor may resort cumulatively, or in the alternative.

D. Reporting.

(1) At any time that Lessee submits any filing pertaining to its property, operations, or presence on the Premises with any governmental entity (other than the Internal Revenue Service) by way of example but not in limitation, the Environmental Protection Agency or the Texas Commission on Environmental Quality, Lessee shall provide duplicate copies of the filing(s) made along with any related documents to Lessor.

(2) Upon expiration, termination or cessation of this Lease for any reason, Lessee shall provide current environmental inspection and inventory reports on the Premises acceptable to Lessor; and if, in the opinion of Lessor, the Premises shall require environmental remediation, Lessee shall
perform same to return the Premises into a (like new) condition equal or better to that as of the effective date of the Lease.

3.06 Lessor's Approval of Plans. Lessor's approval of any plans, specifications and working drawings for Lessee's construction or alterations of improvements shall create no responsibility or liability on the part of Lessor for their completeness, design sufficiency or compliance with all laws, rules and regulations of federal, state, county and municipal authorities. It is specifically understood that the Engineering and Construction Management Department is only one of numerous departments of the City of El Paso and that, in addition to obtaining approval of the Engineering and Construction Management Department, Lessee shall be required to obtain the approval of other departments as required by law.

3.07 Landscaping and Maintenance of Improvements. Lessee shall landscape the Premises in accordance with the Development Agreement and as required by law and keep the improvements on the Premises in a good state of repair and condition, commensurate with upscale retail and office space. The exterior finish on the improvements shall be repainted and refinished as necessary to maintain the appearance of such improvements. Lessor shall be the sole judge of whether Lessee has maintained the landscaping on the Premises in accordance with the requirements of Title 18 of the El Paso City Code, as it may be amended and, upon written notice by Lessor to Lessee, Lessee shall be required to perform whatever maintenance Lessor deems necessary in order to achieve such compliance. If said maintenance is not undertaken by Lessee within thirty (30) days after receipt of written notice, Lessor shall have the right to enter on the Premises and perform the necessary maintenance, the cost of which plus ten percent (10%) shall be borne by Lessee.

3.08 Utilities. Lessee shall pay for all costs or charges for utility services furnished to Lessee during the Term hereof. Lessee shall have the right to connect to any and all storm and sanitary sewers and water and utility outlets at its own cost and expense; subject to approval by all appropriate departments of the City of El Paso, and Lessee shall pay for any and all service charges incurred.

3.09 Trash, Garbage, and Other Refuse. Lessee shall provide a complete and proper arrangement for the adequate sanitary handling, and disposal away from the Premises, of all trash, garbage and other refuse caused as a result of its use and occupancy of the Premises. Lessee shall provide and use suitable covered commercial type receptacles for storage of all such garbage, trash and other refuse, and will maintain these receptacles, screened from view of adjoining properties or public streets, in an attractive, safe, and sanitary manner. Piling of boxes, cartons, barrels or other similar items, in an unsightly or unsafe manner, on or about the Premises, shall not be permitted.

3.10 Permitted Uses. Lessee will not conduct any business activity on the Premises other than those permitted in Section 1.03.

ARTICLE IV - TERM OF LEASEHOLD

4.01 Term. This Lease shall be for a term of fifty (50) years, commencing on the Effective Date, as defined in Section 11.21, and shall terminate fifty (50) years after the Effective Date (the “Initial Term”). The Initial Term, together with any extensions, is referred to herein as the “Term”.

4.02 Options to Extend. So long as Lessee is not in default of the terms and conditions of this Lease, Lessee shall have the option to extend this Lease for an additional term of thirty (30) years by notifying Lessor in writing of Lessee’s election at least one hundred twenty (120) calendar days prior to the expiration of the Initial Term (“Lessee’s Option Period”). In the event the option to extend is so exercised, the Lease shall be extended for thirty (30) additional years under the same terms and conditions.
4.03 **Holding Over.** It is agreed and understood that any holding over by Lessee on the Premises at the expiration or cancellation of this Lease shall operate and be construed as a tenancy from month to month at a Rental Fee of one and one-half times the then current Rental Fee, and Lessee shall be liable to Lessor for all loss or damage on account of any holding over against Lessor’s will after the expiration or cancellation of this Lease, whether such loss or damage may be contemplated at this time or not. No receipt or acceptance of money by Lessee from Lessee after the expiration or cancellation of this Lease or after the service of any notice, after the commencement of any suit, or after final judgment for possession of the Premises, shall reinstate, continue or extend the Term of this Lease, or affect any such notice, demand or suit or imply consent for any action for which Lessor’s consent is required or operate as a waiver of any right of the Lessor to retake and resume possession of the Premises.

4.04 **National Emergency.** In the event the rights and privileges hereunder are suspended by reason of war or other national emergency, the Term of this Lease shall be extended by the amount of the period of time of such suspension.

4.05 **Force Majeure.** If either party hereto shall be prevented from performing any act required hereby by any cause beyond the control of such party, including, without limitation, Force Majeure delays, the time for such performance shall be extended by the period of such delay.

**ARTICLE VI - CONSIDERATION**

5.01 **Rental Fee.** Lessee shall pay to Lessor an annual base rental fee in an amount equal to rental for the applicable Component Parcel as shown on Exhibit B appended hereto.

5.02 **Commencement of Rental Fee.** Lessee’s obligation to pay the Rental Fee to Lessor as aforesaid shall commence on the Effective Date of this Lease.

5.03 **Unpaid Rent, Fees and Charges.** Any payment of the Rental Fee, fees, or other charges or monies accruing under any provisions of this Lease that are not received by Lessor within twenty (20) days of the date upon which payment is due, shall bear interest at the rate equal to the maximum allowed by law from the date when the same was due according to the terms of this Lease until paid by Lessee.

5.04 **Place of Payment.** All Rental Fee payments and other amounts due from Lessee to Lessor hereunder shall be paid to Lessor at the following address: City of El Paso, Financial Services, P.O. Box 1890, El Paso, Texas 79950-1890.

**ARTICLE VI - INSURANCE AND INDEMNIFICATION**

6.01 **Fire and Other Risks Insurance.** Lessee, at its sole cost and expense, shall throughout the Term the Development Agreement keep or cause to be kept all improvements now or hereafter located upon the Premises insured for the mutual benefit of Lessor and Lessee as their interests may appear as provided in the Development Agreement. After the expiration of the term of the Development Agreement Lessee shall keep or cause to be kept all improvements now or hereafter located upon the Premises insured for the mutual benefit of Lessor and Lessee as their interests may appear against loss or damage by fire and against loss or damage by other risks embraced by “extended coverage” and against loss by windstorm, hail, explosion (other than boiler explosion), riot, civil commotion, aircraft, vehicles, smoke, vandalism and malicious mischief, in an amount equal to the actual replacement cost of such improvements, excluding costs of replacing excavations and foundation, but without deduction for depreciation (hereinafter called “Full Insurable Value”). In the event a dispute arises as to the Full Insurable Value which cannot be resolved by agreement, an appraisal of the Premises and improvements thereon shall be
made by an appraiser selected by Lessee and reasonably acceptable to Lessor to determine the Full Insurable Value, as defined in this Section, and the resulting determination shall be conclusive between the parties for the purpose of this Section. Should the appraiser Lessee selects be unsatisfactory to Lessor, the carrier of the insurance then in force shall be requested to determine the Full Insurable Value as defined in this Section. The expense of this appraisal shall be borne by Lessee.

6.02 Liability Insurance. Lessee, at its sole cost and expense shall, throughout the Term of this Lease, provide and keep in force for the benefit of Lessor and Lessee, as their respective interests may appear, comprehensive general liability insurance in an amount not less than One Million Dollars ($1,000,000.00) for bodily injury to one person for each occurrence, Three Million Dollars ($3,000,000.00) for bodily injuries to more than one person arising out of each occurrence and One Hundred Thousand Dollars ($100,000.00) for property damage arising out of each occurrence, or in amounts equal to the maximum liability for damages for municipalities for claims arising under governmental functions, provided for under the Texas Tort Claims Act, whichever is greater.

6.03 Additional Insured. Lessor shall be named as an Additional Insured on all insurance policies except Worker's Compensation Insurance Coverage, either in the policy itself and reflected on the certificate of insurance or through an endorsement attached to the policy.

6.04 Liens. Lessee agrees to satisfy, release, discharge, remove, or bond off any liens claimed on any of the improvements to the Premises made by Lessee's contractors, employees, or suppliers as well as its contractors' subcontractors, employees, or suppliers within thirty (30) days of Lessee's receipt of written notice thereof from Lessor. If Lessee fails to satisfy, release, discharge, remove, or bond off any lien claim within thirty (30) days of Lessee's receipt of written notice thereof from Lessor, Lessor may on its own satisfy or remove any liens and shall charge Lessee the cost of doing so, including any legal fees or court costs associated with such action, plus ten percent (10%). Lessee's performance of this obligation is a material term of this Lease Agreement and Lessee's failure to perform under this Section 6.04 may result in the immediate termination of this Lease Agreement.

6.05 Authorized Insurance Companies. All such policies of insurance shall be written by insurance and surety companies authorized to do business in the State of Texas with A.M. Best Company (or equivalent) ratings of “AVI” or better. Such policies shall be delivered to Lessor promptly following the Effective Date of this Lease. Each insurance policy shall contain:

A. A statement of the coverage provided by the policy;

B. An endorsement that the Lessor is named as an additional insured to the full amount of the policy limits in the case of the liability coverage and that the property insurance covers Lessor and Lessee "as their interests may appear", and that the Lessor shall be notified at least thirty (30) days in advance in the event the policy or policies are canceled and ten (10) days in advance of cancellation for non-payment of premiums;

C. A statement of the period during which the policy is in effect;

D. A statement that the annual premium or the advance deposit premium for such policy has been paid in advance; and

E. An endorsement to the effect that the insurer waives any claim or right in the nature of subrogation to recover against the Lessor, its elected and appointed officials, officers, agents, or employees.
6.06 Indemnification. LESSEE AGREES TO INDEMNIFY AND HOLD LESSOR HARMLESS AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, COSTS, AND EXPENSES, INCLUDING INVESTIGATION EXPENSES AND REASONABLE ATTORNEY'S FEES FOR THE DEFENSE OF SUCH CLAIMS AND DEMANDS, ARISING OUT OF OR ATTRIBUTED DIRECTLY, OR INDIRECTLY TO THE OPERATION, CONDUCT OR MANAGEMENT OF LESSEE'S BUSINESS ON THE PREMISES, ITS USE OF THE PREMISES, OR FROM ANY BREACH ON THE PART OF LESSEE OF ANY TERMS OF THIS LEASE, OR FROM ANY ACT OR NEGLIGENCE OF LESSEE, ITS AGENTS, CONTRACTORS, EMPLOYEES, SUBLESSEES, CONCESSIONAIRES, OR LICENSEES IN OR ABOUT THE PREMISES. In case of any action or proceeding brought against Lessor by reason of any such claim, Lessee, upon notice from Lessor, agrees to defend the action or proceeding by counsel acceptable to Lessor.

6.07 Mutual Waiver of Subrogation Rights. Lessor and Lessee and all parties claiming under them mutually release and discharge each other and their respective officers, directors, partners, employees and agents from all claims and liabilities arising from or caused by any casualty or hazard insured or required to be insured hereunder and waive any right of subrogation which might otherwise exist in or accrue to any person or account thereof; provided that such release shall not operate in any case where the effect is to invalidate such insurance coverage. This release shall apply even if the loss or damage shall be caused by the fault or negligence of a party hereof or for any person for which such party is responsible.

ARTICLE VII - DESTRUCTION OF IMPROVEMENTS BY FIRE OR OTHER CASUALTY

7.01 Obligations of Lessee. During the Term hereof, except as provided in Section 7.03 below, should the improvements constructed by Lessee upon the Premises be damaged or destroyed in whole or in part by fire or other casualty, Lessee shall give prompt notice thereof to Lessor, and at its own cost and expense, shall promptly repair, replace and rebuild the same, at least to the same extent as the value and as nearly as practical to the character of the buildings and improvements existing immediately prior to such time, provided, however, Lessee shall have no obligation to incur or expend any amount in excess of the insurance proceeds available to Lessee for such purpose. During the period of any repair, replacement or restoration Base Rent shall be abated with respect to that portion of the Premises damaged or destroyed. Such repairs, replacements or rebuilding shall be made by Lessee as aforesaid and in accordance with the following terms and conditions:

A. Prior to commencing such work, Lessee shall deliver to Lessor a set of the preliminary construction plans and specifications in accordance with the terms and provisions of the Development Agreement and this Lease Agreement. In the event the preliminary plans and specifications are not approved, Lessee will be so notified, and the notice shall specify in detail the reasons therefor and the requested modifications or alterations thereto.

B. Upon approval of the preliminary plans and specifications Lessee shall prepare or cause to be prepared final working plans and specifications in substantial conformity to the preliminary plans and specifications ("Final Plans"). Upon completion of the Final Plans, Lessee shall submit the same to appropriate governmental agencies for approval. Upon approval by such agencies and the issuance of permits for the commencement of construction, Lessee shall deliver to Lessor one (1) complete set of the Final Plans as approved by the governmental agencies exercising jurisdiction thereover and copies of all issued permits. Changes from the preliminary plans and specifications shall be considered to be within the scope of the preliminary plans and specifications if such changes are reasonably inferable therefrom.
or if they are made to comply with suggestions, requests or requirements of the governmental agencies exercising jurisdiction.

C. Prior to commencing construction, Lessee shall provide Lessor with Builder’s Risk Insurance.

D. Upon compliance with the foregoing and Section 7.02 below, and after settlement shall have been made with the insurance company or companies and said proceeds of such insurance policy or policies shall have been paid to Lessee, Lessee shall commence such repair, replacements or rebuilding within a reasonable time and shall continue such work with reasonable diligence until completion.

7.02 Insurance Proceeds. Lessee shall use the proceeds of the insurance policy or policies, subject to the rights of any Mortgagee, to pay for the cost of such repair, replacement or rebuilding.

7.03 Cancellation of Lease. Should the improvements on the Premises be damaged or destroyed in whole or in part by fire or other casualty at any time when there is less than five (5) years remaining on the Initial Term or any remaining Extension Options, Lessee shall be relieved of the obligation to repair, replace and rebuild the same and shall have the right to cancel this Lease by giving Lessor written notice of such election within thirty (30) days after the date of any such damage or destruction, unless Lessor agrees to extend the Term such that at least five (5) years remain on the Term after such rebuilding. In the event of such termination, this Lease shall terminate as of the date of such destruction and the insurance proceeds received or receivable under any policy of insurance shall be used to remove all debris and return the Premises to grade. The remainder shall be applied to any Mortgagee holding a first mortgage on the improvements, and the remainder shall be payable to Lessor. All Rental Fees payable under this Lease shall be prorated and paid to the date of such cancellation.

ARTICLE VIII - CONDEMNATION

8.01 Definitions. The following definitions apply in construing the provisions of this Lease relating to the taking of or damage to all or any part of the Premises, or improvements thereon, or any interest in them by eminent domain or condemnation:

A. "Taking" means the taking or damaging, including severance damage by eminent domain or by condemnation for any public or quasi-public use under any statute. The transfer of title may be either a transfer resulting from the recording of a final order in a condemnation proceeding or a voluntary transfer or conveyance to the condemning agency or entity made under threat of condemnation in a pending condemnation proceeding. The Taking shall be considered to take place the date actual physical possession is taken by the condemning authority.

B. "Total Taking” means the Taking of the fee title to all of the Premises and improvements thereon.

C. "Substantial Taking” means the Taking of so much of the Premises or improvements or both that one or more of the following conditions results:

1. The remaining portion of the Premises and improvements thereon after such Taking would not be economically and feasibly useable by Lessee;
2. The conduct of Lessee's business on the Premises would be substantially prevented or impaired;

3. The portion of the Premises not so taken cannot be so repaired or reconstructed, taking into consideration the amount of the award available for repair or reconstruction, as to constitute a complete rentable structure capable of producing a proportionately fair and reasonable net annual income after payment of all operating expenses, including, without limitation, the Rental Fees and after performance of all covenants and conditions required of Lessee under this Lease.

4. Access to the Premises is denied.

D. "Partial Taking" means the Taking of a fee title that is not either a Total Taking or Substantial Taking.

E. "Improvements", whether or not capitalized, includes, but is not limited to, all buildings, structures, fixtures, fences, utility installations, parking facilities and landscaping on the Premises.

F. "Notice of Intended Taking" means any notice or notification on which a reasonably prudent person would rely and which such person would interpret as expressing an existing intention of Taking, as distinguished from a mere preliminary inquiry or proposal. It includes, but is not limited to, the service of a condemnation summons and complaint on a party to this Lease. The notice is considered to have been received when a party to this Lease receives from the condemning agency or entity a notice of intent to take in writing containing a description or map reasonably defining the extent of the Taking.

G. "Award" means compensation paid for the Taking, whether pursuant to judgment, or by agreement, or otherwise.

H. "Date of Taking" means the date that Lessee is required to vacate the Premises or portion thereof that is the subject of the Taking pursuant to a final order of condemnation or agreement between the parties hereto.

8.02 Notice of Condemnation. The party receiving any notice of the kind specified below shall promptly give the other party notice of the receipt, contents and date of the notice received:

A. Notice of Intended Taking;

B. Service of any legal process relating to condemnation of the Premises or improvements;

or

C. Notice in connection with any proceedings or negotiations with respect to such a condemnation.

8.03 Rights of Parties During Condemnation Proceeding. Lessor and Lessee shall each have the right to represent its respective interest in each proceeding or negotiation with respect to a Taking or intended Taking and to make full proof of its claims. No agreement, settlement, sale or transfer to or with the condemning authorities shall be made without the consent of all parties. Each party agrees to execute and deliver to any other party hereto any instrument that may be required to facilitate the provisions of this Lease relating to the condemnation.

8.04 Taking of Leasehold. Upon a Total Taking, Lessee's obligation to pay Rental Fees and other charges hereunder shall terminate on the Date of Taking, but Lessee's interest in the leasehold shall
continue until the Taking is completed by deed, contract or final order of condemnation. If the Taking is a Substantial Taking under the aforementioned definition, Lessee may, by notice to Lessor within ninety (90) days after Lessee receives the Notice of Intended Taking, elect to treat the Taking as a Total Taking. If Lessee does not so notify Lessor, the Taking shall be deemed a Partial Taking. Upon a Partial Taking, this Lease shall remain in full force and effect covering the balance of the Premises not so taken, except that the Rental Fees payable hereunder by Lessee shall be reduced in the same ratio as the percentage of the area of the Premises taken bears to the total area of the Premises.

8.05 Total Taking. All of Lessee’s obligations under the Lease shall terminate as of the Date of Taking. Upon a Total Taking, all sums awarded for any Lessee-owned improvements and the leasehold estate shall be disbursed to Lessee. All sums awarded for the Premises, as unencumbered by any Lessee-owned improvements, but subject to the Lease, shall be disbursed to Lessor.

8.06 Partial Taking. Upon a Partial Taking, all awards shall be disbursed as follows:

A. To the cost of restoring the improvements on the Premises; and

B. The balance, if any, to Lessor and Lessee as follows: Lessee shall receive all sums awarded for Lessee-owned improvements and the leasehold estate. Lessor shall receive all sums awarded for the Premises, as unencumbered by the Lessee-owned improvements, but subject to the Lease.

8.07 Obligations of Lessee Under Partial Taking. Promptly after any such Partial Taking, Lessee, at its expense, shall repair, alter, modify or reconstruct the improvements on the Premises so as to make them reasonably suitable for Lessee’s continued occupancy for the uses and purposes for which the Premises are leased. Notwithstanding the foregoing to the contrary, should there be a Partial Taking at any time when there is less than five (5) years remaining on the Initial Term or any remaining Extension Options, Lessee shall be relieved of the obligation to repair, replace and rebuild the same and shall have the right to cancel this Lease by giving written notice of such election within thirty (30) days after the date of such Taking, unless Lessor agrees to extend the Term such that at least five (5) years remain on the Term after such rebuilding. If the Lease is canceled, all awards shall be disbursed in accordance with the Partial Taking provision above.

8.08 Taking of Temporary Use of Premises and Improvements. Upon any Taking of the temporary use of all or any part or parts of the Premises or improvements, or both, for a period less than the remainder of the Term, neither the Term nor the Rental Fees shall be reduced or affected in any way and Lessee shall be entitled to any award for the use or estate taken. If a result of the Taking is to necessitate expenditures for changes, repairs, alterations, modifications or reconstruction of the improvements to make them reasonably suitable for Lessee’s continued occupancy for the uses and purposes for which the Premises are leased, after the termination of such temporary taking, Lessee shall receive, hold and disburse the award in trust for such work. At the completion of the work and the discharge of the Premises and improvements from all liens or claims arising therefrom, Lessee shall be entitled to any surplus and shall be liable for any deficiency. If any such taking is for a period extending beyond the expiration date of the term, the taking shall be treated under the foregoing provisions for Total, Substantial, and partial Takings.

ARTICLE IX - ENCUMBRANCES

9.01 Encumbrance. As used herein the term "Mortgage" includes a deed of trust and the term "Mortgagee" includes the beneficiary under a deed of trust. Lessee may encumber its leasehold estate and its interest in the improvements constructed and to be constructed on the Premises by the execution
and delivery of a Mortgage. The Mortgagee of any such Mortgage may deliver to Lessor a written notice specifying:

A. the amount of the obligation secured by the Mortgage;
B. the date of the maturity or maturities thereof; and
C. the name and mailing address of the Mortgagee.

After receipt of such notice, Lessor shall serve such Mortgagee by certified mail at the latest address furnished by such Mortgagee a copy of every notice of default or demand served by Lessor upon Lessee under the terms and provisions of this Lease so long as such Mortgage is in effect.

9.02 **Mortgagee’s Rights.** Upon receipt of a notice or demand in accordance with the preceding section, Mortgagee shall have one hundred twenty (120) calendar days after receipt of such notice within which, at Mortgagee’s election, either:

A. to cure the default if it can be cured by the payment or expenditure of money;
B. to perform such other action as may be necessary to cure the default;
C. to commence performance within such one-hundred-twenty (120) calendar day period and if a non-monetary default cannot be cured within one hundred twenty (120) calendar days, thereafter diligently prosecute same to completion, in which event, the default will have been deemed to have been cured; or
D. to institute foreclosure proceedings and prosecute same diligently to conclusion.

9.03 **Rights on Foreclosure.** In the event of foreclosure by Mortgagee, the purchaser at the foreclosure sale or the person acquiring Lessee’s interest in lieu of foreclosure shall succeed to all of Lessee’s rights, interests, duties and obligations under this Lease.

9.04 **Mortgagee’s Documents.** Lessor agrees to review any request from Lender for documentation from Lessor, including but not limited to, estoppels and nondisturbance agreements (collectively “Mortgagee Documents”) and shall provide a response to such a request within ten (10) calendar days of receipt (“Document Review Period”). Further, if Lessor deems such request for documentation as reasonable and within the ability of Lessor to execute, Lessor will provide such documentation in a form acceptable to Lessor after review and approval of Lessor’s legal counsel. Notwithstanding anything to the contrary contained herein, Lessor shall not be obligated to execute any Lender documents which conflict with the terms of the Lease or are otherwise found objectionable by Lessor’s counsel.

**ARTICLE X - EXPIRATION, CANCELLATION, ASSIGNMENT AND TRANSFER**

10.01 **Expiration.** This Lease shall expire at the end of the Term or any extension thereof.

10.02 **Cancellation.** Subject to the provisions of Article IX above, this Lease shall be subject to cancellation by Lessor in the event Lessee shall commit any of the following (each an “Event of Default”):
A. Be in arrears in the payment of the whole or any part of the Rental Fees agreed upon hereunder for a period of thirty (30) days after the date of Lessee's receipt of written notice from Lessor that payment was not received when due.

B. Be in violation of any local, state, or federal rules or regulations or in default in the performance of any of the covenants, terms, and conditions required in this Lease (except payment of Rental Fees) to be kept and performed by Lessee, and such violation or default continues for a period of thirty (30) days after the date of Lessee's receipt of written notice from Lessor to cure such default, unless during such thirty-day period, Lessee shall commence and thereafter diligently perform such action as may be reasonably necessary to cure such default;

C. File in any court a voluntary petition in bankruptcy or insolvency or for the appointment of a receiver or trustee of all or a portion of Lessee's property;

D. Make any general assignment for the benefit of creditors;

E. Abandon the Premises when any Rental Fees are delinquent;

F. Be adjudged a bankrupt in involuntary bankruptcy proceedings; or

G. Be made a party to any receivership proceeding in which a receiver is appointed for the property or affairs of Lessee, where such receivership is not vacated within ninety (90) days after the appointment of such receiver.

Upon the occurrence of any of the aforesaid Events of Default, Lessor may take immediate possession of the Premises including any and all improvements thereon and remove Lessee's effects, forcibly if necessary, without being deemed guilty of trespassing.

Failure of Lessor to declare this Lease canceled upon the occurrence of any Event of Default shall not operate to bar or destroy the right of Lessor to cancel this Lease by reason of any subsequent violation of the terms of this Lease.

No receipt or acceptance of money by Lessor from Lessee after the expiration or cancellation of this Lease or after the service of any notice, after the commencement of any suit, or after final judgment for possession of the Premises, shall reinstate, continue, or extend the Term of this Lease, or affect any such notice, demand or suit or imply consent for any action for which Lessor's consent is required or operate as a waiver of any right of the Lessor to retake and resume possession of the Premises.

10.03 Repossessing and Reletting. Upon the occurrence of an Event of Default (after all applicable notices have been given to Lessee and any Mortgagee and such Event of Default remains uncured after any applicable cure period shall have expired), Lessor may, as its sole and exclusive right and remedy, at once thereafter, or at any time subsequent during the existence of such breach or default:

A. Enter into and upon the Premises or any part thereof and repossess the same, expelling therefrom Lessee and all personal property of Lessee (which property may be removed and stored at the cost of and for the account of Lessee), using such force as may be necessary, upon which event this Lease shall terminate; and

B. Either cancel this Lease by notice or without canceling this Lease, relet the Premises or any part thereof upon such terms and conditions as shall appear advisable to Lessor. If Lessor shall proceed to relet the Premises and the amounts received from reletting the Premises during any month or
part thereof be less than the Rental Fees due and owing from Lessee during such month or part thereof under the terms of this Lease, Lessee shall pay such deficiency to Lessor immediately upon calculation thereof, provided that Lessor has exercised good faith in the terms and conditions of reletting. Payment of any such deficiencies shall be made monthly within ten (10) days after receipt of notice of deficiency.

10.04 Assignment and Transfer. This Lease and/or the Option to Purchase described below may be assigned in whole or in part.

Any person or entity to which this Lease is assigned pursuant to the Bankruptcy Code, 11 U.S.C. 101 et seq., shall be deemed without further act or deed to have assumed all the obligations arising under this Lease on or after the date of such assignment. Any such assignee shall, upon demand, execute and deliver to Lessor an instrument confirming such assumption. In the case of any assignment or transfer of this Lease to an Affiliate of Lessee, Lessee shall not be released from any of its obligations or liability hereunder unless such Affiliate of Lessee shall expressly assume all of the obligations of Lessee under this Lease.

10.05 Subleasing. Lessee shall have the right to sublease all or any part of the Premises hereunder for the same purposes permitted under the terms and provisions of this Lease, including but not limited to the insurance and indemnity requirements. Any such sublease executed after the effective date of this Lease shall be subject to the same conditions, obligations and terms as set forth herein and Lessee shall be responsible for the observance by its Sublessees of the terms and covenants contained in this Lease.

10.06 Rights Upon Expiration. At the expiration of this Lease, Lessor shall be entitled to have the Premises returned to Lessor clear of all improvements above and below ground level and to have the soil compacted to Lessor's specifications, with no subterranean uses.

Within one hundred twenty (120) calendar days prior to the expiration of this Lease and prior to removing any improvements from the Premises, Lessee, at its own cost and expense, shall cause to be made, executed, and delivered to Lessor two (2) separate bonds, as follows:

A. A contract surety bond in a sum equal to the full amount for the removal of improvements and the compaction of the soil.

Said bond shall guarantee the faithful performance of necessary construction and completion of removal of the improvements and compaction in accordance with approved final plans and detailed specifications which have been approved by the Director and appropriate City departments; and shall guarantee Lessor against any losses and liability, damages, expenses, claims and judgments caused by or resulting from any failure of Lessee to perform completely the work described as herein provided.

B. A payment bond with Lessee's contractor or contractors as principal, in a sum equal to the full amount of the removal and compaction contract awarded.

Said bond shall guarantee payment of all wages for labor and services engaged and of all bills for materials, supplies, and equipment used in the performance of said removal and compaction contract.

In accordance with Article 3503.004 of the Texas Insurance Code, if a Performance bond is in an amount of excess of ten percent (10%) of the surety's capital and surplus, the Lessor will require, as a condition to accepting the bond(s), a written certification from the surety that the surety has reinsured the
portion of the risk that exceeds ten percent (10%) of the surety’s capital and surplus with one or more reinsurers who are duly authorized, accredited or trusted to do business in the State of Texas.

In lieu of the payment and performance bonds described in Paragraph A and B, above, Lessee may, at Lessee’s option, provide Lessor with an irrevocable Letter of Credit in an amount equal to the full amount of the removal and compaction contract awarded. Such Letter of Credit shall provide for partial draws, and shall have an expiration date of at least ninety (90) calendar days after the completion date provided in the removal and compaction contract. Such Letter of Credit shall be payable upon presentation accompanied by an affidavit by an authorized representative of Lessor indicating that the proceeds to be paid will be used by Lessor to either (i) pay sums due and owing pursuant to the removal contract awarded or (ii) complete removal of the improvements contemplated by the removal and compaction contract.

In addition, upon expiration of this Lease for any reason and no later than thirty (30) calendar days after the complete removal of improvements, Lessee shall provide Lessor with an engineering report on the compaction of the Premises and a Phase I Environmental Site Assessment meeting ASTM standards of the Premises (“the Lessee’s Report”) and if, in the opinion of Lessor, the engineering report on compaction indicates the soil has not been compacted in accordance with approved plans or if Lessee’s Report indicates that the Premises are in violation of applicable Environmental Laws, then Lessee shall perform work as is necessary to cause the Premises to be in compliance with approved plans and applicable Environmental Laws.

Lessee shall have one hundred and eighty (180) calendar days after expiration in which to remove such improvements and compact the soil, at its sole cost and expense; provided that any occupancy by Lessee for the purposes of removing the improvements and compacting the soil and for completing the Lessee’s Report and any required remediation of the Premises shall be subject to the rental due hereunder and provided further that Lessee shall continue to be bound by the terms and conditions of this Lease. Lessee and Lessor agree that this continued tenancy will not be continued as an extension or renewal of the lease term for other than the aforementioned one hundred eighty (180) calendar days.

If Lessee fails to remove said improvements and compact the soil, to provide the required engineering report or an environmental assessment and any required remediation of the Premises, Lessor may elect to perform the identified requirements and lessee shall promptly reimburse Lessor for all its costs upon written notice from Lessor.

Lessor may, at its option, take title to the improvements in lieu of removal by or for Lessee at no additional consideration to Lessee. Lessor acknowledges and agrees that all of the improvements on the Premises as of the effective date of this Lease are the sole property of Lessee. Lessor shall notify Lessee of its election to require removal of the improvements or take possession of the improvements at least ninety (90) calendar days prior to the beginning of the last year of this Lease; provided Lessee may request Lessor to make such election at least one hundred eighty (180) calendar days but not more than three hundred sixty (360) calendar days before the beginning of the last year of this Lease. Option Period or any extension or renewal thereof. If Lessor exercises its option to take title to the improvements, Lessee will not be required to deliver to Lessor an instrument to guarantee the removal of all improvements from the Premises. However, Lessee shall execute all documents deemed necessary by Lessor to effectuate such transfer of title to Lessor.

**ARTICLE XI - GENERAL PROVISIONS**

11.01 **Time is of the Essence.** Time is and shall be deemed of the essence in respect to the performance of each provision of this Lease.
11.02 Notices. Subject to Article IX hereof, all notices provided to be given under this Lease shall be given by certified or registered mail, return receipt requested, postage fully prepaid, addressed to the proper party at the following addresses:

Lessor: City of El Paso, Texas
       Attn: City Manager
       P.O. Box 1890
       El Paso, Texas 79950-1890

With a copy to: City of El Paso, Texas
                Attn: City Development Director
                P.O. Box 1890
                El Paso, Texas 79950-1890

With a copy to: City of El Paso, Texas
                Attn: City Attorney
                P.O. Box 1890
                El Paso, TX 79950-1890

Lessee: Hunt Metro 31, LLC
        4401 N. Mesa
        El Paso, Texas 79902-1107
        Attn: Gary Sapp

With a copy to: Ainsa Hutson, LLP
               5809 Acacia Circle
               El Paso, Texas 79912
               Attn: Mike Ainsa

Any notice so given shall be deemed properly delivered, given, served, or received on the date shown for delivery or rejection on the return receipt. Any party may change the address to which notices shall thereafter be given upon five (5) days prior written notice to all other parties in the manner set forth in this Section.

11.03 Attorney's Fees. If either party brings any action or proceedings to enforce, protect or establish any right or remedy under the terms and conditions of this Lease, the prevailing party shall be entitled to recover reasonable attorney's fees and all costs incurred, in addition to any other relief sought from the non-prevailing party.

11.04 Agreement Made in Texas. The laws of the State of Texas shall govern the validity, interpretation, performance and enforcement of this Lease. Venue shall be in the courts in El Paso County, Texas.

11.05 Nondiscrimination Covenant. Lessee, for itself and its successors in interest and assigns, as part of the consideration hereof, does hereby covenant and agree as follows:

   A. That no person on the grounds of race, creed, color, sex, age, disability or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Premises.
B. That in the construction of any improvements on, over, or under the Premises and the furnishing of services thereon, no person on the grounds of race, creed, color, sex, age, disability or national origin shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination.

C. That Lessee shall use the Premises in compliance with all requirements imposed by or pursuant to Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d) and implementing regulations at Title 24 C.F.R. Part 1; Age Discrimination Act of 1975 (42 U.S.C. Sections 6101-07) and implementing regulations at Title 24 C.F.R. Part 146; Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794) and implementing regulations at Title 24 C.F.R. Part 8; and Title 1 of the Americans with Disabilities Act of 1990 (ADA) and implementing regulations at Title 28 CFR Part 35.

D. That, in the event of breach of any of the above nondiscrimination covenants, and failure by Lessee to cure such breach within the time period specified in this Lease, Lessor shall have the right to terminate this Lease and re-enter and repossess the Premises and the improvements thereon, and hold the same as if said Lease had never been made or issued.

11.06 Cumulative Rights and Remedies. All rights and remedies of Lessor herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law. Likewise, the exercise by Lessor of any remedy provided for herein or allowed by law shall not be to the exclusion of any other remedy.

11.07 Interpretation. Lessor and Lessee agree that this Lease has been freely negotiated by both parties and that in the event of any controversy, dispute, or contest over the meaning, interpretation, validity, or enforceability of this Lease or any of its terms, there shall be no inference, presumption, or conclusion drawn whatsoever against the other party by virtue of that party having drafted this Lease or any portion thereof. Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular shall be held to include the plural and vice versa unless the context otherwise requires.

11.08 Entire Agreement; Conflicts. This Lease, the 380 Agreement, and the Development Agreement contain all of the agreements and conditions made between the parties hereto concerning the subject matter hereof, and may not be modified orally or in any manner other than by agreement in writing signed by the parties hereto or their respective successors in interest. Notwithstanding anything to the contrary, except as provided in Section 2.05, in the event of any conflict or inconsistency between the terms of the Development Agreement and this Lease, the terms of the Development Agreement shall prevail and control the agreement of the parties.

11.09 Paragraph Headings. The Table of Contents of this Lease and the captions of the various articles and sections of this Lease are for convenience and ease of reference only, and do not define, limit, augment or describe the scope, context or intent of this Lease or any part or parts of this Lease.

11.10 Severability. If any provision of this Lease is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Lease will not be affected, and in lieu of each provision which is found to be illegal, invalid, or unenforceable, there will be added as part of this Lease a provision as similar to such illegal, invalid, or unenforceable provision as may be possible and which is legal, valid, and enforceable.

11.11 Successors and Assigns. All of the terms, provisions, covenants and conditions of this Lease shall inure to the benefit of and be binding upon Lessor and Lessee and their successors and permitted assigns.
11.12 Waiver of Warranty of Suitability. Lessor disclaims any warranty of suitability that may arise by operation of law. Lessee leases the Premises as is and Lessor does not warrant that there are no latent defects that are vital to Lessee's use of the Premises for their intended commercial purpose.

11.13 Taxes and Other Charges. Except as provided in the 380 Agreement and the Development Agreement, Lessee shall pay all taxes and governmental charges of any kind whatsoever that may be assessed against the Lessee or the Lessor, with respect to the Premises, any improvements, equipment, personal property or inventory thereon or Lessee's use and/or occupancy of the Premises, or any improvements thereon, during the term of this Lease including any extensions or option period granted thereto. By March 1 of each year during the term of this Lease and at no cost to Lessor, Lessee shall provide written proof satisfactory to the Director that all taxes and governmental charges of any kind as described herein have been paid in full.

Lessee in good faith may contest any tax or governmental charge; provided that Lessee may not permit such tax or governmental charge to remain unpaid during the period of such contest and any appeal therefrom unless, in the opinion of counsel satisfactory to Lessor, such action will not adversely affect any right or interest of Lessor.

11.14 Restrictions and Reservations. This Lease is subject to all rights-of-way, easements, dedications, restriction, reservations, and other encumbrances of record and running with the land. Lessor further reserves the right to grant any future rights-of-way, easements, dedications, restrictions, reservations, or encumbrances and Lessee consents to and will diligently execute all documentation necessary to complete any future rights-of-way, easements, dedications, restrictions, reservations, or encumbrances, so long as such grants do not adversely affect Lessee's use of the Premises.

Lessor reserves for itself and any authorized agent to, at any reasonable time and without notice, enter upon and inspect the Premises for all legal purposes, including without limitation the purpose of ascertaining whether the maintenance of the Premises, and the maintenance, construction, or alteration of structures thereon are in compliance with all Environmental Laws and for the purpose of showing the Premises; Lessee shall not be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

11.15 Survival of Certain Provisions. All provisions of this Lease which expressly or impliedly contemplate or require performance after the cessation, expiration, cancellation, or termination of this Lease shall survive such cessation, expiration or termination of this Lease, including without limitation, the indemnification provisions of Section 3.03, Compliance with Law, and Section 6.05, Indemnification.

11.16 Authorization To Enter Lease. If Lessee signs this Lease as a corporation, each of the persons executing this Lease on behalf of Lessee warrants to Lessor that Lessee is a duly authorized and existing corporation, that Lessee is qualified to do business in the State of Texas, that Lessee has full right and authority to enter into this Lease, and that each and every person signing on behalf of Lessee is authorized to do so. Upon Lessor's request, Lessee will provide evidence satisfactory to Lessor confirming these warranties.

11.17 Lessee's Option to Purchase Premises. Lessor hereby grants to Lessee, Affiliate, or assignee an option ("Purchase Option"), exercisable in Lessee's sole and absolute discretion, to purchase Lessor's Estate on the following terms and conditions:

A. Exercise Period. The Purchase Option may be exercised during the term of this Lease.
B. Exercise. Lessee shall exercise its Purchase Option by giving written notice thereof ("Purchase Option Notice") to Lessor. The "Option Purchase Price" (herein so called) for Lessor’s Estate shall be the sum of Two Hundred Eighty-Seven Thousand Seven Hundred Sixty and 00/100 Dollars ($287,760.00) as set forth on Exhibit C appended hereto.

C. Conditions Precedent. It shall be a condition precedent to Lessee’s right to exercise the Purchase Option that (i) on the date of this Lease the Premises are located in the Zone; (ii) the Premises conform, or shall conform, with the implementation of a project plan adopted by Lessor for the Zone; (iii) this Lease shall, at the time of delivery of Lessee’s Purchase Option Notice, be in full force and effect; and (iv) there shall not then exist any Event of Default as of the date of delivery of Lessee’s Purchase Option Notice.

D. Closing of Option. The closing ("Purchase Closing") of the sale and purchase of Lessor’s Estate shall occur within thirty (30) days following the exercise by Lessee of the Purchase Option. Upon the Purchase Closing, (a) the Option Purchase Price for Lessor’s Estate shall be paid to the Lessor or its successor in immediately available funds, (b) Lessor’s Estate shall be conveyed to Lessee by warranty deed or other instrument acceptable to the parties, all in form reasonably acceptable to both Lessor and Lessee; (c) the conveyance of the Lessor’s Estate shall be subject only to Permitted Mortgages, and any other reservations from conveyance and/or exceptions to conveyance and warranty as may be reasonably approved by Lessee; (d) Lessor’s Estate shall be conveyed AS IS, WHERE IS, without representation or warranty of any kind, and (e) Lessee shall pay the transfer taxes, title premiums and other closing costs associated with the Purchase Closing.

E. Memorandum of Lease. Concurrently with the execution of this Lease the parties shall execute and deliver a memorandum of this lease, including the reference to the Purchase Option, in substantially the form appended hereto as Exhibit D which memorandum may be filed in the Real Property Records of El Paso County, Texas.

11.18 No Merger; Subleases; Affiliate Subleases. The voluntary or other surrender of this Lease by Lessee, or a mutual cancellation thereof, shall not work a merger and shall, at the option of Lessor (but subject to the rights of any Sublessee or Mortgagee), operate as an assignment to Lessor of any or all Subleases.

11.19 Permitted Mortgages. Lessor agrees that neither the surrender, cancellation, expiration or termination of this Lease, nor Lessor’s acquisition of Lessee’s Estate by any means contemplated hereunder, shall, either by the election of Lessor or by operation of law, work a merger of Lessor’s Estate and Lessee’s Estate unless and until all indebtedness under any Permitted Mortgage has been repaid pursuant to the terms thereof. The lien of such Permitted Mortgage shall remain unaffected and in full force and effect upon and following the occurrence of any of the events described in the preceding sentence in accordance with the terms of this Lease.

11.20 Effective Date. Regardless of the date signed, this Lease shall be effective as of December ___, 2014 ("Effective Date").

11.21 Capitalized terms used in this Lease and not otherwise defined shall have the following meanings:

"Affiliate" means with respect to any entity, any other person or entity that directly or indirectly controls, is under common control with, or is controlled by such specified person or entity. For purposes of this definition, the term “control” means the possession, directly or indirectly, of the
power to direct or cause the direction of management, policies, or activities of an entity, whether through ownership or voting securities, by contract or otherwise.

"Affiliate Sublease" has the meaning set forth in Section 9.03 of this Lease.

"Award" has the meaning set forth in Section 8.01G of this Lease.

"Date of Taking" has the meaning set forth in Section 8.01H of this Lease.

"Disabilities Laws" has the meaning set forth in Section 3.03 of this Lease.

"Effective Date" has the meaning set forth in Section 11.20 of this Lease.

"Environmental Laws" has the meaning set forth in Section 3.03A of this Lease.

"Event of Default" has the meaning set forth in Section 10.02 of this Lease.

"Final Plans" means the Approved Plans and Specifications as defined in the Development Agreement.

"Force Majeure" has the meaning set forth in the Development Agreement.

"Full Insurable Value" has the meaning set forth in Section 6.01 of this Lease.

"Government" has the meaning set forth in Section 3.03B(3) of this Lease.

"Hazardous Materials" has the meaning set forth in Section 3.03A(2) of this Lease.

"Improvements" has the meaning set forth in Section 8.01E of this Lease.

"Initial Term" has the meaning set forth in Section 4.01 of this Lease.

"Lessor" has the meaning set forth in the first paragraph of this Lease.

"Lessor's Estate" means all of Lessor's right, title, and interest in the fee estate of the Premises, its reversionary interest in the Improvements pursuant hereto, and all other rent and benefits due Lessor hereunder.

"Lease" has the meaning set forth in the first paragraph of this Lease.

"Lease Expiration Date" means the earlier to occur of the following dates: (a) that date which is fifty (50) years following the Commencement Date (subject to extension as provided in Section 4.02 hereof, or (b) that date upon which this Lease is sooner terminated pursuant to the provisions of this Lease or the mutual agreement of the parties hereto.

"Mortgagee" means any one or more holders of the beneficial interest and secured position under any Permitted Mortgage.

"Notice of Intended Taking" has the meaning set forth in Section 8.01F of this Lease.
"Option Purchase Price" has the meaning set forth in Section 11.17B of this Lease.

"Partial Taking" has the meaning set forth in Section 8.01D of this Lease.

"Permitted Mortgage" means collectively (a) any deed(s) of trust and other collateral security instruments (including, without limitation, financing statements, security agreements and other documentation required pursuant to the Texas Uniform Commercial Code, and any absolute or conditional assignments of rents and subleases) serving as security for one or more construction loans and/or permanent loans (otherwise permitted to be incurred hereunder) which encumber Lessee’s Estate or any portion thereof, together with any modification, substitution, amendment, extension, increase, refinancing, replacement or recasting (otherwise permitted to be incurred hereunder) thereof and (b) any instruments required in connection with an assignment-sublease back transaction involving Lessee’s Estate; provided, however, in no event shall any such Permitted Mortgage encumber Lessor’s Estate and in no event shall the term “Permitted Mortgage” include a deed of trust or other collateral security instrument in favor of a Sublease Lender or otherwise covering Subleased Premises.

"Person" whether or not capitalized, means an individual, a partnership, a corporation, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, a governmental entity (or any department, agency or political subdivision thereof) or other entity.

"Premises" has the meaning set forth in Section 1.01 of this Lease.

"Project" has the meaning set forth in Section 1.03 of this Lease.

"Purchase Closing" has the meaning set forth in Section 11.17D of this Lease.

"Purchase Option Notice" has the meaning set forth in Section 11.17B of this Lease.

"Purchase Option" has the meaning set forth in Section 11.17 of this Lease.

"Release" has the meaning set forth in Section 3.03A(3) of this Lease.

"Rental Fee" has the meaning set forth in Section 5.01 of this Lease.

"Sublease" means any present or future ground sublease, space sublease, use or occupancy agreement, entered into in accordance with Section 10.05 hereof, and any modification, extension or termination of any of the foregoing entered into in accordance with Section 10.05 hereof. Subleases shall also include any ground lease, space lease, use or occupancy agreement between Lessee, as lessor thereunder, and a lessee, the demised premises under which are situated within the Premises.

"Sublessee" means any person or entity entitled to the use of all or any portion of the Premises under any Sublease. Sublessees shall also include each lessee under any ground lease, space lease, use or occupancy agreement between Lessee, as lessor thereunder, and such lessee, the demised premises under which are situated within the Premises.

"Substantial Completion" has the means the later of (i) the Architect’s issuance of a Certificate of Substantial Completion for the applicable improvement or (ii) Lessor’s issuance of a Certificate of Occupancy for such improvement.

"Substantial Taking" has the meaning set forth in Section 8.01C of this Lease.
“Survey” has the meaning set forth in Section 2.02 of this Lease.

“Taking” has the meaning set forth in Section 8.01A of this Lease.

“Lessee” has the meaning set forth in the first paragraph of this Lease.

“Lessee Affiliates” has the meaning set forth in Section 9.03 of this Lease.

“Lessee’s Estate” means all of Lessee’s right, title and interest in its leasehold estate in the Premises, its fee estate in the improvements, and its interest under this Lease.

“Term” has the meaning set forth in Section 4.01 of this Lease.

“Third Option Period” has the meaning set forth in Section 4.02 of this Lease.

“Title Commitment” has the meaning set forth in Section 2.02 of this Lease.

“Title Company” has the meaning set forth in Section 2.02 of this Lease.

“Total Taking” has the meaning set forth in Section 8.01B of this Lease.

“Zone” has the meaning set forth in the Recitals.
IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement on the date first written above.

LESSOR: CITY OF EL PASO

Tomás González
City Manager

APPROVED AS TO FORM:

Karla M. Nathan
Assistant City Attorney

APPROVED AS TO CONTENT:

Mathew McElroy, Director
City Development

ATTEST:

By: Hunt Elc, Ltd., Its General Partner
Printed Name: G. Scott Hopper
Title: Executive Vice President

(ACKNOWLEDGMENTS ON FOLLOWING PAGE)
ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF EL PASO

This instrument was acknowledged before me on this 5th day of Jan., 2015, by Larry B. Hopp in his/her capacity as Executive Vice President of Hunt Metro 31, LLC., a Delaware limited liability company, Lessee, on behalf of said company.

Notary Public, State of Texas

My Commission Expires:

04/25/2018

ACKNOWLEDGMENT

THE STATE OF

COUNTY OF

This instrument was acknowledged before me on this 3rd day of December, 2014, by Tomás González as City Manager of the City of El Paso, Texas, on behalf of the City of El Paso, Texas (Lessor).

Notary Public, State of Texas

My Commission Expires:

02-24-2017
EXHIBIT A

Legal Description of Premises
Property description: 30.802 acres, being a portion of Lot 1A and all of Lot 7, Block 6, Northgate Replat "C" and all of Lot 4, Block 6, Northgate, El Paso, El Paso County, Texas

METES AND BOUNDS DESCRIPTION

The parcel of land herein described is 30.802 acres, being a portion of Lot 1A and all of Lot 7, Block 6, Northgate Replat "C" (Book 62, Page 45, Plat Records, El Paso County, Texas) and all of Lot 4, Block 6, Northgate (Book 10, Pages 30 and 31, Plat Records, El Paso County, Texas), El Paso, El Paso County, Texas, and is more particularly described by metes and bounds as follows:

COMMENCING at the intersection of the common boundary between Lots 1A and 6, Block 6, Northgate Replat "C" and Lot 3, Block 6, Northgate, said point also being the POINT OF BEGINNING of this description;

THENCE, South 89° 02' 30" West, along the northerly boundary of Lot 3, Block 6, Northgate, a distance of 844.92 feet to the common boundary between Lots 3 and 4, Block 6, Northgate;

THENCE, 180.90 feet continuing said northerly boundary and along the arc of a curve to the right, having a radius of 115.43 feet, a central angle of 89° 47' 30", and a chord which bears North 46° 03' 45" West, a distance of 62.95 feet to the easterly boundary of Lot 3, Block 6;

THENCE, North 1° 10' 00" West, along said boundary, a distance of 844.67 feet to the easterly right-of-way of Oyar Street (100-foot right-of-way, February 5, 1956, Book 608, Page 474, Deed Records, El Paso County, Texas);

THENCE, North 29° 25' 00" East, along said right-of-way, a distance of 2.15 feet to the southerly boundary of that certain parcel of land described July 28, 2009, in Book 4645, Page 1491, Deed Records, El Paso County, Texas;

THENCE, South 60° 35' 00" East, along said boundary, a distance of 244.61 feet;

THENCE, North 89° 39' 53" East, continuing along said boundary, a distance of 48.36 feet to the easterly boundary of said parcel;

THENCE, North 29° 08' 39" East, along said boundary, a distance of 101.50 feet to the southerly boundary of that certain parcel of land described August 23, 2002, in Book 4323, Page 748, Deed Records, El Paso County, Texas;

THENCE, along said boundary, the following courses:

South 60° 35' 00" East, a distance of 40.75 feet;
North 29° 25' 00" East, a distance of 161.84 feet;
South 60° 35' 00" East, a distance of 37.81 feet;
North 29° 25' 00" East, a distance of 62.38 feet to the southerly right-of-way of Wren Avenue (80-foot right-of-way, Northgate);

THENCE, along said right-of-way, the following courses:

147.78 feet along the arc of a curve to the left, having a radius of 461.09 feet, a central angle of 18° 21' 49", and a chord which bears South 81° 56' 35" East, a distance of 147.15 feet;
North 88° 52' 30" East, a distance of 466.69 feet;
262.19 feet along the arc of a curve to the right, having a radius of 448.98 feet, a central angle of 33° 27' 30", and a chord which bears South 74° 23' 45" East, a distance of 258.48 feet;
South 57° 40' 00" East, a distance of 40.66 feet;
65.78 feet along the arc of a curve to the left, having a radius of 522.72 feet, a central angle of 7° 12' 37", and a chord which bears South 61° 16' 18" East, a distance of 65.74 feet to the westerly boundary of Lot 6, Block 6, Northgate Replat "C";

THENCE, South 1° 10' 00" East, along said boundary, a distance of 720.11 feet to the northerly boundary of Lot 6;

THENCE, South 89° 02' 30" West, along said boundary, a distance of 467.50 feet;
THENCE, 23.56 feet continuing along said boundary and along the arc of a curve to the left, having a radius of 15.00 feet, a central angle of 90° 00’ 00”, and a chord which bears South 44° 02’ 30” West, a distance of 21.21 feet to the westerly boundary of Lot 6;

THENCE, South 0° 57’ 30” East, along said boundary, a distance of 193.02 feet to the POINT OF BEGINNING of this description.

Said parcel of land contains 30.302 acres (1,341,722 square feet) of land more or less.

NOTE: THIS DESCRIPTION IS BASED ON RECORD INFORMATION AND IS NOT INTENDED TO REPRESENT AN ON-THE-GROUND SURVEY. A PLAT OF EVEN DATE HEREWITH ACCOMPANIES THIS DESCRIPTION.

ROBERT SEIPEL ASSOCIATES, INC.
Professional Land Surveyors
Texas Reg. Surveying Firm 10060500

Robert R. Seipel, R.P.L.S.
President
Texas License No. 4178

Job Number 14-0048A
November 17, 2014
NOTE:
1. NORTHGATE REPLAT "C" IS RECORDED IN BOOK 62, PAGE 43, PLAT RECORDS, EL PASO COUNTY, TEXAS.
2. THIS PLAT IS BASED ON RECORD INFORMATION AND IS NOT INTENDED TO REPRESENT AN ON-THE-GROUND SURVEY. A NARRATIVE METES AND BOUNDS DESCRIPTION OF EVEN DATE HEREBEH ACCOMPANIES THIS PLAT.
3. THE WREN AVENUE RIGHT-OF-WAY IS FROM THE PLAT OF NORTHGATE IN BOOK 10, PAGES 30 AND 31, PLAT RECORDS, EL PASO COUNTY, TEXAS.
4. THE DYER STREET RIGHT-OF-WAY WAS DESCRIBED FEBRUARY 5, 1936, IN BOOK 609, PAGE 474, DEED RECORDS, EL PASO COUNTY, TEXAS.
5. BASIS-OF-BEARINGS IS THE MONUMENTED CENTERLINE OF MARIE TOWN DRIVE AS SHOWN ON THE PLAT OF TOWN PARK ADDITION IN BOOK 17, PAGE 15, PLAT RECORDS, EL PASO COUNTY, TEXAS.
6. NEITHER EXISTING IMPROVEMENTS NOR EXISTING EASEMENTS WERE ADDRESSED AS PART OF THIS PLAT.

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<td>T10</td>
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<th>ARC</th>
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<td>21.21'</td>
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SCALE: 1" = 300'

ROBERT SEIPEL ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
1845 NORTHWESTERN BLVD. SUITE C EL PASO, TX 79912 915-877-1928

30.002 ACRES, BEING A PORTION OF LOT 1A AND ALL OF LOT 7, BLOCK 6, NORTHGATE REPLAT "C" AND ALL OF LOT 4, BLOCK 5, NORTHGATE, EL PASO, EL PASO COUNTY, TEXAS.

DATE: 11-17-14
SCALE: 1" = 300'
DRAWN BY: RRS
DRAWN BY: RRS
FILE #: 11-0048A

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EXHIBIT B

Annual Base Rental for Component Parcels
## Base Rental for Component Parcels

*Exhibit B*

All Rents are compounded and accrued, paid at component monetization. Projected hold times may vary.

### City of El Paso

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<th>Block/Space/Park</th>
<th>Square Feet</th>
<th>Acres</th>
<th>Value</th>
<th>per foot</th>
<th>Escalator</th>
<th>Hold (in years)</th>
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### Sun Metro

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<tr>
<td>(Less Hunt share of Garage)</td>
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<td>(1.250)</td>
<td>(281,523)</td>
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<td>724,105</td>
<td>5.171</td>
<td>5%</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Block 2 Transit Station</td>
<td>88,037.46</td>
<td>2.021</td>
<td>455,246</td>
<td>5.171</td>
<td>5%</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Block 2 Building Area</td>
<td>8,147.67</td>
<td>0.187</td>
<td>42,132</td>
<td>5.171</td>
<td>5%</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Sun Metro Land Allocation</td>
<td>268,155.36</td>
<td>6.156</td>
<td>1,386,643</td>
<td>5.171</td>
<td>5%</td>
<td>0</td>
<td></td>
</tr>
</tbody>
</table>

### Affordable Housing

<table>
<thead>
<tr>
<th>Block</th>
<th>Square Feet</th>
<th>Acres</th>
<th>Value</th>
<th>per foot</th>
<th>Escalator</th>
<th>Hold (in years)</th>
<th>Payment at Monetization</th>
</tr>
</thead>
<tbody>
<tr>
<td>Block 5</td>
<td>55,648.41</td>
<td>1.278</td>
<td>287,760</td>
<td>5.171</td>
<td>5%</td>
<td>2</td>
<td>317,256</td>
</tr>
<tr>
<td>Affordable Housing Land Allocation</td>
<td>55,648.41</td>
<td>1.278</td>
<td>287,760</td>
<td>5.171</td>
<td>5%</td>
<td>2</td>
<td>317,256</td>
</tr>
</tbody>
</table>

### Hunt Project Land

<table>
<thead>
<tr>
<th>Block</th>
<th>Square Feet</th>
<th>Acres</th>
<th>Value</th>
<th>per foot</th>
<th>Escalator</th>
<th>Hold (in years)</th>
<th>Payment at Monetization</th>
</tr>
</thead>
<tbody>
<tr>
<td>Block 1</td>
<td>98,662.64</td>
<td>2.265</td>
<td>510,189</td>
<td>5.171</td>
<td>5%</td>
<td>10</td>
<td>831,044</td>
</tr>
<tr>
<td>Block 2</td>
<td>126,694.59</td>
<td>2.909</td>
<td>655,143</td>
<td>5.171</td>
<td>5%</td>
<td>10</td>
<td>1,067,159</td>
</tr>
<tr>
<td>Block 4</td>
<td>172,656.72</td>
<td>3.964</td>
<td>892,816</td>
<td>5.171</td>
<td>5%</td>
<td>10</td>
<td>1,454,302</td>
</tr>
<tr>
<td>Block 5</td>
<td>161,033.25</td>
<td>3.697</td>
<td>832,710</td>
<td>5.171</td>
<td>5%</td>
<td>10</td>
<td>1,356,397</td>
</tr>
<tr>
<td>Block 6</td>
<td>191,473.09</td>
<td>4.396</td>
<td>990,116</td>
<td>5.171</td>
<td>5%</td>
<td>10</td>
<td>1,612,794</td>
</tr>
<tr>
<td>Block 7</td>
<td>12,288.72</td>
<td>0.282</td>
<td>63,546</td>
<td>5.171</td>
<td>5%</td>
<td>10</td>
<td>103,509</td>
</tr>
<tr>
<td>Total Hunt Project Land</td>
<td>762,809.01</td>
<td>17.512</td>
<td>3,944,519</td>
<td>5.171</td>
<td>5%</td>
<td>10</td>
<td>6,425,206</td>
</tr>
</tbody>
</table>
EXHIBIT C

Allocated Land Values

Values shown without projected 5% carry.

<table>
<thead>
<tr>
<th>Total Land</th>
<th>Acres</th>
<th>Value</th>
<th>per foot</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>31.076</td>
<td>7,000,000</td>
<td>5.171</td>
</tr>
</tbody>
</table>

City: Parks, Open Space and Rights of Ways

<table>
<thead>
<tr>
<th>Block 2 Open Space/Park</th>
<th>Square Feet</th>
<th>Acres</th>
<th>Value</th>
<th>per foot</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>23,057.33</td>
<td>0.529</td>
<td>119,230</td>
<td>5.171</td>
</tr>
<tr>
<td>Block 3 Park/Concert Stage</td>
<td>23,937.63</td>
<td>0.650</td>
<td>123,783</td>
<td>5.171</td>
</tr>
<tr>
<td>Block 6 Park</td>
<td>21,025.00</td>
<td>0.483</td>
<td>108,721</td>
<td>5.171</td>
</tr>
<tr>
<td>Block 7 Open Space/Park</td>
<td>17,416.76</td>
<td>0.400</td>
<td>90,063</td>
<td>5.171</td>
</tr>
<tr>
<td>Portion of Street Rights of Way</td>
<td>181,642.22</td>
<td>4.170</td>
<td>939,280</td>
<td>5.171</td>
</tr>
</tbody>
</table>

City Land Allocation: 267,078.94 Acres, 6.131 per foot, 1,381,877

Sun Metro: Transit station & share of buildings and garage

| Block 2 Parking Garage       | 86,381.70  | 1.983  | 446,684  | 5.171    |
| (Less Hunt share of Garage)  | 54,442.25  | 1.250  | 281,523  | 5.171    |
| Portion of Street Rights of Way | 140,030.78 | 3.215  | 724,105  | 5.171    |
| Block 2 Transit Station      | 88,037.46  | 2.021  | 455,246  | 5.171    |
| Block 2 Building Area        | 8,147.67   | 0.187  | 42,132   | 5.171    |

Sun Metro Land Allocation: 268,155.36 Acres, 6.156 per foot, 1,386,643

Affordable Housing

| Block 5                       | 55,648.41  | 1.278  | 287,760  | 5.171    |

Affordable Housing Land Allocation: 55,648.41 Acres, 1.278 per foot, 287,760

Remaining Land (HUNT)

| 762,809.01                   | 17.512     | 3,944,519| 5.171    |

Total Land Allocation: 1,353,691.72 Acres, 31.076 per foot, 7,000,000

Hunt Project Land

| Block 1                       | 98,862.64  | 2.265  | 510,189  | 5.171    |
| Block 2                       | 126,694.59 | 2.909  | 655,143  | 5.171    |
| Block 4                       | 172,656.72 | 3.964  | 892,816  | 5.171    |
| Block 5                       | 161,033.25 | 3.697  | 832,710  | 5.171    |
| Block 6                       | 191,473.09 | 4.396  | 990,116  | 5.171    |
| Block 7                       | 12,288.72  | 0.282  | 63,546   | 5.171    |

Total Hunt Project Land: 762,809.01 Acres, 17.512 per foot, 3,944,519

13-1007-781 / 351042 / MKB
EXHIBIT D

Form of Memorandum of Lease

AFTER RECORDING RETURN TO:

Hunt Metro 31, LLC
4401 N. Mesa
El Paso, Texas 79902-1107

MEMORANDUM OF LEASE
(AFFORDABLE RESIDENTIAL HOUSING LEASE)

Date:

Lessor:
City of El Paso, Texas,
a Texas home-rule municipal corporation

Lessor’s Mailing Address:
P. O. Box 1890
El Paso, El Paso County, Texas 79950-1890

Lessee:
Hunt Metro 31, LLC,
A Delaware limited liability company

Lessee’s Mailing Address:
4401 N. Mesa Street
El Paso, El Paso County, Texas 79902-1107

Date of Lease:

Premises:

 acres, El Paso, El Paso County, Texas, as more particularly described in Exhibit A appended hereto and made a part hereof.

Term:
Beginning on , 20 (the “Effective Date”), and terminating fifty (50) years after the Effective Date (as it may be extended, the “Term”), subject to an option to extend the Term for an additional term of thirty (30) years.

Purchase Option:
Lessor grants Lessee the option to purchase the Premises during the Term of the Lease.

Additional Provisions:
This Memorandum of Lease shall not be construed to change, vary, modify, or interpret the Lease or any of the terms, provisions, covenants, or conditions thereof, and any inconsistency between the Lease and this Memorandum of Lease shall be resolved in favor of the Lease. The Lease is incorporated by reference and is binding on Lessor and Lessee.
IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement on the date first written above.

LESSOR: CITY OF EL PASO

[Signature]
Tomás González
City Manager

APPROVED AS TO FORM:

[Signature]
Karla M. Kehman
Assistant City Attorney

APPROVED AS TO CONTENT:

[Signature]
Mathew McElroy, Director
City Development

ATTEST:

[Signature]

Printed Name: [Blank]
Title: [Blank]

LESSEE: HUNT METRO 31, LLC

By: [Signature]
Printed Name: [Blank]
Title: Executive Vice President

[Signature]

Page 2
ACKNOWLEDGMENT

THE STATE OF TEXAS
COUNTY OF EL PASO

This instrument was acknowledged before me, on this 5th day of Jan., 2015, by Doug B. Capp in his/her capacity as Vice President of Hunt Metro 51, LLC, a Delaware limited liability company, Lessee, on behalf of said company.

Notary Public, State of Texas

My Commission Expires:

04/25/2018

ACKNOWLEDGMENT

THE STATE OF
COUNTY OF

This instrument was acknowledged before me on this 3rd day of December, 2014, by Tomás González as City Manager of the City of El Paso, Texas, on behalf of the City of El Paso, Texas (Lessor).

Notary Public, State of

My Commission Expires:

2-24-2017
Receipt of Deposit

File Number: 180035-COM
Receipt Number: 13737
Type Of Funds: Check
Reference Number: 56656
Bank: WestStar Bank

Date: 1/8/2018
Payor: Investment Builders, Inc
Property: NORTHGATE REPLAT C, Lot 7, Block 6, El Paso County, TX
Amount: $2,500.00
Description: Earnest Money

Received By: Patricia Salazar

Receipt's Signature: [Signature]

Company: WestStar Title, LLC
641 N. Stanton
El Paso, TX 79901
REVISED OVERALL CONCEPT PLAN
HUNT ~ METRO 31 LLC
LOT 1  1.000 AC
LOT 2  1.021 AC
LOT 3  4.026 AC
LOT 4  2.693 AC
LOT 4A  2.441 AC
LOT 5  6.613 AC
TOTAL  =  18.317 ACRES
LOT LA  0.205 AC
LOT 3A  0.483 AC
PARKS  =  2.671 ACRES
HUNT R.O.W. CONT = 3.494 ACRES
HUNT TOTAL = 24.403 ACRES
CORP ~ SUN METRO
SM LOT 1  1.414 AC
R.O.W. CONT  3.093 AC
SM PARKS  1.912 AC
SUN METRO TOTAL  =  6.319 ACRES
GRAND TOTAL = 30.802 ACRES
CHECKS PER RSA SURVEY

HUNT
COMMUNITIES
1 ABSTRACT

This study is intended to assist the owner/developer in meeting the 2018 HTC requirements for an engineering Analysis of the proposed development. The study will assess the existing conditions of the site.

2 LIMITATIONS

This report has been prepared for the exclusive use of Investment Builders, Inc., and its consultants for evaluation purposes and does not contain information for other parties or other uses. Mr. Ike Monty authorized this study on January 20, 2018 during our regular weekly meetings.

The results submitted in this report are based on data obtained from the following sources:

1. SLI Engineering, Inc.
2. The EL Paso County
3. Texas Department of Transportation
4. Investment Builders, Inc.
5. Field data collected during the study

If the project information described in this report is incorrect or altered, or if new information is available, we should be retained to review and modify the results of this study.

3 INTRODUCTION

Investment Builders Inc. is preparing an application for a Tax Credit Development consisting of 106,340.41 square feet, located along Wren Avenue on the north east side of El Paso Texas. The proposed development will include 95 units with a combination of 1, and 2 bedrooms, and amenities. There are 52 (1-bedroom) units, 43 (2-bedroom) units, to include 3 (1-bedroom accessible units), 3 (2-bedroom accessible unit), 2 (1-bedroom VHI unit), 1 (2-bedroom VHI unit). In addition to the units, the developer is building several amenities consisting of 7,781 square feet to include community room, swimming pool, office, fitness area, maintenance and a lounge area. The development requires 95 parking spaces and the developer is providing 96 onsite parking spaces. The site does not appear to have any onerous development requirements. It is fronting an arterial street, with utilities nearby, the soil condition is acceptable, and access is available and no problematic visible issues. The site identification number is N57999900609000
Mrs Espinoza,

Confirming the following for Metro 31:

1. All apartment units have the same floor plan layout in compliance with accessible codes (ADA), blocking will be provided for future grab bar installation at non accessible units, all kitchen and bathroom cabinets will be identical.
2. This project is under the Smart Code for which the City of El Paso allows for 1 parking space per apartment unit as standard.

Please contact me if you need additional information.

Sincerely

Frédéric Dalbin AIA LEED AP CNU-A
2112 Murchison Drive | El Paso, Texas 79930
t 915.533.3777 | m 915.637-3778
www.wrightdalbin.com

Please consider the environment before printing this email.

"We shall require a substantially new manner of thinking if mankind is to survive."
Albert Einstein
### Parking Data - Smart Code Development

<table>
<thead>
<tr>
<th>UNIT TYPE</th>
<th>UNIT AMOUNT</th>
<th>REQUIRED</th>
<th>PROVIDER</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Bedroom</td>
<td>30</td>
<td>95</td>
<td>95</td>
<td>95</td>
</tr>
<tr>
<td>2 Bedroom</td>
<td>1</td>
<td>3</td>
<td>3</td>
<td>3</td>
</tr>
<tr>
<td>TOTAL</td>
<td>31</td>
<td>98</td>
<td>98</td>
<td>98</td>
</tr>
</tbody>
</table>

### Land Data

- **Area:** 106,340.41 sq ft = 2.44 acres

### Calculations

- Allowed = 1.0/dwelling

### General

- **Smart Code Calculations for T50 Residential**

---

**Key Plan**

- **Gallivan Place**
- **Wren Avenue**

---

**NOT FOR PERMITTING OR CONSTRUCTION**

---

**C O N S U L T A N T S**

---

**O W N E R**
June 13, 2018

Ms. Sharon Gamble  
9% Competitive Housing Tax Credit Program Administrator  
Texas Department of Housing and Community Affairs  
P O Box 13941  
Austin, TX 78711

Re: Application #18127 Metro 31 Senior Community

Dear Ms. Gamble:

This letter certifies that: (1) natural gas will be used in all the applications that indicate its use in the Utility Allowances exhibit; and (2) the Applicant will implement all recommendations of the ESA.

Yours truly,

Investment Builders, Inc.

By: ____________________________

Ike J. Mokry
March 23, 2018

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

Re: Phase I Environmental Site Assessment
CECI Project No. 18P1112
Metro 31 Senior Community
Wren Ave. & Gallivant Place
El Paso, Texas 79924 (the “Report”)

To whom it may concern:

Construction & Environmental Consultants, Inc. (“CECI”) prepared the above referenced Report at the request of Investment Builders, Inc. We hereby agree that the Texas Department of Housing and Community Affairs (“TDHCA”) may rely upon the Report to the same extent as if the Report was originally issued to them, subject only to the limitations, if any, set forth in the Report.

Furthermore, be informed that we have read and understood the Environmental Site Assessment Rules and Guidelines found in §10.305 of the 2018 Uniform Multifamily Rules. CECI will not materially benefit from the Development in any other way than receiving a fee for the Report. Also, our fee is in no way contingent upon the outcome of the assessment.

If you have any questions or if we may be of further service to you, please contact us.

Sincerely,

Alec Felhaber
Environmental Consultant
June 13, 2018

Ms. Sharon Gamble  
9% Competitive Housing Tax Credit Program Administrator  
Texas Department of Housing and Community Affairs  
P O Box 13941  
Austin, TX 78711  

Re: Application #18127 Metro 31 Senior Community

Dear Ms. Gamble:

This letter certifies that: (1) natural gas will be used in all the applications that indicate its use in the Utility Allowances exhibit; and (2) the Applicant will implement all recommendations of the ESA.

Yours truly,

Investment Builders, Inc.

By:  
Ike J. Monly
In the course of the Department’s Housing Tax Credit Eligibility/Selection/Threshold and/or Direct Loan review of the above referenced application, a possible Administrative Deficiency as defined in §10.3(a)(2) and described in §10.201(7)(A) and/or §10.201(7)(B) of the 2018 Uniform Multifamily Rules was identified. By this notice, the Department is requesting documentation to correct the following deficiency or deficiencies. Any issue initially identified as an Administrative Deficiency may ultimately be determined to be beyond the scope of an Administrative Deficiency, and the distinction between material and non-material missing information is reserved for the Director of Multifamily Finance, Executive Director, and Board.

1. The Accessible Mobility and Hearing/Visual units are not indicated on the architectural drawings.
2. The accessible units should be distributed throughout the development, including floors.
3. Per my calculations, there should be 6 accessible parking spaces. The trash can is considered an amenity and should have an accessible parking space.

The above list may not include all Administrative Deficiencies such as those that may be identified upon a supervisory review of the application. Notice of additional Administrative Deficiencies may appear in a separate notification.

All deficiencies must be corrected or otherwise resolved by 5 pm Austin local time on the fifth business day following the date of this deficiency notice. Deficiencies resolved after 5 pm Austin local time on the fifth business day will have 5 points deducted from the final score. For each additional day beyond the fifth day that any deficiency remains unresolved, the application will be treated in accordance with §10.201(7)(B) of the 2018 Uniform Multifamily Rules. Applications with unresolved deficiencies after 5pm Austin local time on the seventh business day may be terminated.

All deficiencies related to the Direct Loan portion of the Application must be resolved to the satisfaction of the Department by 5pm Austin local time on the fifth business day following the date of this deficiency notice. Applications with unresolved deficiencies after 5pm Austin local time on the seventh business day will be suspended from further processing, and the Applicant will be notified to that effect, until the deficiencies are resolved. If, during the period of time when the Application is suspended from review, Direct Loan funds become oversubscribed, the Applicant will be informed that unless the outstanding item(s) are resolved within one business day the Application will be terminated. For purposes of priority under the Direct Loan set-asides, if the outstanding item(s) are resolved within one business day, the date by which the item is submitted shall be the new received date pursuant to §13.5(c) of the 2018 Multifamily Direct Loan Rule. Applicants should be prepared for additional time needed for completion of staff reviews.
Unless the person that issued this deficiency notice, named below, specifies otherwise, submit all documentation at the same time and in only one file using the Department’s Serv-U HTTPS System. Once the documents are submitted to the Serv-U HTTPS system, please email the staff member issuing this notice. If you have questions regarding the Serv-U HTTPS submission process, contact Liz Cline at liz.cline@tdhca.state.tx.us or by phone at (512)475-3227. You may also contact Jason Burr at jason.burr@tdhca.state.tx.us or by phone at (512)475-3986.

All applicants should review §§11.1(b) and 10.2(b) of the 2018 QAP and Uniform Multifamily Rules as they apply to due diligence, applicant responsibility, and the competitive nature of the program for which they are applying.

**All deficiencies must be corrected or clarified by 5 pm Austin local time on July 2, 2018. Please respond to this email as confirmation of receipt.**

---

**About TDHCA**
The Texas Department of Housing and Community Affairs administers a number of state and federal programs through for-profit, nonprofit, and local government partnerships to strengthen communities through affordable housing development, home ownership opportunities, weatherization, and community-based services for Texans in need. For more information, including current funding opportunities and information on local providers, please visit www.tdhca.state.tx.us.

---

**Nicole Fisher**
Housing Specialist
Texas Department of Housing and Community Affairs
221 E. 11th Street | Austin, TX 78701
Office: 512.475.2201
Fax: 512.475.1895

*Any person receiving guidance from TDHCA staff should be mindful that, as set forth in 10 TAC Section 11.1(b) there are important limitations and caveats (Also see 10 TAC §10.2(b)).*
TOTAL PARKING SPACES 96

Patio / Pool

41'-0" 26'-0"

TRASH

4'-0" 6'-6" 12'-0" 70'-8" 25'-10" 54'-0" 2'-0"

TOTAL SHOWN 104

LAND DATA

AREA 106,340.41  =  2.44 ACRES

REQUIRED 1 /UNIT 1 /UNIT AS PER SMART CODE TABLES 10, 11 ALLOWED = 1.0/DWELING.

ACCESSIBLE PARKING PROVIDED 44

ACCESSIBLE AS PER TABLE 208.2

52 43

95 96

UNIT DATA

UNIT TYPE 1 BR 2 BR

S.F./UNIT 704 S.F. 883 S.F.

1 BR VHI 2 BR VHI

3 3

2 95

1

704 S.F. 883 S.F. 704 S.F. 883 S.F.

52 43

95 96

UNIT DATA - SMART CODE DEVELOPMENT

UNIT TYPE 1 BEDROOM 2 BEDROOM

TOTAL REQUIRED PARKING DATA

UNIT TYPE 1 COVERED PARKING 2 COVERED PARKING

TOTAL 10 COVERED PARKING 4 COVERED PARKING

KEY PLAN

METRO 31

SITE PLAN

AC-100

CONTRACT DOCUMENTS COORDINATION

SHEET TITLE
Multifamily Finance Division staff will place scanned copies of scoring notices behind this tab in the application .pdf
The Texas Department of Housing and Community Affairs has completed its program review of the Application referenced above as further described in the 2018 Qualified Allocation Plan (“QAP”). This scoring notice provides a summary of staff’s assessment of the application’s score. The notice is divided into several sections.

Section 1 of the scoring notice provides a summary of the score requested by the Applicant followed by the score staff has assessed based on the Application submitted. You should note that six scoring items are not reflected in this scoring comparison but are addressed separately.

Section 2 of the scoring notice includes each of the six scoring criteria for which points could not be requested by the Applicant in the application self-score form and include: §11.9(c)(8) Readiness to Proceed in Disaster Impacted Counties, §11.9(d)(1) Local Government Support, §11.9(d)(4) Quantifiable Community Participation, §11.9(d)(5) Community Support from State Representative, §11.9(d)(6) Input from Community Organizations, and §11.9(d)(7) Concerted Revitalization Plan.

Section 3 provides information related to any point deductions assessed under §11.9(f) of the QAP or §10.201(7)(A) of the Uniform Multifamily Rules.

Section 4 provides the final cumulative score in bold.

Section 5 includes an explanation of any differences between the requested and awarded score as well as any penalty points assessed.

The scores provided herein are merely informational at this point in the process and may be subject to change. For example, points awarded under §11.9(e)(4) “Leveraging of Private, State, and Federal Resources”, 11.9(b)(1)(A) "Unit Sizes", 11.9(b)(1)(B) "Unit and Development Features", 11.9(c)(1) "Income Levels of Tenants", 11.9(c)(2) "Rent Levels of Tenants", 11.9(e)(1) "Financial Feasibility", 11.9(e)(3) "Pre-Application Participation", and may be adjusted should the underwriting review result in changes to the Application that would affect these scores. If a scoring adjustment is necessary, staff will provide the Applicant a revised scoring notice.

Be further advised that if the Applicant failed to properly disclose information in the Application that could have a material impact on the scoring information provided herein, the score included in this notice may require adjustment and/or the Applicant may be subject to other penalties as provided for in the Department’s rules.

This scoring notice is provided by staff at this time to ensure that an Applicant has sufficient notice to exercise any appeal process provided under §10.902 of the Uniform Multifamily Rules. All information in this scoring notice is further subject to modification, acceptance, and/or approval by the Department’s Governing Board. If the score of an Application changes, a revised scoring notice will be provided to the Applicant.
### Page 2 of Final Scoring Notice: 18127, Metro 31 Senior Community

#### Section 1:

<table>
<thead>
<tr>
<th>Score Requested by Applicant (Not including points for §11.9(c)(8) or (d)(1), (4), (5), (6) or (7) of the 2018 QAP):</th>
<th>108</th>
</tr>
</thead>
<tbody>
<tr>
<td>Score Awarded by TDHCA (Not including points for §11.9(c)(8) or (d)(1), (4), (5), (6) or (7) of the 2018 QAP):</td>
<td>108</td>
</tr>
</tbody>
</table>

Difference between Requested and Awarded: 0

#### Section 2:

| Points Awarded for §11.9(c)(8) Readiness to Proceed: | 0 |
| Points Awarded for §11.9(d)(1) Local Government Support: | 17 |
| Points Awarded for §11.9(d)(4) Quantifiable Community Participation: | 4 |
| Points Awarded for §11.9(d)(5) Community Support from State Representative: | 8 |
| Points Awarded for §11.9(d)(6) Input from Community Organizations: | 4 |
| Points Awarded for §11.9(d)(7) Concerted Revitalization Plan: | 0 |

#### Section 3:

| Points Deducted for §11.9(f) of the QAP or §10.201(7)(A) of the Uniform Multifamily Rules: | 0 |

#### Section 4:

Final Score Awarded to Application by Department staff (Including all points): 141

#### Section 5:

**Explanation for difference between points requested and points awarded by the Department as well as penalties assessed:**

NA

Restrictions and requirements relating to the filing of an appeal can be found in §10.902 of the Uniform Multifamily Rules. If you wish to appeal this scoring notice, you must file your appeal with the Department no later than 5:00 p.m. Austin local time, Friday, July 6, 2018. If an appeal is denied by the Executive Director, an Applicant may appeal to the Department's Board.

In an effort to increase the likelihood that Board appeals related to scoring are heard at the Board meeting, the Department has provided an Appeal Election Form for all appeals submitted to the Executive Director. In the event an appeal is denied by the Executive Director, the Applicant is able to request that the appeal automatically be added to the Board agenda.

If you have any concerns regarding potential miscalculations or errors made by the Department, please contact Sharon Gamble at (512) 936-7834 or by email at mailto:sharon.gamble@tdhca.state.tx.us.

Sincerely,

*Sharon D. Gamble*
Sharon D. Gamble
Competitive HTC Program Administrator
Multifamily Finance Division staff will place documents related to Requests for Administrative Deficiencies behind this tab in the application .pdf
Real Estate Analysis Division staff will place scanned copies of RFI documents behind this tab in the application .pdf
In the course of the Department's underwriting review of the above referenced application an Administrative Deficiency, as defined in 10 TAC §10.3(a)(2), has been identified. By this notice, the Department is requesting information to clarify or to correct inconsistencies found in the Application or to provide non-material missing information. All Administrative Deficiency requests will be treated in accordance with §10.201(7) of the Uniform Multifamily Rules.

**All deficiencies must be satisfactorily corrected or clarified by 5:00 p.m. Central Time on Friday, July 6, 2018 (fifth business day following the date of this deficiency notice).**

All documentation should be submitted as a whole using the Department’s Serv-U HTTPS System. Once the documents are submitted to the Serv-U HTTPS system, please email the staff member issuing this notice. If you have questions regarding the Serv-U HTTPS submission process, contact Jason Burr at jason.burr@tdhca.state.tx.us or by phone at (512)475-3986. You may also contact Nicole Fisher at nicole.fisher@tdhca.state.tx.us or by phone at (512)475-2201.

**NOTICE:** Pursuant to §10.201(7) of the Uniform Multifamily Rules, revised Application exhibits not specifically requested by the Underwriter in an Administrative Deficiency WILL NOT be accepted.

1. Property insurance: Please provide an insurance quote.
   
   **Response:**
   
   The quote is for $20,000 which is $10,400 less than the $30,400 originally submitted. We would prefer not to change the original application unless you request it. Please see the 2 files attached: (1) 18127 Metro 31 Insurance Quote Email 180703.pdf and (2) 18127 metro 31 RFI#1 wks - insurance.pdf

2. Property taxes: Please provide an explanation of how the property taxes were calculated. If there is a tax exemption, please provide a letter from an attorney supporting the exemption.

   **Response:**
   
   My calculations indicate a per unit tax levy of $565/unit. I used $575/unit to arrive at $54,625 for the application. We would prefer not to change the original application unless you request it. Please see the Property Tax Worksheet file attached: 18127 metro 2017 property tax wks 180412-180703.pdf.

3. What is the capacity of the elevator?
4. Sources & Uses: There is an amount of $4,554 listed in the "Other" category, but no name. Who is the provider? Are there any conditions associated with the funds?

Response: Not applicable per discussion with Laura Rogers.
Maria,

At $100 per square foot and 95 units, the estimated premium for the completed complex would be $15,000 for property, $3,500 for GL, and $1,500 for Umbrella.

Thank you,

Charmin Shores
Senior Account Manager
HUB International Limited
201 E Main, Ste 800
El Paso, TX 79901

Office: 915-206-6027
Fax: 866-399-3972
charmin.shores@hubinternational.com
hubinternational.com

How is my service? Let my manager know at liz.durkes@hubinternational.com
Property Insurance Calculations:
The following information is contained in the attached email sent on 07/02/2018 by our insurance rep:
Charmin Shores, HUB International Insurance Services
Direct: 915-206-6027 <Charmin.Shores@hubinternational.com>

Calculations based on Keystone:
Premiums for our newest property Keystone (52 units):
Property = $7,195.64 pro-rated 1/31/18 to 9/30/18; (8 months)
GL = $1,264 pro-rated; no charge to umbrella when added mid-term.

<table>
<thead>
<tr>
<th>Premium</th>
<th>Months</th>
<th>Monthly</th>
<th>Annually</th>
</tr>
</thead>
<tbody>
<tr>
<td>7,195.64</td>
<td>8</td>
<td>899.46</td>
<td>$10,793.52</td>
</tr>
<tr>
<td>1,264.00</td>
<td>8</td>
<td>158.00</td>
<td>1,896.00</td>
</tr>
</tbody>
</table>

815.28

Umbrella (estimated as 43% of GL - see below)

<table>
<thead>
<tr>
<th>Units</th>
<th>Per Unit</th>
</tr>
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<tbody>
<tr>
<td>52</td>
<td>$259.71</td>
</tr>
<tr>
<td>54,656</td>
<td>$0.25</td>
</tr>
</tbody>
</table>

Calculations based on 07/03/2018 email estimate from Charmin Shores, HUB International Insurance Services
Direct: 915-206-6027 <Charmin.Shores@hubinternational.com>

<table>
<thead>
<tr>
<th>Bedrooms</th>
<th>Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>52</td>
</tr>
<tr>
<td>2</td>
<td>43</td>
</tr>
</tbody>
</table>

Total Units 95

$20,000.00

Possible revised property insurance amount: $20,000
### Property Tax Worksheet

#### Summary

<table>
<thead>
<tr>
<th></th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>DESERT VILLAS LTD</td>
<td>$47,389.31</td>
<td>$14,622.93</td>
<td>$71,523.28</td>
<td>$87,513.72</td>
<td>$19,022.09</td>
<td>$240,071.33</td>
</tr>
<tr>
<td>MOUNTAIN HEIGHTS LTD</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SPANISH CREEK TOWNHOMES LTD</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>WOODCHASE SENIOR COMMUNITY LTD</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SANTA LUCIA HOUSING GENERAL PARTNERS</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

**Total**

|                  | 155,011.56 | 97,617.86 | 131,045.56 | 176,536.44 | 98,044.07 | 717,243.27 |

---

1. **Account No.:**
2. **Prop. Id. No.:**
3. **Legal Description:**
4. **Current Tax Levy:**
   - City of El Paso: $47,389.31
   - County of El Paso: $14,622.93
   - El Paso Community College: $71,523.28
   - School District: $87,513.72
   - University Medical Center of El Paso: $19,022.09
5. **Last Payment Date:**
6. **Market (Taxable) Value:**
   - City of El Paso: $1,523,915
   - County of El Paso: $494,066
   - El Paso Community College: $2,300,000
   - School District: $2,814,210
   - University Medical Center of El Paso: $611,700
7. **Tax Rates:**
   - City of El Paso: 0.803433
   - County of El Paso: 0.452694
   - El Paso Community College: 0.141638
   - School District: 1.460000
   - University Medical Center of El Paso: 0.251943
8. **Total Tax Rate per $100 Valuation:**
   - City of El Paso: 3.109708
   - County of El Paso: 2.959708
   - El Paso Community College: 3.109708
   - School District: 3.109708
   - University Medical Center of El Paso: 3.109708
9. **Total Tax Rate Percent of Valuation:**
   - City of El Paso: 3.109708%
   - County of El Paso: 2.959708%
   - El Paso Community College: 3.109708%
   - School District: 3.109708%
   - University Medical Center of El Paso: 3.109708%
10. **Calculated Tax Levy:**
    - City of El Paso: $47,389.31
    - County of El Paso: $14,622.93
    - El Paso Community College: $71,523.28
    - School District: $87,513.72
    - University Medical Center of El Paso: $19,022.09
    - Total: $240,071.29

<table>
<thead>
<tr>
<th>Units</th>
<th>94</th>
<th>31</th>
<th>136</th>
<th>128</th>
<th>36</th>
<th>425</th>
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</thead>
<tbody>
<tr>
<td>Tax per unit</td>
<td>$504.00</td>
<td>$472.00</td>
<td>$526.00</td>
<td>$684.00</td>
<td>$528.00</td>
<td>$565.00</td>
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</tbody>
</table>

- **3 story flats**
- **Townhomes**
- **1 story flats**
- **Multifamily**
- **Elderly**
- **Yes**
- **No**

(A) Tax on this property is more than 33% above the average ($514/unit) of the other properties in this sample and should be protested.
### Property Tax Worksheet

<table>
<thead>
<tr>
<th></th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>DESERT VILLAS LTD</td>
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<td>D46799900100200</td>
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<td>DESERT VILLAS LTD</td>
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<td>Account No.:</td>
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<td>617624</td>
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<td></td>
</tr>
<tr>
<td>Prop. Id. No.:</td>
<td>BLK 1 DESERT VILLAS LOT 1</td>
<td>BLK 1 DESERT VILLAS LOT 2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Legal Description:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Current Tax Levy:</td>
<td>$46,645.63</td>
<td>$743.68</td>
<td></td>
<td></td>
<td>$47,389.31</td>
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<tr>
<td>Last Payment Date:</td>
<td>12/30/2017</td>
<td>2/15/2017</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Market (Taxable) Value:</td>
<td>$1,500,000</td>
<td>$23,915</td>
<td></td>
<td></td>
<td>$1,523,915</td>
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<tr>
<td>Tax Rates:</td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CITY OF EL PASO</td>
<td>0.803433</td>
<td>0.803433</td>
<td></td>
<td></td>
<td>0.803433</td>
</tr>
<tr>
<td>COUNTY OF EL PASO</td>
<td>0.452694</td>
<td>0.452694</td>
<td></td>
<td></td>
<td>0.452694</td>
</tr>
<tr>
<td>EL PASO COMMUNITY COLLEGE</td>
<td>0.141638</td>
<td>0.141638</td>
<td></td>
<td></td>
<td>0.141638</td>
</tr>
<tr>
<td>YSLETA ISD</td>
<td>1.460000</td>
<td>1.460000</td>
<td></td>
<td></td>
<td>1.460000</td>
</tr>
<tr>
<td>UNIVERSITY MEDICAL CENTER OF EL PASO</td>
<td>0.251943</td>
<td>0.251943</td>
<td></td>
<td></td>
<td>0.251943</td>
</tr>
</tbody>
</table>
| Total Tax Rate per $100 Valuation | 3.109708 | 3.109708 | 0.000000 | 0.000000 | 3.109708%
| Total Tax Rate Percent of Valuation | 3.109708% | 3.109708% | 0.000000% | 0.000000% | 3.109708%
| Calculated Tax Levy: | $47,389.31 |            |            |            |                |
| Units | 94 |          |            |            |                |
| Tax per unit | $504.00 |          |            |            |                |
| Placed in service | 2011 |          |            |            |                |

El Paso property consisting of 94 multifamily walk-up Tax Credit units in the YSLETA ISD
### Property Tax Worksheet

**MOUNTAIN HEIGHTS LTD**

<table>
<thead>
<tr>
<th></th>
<th>MOUNTAIN HEIGHTS LTD</th>
<th>MOUNTAIN HEIGHTS LTD</th>
<th>MOUNTAIN HEIGHTS LTD</th>
<th>MOUNTAIN HEIGHTS LTD</th>
<th>TOTAL MOUNTAIN HEIGHTS LTD</th>
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<tbody>
<tr>
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<td>M79499911808100</td>
<td>M79499911809000</td>
<td>M79499912700100</td>
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<td>349475</td>
<td>99949</td>
<td>378750</td>
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<tr>
<td>3</td>
<td>Legal Description: 118 MORNINGSIDE HEIGHTS 1 TO 10 (30600 SQ FT)</td>
<td>118 MORNINGSIDE HEIGHTS 17 TO 32 (6560 SQ FT)</td>
<td>118 MORNINGSIDE HEIGHTS ALLEY (9686 SQ FT)</td>
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<td>4</td>
<td>Current Tax Levy: $4,615.91</td>
<td>$9,936.10</td>
<td>$1.49</td>
<td>$69.43</td>
<td>$14,622.93</td>
</tr>
<tr>
<td>5</td>
<td>Last Payment Date: 1/24/2018</td>
<td>1/24/2018</td>
<td>2/10/2014</td>
<td>1/24/2018</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Market (Taxable) Value: $155,958</td>
<td>$335,712</td>
<td>$50</td>
<td>$2,346</td>
<td>$494,066</td>
</tr>
<tr>
<td>7</td>
<td>Tax Rates:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>CITY OF EL PASO</td>
<td>0.803433</td>
<td>0.803433</td>
<td>0.803433</td>
<td>0.803433</td>
</tr>
<tr>
<td>9</td>
<td>COUNTY OF EL PASO</td>
<td>0.452694</td>
<td>0.452694</td>
<td>0.452694</td>
<td>0.452694</td>
</tr>
<tr>
<td>10</td>
<td>EL PASO COMMUNITY COLLEGE</td>
<td>0.141638</td>
<td>0.141638</td>
<td>0.141638</td>
<td>0.141638</td>
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<tr>
<td>11</td>
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<td>1.310000</td>
<td>1.310000</td>
<td>1.310000</td>
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<td>0.251943</td>
<td>0.251943</td>
<td>0.251943</td>
<td>0.251943</td>
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<tr>
<td>13</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Total Tax Rate per $100 Valuation</td>
<td>2.959708</td>
<td>2.959708</td>
<td>2.959708</td>
<td>2.959708</td>
</tr>
<tr>
<td>15</td>
<td>Total Tax Rate Percent of Valuation</td>
<td>2.959708%</td>
<td>2.959708%</td>
<td>2.959708%</td>
<td>2.959708%</td>
</tr>
<tr>
<td>16</td>
<td>Calculated Tax Levy:</td>
<td>$14,622.91</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>Units</td>
<td>31</td>
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<td>18</td>
<td>Tax per unit</td>
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<tr>
<td>19</td>
<td>Multiple sites or parcels</td>
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<td>20</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>21</td>
<td>El Paso property consisting of 31 multifamily townhome Tax Credit units in the EL PASO ISD</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>Placed in service (approx)</td>
<td>2002</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2017 property tax wks 180412-180703 3 2-Mtn Hghts
## Property Tax Worksheet

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>SPANISH CREEK TOWNHOMES LTD</td>
<td>SPANISH CREEK TOWNHOMES LTD</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Account No.: S56199900100100</td>
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</tr>
<tr>
<td>2</td>
<td>Prop. Id. No.: 199259</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Legal Description: 1 SPANISH CREEK LOT 1 (8.59 AC)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Current Tax Levy: $71,523.28</td>
<td></td>
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<td>$71,523.28</td>
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<tr>
<td>5</td>
<td>Last Payment Date: 1/26/2018</td>
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<td></td>
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</tr>
<tr>
<td>6</td>
<td>Market (Taxable) Value: $2,300,000</td>
<td></td>
<td></td>
<td>$2,300,000</td>
</tr>
<tr>
<td>7</td>
<td>Tax Rates:</td>
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</tr>
<tr>
<td>8</td>
<td>CITY OF EL PASO</td>
<td>0.803433</td>
<td></td>
<td>0.803433</td>
</tr>
<tr>
<td>9</td>
<td>COUNTY OF EL PASO</td>
<td>0.452694</td>
<td></td>
<td>0.452694</td>
</tr>
<tr>
<td>10</td>
<td>EL PASO COMMUNITY COLLEGE</td>
<td>0.141638</td>
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<td>0.141638</td>
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<tr>
<td>11</td>
<td>YSLETA ISD</td>
<td>1.460000</td>
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<tr>
<td>12</td>
<td>UNIVERSITY MEDICAL CENTER OF EL PASO</td>
<td>0.251943</td>
<td></td>
<td>0.251943</td>
</tr>
<tr>
<td>13</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>14</td>
<td>Total Tax Rate per $100 Valuation</td>
<td>3.109708</td>
<td>0.000000</td>
<td>0.000000</td>
</tr>
<tr>
<td>15</td>
<td>Total Tax Rate Percent of Valuation</td>
<td>3.109708%</td>
<td>0.000000%</td>
<td>0.000000%</td>
</tr>
<tr>
<td>16</td>
<td>Calculated Tax Levy:</td>
<td>$71,523.28</td>
<td></td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>Units</td>
<td>136</td>
<td></td>
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</tr>
<tr>
<td>18</td>
<td>Tax per unit</td>
<td>$526.00</td>
<td></td>
<td></td>
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<tr>
<td>19</td>
<td>Placed in service (approx)</td>
<td>2008</td>
<td></td>
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</tr>
<tr>
<td>20</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>21</td>
<td>El Paso property consisting of 136 multifamily townhome Tax Credit units in the YSLETA ISD</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>Includes 7 market rate units.</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>
### Property Tax Worksheet

<table>
<thead>
<tr>
<th>WOODCHASE SENIOR COMMUNITY LTD</th>
<th>1</th>
<th>2</th>
<th>TOTAL</th>
</tr>
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<tbody>
<tr>
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<td>C73199901500100</td>
<td>C73199901300100</td>
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</tr>
<tr>
<td>Prop. Id. No.:</td>
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<td>177563</td>
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</tr>
<tr>
<td>Legal Description:</td>
<td>15 COLONIA DEL CARMEN # 4 LOT 1</td>
<td>13 COLONIA DEL CARMEN # 4 LOT 1</td>
<td></td>
</tr>
<tr>
<td>Current Tax Levy:</td>
<td>$48,727.64</td>
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<tr>
<td>Last Payment Date:</td>
<td>12/28/2017</td>
<td>12/28/2017</td>
<td></td>
</tr>
<tr>
<td>Market (Taxable) Value:</td>
<td>$1,566,952</td>
<td>$1,247,258</td>
<td>$2,814,210</td>
</tr>
<tr>
<td>Tax Rates:</td>
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<td>0.803433</td>
<td>0.803433</td>
</tr>
<tr>
<td>EL PASO COMMUNITY COLLEGE</td>
<td>0.141638</td>
<td>0.141638</td>
<td>0.141638</td>
</tr>
<tr>
<td>YSLETA ISD</td>
<td>1.460000</td>
<td>1.460000</td>
<td>1.460000</td>
</tr>
<tr>
<td>UNIVERSITY MEDICAL CENTER OF EL PASO</td>
<td>0.251943</td>
<td>0.251943</td>
<td>0.251943</td>
</tr>
<tr>
<td>Total Tax Rate per $100 Valuation</td>
<td>3.109708</td>
<td>3.109708</td>
<td>0.000000</td>
</tr>
<tr>
<td>Total Tax Rate Percent of Valuation</td>
<td>3.109708%</td>
<td>3.109708%</td>
<td>0.000000%</td>
</tr>
<tr>
<td>Calculated Tax Levy:</td>
<td>$87,513.71</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Units</td>
<td>128</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tax per unit</td>
<td>$684.00</td>
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</tbody>
</table>

El Paso property consisting of 128 elderly Tax Credit units in the YSLETA ISD. All units contained in 4 unit quadruplex buildings. Tax on this property is more than 33% above the average ($514/unit) of the other properties in this sample and should be protested.
<table>
<thead>
<tr>
<th>Property Tax Worksheet</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>SANTA LUCIA HOUSING GENERAL PARTNERS</td>
<td>SANTA LUCIA HOUSING GENERAL PARTNERS</td>
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<tr>
<td>1</td>
<td>Account No.:</td>
<td>R22899900200100</td>
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<tr>
<td>2</td>
<td>Prop. Id. No.:</td>
<td>65174</td>
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<tr>
<td></td>
<td>Legal Description:</td>
<td>2 RANCHO ALEGRE PT OF 1 BEG 200 FT S OF NWC (207.17 FT ON ST-IRREG ON N- 138.62 FT ON E-508.22 FT ON S)</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>4</td>
<td>Current Tax Levy:</td>
<td>$19,022.09</td>
<td></td>
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<td>$19,022.09</td>
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<tr>
<td>5</td>
<td>Last Payment Date:</td>
<td>12/30/2017</td>
<td></td>
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<tr>
<td>6</td>
<td>Market (Taxable) Value:</td>
<td>$611,700</td>
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<td>$611,700</td>
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<td>7</td>
<td>Tax Rates:</td>
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<tr>
<td>8</td>
<td>CITY OF EL PASO</td>
<td>0.803433</td>
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<tr>
<td>9</td>
<td>COUNTY OF EL PASO</td>
<td>0.452694</td>
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<tr>
<td>10</td>
<td>EL PASO COMMUNITY COLLEGE</td>
<td>0.141638</td>
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<tr>
<td>11</td>
<td>YSLETA ISD</td>
<td>1.460000</td>
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<td></td>
<td>1.460000</td>
</tr>
<tr>
<td>12</td>
<td>UNIVERSITY MEDICAL CENTER OF EL PASO</td>
<td>0.251943</td>
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<td></td>
<td>0.251943</td>
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<tr>
<td>13</td>
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<td></td>
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</tr>
<tr>
<td>14</td>
<td>Total Tax Rate per $100 Valuation</td>
<td>3.109708</td>
<td>0.000000</td>
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<td>0.000000</td>
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<tr>
<td>15</td>
<td>Total Tax Rate Percent of Valuation</td>
<td>3.109708%</td>
<td>0.000000%</td>
<td>0.000000%</td>
<td>0.000000%</td>
</tr>
</tbody>
</table>

Calculated Tax Levy: $19,022.08

| Units | 36 |
| Tax per unit | $528.00 |

Placed in service (approx) | 2002

El Paso property consisting of 36 elderly one story garden flat HOME units in the YSLETA ISD.
Maria, how are you? Here is a chart from one of the elevator manufacturers, what are we thinking to use is the 4000 lbs, center open this will give us the larger inside cabin dimensions for transportation of goods and people. I think you can fit a stretcher in a 3'-6" but 4'-0" will be optimum. Please let me know if you need additional information.

Ruben D. Villalobos
2112 Murchison Drive | El Paso, Texas 79930
t 915.533.3777 | m 915-474-0320
www.wrightdalbin.com

From: Maria Espinoza <mespinoza@ibitoday.com>
Sent: Thursday, June 28, 2018 4:57 PM
To: Ruben Villalobos <rvillalobos@wrightdalbin.com>; Frederic Dalbin <fdalbin@wrightdalbin.com>
Cc: Roy Lopez <rlopez@ibitoday.com>; Raul Sierra <rsierra@wrightdalbin.com>; Robert Garland <rgarland@wrightdalbin.com>
Subject: Metro 31 Senior Community

Good afternoon,

What is the capacity of the elevator?

Thank you,

Maria
REVISED OVERALL CONCEPT PLAN

HUNT ~ METRO 31 LLC

LOT 1  1.000 AC
LOT 2  1.021 AC
LOT 3  4.526 AC
LOT 4  2.693 AC
LOT 4A  2.441 AC
LOT 5  6.613 AC

TOTAL = 18.317 ACRES
LOT 1A  0.255 AC
LOT 3A  0.483 AC
PARKS = 2.671 ACRES

HUNT R.O.W. CONT = 3.494 ACRES
HUNT TOTAL = 24.893 ACRES

CORP ~ SUN METRO
5M LOT 1  1.414 AC
R.O.W. CONT.  3.093 AC
5M PARKS  1.812 AC

SUN METRO TOTAL = 6.319 ACRES

GRAND TOTAL = 30.202 ACRES
CHECS PER RSA SURVEY
Multifamily Finance Division staff will place scanned copies of appeal documents behind this tab in the application .pdf
Multifamily Finance Division staff will place scanned copies of public comment received behind this tab in the application .pdf
Multifamily Finance Division staff will place scanned copies of Commitment or Determination Notice documents behind this tab in the application .pdf
Multifamily Finance Division staff will place scanned copies of Direct Loan Program Award Letters behind this tab in the application .pdf
Multifamily Finance Division staff will place scanned copies of Carryover Allocation Agreement documents behind this tab in the application .pdf