2018 Multifamily Uniform Application

NOTICE: For Applicants planning to submit an Application on or before January 26, 2018, ANYTHING that would have been due on March 1, 2018 will be due on January 26, 2018. Anything due after March 1, 2018 maintains its original due date.
2018

9% HOUSING TAX CREDIT APPLICATION

TDHCA APPLICATION #18208
Midway Villas
Midway North CDP, Hidalgo County, TX
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: **Midway Villas**

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.

<table>
<thead>
<tr>
<th>TGO Midway Villas 18 LP (tbf)</th>
<th>Applicant Entity Name</th>
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</thead>
<tbody>
<tr>
<td>By:</td>
<td>Signature of Authorized Representative</td>
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<tr>
<td></td>
<td>Steve Lollis</td>
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<td></td>
<td>Printed Name</td>
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<td>Authorized Representative</td>
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<tr>
<td>Title</td>
<td>February 24 , 2018</td>
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<td>Date</td>
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Sworn to and subscribed before me on the 24 day of February , 2018

Sworn to and subscribed before me on the 24 day of February , 2018

Notary Public Signature

TEXAS

Notary Public, State of

HARRIS

County of

My Commission Expires:

Date

2/22/2018

9:42 PM
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: 

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, if an Application of the Development is filed with TDHCA, the Property Condition Assessment and, if applicable, additional information shall be submitted to the Board 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>
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<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>
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<tr>
<td>April 26, 2018</td>
<td>February 9, 2018</td>
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<td>May 24, 2018</td>
<td>March 9, 2018</td>
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<td>June 28, 2018</td>
<td>April 13, 2018</td>
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<td>July 12, 2018</td>
<td>April 27, 2018</td>
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<td>July 26, 2018</td>
<td>May 11, 2018</td>
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<td>September 6, 2018</td>
<td>June 22, 2018</td>
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<td>October 11, 2018</td>
<td>July 27, 2018</td>
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<tr>
<td>November 8, 2018</td>
<td>August 24, 2018</td>
</tr>
<tr>
<td>December 6, 2018</td>
<td>September 21, 2018</td>
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</tbody>
</table>

☐ An Inducement Resolution has been approved by the Bond Issuer and a copy has been provided behind Tab 8.
§10.101(a)(2) - Undesirable Site Features

§10.101(a)(3) - Undesirable Neighborhood Characteristics

§10.202(1)(M) - Termination of Relationship in an Affordable Housing Transaction

§10.901(17) - Unused Credit or Penalty Fee

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

http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm
Development Owner Certification, Acknowledgement and Consent

All defined terms used in this certification and not specifically defined herein have the meanings ascribed to them in Chapter 2306 of the Tex. Gov’t Code, §42 of the Internal Revenue Code, and §10.3 of the Uniform Multifamily Rules.

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

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

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

This Application and all materials submitted to the Department constitute records of the Department subject to Tex. Gov’t Code, Chapter 552. This includes all Third Party reports, which will be posted in their entirety on the Department’s website, as they constitute a part of the Application. The Application is in compliance with all requirements related to the eligibility of an Applicant, Application and Development as further defined in 10 TAC §§10.101 and 10.202 of the Uniform Multifamily Rules. Any issues of non-compliance have been disclosed.

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

When providing a Pre-Application, Application or other materials to a state representative, local governmental body, Neighborhood Organization, or anyone else to secure support or approval that may affect the Applicant’s competitive posture, an Applicant must disclose that in accordance with the Department’s rules the aspects of the Development may not have been determined or selected or may be subject to change, such as changes in the amenities ultimately selected and provided.

The Development Owner is and will remain in compliance with state and federal laws, including but not limited to, fair housing laws, including Chapter 301, Property Code, Title VIII of the Civil 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)**

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

_____ The proposed Development is Rehabilitation (excluding Reconstruction) with ongoing and existing federal assistance from HUD, USDA, or Veterans Affairs (“VA”) and an exemption was requested prior to the filing of an Application or is being requested with the Application in accordance with §10.101(a)(2) of the Uniform Multifamily Rules.

_____ The proposed Development is Historic Preservation pursuant to §11.9(e)(6) of the QAP, is located in an area with an undesirable site feature and an exemption was requested prior to the filing of an Application or is being requested with the Application.

_____ The proposed Development is New Construction, is located in an area with an undesirable site feature and a copy of the local ordinance that regulates the proximity of such feature to a multifamily development is included in the Application.

_____ The proposed Development is located in an area with an undesirable site feature and mitigation to be considered by staff and the Board is included in the Application.

**Undesirable Neighborhood Characteristics (select one of the main boxes as applicable)**

**X** The Development Owner certifies that the Development is not located in an area with any of the undesirable neighborhood characteristics described in §10.101(a)(3) of the Uniform Multifamily Rules and that no disclosure is necessary;

_____ The Development Owner certifies that the Development is located in an area with the following undesirable neighborhood characteristic(s) and the Undesirable Neighborhood Characteristics Report is submitted with the Application (select all that apply):

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

_____ in a census tract or within 1,000 feet of any census tract in an Urban Area and the rate of Part I violent crimes is greater than 18 per 1,000 persons (annually) as reported on neighborhoodscout.com;
_____ is located within 1,000 feet of a blighted or abandoned area as further described in §10.101(a)(3)(B)(iii) of the Uniform Multifamily Rules;

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

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

The Development will satisfy the minimum point threshold for common amenities as further described in §10.101(b)(5) of the Uniform Multifamily Rules. These amenities must be for the benefit of all tenants (market rate and low-income), meet accessibility standards, be sized appropriately to serve the proposed Target Population, be made available throughout normal business hours, and be maintained throughout the Affordability Period. The tenant must be provided written notice of the amenity elections made by the Development Owner.

The Development will meet the minimum size of Units as further described §10.101(b)(6)(A) of the Uniform Multifamily Rules.

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

The Development (excluding competitive Housing Tax Credit Applications) will include enough tenant services, at no charge to the tenants, be accessible to all (market rate and low-income), and maintained throughout the Affordability Period, to meet the required minimum number of points as further described in §10.101(b)(7) of the Uniform Multifamily Rules, and offered in accordance with §10.619 of the Uniform Multifamily Rules. The tenant must be provided written notice of the elections made by the Development Owner.

If the Applicant is applying for Multifamily Direct Loan funds and the Development consists of New Construction, the Applicant further certifies that the Development meets the Construction Site Standards in 24 C.F.R §983.57(e).

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

The Development Owner will comply with any and all notices required by the Department.
None of the criteria in subparagraphs (A) – (M) of §10.202(1) of the Uniform Multifamily Rules, related to ineligible Applicants, applies to those identified on the organizational chart for the Applicant, Developer and Guarantor.

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

By signing this document, the undersigned, in their individual capacity, on behalf of Applicant, whether formed or to be formed, and in all other related capacities described above, is affirming under penalty of Chapter 37 of the Texas Penal Code titled Perjury and Other Falsification, and subject to criminal penalties as defined by Tex. Penal Code §§37.01 et seq., and subject to any and all other state or federal laws regarding the making of false statements to governmental bodies or the providing of false information in connection with the procurement of allocations or awards, that the Application and all materials relating thereto constitute government documents and that the Application and all materials relating thereto are true, correct, and complete in all material respects.
2018 Development Owner Certification, Acknowledgement and Consent

By:

[Signature]

Signature

Steve Lollis

Printed Name

Authorized Representative of Applicant

Title

February 24, 2018

Date

THE STATE OF TEXAS

COUNTY OF HARRIS

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

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

[Notary Public Seal]

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

§10.202 of the Uniform Multifamily Rules identifies situations in which an Application or Applicant may be ineligible for Department funding. Applicants must provide disclosure of all potential instances of ineligibility, along with evidence of appropriate corrective action taken and accepted by the Department or mitigating factors to be considered. Documentation should be attached behind this tab.

Disclosure of all potential instances of ineligibility, along with evidence of appropriate corrective action is included behind this tab.

The form must be executed by all individuals included on the organizational chart who are identified under §10.204(2)(A) – (D) of the Uniform Multifamily Rules and who have the ability to exercise control over the Development.

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

The submission may include one copy of the certification along with copies of the signature pages. A signed, dated, and notarized signature page for each individual described above must be included. No hard copy is required, only a scanned copy within the final PDF file.

The form for the certification will be posted to the Department's website at [http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm](http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm)
2018 Applicant Eligibility Certification

Applicant Eligibility Certification

All defined terms used in this certification and not specifically defined herein have the meanings ascribed to them in Chapter 2306 of the Tex. Gov’t Code, §42 of the Internal Revenue Code, and §10.3 of the Uniform Multifamily Rules.

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

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

It has obtained all necessary consents and approvals, and conducted all necessary diligence to enable it to make these certifications and to perform any all agreements and to give all consents provided for or made herein.

All representations, undertakings and commitments made by Applicant in the Application process for a Development, whether with respect to Threshold Criteria, selection criteria or otherwise, expressly constitute conditions to any Commitment, Determination Notice, Carryover Allocation, or Direct Loan Commitment for such Development which the Department may issue or award, and the violation of any such condition shall be sufficient cause for the cancellation and rescission of such Commitment, Determination Notice, Carryover Allocation, or Direct Loan Commitment by the Department. To the extent allowed under §2306.6720 Tex. Gov’t Code, if any such representations, undertakings and commitments concern or relate to the ongoing features or operation of the Development, they shall each and all shall be enforceable even if not reflected in the Land Use Restriction Agreement. All such representations, undertakings and commitments are also enforceable by the Department and/or the tenants of the Development, including but not limited to enforcement by assessment of administrative penalties for failure to perform, in accordance with the Land Use Restriction Agreement, the entry of orders by the Department’s Governing Board requiring strict performance, or the obtaining of injunctive relief.

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

Neither Applicant nor any other member of the Development Team has been convicted of a
state or federal felony crime involving fraud, bribery, theft, misrepresentation of material fact, misappropriation of funds, or other similar criminal offenses within fifteen (15) years preceding the Application submission.

Neither Applicant nor any other member of the Development Team is, at the time of Application, subject to an enforcement or disciplinary action under state or federal securities law or by the NASD; is subject to a federal tax lien; and/or is the subject of a proceeding in which a Governmental Entity has issued an order to impose penalties, suspend funding, or take adverse action based on an allegation of financial misconduct or uncured violation of material laws, rules, or other legal requirements governing activities considered relevant by the Governmental Entity.

Neither Applicant nor any other member of the Development Team has breached a contract with a public agency and failed to cure that breach within the timeframe provided or allowed by contract. If such breach is permitted to be cured under the contract, notice of the breach has been given and a reasonable opportunity to cure.

Neither Applicant nor any other member of the Development Team has misrepresented to a subcontractor the extent to which the Developer has benefited from contracts or financial assistance that has been awarded by a public agency, including the scope of the Developer's participation in contracts with the agency and the amount of financial assistance awarded to the Developer by the agency.

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

Neither Applicant nor any other member of the Development Team is delinquent in any loan, fee, or escrow payments to the Department in accordance with the terms of the loan, as amended, or is otherwise in default with any provisions of such loans.

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

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

Neither Applicant nor any other member of the Development Team has provided false or misleading documentation or made other intentional or negligent material misrepresentations or omissions in or in connection with an Application (and certifications contained therein), Commitment, or Determination Notice for a Development.

Neither Applicant nor any other member of the Development team has been the owner or Affiliate of the owner of a Department assisted rental development for which the federal affordability requirements were prematurely terminated and the affordability requirements have not re-affirmed or Department funds repaid.

Neither Applicant nor any other member of the Development Team has participated in the dissemination of misinformation about affordable housing and the persons it serves or about a competing Applicant that would likely have the effect of fomenting opposition to an Application where such opposition is not based on substantive and legitimate concerns that do not implicate potential violations of fair housing laws.

The Applicant will not violate §2306.1113 of the Tex. Gov’t Code relating to Ex Parte Communication and further explained in §10.202(2)(A) of the Uniform Multifamily Rules.

For any Development utilizing Housing Tax Credit or Tax-Exempt Bonds, at all times during the two-year period preceding the date the Application Round begins (or for Tax-Exempt Bond Developments any time during the two-year period preceding the date the Application is submitted to the Department), the Applicant or a Related Party is not or has not been a member of the Board or employed by the Department as the Executive Director, Chief of Staff, General Counsel, a Deputy Executive Director, the Director of Multifamily Finance, the Chief of Compliance, the Director of Real Estate Analysis, a manager over the program for which an Application has been submitted, or any person exercising such responsibilities regardless of job title; or in violation of §2306.6733 of the Tex. Gov’t Code.

For any Development utilizing Housing Tax Credits, the Applicant will not propose to replace in less than fifteen (15) years any private activity bond financing of the Development described by the Application, unless the exceptions in §2306.6703(a)(2) of the Tex. Gov’t Code are met.

All the instances in which any Principal or any entity or Person in the Development ownership structure who was or is involved as a Principal in any other affordable housing transaction, that
has terminated voluntarily or involuntarily within the past ten years or is negotiating to terminate their relationship with any other affordable housing development have been fully disclosed pursuant to §10.202(1)(M) of the Uniform Multifamily Rules. Applicant understands that failure to disclose is grounds for termination.

All housing developments with which Applicant, Development Owner, Developer, Guarantor and/or Principal thereof participating, are in compliance with: state and federal fair housing laws, including Chapter 301, Property Code, the Texas Fair Housing Act; Title VIII of the Civil Rights Act of 1968 (42 U.S.C. Section 3601 et seq.); and the Fair Housing Amendments Act of 1988 (42 U.S.C. Section 3601 et seq.); the Civil Rights Act of 1964 (42 U.S.C. Section 2000a et seq.); the Americans with Disabilities Act of 1990 (42 U.S.C. Section 12101 et seq.); and the Rehabilitation Act of 1973 (29 U.S.C. Section 701 et seq.).

The making of an allocation or award by the Department does not constitute a finding or determination that the Development is deemed qualified to receive such allocation or award. Applicant agrees that the Department or any of its directors, officers, employees, and agents will not be held responsible or liable for any representations made to the undersigned or its investors relating to the Housing Tax Credit Program; therefore, Applicant assumes the risk of all damages, losses, costs, and expenses related thereto and agrees to indemnify and hold harmless the Department and any of its officers, employees, and agents against any and all claims, suits, losses, damages, costs, and expenses of any kind and of any nature that the Department may hereinafter suffer, incur, or pay arising out of its decisions and actions concerning this Application for Housing Tax Credits or the use of information concerning the Housing Tax Credit Program.

Applicant, Development Owner, Developer, Guarantor or other Related Party is not subject to any pending criminal proceedings and if any such proceeding or any other charges which would invalidate the certifications are finally adjudicated or otherwise disposed of prior to Carryover, the Applicant will immediately notify the Department. Such notification must be presented to the Board for consideration at the next available Board meeting.

The individual whose name is subscribed hereto, in his or her individual capacity, on behalf of Applicant, and in all other related capacities described above, as applicable, expressly represents, warrants, and certifies that all information contained in this certification and in the Application, including any and all supplements, additions, clarifications, or other materials or information submitted to the Department in connection therewith as required or deemed necessary by the materials governing the multifamily funding programs are true and correct and the Applicant has undergone sufficient investigation to affirm the validity of the statements made. The Applicant agrees that the Department may, at its discretion, request additional information and/or documentation in its evaluation of this Application and is authorized but
not obligated under this document to conduct its own investigation regarding any information required requested and or provided in relation to the Application or the Development. Further, the Applicant hereby expressly represents, warrants, and certifies that the individual whose name is subscribed hereto has read and understands all the information contained in this form of the Application.

By signing this document, the undersigned, in their individual capacity, on behalf of Applicant, whether formed or to be formed, and in all other related capacities described above, is affirming under penalty of Chapter 37 of the Texas Penal Code titled Perjury and Other Falsification and subject to criminal penalties as defined by the State of Texas. TEX. PENAL CODE ANN. §§37.01 et seq. (Vernon 2011) and subject to any and all other state or federal laws regarding the making of false statements to governmental bodies or the false statements or the providing of false information in connection with the procurement of allocations or awards that the Application and all materials relating thereto constitute government documents and that the Application and all materials relating thereto are true, correct, and complete in all material respects.
2018 Applicant Eligibility Certification

By: [Signature]

Signature of Authorized Representative

______________________________
Steve Lollis

Printed Name

______________________________
Sole Member of Texas Grey Oaks, LLC

Title

February 27, 2018

Date

THE STATE OF TEXAS

COUNTY OF HARRIS

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

______________________________
Steve Lollis

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 27th day of February 2018

(Seal)

[Notary Public Signature]

Page 6 of 6
By: [Signature of Authorized Representative]  
Deborah Welchel  
Printed Name  
DJWelchel Consulting  
Title  
February 20, 2018  
Date  

THE STATE OF TEXAS  
COUNTY OF Travis  

Before me, a notary public, on this day personally appeared Deborah Welchel, 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)  

Notary Public Signature
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
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>
</tr>
</thead>
<tbody>
<tr>
<td>Steve Lollis</td>
<td>(713) 875-9456</td>
</tr>
<tr>
<td><a href="mailto:steve@texasgreyoaks.com">steve@texasgreyoaks.com</a></td>
<td>(713) 875-9456</td>
</tr>
<tr>
<td>710 N. Post Oak Rd., Ste. 400</td>
<td></td>
</tr>
<tr>
<td>Houston</td>
<td>TX 77024</td>
</tr>
</tbody>
</table>

### 2. Second Contact

<table>
<thead>
<tr>
<th>Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Donna Rickenbacker</td>
<td>(713) 560-0068</td>
</tr>
<tr>
<td><a href="mailto:donna@marqueconsultants.com">donna@marqueconsultants.com</a></td>
<td>(713) 560-0068</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Name: Second Contact</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## Competitive Housing Tax Credit Selection Self-Score

This form will self-populate based on scoring selections made throughout the Application. Applicant should refer to this form to ensure that scoring selections are accurate prior to submitting the Application. Corrections must be made in the applicable section(s) of the Application. Highlighted rows indicate scoring items for both 9% HTC and Direct Loan applications. Additional scoring for Direct Loan applications can be found at 10 TAC §13.6.

### Criteria Promoting Development of High Quality Housing

<table>
<thead>
<tr>
<th>Point Item Description</th>
<th>QAP Reference</th>
<th>Points Selected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit Sizes</td>
<td>§11.9(b)(1)(A)</td>
<td>8</td>
</tr>
<tr>
<td>Unit and Development Features</td>
<td>§11.9(b)(1)(B)</td>
<td>7</td>
</tr>
<tr>
<td>Sponsor Characteristics</td>
<td>§11.9(b)(2)</td>
<td>2</td>
</tr>
</tbody>
</table>

**High Quality Housing Total** 17

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

<table>
<thead>
<tr>
<th>Point Item Description</th>
<th>QAP Reference</th>
<th>Points Selected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Income Levels of Tenants</td>
<td>§11.9(c)(1)</td>
<td>16</td>
</tr>
<tr>
<td>Rent Levels of Tenants</td>
<td>§11.9(c)(2)</td>
<td>11</td>
</tr>
<tr>
<td>Tenant Services</td>
<td>§11.9(c)(3)</td>
<td>10</td>
</tr>
<tr>
<td>Opportunity Index</td>
<td>§11.9(c)(4)</td>
<td>7</td>
</tr>
<tr>
<td>Underserved Area</td>
<td>§11.9(c)(5)</td>
<td>3</td>
</tr>
<tr>
<td>Tenant Populations with Special Needs</td>
<td>§11.9(c)(6)</td>
<td>2</td>
</tr>
<tr>
<td>Proximity to the Urban Core</td>
<td>§11.9(c)(7)</td>
<td>0</td>
</tr>
<tr>
<td>Readiness to Proceed in Disaster Impacted Counties</td>
<td>§11.9(c)(8)</td>
<td></td>
</tr>
</tbody>
</table>

**Serve and Support Texans Most in Need Total** 49

### Criteria Promoting Community Support and Engagement

<table>
<thead>
<tr>
<th>Point Item Description</th>
<th>QAP Reference</th>
<th>Points Selected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Local Government Support</td>
<td>§11.9(d)(1)</td>
<td>1</td>
</tr>
<tr>
<td>Commitment of Development Funding by Local Political Subdivision</td>
<td>§11.9(d)(2)</td>
<td>12</td>
</tr>
<tr>
<td>Declared Disaster Area</td>
<td>§11.9(d)(3)</td>
<td>10</td>
</tr>
<tr>
<td>Quantifiable Community Participation</td>
<td>§11.9(d)(4)</td>
<td></td>
</tr>
<tr>
<td>Community Support from State Representative</td>
<td>§11.9(d)(5)</td>
<td></td>
</tr>
<tr>
<td>Input from Community Organizations</td>
<td>§11.9(d)(6)</td>
<td></td>
</tr>
<tr>
<td>Concerted Revitalization Plan</td>
<td>§11.9(d)(7)</td>
<td></td>
</tr>
</tbody>
</table>

**Community Support and Engagement Total** 11

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

<table>
<thead>
<tr>
<th>Point Item Description</th>
<th>QAP Reference</th>
<th>Points Selected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Financial Feasibility</td>
<td>§11.9(e)(1)</td>
<td>18</td>
</tr>
<tr>
<td>Cost of Development per Square Foot</td>
<td>§11.9(e)(2)</td>
<td>12</td>
</tr>
<tr>
<td>Pre-application Participation</td>
<td>§11.9(e)(3)</td>
<td>6</td>
</tr>
<tr>
<td>Leveraging of Private, State, and Federal Resources</td>
<td>§11.9(e)(4)</td>
<td>3</td>
</tr>
<tr>
<td>Extended Affordability</td>
<td>§11.9(e)(5)</td>
<td>2</td>
</tr>
<tr>
<td>Historic Preservation</td>
<td>§11.9(e)(6)</td>
<td>0</td>
</tr>
<tr>
<td>Right of First Refusal</td>
<td>§11.9(e)(7)</td>
<td>1</td>
</tr>
<tr>
<td>Funding Request Amount</td>
<td>§11.9(e)(8)</td>
<td>1</td>
</tr>
</tbody>
</table>

**Efficient Use of Limited Resources and Applicant Accountability Total** 43

| Point Deductions                           | §11.9(f)      |                  |

**Total Application Self Score** 120
## Site Information Form Part I

### 1. Development Address (All Programs)

<table>
<thead>
<tr>
<th>Address</th>
<th>Midway North CDP/Weslaco ETJ</th>
</tr>
</thead>
<tbody>
<tr>
<td>Near NEC of Mile 6 1/2 W. and W. Expwy. 83</td>
<td></td>
</tr>
<tr>
<td>Region</td>
<td>Zip</td>
</tr>
<tr>
<td>11</td>
<td>78596</td>
</tr>
<tr>
<td>County</td>
<td>Rural/Urban</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Census Tract Number (11 digits)</th>
<th>No</th>
<th>Median Household Income:</th>
<th>Quartile:</th>
<th>Poverty Rate:</th>
</tr>
</thead>
<tbody>
<tr>
<td>48215022402</td>
<td>No</td>
<td>39825.00</td>
<td>2q</td>
<td>24.6</td>
</tr>
</tbody>
</table>

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

### 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: **Hidalgo Co.-No Zoning**
- Flood Zone Designation: **X**
- Entire Development Site is outside the 100 year floodplain. **Yes**

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

<table>
<thead>
<tr>
<th>School Name</th>
<th>Grades X through X</th>
<th>Met Standard Rating?</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2015</td>
<td>2016</td>
</tr>
<tr>
<td>Cleckler/Heald ES</td>
<td>PK</td>
<td>through</td>
</tr>
<tr>
<td>Beatriz G Garza MS</td>
<td>6</td>
<td>through</td>
</tr>
<tr>
<td>Weslaco HS</td>
<td>9</td>
<td>through</td>
</tr>
</tbody>
</table>

School district has no attendance zones and the closest schools are listed.

The Development Site is located within the attendance zone of an elementary school, a middle school or a high school that does not have a 2017 Met Standard rating by the Texas Education Agency, and the Undesirable Neighborhood Characteristics Report and required documentation has been submitted.

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

<table>
<thead>
<tr>
<th>X</th>
<th>Street Map with Site Drawn and Identified</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td>Census Tract Map with Development Site Identified <a href="https://factfinder.census.gov/faces/nav/jsf/pages/searchresults.xhtml?refresh=t">https://factfinder.census.gov/faces/nav/jsf/pages/searchresults.xhtml?refresh=t</a></td>
</tr>
<tr>
<td>n/a</td>
<td>Twice the State Average of Units Per Capita Resolution</td>
</tr>
<tr>
<td>n/a</td>
<td>One Mile Three Year Resolution or evidence of other exception</td>
</tr>
<tr>
<td>n/a</td>
<td>Housing Tax Credit Units per Total Household Resolution</td>
</tr>
<tr>
<td>X</td>
<td>Evidence of Zoning and/or Evidence of Re-Zoning Process</td>
</tr>
<tr>
<td>X</td>
<td>Evidence of Flood Zone Designation</td>
</tr>
<tr>
<td>X</td>
<td>Educational Quality (all Applications)</td>
</tr>
</tbody>
</table>

- X: School Attendance Zone Map with Development labeled;
- 2017 TEA accountability information for each school;
- UNCR if a school in the attendance zone has not achieved Met Standard for three consecutive years and has failed by at least one point in the most recent year.

**For Tax-Exempt Bond Applications**

- The resolution of no objection to satisfy requirements of §10.204(4) of the Uniform Multifamily Rules is included.
- 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.
The 2018 Qualified Census Tracts (QCTs) and Difficult Development Areas (DDAs) are effective and three releases of 5-year tabulations from the American Community Survey (ACS): 2000 federal Register notice published September 11, 2017.

QCT for 2018

<table>
<thead>
<tr>
<th>Tract</th>
<th>County</th>
<th>State</th>
<th>Status (2018)</th>
<th>Poverty Rate</th>
<th>Ratio of Tract Median Income to Tract Income Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>224.02</td>
<td>Hidalgo</td>
<td>TX</td>
<td>Not Qualified</td>
<td>28.9%</td>
<td>0.772</td>
</tr>
</tbody>
</table>

Click here for full screen map

Select Year

- 2018
- 2017

Midway Villas
The 2018 Qualified Census Tracts (QCTs) and Difficult Development Poverty Rate and three releases of 5-year tabulations from the American Community Survey were released in the Federal Register notice published September 11, 2017.
February 7, 2018

Marque Real Estate Consultants  
710 N. Post Oak Road, Suite 400  
Houston, TX 77024  
Attention: Donna Rickenbacker

RE: NO ZONING IN UNINCORPORATED AREAS OF HIDALGO COUNTY

Dear Ms. Rickenbacker,

As of the date of this letter, there has been no authority granted by the State of Texas that allows Hidalgo County to adopt zoning regulations in unincorporated areas.

If you have questions regarding this correspondence, please contact me at 956-318-2840.

Respectfully,
Hidalgo County Planning Department

[Signature]

Tomas J. Arredondo, C.F.M.  
Director of Planning

Cc: Jorge Garcia, C.F.M., Community Development Coordinator
This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at www.msc.fema.gov.
FEMA Q3 Flood Data
The FEMA Q3 Flood data were developed by scanning the existing FIRM hardcopies that were generated in the mid 1980s. Most have never been updated. Only 133 out of 254 counties in Texas were mapped. The maps should be considered an advisory tool for general hazard awareness, education, and flood plain management.

Source: TNRIS

FIRM PANEL

High Risk Areas
A Estimated to be in a 100-year floodplain
AE Estimated to be in a 100-year floodplain, determined by detailed study.
AH Estimated to be in a 100-year special flood area - usually an area of ponding.

High Risk - Coastal Areas
VE In 100-year floodplain coastal wave area, determined by study.
V In 100-year floodplain coastal wave area, no BFEs have been determined.

Moderate to Low Risk Areas
X500 An area inundated by 500-year flooding
X Out of any floodplain

Undetermined Risk Areas
UND An area of Undesignated Flood Hazard
D An area of undetermined but possible flood hazards.

Other SFHA Designation
ANI An area that is located within a community of county that is not mapped on any published FIRM.

Midway Villas Site

PEI Project No: 201801121
TEXAS EDUCATION AGENCY
2017 Accountability Summary
CLECKLER/HEALD EL (108913114) - WESLACO ISD

Accountability Rating
Met Standard

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>
</thead>
<tbody>
<tr>
<td>1 - Student Achievement</td>
<td>895</td>
<td>1,073</td>
<td>83</td>
</tr>
<tr>
<td>2 - Student Progress</td>
<td>419</td>
<td>800</td>
<td>52</td>
</tr>
<tr>
<td>3 - Closing Performance Gaps</td>
<td>400</td>
<td>800</td>
<td>50</td>
</tr>
<tr>
<td>4 - Postsecondary Readiness</td>
<td>43.5</td>
<td>N/A</td>
<td>44</td>
</tr>
</tbody>
</table>

System Safeguards

<table>
<thead>
<tr>
<th>Number and Percentage of Indicators Met</th>
</tr>
</thead>
<tbody>
<tr>
<td>Performance Rates: 17 out of 18 = 94%</td>
</tr>
<tr>
<td>Participation Rates: 10 out of 10 = 100%</td>
</tr>
<tr>
<td>Graduation Rates: N/A</td>
</tr>
<tr>
<td>Total: 27 out of 28 = 96%</td>
</tr>
</tbody>
</table>

Distinct Designation

- Academic Achievement in ELA/Reading
  - DISTINCTION EARNED
- Academic Achievement in Mathematics
  - NO DISTINCTION EARNED
- Academic Achievement in Science
  - DISTINCTION EARNED
- Academic Achievement in Social Studies
  - NOT ELIGIBLE
- Top 25 Percent Student Progress
  - DISTINCTION EARNED
- Top 25 Percent Closing Performance Gaps
  - DISTINCTION EARNED
- Postsecondary Readiness
  - NO DISTINCTION EARNED

Campus Demographics

- Campus Type: Elementary
- Campus Size: 896 Students
- Grade Span: PK - 05
- Percent Economically Disadvantaged: 81.6
- Percent English Language Learners: 23.3
- Mobility Rate: 12.5
- Percent Served by Special Education: 7.0
- Percent Enrolled in an Early College High School Program: 0.0

For further information about this report, please see the Performance Reporting website at https://rptsrv1.tea.texas.gov/perfreport/account/2017/index.html
Accountability Rating
Met Standard

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

Did Not Meet Standards on
- NONE

In 2016, 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>
</thead>
<tbody>
<tr>
<td>1 - Student Achievement</td>
<td>792</td>
<td>990</td>
<td>80</td>
</tr>
<tr>
<td>2 - Student Progress</td>
<td>358</td>
<td>800</td>
<td>45</td>
</tr>
<tr>
<td>3 - Closing Performance Gaps</td>
<td>346</td>
<td>800</td>
<td>43</td>
</tr>
<tr>
<td>4 - Postsecondary Readiness</td>
<td>35.5</td>
<td>N/A</td>
<td>36</td>
</tr>
<tr>
<td>STAAR Score</td>
<td>N/A</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Graduation Rate Score</td>
<td>N/A</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Graduation Plan Score</td>
<td>N/A</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Postsecondary Component Score</td>
<td>N/A</td>
<td>N/A</td>
<td></td>
</tr>
</tbody>
</table>

Performance Index Report

Index 1 - Student Achievement (Target Score=60)
Index 2 - Student Progress (Target Score=32)
Index 3 - Closing Performance Gaps (Target Score=28)
Index 4 - Postsecondary Readiness (Target Score=12)

80
45
43
36

Distinction Designation

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

Campus Demographics

Campus Type: Elementary
Campus Size: 899 Students
Grade Span: PK - 05
Percent Economically Disadvantaged: 79.4%
Percent English Language Learners: 23.2%
Mobility Rate: 13.3%

System Safeguards

Number and Percentage of Indicators Met

<table>
<thead>
<tr>
<th>Indicator</th>
<th>Number Met</th>
<th>Percentage Met</th>
</tr>
</thead>
<tbody>
<tr>
<td>Performance Rates</td>
<td>14 out of 16</td>
<td>88%</td>
</tr>
<tr>
<td>Participation Rates</td>
<td>10 out of 10</td>
<td>100%</td>
</tr>
<tr>
<td>Graduation Rates</td>
<td>N/A</td>
<td></td>
</tr>
</tbody>
</table>

Total: 24 out of 26 = 92%

For further information about this report, please see the Performance Reporting Division website at https://rptsrv1.tea.texas.gov/perfreport/account/2016/index.html
In 2015, 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.

### Distinction Designation

- **Academic Achievement in Reading/ELA**: NO DISTINCTION EARNED
- **Academic Achievement in Mathematics**: NOT ELIGIBLE
- **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**: DISTINCTION EARNED

### Performance Index Report

<table>
<thead>
<tr>
<th>Index</th>
<th>Points Earned</th>
<th>Maximum Points</th>
<th>Index Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 - Student Achievement</td>
<td>458</td>
<td>572</td>
<td>80</td>
</tr>
<tr>
<td>2 - Student Progress</td>
<td>275</td>
<td>600</td>
<td>46</td>
</tr>
<tr>
<td>3 - Closing Performance Gaps</td>
<td>262</td>
<td>600</td>
<td>44</td>
</tr>
<tr>
<td>4 - Postsecondary Readiness</td>
<td>33.0</td>
<td>N/A</td>
<td>33</td>
</tr>
</tbody>
</table>

### Performance Index Summary

- **Index 1 - Student Achievement (Target Score=60)**: 80
- **Index 2 - Student Progress (Target Score=30)**: 46
- **Index 3 - Closing Performance Gaps (Target Score=28)**: 44
- **Index 4 - Postsecondary Readiness (Target Score=12)**: 33

### Campus Demographics

- **Campus Type**: Elementary
- **Campus Size**: 874 Students
- **Grade Span**: PK - 05
- **Percent Economically Disadvantaged**: 72.2
- **Percent English Language Learners**: 19.8
- **Mobility Rate**: 15.5

### State System Safeguards

- **Number and Percent of Indicators Met**
  - Performance Rates: 10 out of 10 = 100%
  - Participation Rates: 4 out of 4 = 100%
  - Graduation Rates: N/A
  - Total: 14 out of 14 = 100%

For further information about this report, please see the Performance Reporting Division website at http://ritter.tea.state.tx.us/perfreport/account/2015/index.html
Texas Education Agency
2017 Accountability Summary
Beatriz G Garza Middle (108913044) - Weslaco 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>
</thead>
<tbody>
<tr>
<td>1 - Student Achievement</td>
<td>2,274</td>
<td>3,021</td>
<td>75</td>
</tr>
<tr>
<td>2 - Student Progress</td>
<td>282</td>
<td>800</td>
<td>35</td>
</tr>
<tr>
<td>3 - Closing Performance Gaps</td>
<td>401</td>
<td>1,000</td>
<td>40</td>
</tr>
<tr>
<td>4 - Postsecondary Readiness</td>
<td>37.0</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>STAAR Score</td>
<td>N/A</td>
<td>37</td>
<td></td>
</tr>
<tr>
<td>Graduation Rate Score</td>
<td>N/A</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Graduation Plan Score</td>
<td>N/A</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Postsecondary Component Score</td>
<td>N/A</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Distinction Designation

- Academic Achievement in ELA/Reading
  - DISTINCTION EARNED
- Academic Achievement in Mathematics
  - NO DISTINCTION EARNED
- Academic Achievement in Science
  - NO DISTINCTION EARNED
- Academic Achievement in Social Studies
  - DISTINCTION EARNED
- Top 25 Percent Student Progress
  - NO DISTINCTION EARNED
- Top 25 Percent Closing Performance Gaps
  - DISTINCTION EARNED
- Postsecondary Readiness
  - DISTINCTION EARNED

Campus Demographics
Campus Type
Middle School

Campus Size
1,068 Students

Grade Span
06 - 08

Percent Economically Disadvantaged
76.0

Percent English Language Learners
24.2

Mobility Rate
12.9

Percent Served by Special Education
8.4

Percent Enrolled in an Early College High School Program
0.0

System Safeguards
Number and Percentage of Indicators Met

<table>
<thead>
<tr>
<th>Indicator</th>
<th>Number Met</th>
<th>Percentage Met</th>
</tr>
</thead>
<tbody>
<tr>
<td>Performance Rates</td>
<td>16</td>
<td>73%</td>
</tr>
<tr>
<td>Participation Rates</td>
<td>10</td>
<td>100%</td>
</tr>
<tr>
<td>Graduation Rates</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>26</td>
<td>81%</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

Performance Index Report

Index 1
Student Achievement (Target Score=60)
Points Earned: 75
Maximum Points: 100
Index Score: 37

Index 2
Student Progress (Target Score=30)
Points Earned: 35
Maximum Points: 40
Index Score: 35

Index 3
Closing Performance Gaps (Target Score=26)
Points Earned: 40
Maximum Points: 50
Index Score: 40

Index 4
Postsecondary Readiness (Target Score=13)
Points Earned: 37
Maximum Points: 50
Index Score: 37
Accountability Rating

**Met Standard**

<table>
<thead>
<tr>
<th>Met Standards on</th>
<th>Did Not Meet Standards on</th>
</tr>
</thead>
<tbody>
<tr>
<td>- Student Achievement</td>
<td>- NONE</td>
</tr>
<tr>
<td>- Student Progress</td>
<td></td>
</tr>
<tr>
<td>- Closing Performance Gaps</td>
<td></td>
</tr>
<tr>
<td>- Postsecondary Readiness</td>
<td></td>
</tr>
</tbody>
</table>

In 2016, 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>
</thead>
<tbody>
<tr>
<td>1 - Student Achievement</td>
<td>2,148</td>
<td>3,059</td>
<td>70</td>
</tr>
<tr>
<td>2 - Student Progress</td>
<td>283</td>
<td>800</td>
<td>35</td>
</tr>
<tr>
<td>3 - Closing Performance Gaps</td>
<td>341</td>
<td>1,000</td>
<td>34</td>
</tr>
<tr>
<td>4 - Postsecondary Readiness</td>
<td>34.0</td>
<td>N/A</td>
<td>34</td>
</tr>
</tbody>
</table>

**Distinction Designation**

- **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**: NO DISTINCTION EARNED
- **Top 25 Percent Student Progress**: NO DISTINCTION EARNED
- **Top 25 Percent Closing Performance Gaps**: NO DISTINCTION EARNED
- **Postsecondary Readiness**: NO DISTINCTION EARNED

**Campus Demographics**

- **Campus Type**: Middle School
- **Campus Size**: 1,077 Students
- **Grade Span**: 06 - 08
- **Percent Economically Disadvantaged**: 71.4
- **Percent English Language Learners**: 23.8
- **Mobility Rate**: 13.8

**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>
</tr>
<tr>
<td>Graduation Rates</td>
</tr>
<tr>
<td><strong>Total</strong></td>
</tr>
</tbody>
</table>

For further information about this report, please see the Performance Reporting Division website at https://rptsvr1.tea.texas.gov/perfreport/account/2016/index.html

TEA Division of Performance Reporting

Page 1

September 2016
Accountability Rating

Met Standard

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

Did Not Meet Standards on
- NONE

In 2015, 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

Index 1
Student Achievement (Target Score=60)
Point Earned: 69
Maximum Points: 2,076
Index Score: 69

Index 2
Student Progress (Target Score=28)
Point Earned: 35
Maximum Points: 600
Index Score: 35

Index 3
Closing Performance Gaps (Target Score=27)
Point Earned: 38
Maximum Points: 1,000
Index Score: 38

Index 4
Postsecondary Readiness (Target Score=13)
Point Earned: 26

Performance Index Summary

<table>
<thead>
<tr>
<th>Index</th>
<th>Points Earned</th>
<th>Maximum Points</th>
<th>Index Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 - Student Achievement</td>
<td>1,426</td>
<td>2,076</td>
<td>69</td>
</tr>
<tr>
<td>2 - Student Progress</td>
<td>211</td>
<td>600</td>
<td>35</td>
</tr>
<tr>
<td>3 - Closing Performance Gaps</td>
<td>383</td>
<td>1,000</td>
<td>38</td>
</tr>
<tr>
<td>4 - Postsecondary Readiness</td>
<td>26.0</td>
<td>N/A</td>
<td>26</td>
</tr>
</tbody>
</table>

Academic Achievement in Reading/ELA
NO DISTINCTION EARNED

Academic Achievement in Mathematics
NO DISTINCTION EARNED

Academic Achievement in Science
NO DISTINCTION EARNED

Academic Achievement in Social Studies
NO DISTINCTION EARNED

Top 25 Percent Student Progress
NO DISTINCTION EARNED

Top 25 Percent Closing Performance Gaps
NO DISTINCTION EARNED

Postsecondary Readiness
NO DISTINCTION EARNED

Campus Demographics

Campus Type: Middle School
Campus Size: 1,067 Students
Grade Span: 06 - 08
Percent Economically Disadvantaged: 56.8
Percent English Language Learners: 24.7
Mobility Rate: 12.4

State System Safeguards

Number and Percent of Indicators Met

- Performance Rates: 11 out of 19 = 58%
- Participation Rates: 7 out of 7 = 100%
- Graduation Rates: N/A

Total: 18 out of 26 = 69%

For further information about this report, please see the Performance Reporting Division website at http://ritter.tea.state.tx.us/perfreport/account/2015/index.html
**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>
</thead>
<tbody>
<tr>
<td>Index 1 - Student Achievement (Target Score=60)</td>
<td>69</td>
<td>100</td>
<td>69</td>
</tr>
<tr>
<td>Index 2 - Student Progress (Target Score=17)</td>
<td>22</td>
<td>100</td>
<td>22</td>
</tr>
<tr>
<td>Index 3 - Closing Performance Gaps (Target Score=30)</td>
<td>38</td>
<td>100</td>
<td>38</td>
</tr>
<tr>
<td>Index 4 - Postsecondary Readiness (Target Score=60)</td>
<td>79</td>
<td>100</td>
<td>79</td>
</tr>
</tbody>
</table>

---

**Performance Index Summary**

<table>
<thead>
<tr>
<th>Index</th>
<th>Points Earned</th>
<th>Maximum Points</th>
<th>Index Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 - Student Achievement</td>
<td>2,731</td>
<td>3,980</td>
<td>69</td>
</tr>
<tr>
<td>2 - Student Progress</td>
<td>177</td>
<td>800</td>
<td>22</td>
</tr>
<tr>
<td>3 - Closing Performance Gaps</td>
<td>304</td>
<td>800</td>
<td>38</td>
</tr>
<tr>
<td>4 - Postsecondary Readiness</td>
<td>12.6</td>
<td>21.8</td>
<td></td>
</tr>
<tr>
<td>STAAR Score</td>
<td></td>
<td>21.0</td>
<td></td>
</tr>
<tr>
<td>Graduation Rate Score</td>
<td>23.3</td>
<td>79</td>
<td></td>
</tr>
<tr>
<td>Graduation Plan Score</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Postsecondary Component Score</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---

**Distinction Designation**

- 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: NO DISTINCTION EARNED
- Top 25 Percent Student Progress: NO DISTINCTION EARNED
- Top 25 Percent Closing Performance Gaps: NO DISTINCTION EARNED
- Postsecondary Readiness: NO DISTINCTION EARNED

---

**Campus Demographics**

- Campus Type: High School
- Grade Span: 09 - 12
- Percent Economically Disadvantaged: 71.9
- Percent English Language Learners: 19.8
- Mobility Rate: 14.8
- Percent Served by Special Education: 8.3
- Percent Enrolled in an Early College High School Program: 7.8

---

**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>
</tr>
<tr>
<td>Graduation Rates</td>
</tr>
<tr>
<td>Total</td>
</tr>
</tbody>
</table>

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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
Accountability Rating

Met Standard

<table>
<thead>
<tr>
<th>Met Standards on</th>
<th>Did Not Meet Standards on</th>
</tr>
</thead>
<tbody>
<tr>
<td>- Student Achievement</td>
<td>- NONE</td>
</tr>
<tr>
<td>- Student Progress</td>
<td></td>
</tr>
<tr>
<td>- Closing Performance Gaps</td>
<td></td>
</tr>
<tr>
<td>- Postsecondary Readiness</td>
<td></td>
</tr>
</tbody>
</table>

In 2016, 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

Index 1
Student Achievement (Target Score=60)
Points Earned: 70
Index 2
Student Progress (Target Score=17)
Points Earned: 20
Index 3
Closing Performance Gaps (Target Score=30)
Points Earned: 37
Index 4
Postsecondary Readiness (Target Score=60)
Points Earned: 79

Performance Index Summary

<table>
<thead>
<tr>
<th>Index</th>
<th>Points Earned</th>
<th>Maximum Points</th>
<th>Index Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 - Student Achievement</td>
<td>3,091</td>
<td>4,400</td>
<td>70</td>
</tr>
<tr>
<td>2 - Student Progress</td>
<td>157</td>
<td>800</td>
<td>20</td>
</tr>
<tr>
<td>3 - Closing Performance Gaps</td>
<td>297</td>
<td>800</td>
<td>37</td>
</tr>
<tr>
<td>4 - Postsecondary Readiness</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>STAAR Score</td>
<td>11.6</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Graduation Rate Score</td>
<td>20.8</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Graduation Plan Score</td>
<td>22.4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Postsecondary Component Score</td>
<td>24.2</td>
<td>79</td>
<td></td>
</tr>
</tbody>
</table>

Distinction Designation

- 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: NO DISTINCTION EARNED
- Top 25 Percent Student Progress: NO DISTINCTION EARNED
- Top 25 Percent Closing Performance Gaps: NO DISTINCTION EARNED
- Postsecondary Readiness: NO DISTINCTION EARNED

Campus Demographics

- Campus Type: High School
- Campus Size: 2,521 Students
- Grade Span: 09 - 12
- Percent Economically Disadvantaged: 70.1
- Percent English Language Learners: 19.6
- Mobility Rate: 15.5

System Safeguards

- Performance Rates: 13 out of 22 = 59%
- Participation Rates: 11 out of 11 = 100%
- Graduation Rates: 4 out of 5 = 80%
- Total: 28 out of 38 = 74%

For further information about this report, please see the Performance Reporting Division website at https://rptsrv1.tea.texas.gov/perfreport/account/2016/index.html

TEA Division of Performance Reporting

Page 1

September 2016
Texas Education Agency
2015 Accountability Summary
Weslaco H S (108913001) - Weslaco ISD

Accountability Rating
Met Standard

<table>
<thead>
<tr>
<th>Met Standards on</th>
<th>Did Not Meet Standards on</th>
</tr>
</thead>
<tbody>
<tr>
<td>- Student Achievement</td>
<td>- NONE</td>
</tr>
<tr>
<td>- Student Progress</td>
<td></td>
</tr>
<tr>
<td>- Closing Performance Gaps</td>
<td></td>
</tr>
<tr>
<td>- Postsecondary Readiness</td>
<td></td>
</tr>
</tbody>
</table>

In 2015, 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>
</thead>
<tbody>
<tr>
<td>1 - Student Achievement</td>
<td>2,617</td>
<td>3,692</td>
<td>71</td>
</tr>
<tr>
<td>2 - Student Progress</td>
<td>160</td>
<td>800</td>
<td>20</td>
</tr>
<tr>
<td>3 - Closing Performance Gaps</td>
<td>306</td>
<td>800</td>
<td>38</td>
</tr>
<tr>
<td>4 - Postsecondary Readiness</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>STAAR Score</td>
<td>12.3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Graduation Rate Score</td>
<td>20.3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Graduation Plan Score</td>
<td>22.4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Postsecondary Component Score</td>
<td>24.2</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Performance Index Summary

<table>
<thead>
<tr>
<th>Index</th>
<th>Points Earned</th>
<th>Maximum Points</th>
<th>Index Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 - Student Achievement</td>
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<td></td>
<td></td>
</tr>
<tr>
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<td></td>
</tr>
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<td>Graduation Plan Score</td>
<td>22.4</td>
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<td></td>
</tr>
<tr>
<td>Postsecondary Component Score</td>
<td>24.2</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Distinction Designation

Academic Achievement in Reading/ELA
DISTINCTION EARNED

Academic Achievement in Mathematics
NO DISTINCTION EARNED

Academic Achievement in Science
NO DISTINCTION EARNED

Academic Achievement in Social Studies
NO DISTINCTION EARNED

Top 25 Percent Student Progress
NO DISTINCTION EARNED

Top 25 Percent Closing Performance Gaps
NO DISTINCTION EARNED

Postsecondary Readiness
NO DISTINCTION EARNED

Campus Demographics

Campus Type: High School
Campus Size: 2,454 Students
Grade Span: 09 - 12
Percent Economically Disadvantaged: 67.7
Percent English Language Learners: 17.7
Mobility Rate: 16.2

State System Safeguards

Number and Percent of Indicators Met

<table>
<thead>
<tr>
<th>Performance Rates</th>
<th>13 out of 21 = 62%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Participation Rates</td>
<td>11 out of 11 = 100%</td>
</tr>
<tr>
<td>Graduation Rates</td>
<td>4 out of 5 = 80%</td>
</tr>
<tr>
<td>Total</td>
<td>28 out of 37 = 76%</td>
</tr>
</tbody>
</table>

For further information about this report, please see the Performance Reporting Division website at http://ritter.tea.state.tx.us/perfreport/account/2015/index.html
1. **$11.9(c)(4) - Opportunity Index (Competitive HTC and Direct Loan Applications Only)**

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

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

<table>
<thead>
<tr>
<th>full service grocery store (1 mile)</th>
<th>№</th>
</tr>
</thead>
<tbody>
<tr>
<td>pharmacy (1 mile)</td>
<td>№</td>
</tr>
<tr>
<td>health-related facility (3 miles)</td>
<td>№</td>
</tr>
<tr>
<td>university or community college (5 miles)</td>
<td>№</td>
</tr>
<tr>
<td>indoor recreation facility available to public (1 mile)</td>
<td>№</td>
</tr>
<tr>
<td>outdoor recreation facility available to public (1 mile)</td>
<td>№</td>
</tr>
<tr>
<td>delivered meals service</td>
<td>№</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>full service grocery store (1 mile)</th>
<th>№</th>
</tr>
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<tbody>
<tr>
<td>pharmacy (1 mile)</td>
<td>№</td>
</tr>
<tr>
<td>health-related facility (3 miles)</td>
<td>№</td>
</tr>
<tr>
<td>university or community college (5 miles)</td>
<td>№</td>
</tr>
<tr>
<td>indoor recreation facility available to public (1 mile)</td>
<td>№</td>
</tr>
<tr>
<td>outdoor recreation facility available to public (1 mile)</td>
<td>№</td>
</tr>
<tr>
<td>delivered meals service</td>
<td>№</td>
</tr>
</tbody>
</table>

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

**Application is seeking points for Opportunity Index.**

**Total Points Claimed:** 7

*If necessary, provide a brief summary of how the Development Site is justifying the points selected:*
2. **$11.9(c)(5) - Underserved Area (Competitive HTC and Direct Loan Applications Only)**

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

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

Contiguous Census Tract #

Total Points Claimed: 3

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: 11 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):

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

OR
Development is in a Rural Area. Rehabilitation Demolition/Reconstruction

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

AND

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

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

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

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

Application is seeking points for Concerted Revitalization. Total Points Claimed: 5.

Application is seeking points for Declared Disaster Area. Total Points Claimed: 6.

Application meets all of the following requirements:

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

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

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

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

Application includes a DETAILED narrative description of each piece of evidence provided and how that evidence proves that the Applicant will close all financing and fully execute the construction contract on or before October 31, 2018.

A map showing the Development Site, scale showing radius, location of the amenities, and evidence that the amenity meets all requirements of the rule, as applicable, is included behind this tab.

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

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

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

Application is seeking points for Concerted Revitalization. Total Points Claimed: 5.

Application is seeking points for Declared Disaster Area. Total Points Claimed: 6.

Application meets all of the following requirements:

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

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

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

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

Application includes a DETAILED narrative description of each piece of evidence provided and how that evidence proves that the Applicant will close all financing and fully execute the construction contract on or before October 31, 2018.

A map showing the Development Site, scale showing radius, location of the amenities, and evidence that the amenity meets all requirements of the rule, as applicable, is included behind this tab.

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

Application is seeking points for Readiness to Proceed. Total Points Claimed: 0

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

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

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

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

Application meets all of the following requirements:

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

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

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

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

Application includes a DETAILED narrative description of each piece of evidence provided and how that evidence proves that the Applicant will close all financing and fully execute the construction contract on or before October 31, 2018.

Application is seeking points for Readiness to Proceed. Total Points Claimed: 0
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](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](https://www.neighborhoodscout.com)

- Print-out from THECB website confirming accreditation of university or community college
  - [http://www.txhighereddata.org/Interactive/Institutions.cfm](http://www.txhighereddata.org/Interactive/Institutions.cfm)

- Evidence 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)
  - For Colonia:
    - Evidence from Attorney General of Colonia boundaries; and
    - [https://www.texasattorneygeneral.gov/cpd/colonias](https://www.texasattorneygeneral.gov/cpd/colonias)
    - Letter from the appropriate local government official or other evidence that the colonia lacks infrastructure and the Development will enable the current dwellings to connect to such infrastructure; and
    - Map showing development site boundaries, relative to Colonia boundaries, and distance from Rio Grande river border.
  - For Economically Distressed Areas:
    - A letter or correspondence from Texas Water Development Board indicating the boundaries of the EDA; and
    - Map showing development site boundaries, relative to EDA boundaries.
  - For other items:
    - Development must be awarded 2002 or earlier for 15-year threshold and 1987 or earlier for 30-year threshold.
    - The Site Demographic Characteristics Report is posted on the Department’s website at [http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm](http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm)
    - Map with Development Site boundaries indicated, relative to census tract boundaries
    - Map with census tract boundaries indicated, relative to boundaries of incorporated area, if applicable
    - Map with all contiguous census tracts, if applicable

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

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

**Rural:**
- n/a Current rent roll
- n/a Evidence Development constructed 25 or more years prior to application (1992 or earlier)
- n/a Evidence Development is public housing or affordable housing supported by USDA, HUD, HOME or CDBG
- n/a 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.
- n/a Resolution from appropriate Governing Body describing concerted revitalization effort and identifying Development as contributing more than any other to such effort.
- n/a For each amenity, supporting documentation to evidence that the amenity meets each Opportunity Index requirement for the amenity

**Declared Disaster Area:**
- x The county in which the Development Site is located is listed on the 2018 List of Declared Disaster Areas (no further documentation is required).
  
  The List of Declared Disaster Areas is posted on the Department’s website at
  
  [http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm](http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm)

- x 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).
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
- Documentation from lender of the lenders’ critical path schedule for underwriting and approval including when application fees will be paid and third party reports reviewed.
- Evidence from lender that the lenders’ third party reports have been ordered
- Signed architect contract
- Critical path schedule with specific anticipated date for each milestone for site development and building permitting from the architect of record
- Permit-ready architectural plans
- Evidence that Site Plan has been submitted for permit and received by the appropriate permitting authority
- Description from architect of record of current stage of architectural plans
- Evidence that site development permit application has been submitted and received by the appropriate permitting authority
- Description of timing for property acquisition
- Description of timing for construction permits
## Opportunity Index-Midway Villas

**Opportunity Index Data (§11.9(c)(4) of the 2018 Qualified Allocation Plan)**

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

<table>
<thead>
<tr>
<th>Region</th>
<th>Census Tract</th>
<th>County</th>
<th>County FIPS</th>
<th>Poverty Rate</th>
<th>Median Poverty Rate by Region</th>
<th>Poverty Rate Rank</th>
<th>Median Income - Household</th>
<th>Q3 Income &gt;</th>
<th>Q2 Income &gt;</th>
<th>Q1 Income &gt;</th>
<th>Median Household Income Quartile</th>
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<td>24449</td>
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<td>40744.25</td>
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</table>
Community Asset Factors 11.9(c)(4)(B)
Midway Villas – Midway North

½ Mile Park on Accessible Route

½ Mile Public Transportation on Accessible Route

1 Mile Full Service Grocery Store/Pharmacy
H-E-B Grocery
310 N Westgate Dr
Weslaco, TX 78596

1 Mile Pharmacy
H-E-B Pharmacy
310 N Westgate Dr
Weslaco, TX 78596
Walgreens
1701 W Business 83
Weslaco, TX 78596

3 Miles of a Health Related Facility
Knapp Medical Center
1401 E 8th St
Weslaco, TX 78596

2 Miles of a Licensed Daycare
N/A

Property Crime Rate of 26/1000 Persons
N/A

1 Mile of Public Library
N/A

5 Miles of University/Community College
South Texas College - Mid-Valley Campus
400 N Border Ave-Sit
Weslaco, TX 78596

Educational Attainment*
N/A

1 Mile Indoor Recreation
Planet Fitness
1901 W Expy 83 #900
Weslaco, TX 78596
Cinemark Movies 10
2113 W Expy 83,
Weslaco, TX 78596

1 Mile Outdoor Recreation
Don-Wes Flea Market
208 N Victoria Rd
Donna, TX 78537

1 Mile Community/Civic/Service Organization
N/A

Service Area of Meals on Wheels/Non-Profit Service
LRGVDC Area Agency on Aging
301 West Railroad
Weslaco, TX 78596
Five Mile Community Assets-Midway Villas

Five Mile Radius

Midway Villas-Site

South Texas College-Mid-Valley Campus

LRGVDC Area on Aging-Meals on Wheels
HEB Grocery/Pharmacy Radius

Map Length: 0.78 Miles
Ground Length: 0.78
Headings: 142.92 degrees
<table>
<thead>
<tr>
<th>Category</th>
<th>Subcategories</th>
<th>Items Available</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bakery</td>
<td>Breads, Cakes, Desserts</td>
<td>1049</td>
</tr>
<tr>
<td>Grocery</td>
<td>Snacks and Candy, Soup and Meals, Bread and Tortillas</td>
<td>25126</td>
</tr>
<tr>
<td>Deli</td>
<td>Deli Meat, Deli Cheese, Hummus and Dips</td>
<td>1516</td>
</tr>
<tr>
<td>Wine</td>
<td>Red, White, Rose</td>
<td>2654</td>
</tr>
<tr>
<td>Fruit and Vegetables</td>
<td>Fruit, Vegetables</td>
<td>1801</td>
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<tr>
<td>Meat and Seafood</td>
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<tr>
<td>Dairy</td>
<td>Yogurt, Cheese</td>
<td>3106</td>
</tr>
<tr>
<td>Frozen Food</td>
<td>Ice Cream, Desserts</td>
<td>3822</td>
</tr>
</tbody>
</table>
H-E-B Grocery
4.4 ★★★★★ - 300 reviews - 9
Grocery Store

310 N Westgate Dr, Weslaco, TX 78596
heb.com
(956) 447-5901
Open now: 6AM-12AM

Popular times
Thursdays

A little busy

Google
Walgreens Store #10551
1701 W BUSINESS 83
Weslaco, TX 78596
956-447-3781

Cross streets: Southwest corner OF WESTGATE & BUS. HWY 83

Store & Photo Hours
Thu Jan 4  7AM - 11PM
Fri Jan 5  7AM - 11PM
Sat Jan 6  7AM - 11PM

Pharmacy Hours
Thu Jan 4  8AM - 10PM
Fri Jan 5  8AM - 10PM
Sat Jan 6  9AM - 6PM

Pharmacy Services
Prescriptions
116 years of experience and still innovating how you fill prescriptions

Shop Services
Search products at this store

Photo Services
Order Prints
Passport Photos
Photo Cards
Drugstore chain with health & beauty items, plus first-aid supplies & some household products.

1701 W Business 83, Weslaco, TX 78596
walgreens.com
(956) 447-3781
Open now: 7AM - 11PM

Popular times

Thursdays

Walgreens Pharmacy
An Overview of Our Services

- 24 Hour Emergency Department
  - Advanced (Level III) Trauma Center
  - Minor Care Services
- Adult Medicine
- Cardiology
- Critical Care/ICU
- Inpatient and Outpatient Surgery
- Pediatrics
- Women’s Health
- Obstetrics/Gynecology
- Neonatal Care
- Outpatient Center that provides over 400 services, including...
  - All Digital Imaging
  - Cardiopulmonary
  - Diabetes Education
  - Endoscopy Procedures
  - Gastroenterology (GI)
  - Hospice Care
  - Laboratory
  - Nutrition Counseling
  - Rehabilitation
  - Women’s Health Services
Knapp Medical Center has almost 200 physicians on the medical staff, all independent professional practitioners representing 40 different specialties.

Knapp employs a skilled and caring staff of approximately 1,000.

We have more than 250 volunteers, including Junior volunteers who donate their time during the summer.

Knapp Medical Center has all the medical services you and your family need. It's your choice, so ask your doctor to send you to Knapp for all your healthcare needs.

*Region is the McAllen-Edinburg-Mission, TX Census Bureau Statistical Area as defined by the federal government's Office of Management and Budget
Use the map below to locate a college near you. Enter your address below and click "Go!" or explore the map!

South Texas College - Mid-Valley
Public Community Colleges
http://www.southtexascollege.edu
Apply Now!
Mid-Valley Campus – Weslaco

Expand opportunities for students to pursue high-wage, high-demand careers and accommodate future student enrollment growth.

Construction Projects planned for Mid-Valley Campus

<table>
<thead>
<tr>
<th>Projects</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construct health professions, STEM (Science, Technology, Engineering, and Math) and academic program related classrooms and labs</td>
<td>$24,024,365</td>
</tr>
<tr>
<td>Expand facilities for:</td>
<td>$10,162,904</td>
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<tr>
<td>• Workforce training for high-wage, high demand employment</td>
<td></td>
</tr>
<tr>
<td>• Library</td>
<td></td>
</tr>
<tr>
<td>• Student advising and student services</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>$34,187,269</td>
</tr>
</tbody>
</table>

Note: Project costs are preliminary and include related parking, utilities, site work, computer technology, fixtures, furniture, equipment, and design fees.

Project At Glance

- Health Professional & Science Building
- Library Expansion
- Parking & Site Improvements
- Student Services Building Expansion
- Thermal Plant
- Workforce Training Center Expansion

Fast Facts

- Master Plan
- Frequently Asked Questions
- Election Info

Bond Projects

- Pecan Campus
- Nursing & Allied Health Campus
- Technology Campus
- Mid-Valley Campus
- Starr County Campus
- Regional Center for Public Safety Excellence
- La Joya Teaching Center
South Texas College > Academics > Academic Programs & Majors

Academic Programs & Majors

Bachelor Programs »
- Computer & Information Technologies
- Technology Management
- Medical and Health Services Management
- Organizational Leadership

Business & Technology »
- Administrative Office Careers
- Architectural & Engineering Design Technology
- Automotive Technology
- Business Administration
- Business Administration - Transfer
- Computer and Advanced Technologies
- Construction Program
- Culinary Arts
- Diesel Technology
- Electrician Technology
- Fire Science Program
- Heating, Ventilation, A/C & Refrigeration
- Human Resources
- Information Technology
- Law Enforcement
- Manufacturing Technology
- Paralegal
- Welding Technology

Liberal Arts »
- Art
- Communication
- Drama
- English
- History
- Interdisciplinary Studies
- Mexican American Studies
- Music
- Philosophy
- Language & Cultural Studies

Math & Science »
- Biology
- Computer Science
- Mathematics Department
- Physics
- Chemistry
- Engineering

Nursing & Allied Health »
- Associate Degree Nursing
- Diagnostic Medical Sonography
- Emergency Medical Technology
- Health & Medical Administrative Services
- Medical Assistant Technology
- Occupational Therapy Assistant
- Patient Care Assistant
- Pharmacy Technology
- Physical Therapist Assistant
- Radiologic Technology
- Respiratory Therapy
- Vocational Nursing

Social & Behavioral Sciences »
- American Sign Language & Interpreter Studies
- Anthropology
- Child Development
- Criminal Justice
- Education
- Kinesiology
- Political Science
- Psychological Science
- Public Administration
- Social Work
- Sociology

Click to Chat:
- General Information: 855-Go-To-STC
- Office of Admissions: Phone: 956-872-8323
- Office of Financial Aid: Phone: 956-872-8375, Fax: 956-872-6461
- Advising Center: Phone: 956-872-8372
- Welcome Center: Academic Advising
- Financial Aid: Start your free application
- Academic Programs & Majors: https://www.southtexascollege.edu/academics/programs/index.html

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ACCREDITATION
South Texas College is accredited by the Southern Association of Colleges and Schools Commission on Colleges to award the Baccalaureate and Associate degrees. Contact the Commission on Colleges at 1866 Southern Lane, Decatur, Georgia 30033-4097 or call 404-679-4500 for questions about the accreditation of South Texas College.

STATEMENT OF EQUAL OPPORTUNITY
No person shall be excluded from participation in, denied the benefits of, or be subject to discrimination under any program or activity sponsored or conducted by South Texas College on the basis of race, color, national origin, religion, age, sex, gender, disability, genetic information or veteran status.

While this publication was prepared on the basis of the best information available at the time, South Texas College reserves the right to change any information, including tuition and fees, course offerings and admissions requirements without notice or obligation in keeping with policies approved by the Board of Trustees of South Texas College. FY2014-2015 CT, 8/2015.
As of July 1, 2011, Federal Title IV regulations require all institutions of higher education to disclose completion and cost information about non-degree programs leading to gainful employment in a recognized occupation. Information about Gainful Employment programs is available at http://academicaffairs.southtexascollege.edu/degreeplans/certificates.html.

MESSAGE FROM THE PRESIDENT

This Viewbook was produced with you in mind. It provides a brief overview of the many opportunities South Texas College provides for your career and professional preparation. You will find South Texas College conveniently located near your home with three campuses in McAllen, one in Weslaco and one in Rio Grande City. So, you will not have to travel far for a quality, affordable education.

As you browse through this Viewbook, you will find that South Texas College offers more than 118 degree and certificate program options for your consideration in a variety of nursing and allied health, business, liberal art, math, social science and technology pathways that lead to good paying, rewarding careers. Dedicated students can earn certificates in as little as one year or an associate degree in two years, gaining skills that lead to direct entry into high-skill, high-wage jobs.

If you find that your current lifestyle keeps you from attending classes on campus, South Texas College Online allows you to take courses anytime, anywhere, from the comfort of your home or office, or even at the beach.

You can select from more than 500 courses in a wide variety of subjects that may apply to earning one of 29 certificates and associate degrees, in addition to three applied bachelor’s degrees, all available online. South Texas College Online offers all of the same services as our traditional campuses including advising, career placement, counseling, library services and so much more.

South Texas College is very proud to be one of three community colleges in the state of Texas accredited to offer the Bachelor of Applied Technology Degrees. Students can pursue a degree in Technology Management, Computer and Information Technologies, Medical and Health Services Management, and a new Bachelor of Applied Science in Organizational Leadership.

For those life-long learners who wish to simply refresh their current skills or acquire new skills, you can enroll in one of the College’s many continuing and professional education classes.

South Texas College also offers workforce training and first-class customized training in response to the needs of businesses and industries in our area.

South Texas College offers a wide array of services to ensure your success including advisement, counseling, disability assistance, dual enrollment, financial aid, student life and tutoring in most every subject, just to name a few.

South Texas College is the best choice for your higher education and career preparation. More information about the College is within your fingertips at www.southtexascollege.edu.

I look forward to seeing you among the thousands of students who walk through our doors every semester and encourage you to become a proud South Texas College Jaguar soon!

SHIRLEY A. REED, M.B.A., E.D.D.
President
DEGREES AND CERTIFICATES

For the 2015-2016 academic year South Texas College has 118 degrees and certificates available to its students: four Baccalaureate degrees, one Associate of Arts Degree in 19 fields of study, one Associate of Arts in Teaching in three fields of study, one Associate of Science Degree in eight fields of study, 29 Associate of Applied Science Degrees, and 55 Certificates.

BUSINESS & TECHNOLOGY
bt.southtexascollege.edu

ASSOCIATE OF ARTS DEGREE
FIELDS OF STUDY
• Business Administration-Transfer Plan

ASSOCIATE OF APPLIED SCIENCE DEGREES
• Administrative Office Assistant
• Automotive Technology
  Specializations:
  ➤ GM-ASEP
• Business Administration
  Specializations:
  ➤ Accounting
  ➤ Import/Export/Logistics
  ➤ Management
  ➤ Marketing
• Computer Aided Drafting and Design Technology
  Specializations:
  ➤ Architectural Drafting
  ➤ Civil Drafting
  ➤ Design and Technical Graphics
• Computer and Advanced Technologies
  Specializations:
  ➤ Computer Maintenance Technology
  ➤ Computer Support Specialist
• Construction Supervision
• Culinary Arts
• Diesel Technology
• Electrician Technology
• Fire Science Technology

• Heating, Ventilation, Air Conditioning and Refrigeration Technology
• Human Resource Specialist
• Information Technology
  Specializations:
  ➤ Computer Specialist
  ➤ Information Security/Digital Forensics Specialist
  ➤ Networking Specialist
• Law Enforcement
• Legal Office Management
• Paralegal
• Precision Manufacturing Technology

CERTIFICATES
• Accounting Clerk
• Architectural Drafting
• Automotive Technology
• Basic Firefighter
• Basic Peace Officer
• Civil Drafting
• Combination Welding
• Commercial Baking
• Commercial Cooking
• Computer and Information Technologies Specialist
• Computer and Internet Specialist
• Computer and Network Specialist
• Computer Applications Specialist
• Computer Maintenance Specialist
• Computer Support Specialist
• Construction Supervision Assistant
• Design and Technical Graphics
• Diesel Technology
• Electrician Assistant
• Employee and Labor Relations Assistant
• Ford Youth and Adult Training Program
• Heating, Ventilation, Air Conditioning and Refrigeration Technology
• Human Resource Assistant
• Import/Export
• Information Security/Digital Forensics Specialist
• Legal Office Specialist
• Logistics
• Management
• Marketing
• Mechatronics
• Multimedia Specialist
• Office Specialist
• Payroll Assistant
• Precision Manufacturing Technology
• Precision Manufacturing Technology-Fast Start**
• Recruiter Assistant
• Structural Welding
• Telecommunication Technology Specialist
• Voice and Data Technician**

**Pending approval from the Southern Association of Colleges and Schools Commission on Colleges
ASSOCIATE OF ARTS DEGREES
FIELDS OF STUDY
Fine and Performing Arts
• Drama
• Graphic Arts
• Music
• Visual Arts
Humanities
• English
• History
• Interdisciplinary Studies
• Language and Cultural Studies
• Mexican-American Studies
• Philosophy
Social and Behavioral Sciences
• Anthropology
• Communication
• Criminal Justice
• Kinesiology
• Political Science
• Psychology
• Social Work
• Sociology

ASSOCIATE OF ARTS IN TEACHING
FIELDS OF STUDY
• EC-6 Generalist
• 4-8 Generalist
• Grades 8-12

ASSOCIATE OF APPLIED SCIENCE DEGREES
• American Sign Language and Interpreter Studies
  Specializations:
  ▶ Deaf Support Specialist
  ▶ Sign Language Interpreter
• Child Development
• Public Administration

CERTIFICATES
• Administration of Early Childhood Programs
• Child Development Specializations:
  ▶ Infant and Toddler
  ▶ Pre-School
• Trilingual Interpreter (Enhanced Skills Certificate)

MATH, SCIENCE & BACHELOR PROGRAMS
ms.southtexascollege.edu

ASSOCIATE OF SCIENCE DEGREES
FIELDS OF STUDY
• Biology
• Chemistry
• Computer Information Systems
• Computer Science
• Engineering
• Mathematics
• Physics
• Pre-Pharmacy

BACCALAUREATE PROGRAMS
academicaffairs.southtexascollege.edu/bachelor/

BACHELOR OF APPLIED SCIENCE IN:
• Organizational Leadership

BACHELOR OF APPLIED TECHNOLOGY IN:
• Computer and Information Technologies
• Medical and Health Services Management
• Technology Management

NURSING & ALLIED HEALTH
nah.southtexascollege.edu

ASSOCIATE OF APPLIED SCIENCE DEGREES
• Associate Degree Nursing
  ▶ LVN/ADN Transition
  ▶ Paramedic to RN
• Emergency Medical Technology- Paramedic
• Health Information Technology
• Medical Assistant Technology
• Occupational Therapy Assistant
• Pharmacy Technology

• Physical Therapist Assistant
• Radiologic Technology
• Respiratory Therapy

CERTIFICATES
• Diagnostic Medical Sonography (Advanced Technical Certificate)
• Electronic Health Record Specialist
• Emergency Medical Technology- Basic
• Emergency Medical Technology- Intermediate
• Emergency Medical Technology- Paramedic*
• Medical Assistant Technology
• Medical Coding Specialist
• Medical Information/Transcription Specialist
• Medical Office Specialist
• Patient Care Assistant
• Pharmacy Technology
• Vocational Nursing

* This is a two-year certificate
ABOUT

We strive to create a workout environment where everyone feels accepted and respected. That's why at Planet Fitness Weslaco, TX we take care to make sure our club is clean and welcoming, our staff is friendly, and our certified trainers are ready to help. Whether you're a first-time gym user or a fitness veteran, you'll always have a home in our Judgement Free Zone™.

→ Employment Opportunities
→ Member Survey
→ Find us on Facebook

Get Directions
Whether you’re looking for a classic $10 membership or the additional perks of a PF Black Card®, we’ve got a membership option that fits your needs. All Planet Fitness members can enjoy PF-only benefits like fitness training and the ability to work out in our Judgement Free Zone® whenever you want, as often as you like. PF Black Card® members can make use of additional amenities like bringing a guest for free, use of any PF location, unlimited Hydromassage and more. And of course, our friendly club staff are always available to offer assistance and cheer you on.

<table>
<thead>
<tr>
<th>Membership Option</th>
<th>No Commitment* Join Now &amp; Save!</th>
<th>Get the PF Black Card!</th>
</tr>
</thead>
<tbody>
<tr>
<td>$10 Per month</td>
<td>$10</td>
<td>$21.99*</td>
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<tr>
<td>Free Fitness Training</td>
<td>✓</td>
<td>✓</td>
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<tr>
<td>Free Wifi*</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Free T-Shirt*</td>
<td>✓</td>
<td>✓</td>
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</tbody>
</table>

Explore our Membership options:

- Unlimited Access to Home Club
- Free Fitness Training
- Free Wifi*
- Free T-Shirt*
AMENITIES

**RECIPROCAL USE OF ALL PLANET FITNESS® FRANCHISE LOCATIONS**

As a PF Black Card® member, you’ll have the ability to use any of our 1,400+ locations.

**UNLIMITED GUEST PRIVILEGES AT ALL PLANET FITNESS LOCATIONS**

Working out is better with a buddy. PF Black Card® members can bring a guest for free!

**UNLIMITED USE OF HYDROMASSAGE**

One of our most popular PF Black Card® benefits. HydroMassage beds offer a relaxing massage experience.

**USE OF TANNING**

An exclusive benefit for PF Black Card® members.

**UNLIMITED TOTAL BODY ENHANCEMENT**

This all-natural red and infrared light therapy treatment is a benefit for PF Black Card® members.

**UNLIMITED USE OF MASSAGE CHAIRS**

With a PF Black Card® membership, you can relax and unwind after your workout (or before – we don’t judge).

**1/2 PRICE COOLER DRINKS (RESTRICTIONS MAY APPLY)**

Staying hydrated is key to a great workout. PF Black Card® members get 50% off select beverages.

**PF BLACK CARD T-SHIRT**

Membership has its benefits – like a comfortable, stylish free tee.
Theatres Near 78596

Cinemark Movies 10
Weslaco, TX 1.7 miles

Cinemark Movie Bistro - Edinburg
Edinburg, TX 14.6 miles

Cinemark Movies 6
McAllen, TX 15.8 miles

Cinemark Pharr Town Center and XD
Pharr, TX 13.8 miles

Cinemark Hollywood USA
McAllen, TX 15.3 miles

Cinemark 16 and XD
Harlingen, TX 16.8 miles

Narrow Your Selection

Technologies
- Cinemark XD
- IMAX

Seats
- Luxury Loungers
- Stadium Seating
- D-Box

Food & Drink
- Expanded Menu
- Bar / Alcohol
Cinemark Movies 10

**Insidious: The Last Key**
- PG-13
- 103 min
- Details
- Trailer
- Digital Cinema
- Reserved Seating
- 7:00pm, 7:30pm, 9:00pm, 9:45pm, 10:15pm

**Jumanji: Welcome to the Jungle**
- PG-13
- 119 min
- Details
- Trailer
- 7:00pm, 7:30pm, 9:00pm, 9:45pm, 10:15pm
Chain of movie theaters, some with multiple screens, stadium seats & self-service ticketing kiosks.

2119 W Expy 83, Weslaco, TX 78596

(956) 968-8437

cinemark.com

Claim this business

Suggest an edit

Review summary

4.5

Cinemark Movies 10
Don Wes Flea Market in the Rio Grande Valley of South Texas. We are conveniently located near you anywhere in the RGV at Victoria Rd and Bus. Hwy 83 in Donna, Texas.

3210 E Business Hwy 83 in Donna

Contact Debbie or Jim at Don Wes Flea Market today. Phone: (956) 464-3502...Email: debbie@donwesfleamarket.net

3210 E Business Hwy 83
Donna, TX 78537 US
Every year thousands of people come to Don Wes Flea Market, not just to shop, but to enjoy live music entertainment and other events. Located on the edge of Donna, TX and Weslaco, TX, the RGV’s largest indoor, outdoor fleamarket is visited by Winter Texans & Locals from October through April.

Live music inside and outside as well as a variety of other events helps to keep them coming back year after year. If you would like more information regarding scheduling your event at Don Wes Flea Market, contact Debbie or Jim today. Music performances are from 11:00 to 3:00.

Phone: 956-464-3502…Email debbie@donwesfleamarket.net

Lynn Dvorak

This veteran singer/songwriter/band-leader & multitalented musician has entertained audiences around the U.S for more than 40 years. Combine Lynn’s versatility on the keyboard with his touching vocal qualities enabling him to sing many of your favorites along with a bit of good clean humor, and you have an evening of song, dance & just plain “fun” that you will long remember and treasure.

For Bookings: lynk@conpoint.com

Outside on Pavilion from 11:00 to 3:00 pm

Nov 11th & 26th
Dec 3rd & 23rd
Jan 7th & 27th
Feb 3rd & 28th
Mar 4th & 14th
Nominated for Male Vocalist of the Year in Texas in 2014, Jeff Gordon's outstanding vocal ability allows him to sing country to 50/60/70's Rock & Roll, to Elvis, to Louis Armstrong, to Dean Martin, to Tom Jones--a true variety show entertainer!
He intrigues audiences young and old with his powerful voice that changes as he does each artist. Close your eyes and you will swear that Tom Jones, Conway Twitty, Elvis or Marty Robbins is entertaining you. His versatility, spontaneity and style will capture your heart.

Jeff has over 5,000 songs in his repertoire. On the country side, you'll hear Alabama, Tracy Byrd, George Strait, Ronnie Milsap, Alan Jackson, Brooks & Dunn, Johnny Cash, Garth Brooks, Hank Williams Jr. just to name a few. Then, if you're looking for some of your favorite rock songs from the 50's, 60's, 70's you'll hear Johnny Rivers, Neil Diamond, Buddy Holly, Roy Orbison, etc.

Please visit the web site: JeffGordonShows.com or call (417) 365-1604 for Bookings

Schedule at Don Wes Flea Market

Singing from 11:00 noon until 3:00 pm

February 7th - Outside on Pavilion
February 28th - Inside Restaurant

Carlos R Canas

Singing Only the Very Best Oldies

American Standards, Country Classics, 50's Rock & Roll, Easy Listening 40's-70's

Carlos is available statewide for Dances, Reunions, Retirement Communities, RV Resorts, Dinner Music, Special Events or Sing-A-Longs

Over 35 years singing experience

for bookings: thegrottosanbenito@gmail.com or call 956-241-1967

11:00 to 3:00

Nov 4th & 19th
Dec 16th
Jan 20th & 24th
Feb 18th & 21st
The Cowboy & Hobo Show

Nov 18th
Dec 10th & 30th
Jan 17th & 28th
Feb 11th
Mar 10th

For Bookings - Texas 956-994-0421 www.cactuswillie.net

GORDY & DEBBIE
Gordy & Debbie are from Branson, MO - they each have spent the last twenty-five years in the entertainment industry. They first met in 2005 and by 2006 their love for music and each other grew into a husband and wife signing duo. They also have made appearances on several Branson stages - The Gordy and Debbie Show at the Branson Mall Center Stage. The Jackson Cash Show (Johnny Cash Tribute) at the Caravelle Theatre. Branson Country USA, a nationally syndicated LIVE radio show, broadcast from the Grand County Theatre. The Turk Creek Opry at the IMAX Little Opry Theatre, as well as their own show recorded LIVE at the Jim Stafford Theatre.

Gordy and Debbie perform an upbeat variety of country, 50's & 60's, gospel and patriotic music, splashed with a little comedy, tailored to please audiences of all ages. With a state of the art sound and lighting system they can bring the Branson show experience to your venue at an affordable price

For Bookings: gordy@gordyanddebbie.com or call (417) 231-3166

11:00 to 3:00 pm

February 10th outside on Pavilion
Mario Rosales was born and raised in Southern California, one of eleven children in a very musical family. He began playing piano and violin at the age of five and later learned to play the clarinet, saxophone and guitar.

Mario has spent many years as an actor, voice-over artist and stand-up comedian in Hollywood, California. He also worked in radio as a talk show host.

In 2004 he chose singing as his main career path which eventually led him to his current home in Las Vegas, NV.

Mario’s shows include his amazing impression of the late great comedian Rodney Dangerfield and a very electric selection of music encompassing several musical genres.

Performing Outside on Pavilion
11:00 to 3:00
January 14th

Hired Hands

Regan James - Hired Hand is fairly new to the Rio Grande Valley and is attracting attention at different venues with high energy, great entertainment, and music. Regan James (Swedeen) lives in Minnesota with his wife Char in the Summer months and has made his home in the
Valley since 2013. In the Winter time, Regan James plays bass for the Valley’s “Sipe and the Country Playboys” and for Ohio’s “David Church’s” very popular “Hank Williams” show in the Valley.

Regan James also appeared with David Church on RFD-TV’s Midwest Country Show, as well as Connie Lee and Friends radio and TV show at Tennessee Roadhouse, Alexandria, MN. In Minneapolis, Regan James plays bass & sings vocals in the popular band Country Doctors, named Best Country Show 2002 in City Pages publication. Members of the Country Doctors have been playing together for 16 years. During the Winter months the Country Doctors bring in a sub bass player for Regan but is welcomed back every summer after returning from the Valley.

Regan James has performed in shows with national stars as Ray Price and has played bass guitar for Lynn Anderson, Tommy Cash, Marvin Rainwater, Sherwin Linton, David Church and Connie Lee. Regan prides himself in his ability to sing in all genres of music including Classic Country, newer Country, and 50’s through 80’s Rock music. He believes the most important thing is entertaining the crowd and learning and playing their requests!

Booking dances and shows in the Valley; no venue is too big or too small. Last fall Regan completed his “Livin’ The Dream” CD (14 songs). He has received very positive feedback on it and is available for sale at his shows. Be sure to check out the Regan James/Hired Hand Bank; you won’t be disappointed!

Music from 11:00 noon until 3:00 pm

Jan 14th
Feb 10th
Mar 18th

Jim Staton

Specializing in dance music and shows, Jim sings and plays lead guitar to a variety of Country Rock, and Popular music from the past to the present. He has been a hit with Winter Texan’s since he arrived in the Rio Grande Valley in 2009 and now lives in Weslaco, full time.

During his forty year musical career he has performed throughout the US, including several engagements at the original Gold Nugget in Las Vegas, NV. and in Branson. He completed four musical tours overseas, for the US Air Force and had the opportunity to perform with several well known artists including: Wanda Jackson, Bob Willis, Roy Clark, Sammit Smith and Gunil Hutton among others.
Jim's song list is comprised of more than 800 selections with more added every season and request are welcome. Sound quality is provided through the newest equipment available from Bose.

We invite you to come out and enjoy the professional upbeat performances for your listening and dancing pleasure.

Now booking for the 2015-2016 season for more information please call (620) 229-4197 or (620) 229-4145 or jimstaton@att.net

Performing at Don Wes on the following dates: 11:00 to 3:00 pm

Nov 1st & 18th
Dec 6th & 23rd
Jan 7th & 24th
Feb 7th & 21st
Mar 3rd & 14th

DeAnna Nelson

Deanna has always loved music and started doing shows in 2008 at parks in the Rio Grande Valley, including the Rio Valley Opry with Jack Nelson and his band, the Music Festival and other venues as well.

Deanna performs a wide variety of music which includes Standards, Country, Jazz, Big Band, 50's - 60's Rock n Roll, and even a little Polka.

Deanna has done programs such as shows for 50th Anniversaries and Luau parties in the Rio Grande Valley

Summer time in Michigan is spent forming with several different artist and groups at the Outdoor Concerts, The Mint Festival, County Fair and several Nursing Homes, Assisted Living and Long Term Care Facilities.

For Bookings call (517) 242-5127 - Performances will be inside restaurant from 11:00 pm to 3:00 pm

Nov 8th & 29th
THE MIDWESTS PREMIER ONE MAN DANCE BAND

The HITMAN (Tim) has been playing the hits all over the Midwest area since 1976. He has performed at hundreds of Fraternals, Casiano's, Fairs, Weddings, Business Events, Clubs, and all types of Private Parties. The highlight of his career was performing and recording in Nashville.

In the winter of 2015 Tim came to the Rio Grande Valley for the first time. He enjoyed performing at such fantastic venues as Don Wes Flea Market, Victoria Palms, Riverside, Magnolia, Casa Del Valley, Alamo Palms, and Dolphin Park. Tim is looking forward to returning in the winter of 2016. He will be in the Valley from January-March.

The Hitman enjoys playing a wide variety of music. Including Country, Classic Rock and Roll, and Standards.

The Hitman's sound is comprised of Live Vocals and Guitar with professional backing tracts, which gives him a full dance band sound.

Looking forward to meeting new friends this winter......Tim

Contact: 4J ENTERTAINMENT  (563) 320-6014 - dirhtim@yahoo.com

Don Wes play dates:  11:00 noon to 3:00 pm

Jan 6th & 28th
Feb 3rd & 25th
Mar 11th
Elvis and Helen Russell provide toe-tappin' LIVE music and entertainment for a variety of venues in Missouri, Texas, Oklahoma & Kansas!

We are located in the Lake of the Ozarks area at Osage Beach, MO.

Many folks remember Helen as an entertainer with Lee Mace's Ozark Opry, where her abilities as a vocalist and instrumentalist were enjoyed 6 nights a week for 19 seasons. Well folks, she is now better than ever!

With Elvis providing bass and family style comedy, we also feature keyboard, banjo and drums. It will be entertainment experience that you are sure to enjoy.

We will put a smile on your face and look forward to providing quality music at your Dance Show!

Please visit our website www.helenrussell.net or call 573-216-3999 for Bookings.

Music from 11:00 noon until 3:00 pm

Jan 6th & 31st
Feb 14th & 24th
Mar 7th

JACK NELSON
Jack is available as a Solo Performer for your Special Events. Audiences will enjoy a performance that is fun and includes a blend of Prime and Classic Country Music.

Contact Jack Nelson @ 979-871-6288 or jivan1313@gmail.com

Jack Nelson, has been performing in the Rio Grande Valley as lead vocalist of the County Line Band he established in 2007.

He was voted Male Vocalist in 2008 at the Rio Grande Valley Music Festival, nominated Male Vocalist at the Manitoba Academy of Country Artist, and nominated for the 2014 Entertainer of the Year at the Valley Star Awards. Jack Nelson and County Line were voted the 2014 Valley Star Awards Country Band of the Year.

He has appeared at the Dauphin Country Fest in Manitoba and at Wee Fest in Detroit Lakes, Mn. He has also performed on shows with Tommy Cash, George Morgan and several Canadian recording artists.

After much encouragement from family, friends and fans, Jack recorded his first studio CD in June of 2014, realizing a life-long dream. The CD entitled "It's About...Time" includes many fan favorites, as well as the song "Who's Right and Who's Wrong", written by Jack.

CD's will be available to purchase where Jack performs in the RGV or by contacting him at the above number or email.

Performance time @ Don Wes 11:00 noon until 3:00 pm

Dec 16th & 20th
Jan 10th & 27th
Feb 24th
Mar 17th

Mike Quaintance
From Quad Cities U.S.A. in northern Illinois, Michael played music with his trio during the summer months on the Mississippi river aboard the Celebration Belle excursion boat. Last winter he accepted an invitation to the Rio Grande Valley per a friend's request. Overwhelmed by its hospitality and friendliness he made plans to return to perform solo piano at several venues in the valley including stays on South Padre Island. Michael has also been known to pick a song or two on guitar and will also be performing double duty with the Valley's newest rock and roll band, "The Classics". He performed with the doo wop band "Danny and the Junior's". With such great hits as at The Hop and Rock & Roll is Here to Stay. He was the opening act for "Billy Ray Cyrus" at the Adler Theater in Davenport Iowa and has appeared on occasion at Casinos throughout Illinois, Iowa and Minnesota.

Michael will take you on a journey through musical history along with little known facts about the songs. You're bound to hear your favorites not to mention some "one hit wonders" Michael Likes to joke around with the audience so be prepared for a laugh or two but please understand he is very passionate about the music.

Contact information: Phone 309-235-3338 - Email: fyre542@gmail.com or Listen to his music at reverbnation/michaelquaintance

Schedules performances at Don Wes Flea Market

Dec 30th
Jan 13th & 31st
Feb 18th
Mar 10th

RUTHIE
Performance Dates:

Nov 15th & 25th
Dec 9th & 27th
Jan 13th & 21st
Feb 17th & 25th
Mar 3rd & 11th

TERRY & JEANETTE

Performance Dates:

"Kelli Marie"
Forever Friends - Introducing KELLI MARIE

Kelli performs tributes to the best female artist of all time including, Karen Carpenter, Linda Ronstadt, Dolly Parton, Whitney Houston, Loretta Lynn, Adele, Patsy Cline, Mamma Cass, Marie Osmond, Taylor Swift, Diana Warwick, Ann Murray, Carrie Underwood, Nancy Sinatra, Tammy Wynette and many others.

Her various stylings include Country, Easy Listening, Contemporary, Rock and Roll, Yodeling, Gospel and Pop

Kelli has made guest appearances in Branson theaters, Dollywood, headlined at State Fairs, music festivals, conventions and on several stages at Silver Dollar City.

You will be entertained and charmed as you enjoy her undeniable vocal talent and her "million dollar" wardrobe and that includes faux jeweled dresses, shoes and authentic period gowns.

COME ON OUT AND LET'S BECOME FRIENDS

To schedule a mini or full concert or show contact: Michael Christianson at (417) 434-7566 or maycolchristianson@hotmail.com

Performances at Don Wes Flea Market are as follows:

Dec 13th
Jan 3rd
Mar 7th

EVENT NAME
TIME/LOCATION
DESCRIPTION
CONTACT NAME
GET STARTED TODAY
Find the program closest to you or a loved one and give them a call. They can help guide you and get you started.
<table>
<thead>
<tr>
<th>Cameron County</th>
<th>Hidalgo County</th>
<th>Hidalgo County Continued</th>
</tr>
</thead>
<tbody>
<tr>
<td>Casa de Amigos #1</td>
<td>Alton Senior Center (C-1, C-2)</td>
<td>Palm View Community Center (C-1)</td>
</tr>
<tr>
<td>455 El Paso Road</td>
<td>289 West Dawes Street</td>
<td>3401 Jordan Road</td>
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<tr>
<td>Brownsville, Texas 78520</td>
<td>Alton, Texas 78573</td>
<td>McAllen, Texas 78503</td>
</tr>
<tr>
<td>(956)544-1803 Fax (956)542-6175</td>
<td>(956)581-4851 Fax (956)519-3616</td>
<td>(956)681-3360 Fax (956)681-3365</td>
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<tr>
<td>Casa de Amigos #3</td>
<td>Casa de Amigos #2</td>
<td>Mission Housing Auth.-Palm Plaza (C-1, C-2)</td>
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<tr>
<td>(C-1, C-2)</td>
<td>(C-1)</td>
<td>810 Mayberry Street</td>
</tr>
<tr>
<td>402 New Hampshire</td>
<td>110 East Dallas Street</td>
<td>Mission, Texas 78572</td>
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<tr>
<td>Harlingen, Texas 78550</td>
<td>McAllen, Texas 78501</td>
<td>Ctr. Mgr. Connie Ybarra</td>
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<tr>
<td>Ctr. Mgr. Dora Gonzalez</td>
<td>Ctr. Mgr. Camen Ramon</td>
<td>(956)585-6296 Tel. &amp; Fax</td>
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<tr>
<td>(956)428-4456 Fax (956)423-3478</td>
<td>(956)687-6202 Fax (56)668-0391</td>
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<tr>
<td>Casa del Mar-Casa de Amigos</td>
<td>Casa de Amigos #5</td>
<td>San Juan Amigos del Valle (C-1, C-2)</td>
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<td>(C-1, C-2)</td>
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<td>600 West 1st Street</td>
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<td>2575 Russell Drive</td>
<td>2101 West 6th Street</td>
<td>San Juan, Texas 78589</td>
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<td>Brownsville, Texas 78520</td>
<td>Weslaco, Texas 78596</td>
<td>Ctr. Mgr. Cynthia Guerra</td>
</tr>
<tr>
<td>(956)541-2711 Fax (956)550-8450</td>
<td>(956)968-0673 Fax (956)968-2588</td>
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<tr>
<td>City of Los Fresnos Senior Center</td>
<td>Donna Amigos del Valle (C-1, C-2)</td>
<td>Villas Arnaald Ramirez (C-1, C-2)</td>
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<tr>
<td>(SCO, Transp C-1)</td>
<td>1408 Silver Street</td>
<td>1303 Matamoros Street</td>
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<tr>
<td>204 North Brazil Street</td>
<td>Donna, Texas 78537</td>
<td>Mission, Texas 78572</td>
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<tr>
<td>Los Fresnos, Texas 78566</td>
<td>Ctr. Mgr. Maria Aguinaga</td>
<td>Ctr. Mgr. Dora Maldonado</td>
</tr>
<tr>
<td>Ctr. Mgr. Lupe S. Garcia</td>
<td>(956)464-4912 Tel. &amp; Fax</td>
<td>(966)585-7562 Fax (956)584-7090</td>
</tr>
<tr>
<td>(956)233-4350</td>
<td>Ctr. Mgr. Janie Villareal <a href="mailto:LibraryDirector@copitx.com">LibraryDirector@copitx.com</a></td>
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<td>Port Isabel Senior Center</td>
<td>Edinburg Amigos del Valle (C-1, C-2, C-2)</td>
<td>Villas Residencial (C-1, C-2)</td>
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<td>334 East 5th Street</td>
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<td>213 Yturria Street</td>
<td>Edinburg, Texas 78539</td>
<td>Mercedes, Texas 78570</td>
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<td>Port Isabel, Texas 78578</td>
<td>Ctr. Mgr. Maria Mercedes Garcia</td>
<td>Ctr. Mgr. Adabel Zuniga</td>
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<tr>
<td>Ctr. Mgr. Janie Villareal</td>
<td>(956)383-0302 Tel. &amp; Fax</td>
<td>(956)565-0011 Tel. &amp; Fax</td>
</tr>
<tr>
<td>(966)943-0779 <a href="mailto:LibraryDirector@copitx.com">LibraryDirector@copitx.com</a></td>
<td>Edinburg Towers Project (C-1, C-2, C-2)</td>
<td>WellMed Senior Center (SCO, CVR Ed. &amp; Trng)*</td>
</tr>
<tr>
<td>City of Rio Hondo Senior Center</td>
<td>201 North 13th Street</td>
<td>1301 East Fern</td>
</tr>
<tr>
<td>(SCO, C-1)</td>
<td>Edinburg, Texas 78539</td>
<td>McAllen, Texas 78501</td>
</tr>
<tr>
<td>Rio Hondo, Texas 78583</td>
<td>(956)383-1124 Fax (956)380-6308</td>
<td>(956)630-0456</td>
</tr>
<tr>
<td>Ctr. Mgr. Claudia Farias</td>
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<td>Senior Community Outreach (CVR Ed. &amp; Trng)*</td>
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<tr>
<td>(956)748-3082 Fax (56)748-4394</td>
<td>West 9th Street &amp; Hidalgo Street</td>
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<tr>
<td>513 N. FM 506</td>
<td>(956)262-2472 Tel. &amp; Fax</td>
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<td>(956)351-5731 Fax (956)351-5734</td>
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<tr>
<td>Tel: (956)544-2767</td>
<td>Text: (956)783-1145 Fax: (956)787-9775</td>
<td>Ctr. Mgr. Ana L. Lopez</td>
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<td>(956)276-9195</td>
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*No meals provided at these sites

C-1 Congregate Meals - for C-1 meals call center directly, no waiting list, only requirement is be 60+ years of age

C-2 Home delivered meals (Meals on Wheels) must call Amigos Del Valle main office, (956)213-9400 Ext. 3218 with Isabel Aranda
Case Management

Caregiver Support Coordination

Caregiver Information Services

Evidence-based Intervention

Information and Assistance

Legal Assistance

Legal Awareness

Long-Term Care Ombudsman Program

Other services are obtained through sub recipients or contractors. Sub recipients provide such services as Senior Center Operations, transportation to and from nutrition and senior centers, congregate meals, home delivered meals, and caregiver education and training.

The Area Agency on Aging has agreements with contractors for obtaining goods and services under the Direct Purchased Services Program. Case Management and Caregiver Support Coordination staff utilizes these contractors to acquire such services for their clients as: medical transportation, residential modifications, medications, medical supplies, durable equipment, homemaker services, and, caregiver in-home respite care.
Mission and Benefits

The LRGVDC promotes cooperation among local units of government and provides forums and opportunities for them to work with economic interests and citizen groups in order to improve the region’s health, safety, and general welfare and to plan for future development.

State law authorizes commissions like the LRGVDC to make studies and plans to guide unified, far-reaching development of a region, eliminate duplication, and promote economy and efficiency through coordinated development.

Benefits of regional planning and program implementation include:

- Economies of scale
- Efficiencies of good government
- Local governmental control
- Cooperative public/private partnerships
- State support and confidence
- Comprehensive planning and program implementation
functions conducted by the Development Council relate to all segments of the population, the economy and governmental activities.

The Board selects the Executive Director who is charged with the overall management of the organization. The executive committee has selected an Assistant to the Executive Director to assist in organization’s management.

The Area Agency on Aging is one of 11 departments under the auspices of the LRGVDC. It is also considered among the larger departments within the LRGVDC. The total staffing for the Area Agency is 31 FTEs, which is approximately 15% of the LRGVDC total staffing. Approximately 87% is supported by Title III. The Area Agency has oversight of other programs not funded under Title III. Aging and Disability Resource Center (4 FTEs), and the Community-Based Care Transitions Program (4 FTEs). The Area Agency is divided into two components. One component is the administrative arm with 5 FTEs that has the overall administrative oversight of all Area Agency activities. The other is the direct services component (22 FTEs) that comprises all Access and Assistance services and the other activities.

The strong suit is that the turnover rate has been low for the care coordination and the elder rights component. Under the Administrative component, Administrative Assistance that has been with the Area Agency 10 years and is the person with less years under Administration. This also brings the positive and negative side as the Director has been with the agency 34 years and brings continuity and the possibility of retirement within the next 5 to 7 years. The same applies to two other administrative staff that may also retire with the next 5 years. The newer staffing has been with the ADRC and the Care Transitions Program.

The Area Agency on Aging has an advisory council whose responsibilities are to provide input, counsel, and recommend policies. All Advisory Council recommendations are submitted to the LRGVDC Board of Directors for approval.

Staffing is split between two offices. The main office is located in Weslaco. Area Agency staff moved into a new building built adjacent to the COG’s administrative office. The majority of the staff is located in this building. The second building is leased space in Harlingen. This satellite houses care coordination staff along with caregiver support coordination, LTC Ombudsman and a benefits counselor. This office covers the Lower Valley which consists of Cameron and Willacy counties.

**Service Delivery System, System Design, Program Development, and Innovation**

The AAA employs four methods of providing services to seniors in the community. The first method of service delivery is through its traditional contracted services. The AAA contracts with other agencies or service providers in the areas of Nutrition, Evidence-based Services, Senior Center Operations, Transportation and Caregiver Education and Training. These Service Contracts are awarded on a multi-year basis through a Request for Proposal process. A bid conference is held prior to applications being submitted to provide guidance to all potential applicants. The request for proposal process is the function of the LRGVDC’s Procurement Department. Procurement staff coordinates all the process and steps with Area Agency on Aging staff in order to be compliant with specific requirements. Ads are published in the three major newspapers that cover the three county area. All applications are opened with Area Agency and Procurement staff present and conduct a review of the applications to assure that all required documentation is submitted to assure that all applicants have complied with the RFP requirements.

The Advisory Council appoints an Ad-Hoc Committee to review, accept applicant presentations, and recommend funding levels. Area Agency staff will schedule and notify the Ad-Hoc committee of the meeting. All Ad-
Actual services are obtained through a system of service order requests that are generated and monitored by AAA staff. The Service request form starts the service cycle. The Provider responds to the request by offering and arranging for services to be provided to the client. The provider must follow all instructions and time lines given to him by AAA staff in regards to the service being purchased. Care coordinators conduct follow-up calls at the end of the certification period and obtain a client satisfaction survey to assure that they were satisfied with the service provided.

The final method of providing services is through coordination with partnerships among local providers. The local Aging and Disability Resource Center (RIO-Net ADRC) is under the auspices of the Area Agency on Aging. Individuals inquiring about services or seeking assistance to accessing services are served by ADRC or Access and Assistance staff making the necessary referral to local partners. Follow-ups are made to assure that the individual was served or if additional referrals are needed. Through the years, the Area Agency has built partnerships with the Local DADS LCS, mental health authority, community action programs, 211, faith based organizations, MCOs, housing authorities this is to name a few of the community organizations collaborating with the Area Agency on Aging. Through the Community-based Care Transitions Program the Area Agency has built a strong partnership with local hospitals and post-acute care providers. These post-acute care providers include home health agencies, skilled nursing facilities, rehabilitation centers, hospices, and long-term acute care hospitals.

The Area Agency assures that all methods of providing services to seniors and family caregivers in the Valley address all targeted populations. The population characteristics for this region meet those targeted populations such as minority, limited English proficiency, individuals with the greatest social and economic need. Special emphasis is provided to Willacy County as it is the least populated and rural county in the area. Phone processes have been set so that each call is answered by an actual person. No phone trees are allowed. Calls are rotated to the next available person if the initial person is on a call.

The Lower Rio Grande Valley is in an economically distressed area. The majority of the resources the support the Area Agency on Aging are Title III funds. Limited Community Development Block Grant (CDBG) funds are provided by the Cities of McAllen, Pharr, and Mission. Local funds provided by the LRGVDC Membership, is used to match 68% of the allotted administrative funds. All unmatched funds are transferred to services. The internal fiscal management is between the Director of the Area Agency on Aging (AAoA) and Director of the Fiscal Department. The AAoA Director prepares all planning budgets based on previous year experience and potential changes. The LRGVDC’s fiscal office is the fiscal manager for all fiscal activities of the Area Agency. Monthly expenditure reports are submitted to the Director for review, AAoA Technician IV (Area Plan Administration) submits to the AAoA Director a monthly report on fiscal and program activities. These two documents are used to review budget balances and performance measures on a monthly basis.

System Design

The LRGVDC designated as the Area Agency on Aging, is the leading advocacy agency for older persons in the Lower Rio Grande Valley. It facilitates the continuum of care to older persons by serving as a single point of contact point for meeting the needs of older adults and their family caregivers. During its inception in 1974 the Area Agency on Aging functioned as the planning entity. All services were contracted. Total staffing included the Director, Planner, Program Coordinator, Program Compliance officer, and Secretary. In FY’82 when the Area Agency initiated its direct service component, it included Ombudsman Program, Information and Referral and Outreach/Advocacy. Today, total staffing is 39. It includes all staffing for Administration, Direct Services (Access and Assistance), ADRC, and the Community-based Care Transitions Program. In 1984 the Area Agency restructured the direct service component and combined Information and Referral and Outreach/Advocacy into one of the first case management programs under an Area Agency on Aging. In 1987, the Area Agency on Aging had under its auspices Eldercare Home Health Agency. Under this setup, the Area Agency had a system that
Underserved
Midway Villas

- Census Tract Site 48215022402
The 2018 Qualified Census Tracts (QCTs) and Difficult Development Areas (DDAs) and three releases of 5-year tabulations from the American Community Survey were published in the federal Register notice published September 11, 2017.

Map Options:
- Clear
- Reset
- Full Screen
- Show SADDA Outlines (Zoom 10+)
- Color QCT Qualified Tracts (Zoom 7+)
- Show Tracts Outline (Zoom 11+)
- Show FMR Outlines (Zoom 4+)
- Show LIHTC Projects (Zoom 11+)

Select Year:
- 2018
- 2017

Click here for full screen map.
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### 2018 Declared Disaster Areas

**Counties Expiring after March 1, 2018**

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

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<td>Jasper</td>
<td>Polk</td>
</tr>
<tr>
<td>Comanche</td>
<td>Jefferson</td>
<td>Rains</td>
</tr>
<tr>
<td>DeWitt</td>
<td>Jim Wells</td>
<td>Refugio</td>
</tr>
</tbody>
</table>

- Eligible under §11.9(d)(3) of the 2018 QAP
June 8, 2016

The Honorable Carlos Cascos
Secretary of State
State Capitol Room 1E.8
Austin, Texas  78701

Dear Mr. Secretary:

Pursuant to his powers as Governor of the State of Texas, Greg Abbott has issued the following proclamation:


The original proclamation is attached to this letter of transmittal.

Respectfully submitted,

Gregory S. Davidson
Executive Clerk to the Governor

GSD/gsd

Attachment
TO ALL TO WHOM THESE PRESENTS SHALL COME:

I, GREG ABBOTT, Governor of Texas, issued a disaster proclamation on June 1, 2016, certifying that the severe weather and flooding event that began on May 26, 2016, has caused a disaster in many Texas counties. Those same conditions continue to exist in these and other counties in Texas.

THEREFORE, in accordance with the authority vested in me by Section 418.014 of the Texas Government Code, I do hereby amend the aforementioned proclamation and declare a disaster in Austin, Bandera, Bastrop, Brazoria, Brazos, Brown, Burleson, Caldwell, Callahan, Clay, Coleman, Colorado, Comanche, Eastland, Erath, Falls, Fayette, Fort Bend, Grimes, Hardin, Harris, Hidalgo, Hood, Houston, Jasper, Kleberg, Lee, Leon, Liberty, Lubbock, Madison, Montgomery, Palo Pinto, Parker, Polk, Robertson, San Jacinto, Somervell, Stephens, Travis, Trinity, Tyler, Walker, Waller, Washington and Wharton counties in the State of Texas.

Pursuant to Section 418.017 of the code, I authorize the use of all available resources of state government and of political subdivisions that are reasonably necessary to cope with this disaster.

Pursuant to Section 418.016 of the code, any regulatory statute prescribing the procedures for conduct of state business or any order or rule of a state agency that would in any way prevent, hinder or delay necessary action in coping with this disaster shall be suspended upon written approval of the Office of the Governor. However, to the extent that the enforcement of any state statute or administrative rule regarding contracting or procurement would impede any state agency’s emergency response that is necessary to protect life or property threatened by this declared disaster, I hereby authorize the suspension of such statutes and rules for the duration of this declared disaster.

In accordance with the statutory requirements, copies of this proclamation shall be filed with the applicable authorities.

IN TESTIMONY WHEREOF, I have hereunto signed my name and have officially caused the Seal of State to be affixed at my office in the City of Austin, Texas, this the 8th day of June, 2016.

GREG ABBOTT
Governor

CARLOS CASCOS
Secretary of State
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>4.613</td>
<td>4.613</td>
<td></td>
<td>4.613</td>
</tr>
</tbody>
</table>

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

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


2. **Site Control - §10.204(10)**

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

<table>
<thead>
<tr>
<th>Entity Name</th>
<th>Contact Name</th>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
<th>Date of Last Sale</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rosa Maria Valdez/Jose Gonzalez/Rafaela Gonzalez</td>
<td>same</td>
<td>3301 S. Airport Dr.</td>
<td>Weslaco</td>
<td>TX</td>
<td>78596</td>
<td>3/24/2014</td>
</tr>
</tbody>
</table>

Is the seller affiliated with the Applicant, Principal, sponsor, or any Development Team member? **No**

If "Yes," please explain:

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

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Relationship</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rosa Maria Valdez</td>
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</tr>
<tr>
<td>Jose Gonzalez</td>
<td>None</td>
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<td>Rafaela Gonzalez</td>
<td>None</td>
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Site Control is in the form of:

- [X] Contract for sale.
- [ ] Recorded Warranty Deed with corresponding executed closing/settlement statement.
- [ ] Contract for lease.
- [X] 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? **None**

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.
1. **Site Acreage**
   Please identify site acreage as listed in each of the following exhibits/documents.

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

   Is land for ingress and/or egress and any easements held separate from the property described in the site control documents? *No*

   If yes, describe how any such land is held. Identify the land owner and describe any agreements the Applicant has or will enter into with the land owner.
4. 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: 


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

- [x] Site Control Documentation
- [x] Title Commitment or Policy
- [ ] 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.
1. PARTIES: Seller agrees to sell and convey to Buyer the Property described in Paragraph 2. Buyer agrees to buy the Property from Seller for the sales price stated in Paragraph 3. The parties to this contract are:

**Seller:** Rosa Maria Valdez, an Individual and Jose Gonzalez and wife, Rafaela Gonzalez

Address: 3301 S. Airport Dr., Weslaco, TX 78596-7287
Phone: (956)739-7703 E-mail: rvaldez13@rgv.rr.com
Fax: Other: Juan Medina-paju269@aol.com

**Buyer:** Texas Grey Oaks, LLC, or assignee

Address: 710 N. Post Oak Rd., Ste. 400, Houston, TX 77024
Phone: (713)875-9456 E-mail: st eve@texasgreyoaks.com
Fax: (713)583-8858 Other: _ _ _ __ _ __ ___ ____ _ __ _

2. PROPERTY:

A. "Property" means that real property situated in Hidalgo County, Texas at 4+/- acres near the NEC of Mile 6 1/2 W. and W. Exp'y 83, Hidalgo County, TX (address) and that is legally described on the attached Exhibit A or as follows:

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

1. all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gors, and rights-of-way;
2. Seller's interest in all leases, rents, and security deposits for all or part of the Property; and
3. Seller's interest in all licenses and permits related to the Property.

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

3. SALES PRICE:

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

1. Cash portion payable by Buyer at closing $ 625,000.00
2. Sum of all financing described in Paragraph 4 $ 0-
3. Sales price (sum of 3A(1) and 3A(2)) $ 625,000.00
B. Adjustment to Sales Price: (Check (1) or (2) only.)

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

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

(a) The sales price is calculated on the basis of $ N/A per:

☐ (i) square foot of [ ] total area [ ] net area.
☐ (ii) acre of [ ] total area [ ] net area.

(b) "Total area" means all land area within the perimeter boundaries of the Property. "Net area" means total area less any area of the Property within:

☐ (i) public roadways;
☐ (ii) rights-of-way and easements other than those that directly provide utility services to the Property; and
☐ (iii) N/A

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

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

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

This contract:

☐ (1) is not contingent upon Buyer obtaining third party financing.
☐ (2) is contingent upon Buyer obtaining third party financing in accordance with the attached Commercial Contract Financing Addendum (TAR-1931).

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

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

5. EARNEST MONEY:

A. Not later than 3 days after the effective date, Buyer must deposit $10,000.00 as earnest money with Chicago Title Insurance Company (title company) at 3700 Buffalo Speedway, Ste. 400, Houston, TX 77098 (address) Janet Karr (closer).

If Buyer fails to timely deposit the earnest money, Seller may terminate this contract or exercise any of Seller's other remedies under Paragraph 15 by providing written notice to Buyer before Buyer deposits the earnest money.

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

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

X (ii) See Addendum A attached hereto and made a part hereof for all purposes.

Buyer will be in default if Buyer fails to deposit the additional amount required by this Paragraph 5B within 3 days after the closing notice to Buyer that Buyer has not timely deposited the additional amount.
6. TITLE POLICY AND SURVEY:

A. Title Policy:

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

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

(3) Within 30 days after the effective date, Seller will furnish Buyer a commitment for title insurance (the commitment) including legible copies of recorded documents evidencing title exceptions. Seller authorizes the title company to deliver the commitment and related documents to Buyer at Buyer's address.

B. Survey: Within 45 days after the effective date:

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

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

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

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

(1) Within 10 days after Buyer receives the commitment, copies of the documents evidencing the title exceptions, and any required survey, Buyer may object in writing to matters disclosed in the items if: (a) the matters disclosed are a restriction upon the Property or constitute a defect or encumbrance to title other than those permitted by this contract or liens that Seller will satisfy at closing or Buyer will assume at closing; or (b) the items show that any part of the Property lies in a special flood hazard area (an "A" or "V" zone as defined by FEMA). If Paragraph 6B(1) applies,
Buyer is deemed to receive the survey on the earlier of: (i) the date of Buyer's actual receipt of the survey; or (ii) of the deadline specified in Paragraph 6B.

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

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

7. PROPERTY CONDITION:

A. Present Condition: Buyer accepts the Property in its present condition except that Seller, at Seller's expense, will complete the following before closing: See Addendum A attached hereto and made a part hereof for all purposes.

B. Feasibility Period: Buyer may terminate this contract for any reason within- until 7/30/18 days after the effective date (feasibility period) by providing Seller written notice of termination. (Check only one box.)

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

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

C. Inspections, Studies, or Assessments:

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

(2) Buyer must:

(a) employ only trained and qualified inspectors and assessors;
(b) notify Seller, in advance, of when the inspectors or assessors will be on the Property;
(c) abide by any reasonable entry rules or requirements of Seller;
(d) not interfere with existing operations or occupants of the Property; and
(e) restore the Property to its original condition if altered due to inspections, studies, or assessments that Buyer completes or causes to be completed.
(3) Except for those matters that arise from the negligence of Seller or Seller's agents, Buyer is responsible for any claim, liability, encumbrance, cause of action, and expense resulting from Buyer's inspections, studies, or assessments, including any property damage or personal injury. Buyer will indemnify, hold harmless, and defend Seller and Seller's agents against any claim involving a matter for which Buyer is responsible under this paragraph. This paragraph survives termination of this contract.

D. Property Information:

(1) Delivery of Property Information: Within 5 days after the effective date, Seller will deliver to Buyer: (Check all that apply.)
- (a) copies of all current leases pertaining to the Property, including any modifications, supplements, or amendments to the leases;
- (b) copies of all notes and deeds of trust against the Property that Buyer will assume or that Seller will not pay in full on or before closing;
- (c) copies of all previous environmental assessments, geotechnical reports, studies, or analyses made on or relating to the Property;
- (d) copies property tax statements for the Property for the previous 2 calendar years;
- (e) plats of the Property;
- (f) copies of current utility capacity letters from the Property's water and sewer service provider; and
- (g) Copies of any documentation in Seller's possession, if any, regarding the condition or use of the Property

(2) Return of Property Information: If this contract terminates for any reason, Buyer will, not later than 10 days after the termination date: (Check all that apply.)
- (a) return to Seller all those items described in Paragraph 7D(1) that Seller delivered to Buyer in other than an electronic format and all copies that Buyer made of those items;
- (b) delete or destroy all electronic versions of those items described in Paragraph 7D(1) that Seller delivered to Buyer or Buyer copied; and
- (c) deliver copies of all inspection and assessment reports related to the Property that Buyer completed or caused to be completed.

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

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

8. LEASES:

A. Each written lease Seller is to assign to Buyer under this contract must be in full force and effect according to its terms. Seller may not enter into any new lease, fail to comply with any existing lease, or make any amendment or modification to any existing lease without Buyer's written consent. Seller must disclose, in writing, if any of the following exist at the time Seller provides the leases to the Buyer or subsequently occur before closing:
- any failure by Seller to comply with Seller's obligations under the leases;
- any circumstances under any lease that entitle the tenant to terminate the lease or seek any offsets or damages;
- any advance sums paid by a tenant under any lease;
- any concessions, bonuses, free rents, rebates, brokerage commissions, or other matters that affect any lease; and

(TAR-1802) 1-1-16

Initialed for Identification by Seller and Buyer

Page 5 of 13

Produced with 200Form™ by zipla.gov 19870 Fifteen Mile Road, Fraser, Michigan 48026 www.200Form.com

Midwest March 2
Commercial Contract - Unimproved Property concerning 4+/- acres near the NEC of Mile 6 1/2 W. and W. Expy 83, Hidalgo County, TX

(5) any amounts payable under the leases that have been assigned or encumbered, except as security for loan(s) assumed or taken subject to under this contract.

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

9. BROKERS:

A. The brokers to this sale are:

Principal Broker: Medina Real Estate-Weslaco
Agent: Juan M. Medina, Sr.
Address: 309 W. Pike Blvd., Ste. A
Weslaco, TX
Phone & Fax: (956)968-8500
E-mail: paju269@aol.com
License No.: 313029

Cooperating Broker: N/A

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

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

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

Principal Broker: a total cash fee of: _______% of the sales price.

Cooperating Broker: a total cash fee of: _______% of the sales price.

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

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

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

(TAR-1802) 1-1-16
Initiated for Identification by Seller and Buyer.
10. CLOSING:

A. The date of the closing of the sale (closing date) will be on or before the later of:
   (1) \[\text{30 days after the expiration of the feasibility period.}\]
   (specific date).

   See Addendum A for Closing Extension Options

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

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

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

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

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

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

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

See Addendum A attached hereto and made a part hereof for all purposes.

13. SALES EXPENSES:

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

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

14. PRORATIONS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18. ESCROW:

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

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

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

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

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

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

19. MATERIAL FACTS: To the best of Seller's knowledge and belief: (Check only one box.)

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

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

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

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

X A. Seller also consents to receive any notices by e-mail at Seller's e-mail address stated in Paragraph 1.

X B. Buyer also consents to receive any notices by e-mail at Buyer's e-mail address stated in Paragraph 1.

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

22. AGREEMENT OF THE PARTIES:

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

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

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

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

[ ] (1) Property Description Exhibit identified in Paragraph 2;
[ ] (2) Commercial Contract Financing Addendum (TAR-1931);
[ ] (3) Commercial Property Condition Statement (TAR-1408);
[ ] (4) Commercial Contract Addendum for Special Provisions (TAR-1940);
[ ] (5) Notice to Purchaser of Real Property in a Water District (MUD);
[ ] (6) Addendum for Coastal Area Property (TAR-1915);
[ ] (7) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TAR-1916);
[ ] (8) Information About Brokerage Services (TAR-2501); and
[ ] (9) Addendum A attached hereto and made a part hereof for all purposes.

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

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

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

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

25. ADDITIONAL NOTICES:

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

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

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

E. If the Property is located seaward of the Gulf Intracoastal Waterway, §61.025, Texas Natural Resources Code, requires a notice regarding the seaward location of the Property to be included as part of this contract.

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

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

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

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

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

Rosa Maria Valdez, an Individual and Jose Gonzalez

Buyer: Texas Grey Oaks, LLC, or assignee

By: See Attached Signature Page
By (signature):
Printed Name: 
Title: 

By:
By (signature):
Printed Name: Rafaela Gonzalez
Title: 

By:
By (signature):
Printed Name: Steve Lollis
Title: Manager

By:
By (signature):
Printed Name: 
Title: 

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

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

$__________ , or  

__________ % of the sales price, or  

__________ % of the Principal Broker's fee.  

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

Principal Broker: N/A  
Cooperating Broker: N/A  

By: ____________________________  

By: ____________________________  

ATTOENESY  

Seller's attorney: ____________________________  
Buyer's attorney: ____________________________  

Address: ____________________________  
Address: ____________________________  

Phone & Fax: ____________________________  
Phone & Fax: ____________________________  

E-mail: ____________________________  
E-mail: ____________________________  

Seller's attorney requests copies of documents, notices, and other information:  

☐ the title company sends to Seller.  
☐ Buyer sends to Seller.  

Buyer's attorney requests copies of documents, notices, and other information:  

☐ the title company sends to Buyer.  
☐ Seller sends to Buyer.  

ESCROW RECEIPT  

The title company acknowledges receipt of:  

☐ A. the contract on this day  
☐ B. earnest money in the amount of $10,000.00 in the form of  

Title company: Chicago Title Insurance Company  
Address: 3700 Buffalo Speedway, Ste. 400  
Houston, TX 77098  
Phone & Fax: (713)853-6105  
E-mail: karrj@ctt.com  

Assigned file number (GF#):  

(TAR-1802) 1-1-16  

Page 13 of 13
This Signature Page is attached to and made a part of that certain Commercial Contract-Unimproved Property entered into by and between María Rosa Valdez, an individual, and José Gonzalez and wife, Rafaela Gonzalez (collectively, the "Seller") and Texas Grey Oaks, LLC, or assignee ("Buyer"), in connection with the sale of 4+/-- acres of land near the NEC of Mile 6 1/2 W. and W. Expy. 83, in Hidalgo County, Texas.

Seller:

Rosa María Valdez
3301 S. Airport Dr.
Weslaco, Texas 78596-7287

José Gonzalez
3301 S. Airport Dr.
Weslaco, Texas 78596-7287

Rafaela Gonzalez
3301 S. Airport Dr.
Weslaco, Texas 78596-7287
SPECIAL PROVISIONS ADDENDUM A TO CONTRACT

The Addendum (this "Addendum") is attached to and made a part of that certain Commercial Contract-Unimproved Property by and between Maria Rosa Valdez, an individual, and Jose Gonzalez and wife, Rafaela Gonzalez (collectively, the "Seller") and Texas Grey Oaks, LLC or assignee (the "Buyer") (the "Contract") and shall be effective for all purposes as of the Effective Date of the Contract.

1. The term "Property" as defined in Paragraph 2 of the Contract shall mean and include:
   (a) All rights, benefits, privileges, easements, and appurtenances thereunto belonging or appertaining thereto, and all rights, title and interest of Seller in and to all utilities and any easement, rights-of-way, rights of ingress and egress or other interest in, on or to any land, highway, street, road or avenue, open or proposed, in, on, across from, in front of, abutting, adjoining or otherwise appurtenant to the Land (the "Access Rights"). Buyer’s obligation under the Contract is expressly contingent upon satisfaction that the Property being conveyed includes utilities and Access Rights in the location and dimensions acceptable to the Buyer and all governmental jurisdictions in connection with the development of the Intended Use (as hereinafter defined); and
   (b) All interests of Seller in and to any alleys, strips, or gores of land, if any, adjoining the Land.

2. The parties acknowledge and agree that the legal description set forth in the final approved survey (the "Survey") obtained in accordance with Paragraph 6(B)(1) of the Contract shall be accepted by the parties as the correct and final description of the Property. If the Seller is in possession or control of a plats and/or surveys of the Property, Seller shall deliver the plats and surveys to the Buyer within 10-days following the Effective Date of the Contract.

3. Intended Use of the Property – Rental Housing Community.

4. Buyer shall have the right during the Feasibility Period described in Paragraph 7(B) of the Contract and any extension of such Feasibility Period described in Paragraph 5 of this Addendum to inspect the Property, to perform all due diligence and to compile all documents and third party reports deemed necessary by Buyer, in its sole discretion, in order to determine if the Property is suitable for Buyer’s Intended Use, including, without limitation, satisfaction of acceptable utilities and Access Rights benefitting the Property and Buyer’s Intended Use. Seller shall permit Buyer and its representatives, upon reasonable advanced notice, to enter onto the Property for purposes of conducting its investigation and inspection of the Property, at Buyer’s sole cost and expense, that shall include, without limitation, completion of any surveying, engineering, geo-technical and environmental assessments. Buyer may terminate the Contract during the Feasibility Period for any reason and receive a refund of the Earnest Money subject to any portion thereof released to the Seller in accordance with the provisions of this Addendum.

5. If, for any reason, Buyer, in its sole discretion, considers the Property to be unsuitable for Buyer’s Intended Use or purposes, or Buyer otherwise disapproves of the Property based on the studies conducted pursuant to the foregoing paragraph or for any other reason, at Buyer’s sole and absolute discretion, Buyer may terminate the Contract by delivering written notice of termination to Seller at any time prior to the expiration of the Feasibility Period, in which event the Contract shall terminate and the parties shall be relieved of any further obligations hereunder. In the event of a termination pursuant to this paragraph, the Earnest Money shall be refunded to Buyer, subject to the following:
   (a) If the Contract is terminated on or before March 30, 2018, the Earnest Money set forth...
In Paragraph 5(A) of the Contract (the “Initial Deposit”) shall be returned to Buyer less $1000.00 which shall be released by the Title Company directly to Seller as independent consideration for entering into the Contract;

(b) If the Contract is terminated after March 30, 2018 but on or before May 30, 2018, the Initial Deposit shall be returned to Buyer less $5,000, which shall be released by the Escrow Agent to Seller as independent consideration for entering into the Contract; and

(c) If the Contract is terminated after May 30, 2018 but prior to the expiration of July 30, 2018 (the “Initial Feasibility Period”), the full amount of the Initial Deposit shall be released by the Title Company directly to Seller as independent consideration for entering into the Contract.

In the event that Buyer elects not to terminate the Contract during the Initial Feasibility Period, the Initial Deposit shall be released by the Title Company directly to the Seller in the amounts and upon the expiration of the dates described in (a)-(c) above and become non-refundable to the Buyer but applicable to the Sales Price at Closing.

6. Buyer shall have the right to extend the Initial Feasibility Period until September 30, 2018 (the “Extended Feasibility Period”, collectively with the Initial Feasibility Period the “Feasibility Period”), by delivering written notice to Seller of its intention to extend prior to the expiration of the Initial Feasibility Period, and depositing the additional amount of $5,000 into escrow with the Title Company within three (3) business days thereafter (the “Additional Deposit”, collectively with the Initial Deposit, the “Earnest Money”). The Additional Deposit shall be released by the Title Company to Seller within three (3) days following its deposit by the Buyer as independent consideration for entering into the Contract.

In the event Buyer elects not to terminate the Contract and proceeds to Closing, the Earnest Money (including any portion thereof released to Seller) shall be applicable to the Sales Price at Closing.

7. The date of Closing described in Paragraph 10(A) of the Contract will occur on or before thirty (30) days following the expiration of the Feasibility Period. The date of the Closing may be extended by Buyer for two (2) consecutive 30-day periods as necessary and for the sole purpose of obtaining site plan and other approvals from the all governmental authorities and finalizing the closing with the debt and equity providers. Buyer’s right to extend the date of Closing pursuant to this paragraph is conditioned upon Buyer delivering written notice to Seller of its intention to extend at least 3 business days prior to the expiration of the then date of Closing and depositing with the Title Company the amount of $10,000 for each extension elected by Buyer (the “Closing Extension Fee”) which shall be released by the Title Company directly to the Seller. The Closing Extension Fee shall be non-refundable to Buyer, except in the event of a default by Seller pursuant to the Contract, but applicable to the Sales Price at Closing. In no event shall the date of Closing be extend beyond 12/31/18.

8. All Earnest Money deposits and Closing Extension Fees (including any portion thereof released to the Seller) shall be applicable to the Sales Price at Closing.

9. Buyer’s obligation to close the sale and purchase of the Property shall be conditioned upon the following items:

(a) Buyer obtaining any zoning (if any), site plan and other approvals from the governmental authorities as necessary for the Intended Use of the Property. Seller hereby agrees to fully cooperate with Buyer in granting and signing any application or other documentation deemed necessary in order for Buyer to obtain final development plan, zoning (if any) and any other governmental authority approvals required to develop Buyer’s Intended Use of the Property. Buyer shall pay all costs.
associated with any zoning and site plan approvals in connection with its intended Use of the Property; and

(b) Buyer receiving all financing including housing tax credits in the amounts sufficient to develop and construct the Intended Use of the Property.

In the event of a termination as a result of the failure to satisfy any condition set forth in this Paragraph 9 any portion of the Earnest Money and Closing Extension Fee released to Seller as of the date of such termination shall be retained by Seller as independent consideration for entering into the Contract and neither Seller nor Buyer shall have any further liability to the other unless otherwise specified in the Contract.

10. Notwithstanding any provision in the Contract to the contrary, in the event the Contract is terminated pursuant to any right to do so under any provisions of the Contract, the parties shall work to provide the title company any requested documentation or execute any release of funds ("Release") from the title company necessary to release the Earnest Money to the appropriate parties pursuant to the provisions of the Contract. The parties acknowledge and agree that the Title Company shall have the right to disburse funds and close the contract within 10-days following receipt by the parties of the form of Release from the Title Company. The parties agree to indemnify and hold the Title Company harmless for any claims whatsoever in connection with the Contract and disbursement pursuant to the Release in the event any party fails to execute the Release from the Title Company within such 10-day period.

11. The Property is being sold "AS IS", "WHERE IS", AND "WITH ALL FAULTS". As of the date of acceptance of all inspections performed by the Buyer, Seller shall, at Seller’s sole cost and expense, keep the Property until Closing in its current condition (subject to normal wear and tear) and shall not permit or commit any liens, waste, impairment, casualty or deterioration thereof or commit, suffer or permit any act upon or use of the Property in violation of any applicable law, order, permit or license of any governmental authority. The failure of the Seller to keep the Property in its current condition shall constitute an event of default under the Contract and Buyer shall have the remedies described in Paragraph 15(C).

12. Seller represents and warrants to Buyer that as of the date of Seller’s execution of the Contract and as of the date of Closing:

(a) There are no actions, suits or proceedings pending or, to the actual knowledge of Seller, threatened (i) against the Property that would materially adversely affect the Property, or (ii) against Seller that would preclude the Seller from performing Seller’s obligation under the Contract;

(b) Seller has not received any notice regarding condemnation, litigation, administrative or other legal proceedings affecting the Property or any portion thereof, and to the actual knowledge of Seller, no such action or proceedings have been commenced or threatened;

(c) Seller covenants that there are no written or unwritten leases, occupancy agreements or tenants in possession affecting the Property or any portion thereof, and to the actual knowledge of Seller, no such action or proceedings have been commenced or threatened;

(d) Seller is the sole owner of fee simple title to the Property and has full power and authority to execute, deliver and perform the Contract without obtaining any consents or approvals from or the
taking of any other actions with respect to, any other individuals or third parties (or if such consent, approvals or other action is required, it will be accomplished prior to Closing).

13. Notwithstanding anything in Paragraph 9 of the Contract to the contrary, Buyer and Seller hereby represent to the other that they have not disclosed the Contract or the subject matter hereof to any real estate broker, agent, or salesman, so as to create any legal right or claim in any such broker, agent, or salesman for a real estate commission or compensation with respect to the negotiation and/or consummation of the Contract or the conveyance of the Property by Seller to Buyer except as set forth in Paragraph 9 of the Contract and this Paragraph 13. If and only if this transaction is closed, but not otherwise, Buyer shall pay a broker’s commission to the Principal Broker identified in Paragraph 9 (the “Broker”), in the amount of 3% of the Sales Price, which commission shall be reflected on the settlement statement and paid to the Broker at Closing. The Broker shall execute and acknowledge a release of lien in form and substance satisfactory to the Seller, Buyer and the Title Company. Buyer shall not be liable or responsible for any brokerage fees or commissions other than as set forth in Paragraph 9 of the Contract and this Paragraph 13. Seller and Buyer hereby indemnify each other against, and agree to hold and save each other harmless from, any claims (or expenses related thereto, including expenses for reasonable attorneys’ fees incurred in defending any such claims or enforcing this indemnity) for any real estate commissions or similar fees arising out of or in any way connected with any claimed agency relationship with the indemnitor and relating to the subject matter of the Contract other than as set forth in Paragraph 9 of the Contract and this Paragraph 13. This provision shall survive the Closing or any termination of the Contract.

14. Seller’s Expenses set forth in Paragraph 13(A) of the Contract shall be limited to those described in Subsection (1)-(3) and (6) of the Paragraph.

15. All capitalized terms used herein and not otherwise defined shall have the mean ascribed to such term in the Contract.

16. In the event of a conflict between the provisions of the Contract and this Addendum, the provisions of this Addendum shall control and prevail.

By: 
Rafaela Gonzalez/Manager

Buyer: 
Texas Grey Oaks, LLC

By: 
Steve Lolis, Manager
FIRST AMENDMENT TO COMMERCIAL CONTRACT-UNIMPROVED PROPERTY

This First Amendment to Commercial Contract-Unimproved Property (this "Amendment") is executed to be effective as of February 21, 2018, by and between Rosa Maria Valdez, an Individual and Jose Gonzalez and wife, Rafaela Gonzalez (collectively, the "Seller") and Texas Grey Oaks, LLC, or its assignee ("Buyer"). Buyer and Seller are collectively referred to as the "Parties", and each a "Party".

RECIPIALS:

A. The Parties entered into a Commercial Contract-Unimproved Property dated effective as of December 18, 2017, whereby Seller agreed to sell and Buyer agreed to buy approximately 4 +/- acres of land located near the NEC of Mile 6½ W. and W. Expy. 83, Midway North CDP, in the ETJ of Weslaco, Texas 78596 (the "Contract").

B. The Parties now desire to amend the Contract as set forth below.

AGREEMENT:

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

1. Defined Terms and Recitals. All capitalized terms used in this Amendment but not defined herein shall have the meanings assigned to such terms in the Contract.

2. Amendment. The Contract is hereby amended as follows:

   (a) The Sales Price described in Paragraph 3 of the Contract is hereby amended to $700,000; and

   (b) Pursuant to Paragraph 2 of the Special Provisions Addendum A to Contract attached to and made a part of the Contract, the Parties acknowledge and agree that the legal description of the Property set forth and described in the Survey attached hereto as Exhibit "A" is the correct and final description of the Property to be conveyed at the Closing.

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

4. Confirmation. In all other respects, the Contract, as modified by this Amendment, is ratified and confirmed. All terms and provisions of the Contract shall remain in full force and effect as originally executed, except as modified herein. In the event there is a conflict between the terms and provisions of this Amendment and the Contract, the terms and provisions of this Amendment shall control.

5. Counterparts. This Amendment may be executed and delivered in multiple counterparts and each counterpart so delivered shall be binding as to such party, and all counterparts together shall constitute one original and the same instrument.
This Amendment has been executed by the parties hereto and is effective for all purposes as of the Effective Date.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the day and year first above written.

Seller:

Rosa Maria Valdez, an Individual
Jose Gonzalez
Rafaela Gonzalez

Buyer:

Texas Grey Oaks, LLC, or assignee

By Steve Lollis, Manager
EXHIBIT A

Survey Description of Property
(See Attached)
February 22, 2018

METES AND BOUNDS DESCRIPTION
4.613 ACRES OUT OF
FARM TRACT 154, BLOCK 179,
WEST TRACT SUBDIVISION
LLANO GRANDE GRANT
CITY OF WESLACO,
HIDALGO COUNTY, TEXAS

A tract of land containing 4.613 acres situated in the City of Weslaco, Hidalgo County, Texas, being a part or portion out of Farm Tract 154, Block 179, West Tract Subdivision Llano Grande Grant, according to the plat thereof recorded in Volume 2, Pages 34-37, Hidalgo County Map Records, which said 4.613-acre tract is out of a bigger tract conveyed to Rosa Maria Valdez, by virtue of a Warranty Deed recorded under Document Number 2496936, Hidalgo County Official Records, said 4.613 acres also being more particularly described as follows:

BEGINNING at a Nail set on the Southwest corner of Sunflower Subdivision, according to the plat thereof recorded in Volume 29, Page 157B, Hidalgo County Map Records and within the existing right-of-way of Mile 6 ½ West, for the Northwest corner of this tract;

1. THENCE, N 88° 47' 28" E (East deed call) along the South line of said Sunflower Subdivision, at a distance of 20.00 feet pass a No. 4 rebar found on the existing East right-of-way line of Mile 6 ½ West, continuing a total distance of 622.87 feet to a No. 4 rebar set [Northing: 16589357, Easting: 1143909.434] for the Northeast corner of this tract;

2. THENCE, S 28° 07' 28" W (S 29° 20' W deed call) a distance of 449.52 feet to a No. 4 rebar set, for the Southeast corner of this tract;

3. THENCE, S 88° 47' 28" W at a distance of 382.65 feet pass a No. 4 rebar set on the existing East right-of-way line of Mile 6 ½ West, continuing a total distance of 402.65 feet to a Nail set on the West line of said Tract 154, Block 179, the East line of Flora Subdivision, according to the plat thereof recorded in Volume 19, Page 56, Hidalgo County Map Records and within the right-of-way of Mile 6 ½ West, for the Southwest corner of this tract;

4. THENCE, N 01° 12' 32" W (North) along the West line of said Tract 154, Block 179, the East line of said Flora Subdivision and within the right-of-way of Mile 6 ½ West, a distance of 391.89 feet to the POINT OF BEGINNING and containing 4.613 acres, of which 0.180 of one acre lies within the existing right-of-way of Mile 6 ½ West, leaving a net of 4.433 acres of land, more or less.

I, ROBERTO N. TAMEZ, A REGISTERED PROFESSIONAL LAND SURVEYOR DO HEREBY AFFIRM THAT THIS METES AND BOUNDS DESCRIPTION REPRESENTS THE RESULTS OF A SURVEY MADE ON THE GROUND ON 01/30/2018 UNDER MY DIRECTION AND SUPERVISION.

ROBERTO N. TAMEZ, R.P.L.S. #6238 DATE:
Commitment

COMMITMENT FOR TITLE INSURANCE (T-7)

Issued By:  
Chicago Title Insurance Company

Commitment Number:  
CTT17688581

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 (Chicago Title Insurance Company, a Florida corporation) 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.

We (Chicago Title Insurance Company, a Florida corporation) 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.

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.
Effective Date: **February 15, 2018** at 8:00 AM
Commitment No.: CTT17688581-Commitment for Title Insurance (T-7) - 2014

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:** $700,000.00
      **PROPOSED INSURED:** Texas Grey Oaks, LLC

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

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

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

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

- **Rosa Maria Valdez** (fee simple)
- **Jose Gonzalez and Rafaela Gonzalez** (Life estate)

Title via:

Warranty Deed with Vendor's Lien dated May 7, 1993 from Tonino Petrocco and wife, Dorina Petrocco to Rosa Maria Gonzalez, Jose Gonzalez and wife, Rafaela Gonzalez, filed under Clerk's File No. 322314, Official Records of Hidalgo County, Texas.

Gift Warranty Deed dated March 5, 1997 from Rosa Maria Gonzalez to Jose Gonzalez and wife, Rafaela Gonzalez, filed under Clerks File No. 1274935, Official Records of Hidalgo County, Texas.

Warranty Deed dated March 17, 2014 from Jose Gonzalez and Rafaela Gonzalez to Rosa Maria Valdez, filed under Clerk's File No. 2496936, Official Records of Hidalgo County, Texas.

4. Legal description of land:

A tract of land containing 4.613 acres situated in the City of Weslaco, Hidalgo County, Texas, being a part or portion out of Farm Tract 154, Block 179, West Tract Subdivision Llano Grande Grant, according to the plat thereof recorded in Volume 2, Pages 34-37, Hidalgo County Map Records, which said 4.613-acre tract is out of a bigger tract conveyed to Rosa Maria Valdez, by virtue of a Warranty Deed recorded under Document Number 2496936, Hidalgo County Official Records, said 4.613 acres also being more particularly described as follows:

BEGINNING at a Nail set on the Southwest corner of Sunflower Subdivision, according to the plat thereof recorded in Volume 29, Page 157B, Hidalgo County Map Records and within the existing right-of-way of Mile 6 ½ West, for the Northwest corner of this tract;

1. THENCE, N 88° 47' 28" E (East deed call) along the South line of said Sunflower Subdivision, at a distance of 20.00 feet pass a No. 4 rebar found on the existing East right-of-way line of Mile 6 ½ West, continuing a total distance of 622.87 feet to a No. 4 rebar set [Northing: 16589357, Easting: 1143909.434] for the Northeast corner of this tract;

2. THENCE, S 28° 07' 28" W (S 29° 20' W deed call) a distance of 449.52 feet to a No. 4 rebar set, for the Southeast corner of this tract;

3. THENCE, S 88° 47' 28" W at a distance of 382.65 feet pass a No. 4 rebar set on the existing East right-of-way line of Mile 6 ½ West, continuing a total distance of 402.65 feet to a Nail set on the West line of said Tract 154, Block 179, the East line of Flora Subdivision, according to the plat thereof recorded in Volume 19, Page 56, Hidalgo County Map Records and within the right-of-way of Mile 6 ½ West, for the Southwest corner of this tract;

4. THENCE, N 01° 12' 32" W (North) along the West line of said Tract 154, Block 179, the East line of said Flora Subdivision and within the right-of-way of Mile 6 ½ West, a distance of 391.89 feet to the POINT OF BEGINNING and containing 4.613 acres, of which 0.180 of one acre lies within the existing right-of-way of Mile 6 ½ West, leaving a net of 4.433 acres of land, more or less.

NOTE: This Company does not represent that the above acreage or square footage calculations are correct.
SCHEDULE A  
(continued)  

END OF SCHEDULE A
SCHEDULE B
EXCEPTIONS FROM COVERAGE

Commitment No.: CTT17688581

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

1. Deleted.

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 Policy only.)

4. Any title 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 or 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 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 years. (If Texas Short Form Residential Mortgagee Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year 2018 and subsequent years.")

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

7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Mortgagee 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 Mortgagee Policy (T-2) only.)

9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Mortgagee Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Mortgagee 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 Mortgagee 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. Rights of parties in possession.

   b. Intentionally deleted

   c. Statutory rights, rules, regulations, easements and liens in favor of Hidalgo and Cameron Counties Irrigation District No. 9, pursuant to applicable sections of the Texas Water Code. (Blanket)

   d. Easements and reservations as shown according to the map or plat thereof recorded in Volume 2, Pages 34-37, Map Records of Hidalgo County, Texas.

   e. Intentionally deleted

   f. Intentionally deleted

   g. Intentionally deleted

   h. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, dated July 24, 1981, by and between H.A. Hackney aka Herbert A. Hackney and wife, Nadine Hackney, as Lessor, and Southport Exploration, Inc., as Lessee, recorded October 17, 1981 at Volume 406, Page 308, Oil and Gas Lease Records of Hidalgo County, Texas. Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to the ownership or holder of such interest(s).

   i. Coal, lignite, oil, gas or other mineral interest(s), together with rights incident thereto, contained in instrument dated December 9, 1975, recorded December 16, 1975 at Volume 1466, Page 468, Deed of the Official Records of Hidalgo County, Texas, which document contains the following language "Save and Except all oil, gas and other minerals." Reference to which instrument is here made for full particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to the ownership or holder of such interest(s).

   j. 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 are EXCLUDED FROM COVERAGE under this policy, the entire mineral estate having been reserved unto predecessors in title, and subject to any valid oil and gas leases affecting the above described property.

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

   l. Rights of the Public in and to any portion of subject property lying within Mile 6 1/2 West Right of Way.

   m. The following matters, and all rights related thereto, as shown on survey dated February 22, 2018 by Roberto N. Tamez RPLS No. 6238:

      1. Fences do not lie on property line

   n. If any portion of the proposed loan and/or the Owner's Title Policy coverage amount includes funds for immediately contemplated improvements, the following exceptions will appear in Schedule B of any policy
SCHEDULE B
EXCEPTIONS FROM COVERAGE
(continued)

issued as indicated:

Owner and Loan Policy(ies): 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 County, Texas, prior to the date hereof.

Owner Policy(ies) Only: Liability hereunder at the date hereof is limited to $0.00. Liability shall increase as contemplated improvements are made, so that any loss payable hereunder shall be limited to said sum plus the amount actually expended by the insured in 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.

Loan Policy(ies) Only: 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 increase as each disbursement is made in good faith and without knowledge of any defect 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.
SCHEDULE C

Commitment No.: CTT17688581

GF No.: CTH-COM-CTT17688581JK

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

6. The following described government lien(s) is/are filed against persons of the same or similar names as ROSA MARIA VALDEZ ALSO KNOWN AS ROSA MARIA GONZALEZ This Company requires a release or satisfactory evidence that record title holder is not the same person named in said liens. Should closer ascertain they are not the same person, have them execute an “Affidavit Not the Same Person” which should include the affiant’s Driver’s License No, Social Security No. and Address, to be kept in file at closing.

An abstract of judgment for the amount shown below and any other amounts due:

Amount: $ (as therein shown)
Debtor: Maria Gonzalez and Daniel Gonzalez
Creditor: Mission CISD and United Irrigation District
Date entered: August 17, 2000
County: Hidalgo
Court: 332nd District Court
Cause No.: T-860-98-F
Recording Date: September 25, 2000
Recording No: 907646, Official Records of Hidalgo County, Texas

A state tax lien for the amount shown and any other amounts due,

Filed by: State of Texas
SCHEDULE C  
(continued)

Taxpayer: Maria Gonzalez  
Amount: $6,456.06  
Recording Date: January 29, 2001  
Recording No: 938979, Official Records of Hidalgo County, Texas

An abstract of judgment for the amount shown below and any other amounts due:

Amount: $ (as therein shown)  
Debtor: Maria R. Gonzalez, et al  
Creditor: Mission CISD and United Irrigation District  
Date entered: May 31, 2002  
County: Hidalgo  
Court: 92nd District Court  
Cause No.: T-414-99-A  
Recording Date: July 15, 2002  
Recording No: 1101638, Official Records of Hidalgo County, Texas.

An abstract of judgment for the amount shown below and any other amounts due:

Amount: $ (as therein shown)  
Debtor: Rosa Gonzalez and Reynaldo Ramirez  
Creditor: Mission CISD  
Date entered: May 28, 2003  
County: Hidalgo  
Court: 92nd District Court  
Cause No.: T-685-02-A  
Recording Date: July 17, 2003  
Recording No: 1222196, Official Records of Hidalgo County, Texas.

An abstract of judgment for the amount shown below and any other amounts due:

Amount: $ (as therein shown)  
Debtor: Alfredo Gonzalez and Maria Gonzalez  
Creditor: Mission CISD  
Date entered: July 22, 2003  
County: Hidalgo  
Court: 389th District Court  
Cause No.: T-332-02-H  
Recording Date: September 12, 2003  
Recording No: 1243015, Official Records of Hidalgo County, Texas

An abstract of judgment for the amount shown below and any other amounts due:

Amount: $ (as therein shown)  
Debtor: Rosa Gonzalez  
Creditor: Sharyland ISD, et al  
Date entered: September 6, 2002  
County: Hidalgo  
Court: 370th District Court  
Cause No.: T-133-99-G  
Recording Date: November 26, 2003  
Recording No: 1270479, Official Records of Hidalgo County, Texas
SCHEDULE C

(continued)

An abstract of judgment for the amount shown below and any other amounts due:

Amount: $(as therein shown)
Debtor: Rosa Maria Gonzalez, Trustee for Carolinas Gonzalez
Creditor: Mission CISD
Date entered: February 9, 2004
County: Hidalgo
Court: 389th District Court
Cause No.: T-548-03-H
Recording Date: March 18, 2004
Recording No: 1310484, Official Records of Hidalgo County, Texas

Notice of Child Support Lien

Amount: $10,907.30
Against: Rosa Gonzalez (xxx-xx-1839)
Recording No.: 1319887, Official Records of Hidalgo County, Texas

An abstract of judgment for the amount shown below and any other amounts due:

Amount: $3,781.94
Debtor: Maria Gonzalez
Creditor: CACV of Colorado, LLC
Date entered: February 21, 2008
County: Hidalgo
Court: County Court at Law No. 4
Cause No.: CL-07-0083-D
Recording Date: October 6, 2008
Recording No: 1934725, Official Records of Hidalgo County, Texas.

An abstract of judgment for the amount shown below and any other amounts due:

Amount: $2,554.73
Debtor: Joseph Gonzalez and Maria Gonzalez
Creditor: Harvest Credit Management VI-B, LLC
Date entered: February 5, 2008
County: Hidalgo
Court: County Court at Law No. 5
Cause No.: CL-06-2930-E
Recording Date: October 10, 2008
Recording No: 1936273, Official Records of Hidalgo County, Texas.

An abstract of judgment for the amount shown below and any other amounts due:

Amount: $7,050.52
Debtor: Mary Gonzalez (xxx-xx-1561)
Creditor: CACV of Colorado, LLC
Date entered: February 19, 2009
County: Hidalgo
Court: Justice of the Peace Pct 1
Cause No.: E091063
Recording Date: May 19, 2009
Recording No: 1999347, Official Records of Hidalgo County, Texas.
SCHEDULE C
(continued)

An abstract of judgment for the amount shown below and any other amounts due:

Amount: $617.29
Debtor: Rosa Maria Gonzalez (xxx-xx-0006)
Creditor: Lack's Valley Stores, Ltd.
Date entered: May 20, 2010
County: Hidalgo
Court: Justice of the Peace Pct 2, PI 2
Cause No.: C-252-10-21
Recording Date: June 28, 2010
Recording No: 2115232, Official Records of Hidalgo County, Texas

An abstract of judgment for the amount shown below and any other amounts due:

Amount: $1,426.87
Debtor: Rosa Maria Gonzalez
Creditor: Gary Randall Fleck
Date entered: February 23, 2011
County: Hidalgo
Court: Justice of the Peace Pct 3, PI 2
Cause No.: S-11-014MO
Recording Date: March 8, 2011
Recording No: 2185890, Official Records of Hidalgo County, Texas

A tax lien for the amount shown and any other amounts due, in favor of the United States of America, assessed by the District Director of Internal Revenue.

Taxpayer: David Alanis and Maria Gonzalez
Amount: $125,523.08
Recording Date: May 18, 2011
Recording No: 2207746, Official Records of Hidalgo County, Texas

An abstract of judgment for the amount shown below and any other amounts due:

Amount: $4,786.00
Debtor: Maria Gonzalez (dob 09/26/44) and Adalberto Gonzalez
Creditor: Arrow Financial Services, LLC
Date entered: April 27, 2011
County: Hidalgo
Court: Justice of the Peace Pct 2, PI 1
Cause No.: C-1760-09-21
Recording Date: July 13, 2011
Recording No: 2222493, Official Records of Hidalgo County, Texas

An abstract of judgment for the amount shown below and any other amounts due:

Amount: $2,862.09
Debtor: Rosa Gonzalez (dob 06/17/84)
Creditor: Liberty Point Corporation
Date entered: May 14, 2008
County: Hidalgo
Court: Justice of the Peace Pct 4, PI 1
Cause No.: E07-1510
SCHEDULE C
(continued)

Recording Date: August 9, 2011
Recording No: 2230095, Official Records of Hidalgo County, Texas.

An abstract of judgment for the amount shown below and any other amounts due:

Amount: $2,879.42
Debtor: Maria Gonzales (dob 07/04/24)
Creditor: LVNV Funding LLC
Date entered: July 15, 2009
County: Hidalgo
Court: Justice of the Peace Pct 4, PI 1
Cause No.: E07-1316
Recording Date: August 9, 2011
Recording No: 2230095, Official Records of Hidalgo County, Texas.

An abstract of judgment for the amount shown below and any other amounts due:

Amount: $1,251.83
Debtor: Maria Gonzalez, Individually and dba McAllen Flower Shop
Creditor: Hidalgo County, et al
Date entered: February 23, 2012
County: Hidalgo
Court: 206th District Court
Cause No.: T-1540-11-D
Recording Date: January 2, 2013
Recording No: 2370339, Official Records of Hidalgo County, Texas

An abstract of judgment for the amount shown below and any other amounts due:

Amount: $1,695.56
Debtor: Maria Gonzalez (xxx-xx-7209)
Date entered: September 5, 2012
County: Hidalgo
Court: 
Cause No.: C-0757-12-21
Recording Date: January 7, 2013
Recording No: 2371648, Official Records of Hidalgo County, Texas

An abstract of judgment for the amount shown below and any other amounts due:

Amount: $3,888.71
Debtor: Maria Gonzalez (xxx-xx-0374)
Creditor: Lack's Valley Stores, Ltd.
Date entered: October 9, 2012
County: Hidalgo
Court: Justice of the Peace Pct 4, PI 2
Cause No.: JP2012-304
Recording Date: May 29, 2013
Recording No: 2416607, Official Records of Hidalgo County, Texas

An abstract of judgment for the amount shown below and any other amounts due:

Amount: $1,934.86
SCHEDULE C
(continued)

Debtor: Rosa Gonzalez
Creditor: LVNV Funding, LLC
Date entered: November 5, 2009
County: Hidalgo
Court: Justice of the Peace Pct 4, Pl 1
Cause No.: E08-696
Recording Date:April 9, 2014
Recording No: 2502271, Official Records of Hidalgo County, Texas

An abstract of judgment for the amount shown below and any other amounts due:

Amount: $2,044.60
Debtor: Maria Gonzalez
Creditor: Hidalgo County, et al.
Date entered: September 20, 2013
County: Hidalgo
Court: 332nd District Court
Cause No.: T-0249-13
Recording Date:August 1, 2014
Recording No: 2536044, Official Records of Hidalgo County, Texas

An abstract of judgment for the amount shown below and any other amounts due:

Amount: $521.14
Debtor: Maria Gonzalez and Rodolfo Gonzalez
Creditor: Lack's Valley Stores, Ltd.
Date entered: December 30, 2014
County: Hidalgo
Court: Justice of the Peace Pct 3, PI 2
Cause No.: S-14-368-MO
Recording Date:March 10, 2015
Recording No: 2592772, Official Records of Hidalgo County, Texas

An abstract of judgment for the amount shown below and any other amounts due:

Amount: $600.35
Debtor: Mary Gonzalez (xxxx-xx-0562)
Creditor: Lack's Valley Stores, Ltd.
Date entered: October 25, 2014
County: Hidalgo
Court: Justice of the Peace Pct 3, PI 2
Cause No.: C-13-452MO
Recording Date:March 10, 2015
Recording No: 2592816, Official Records of Hidalgo County, Texas

An abstract of judgment for the amount shown below and any other amounts due:

Amount: $5,139.95
Debtor: Maria Gonzalez (xxx-xx-5495)
Creditor: Portfolio Recovery Associates, LLC assignee of GE Money Bank, FSB (JC Penney)
Date entered: March 4, 2014
County: Hidalgo
Court: Justice of the Peace Pct 3, PI 2
Cause No.: C-13-381 MO
SCHEDULE C
(continued)

Recording Date: June 16, 2015
Recording No: 2620143, Official Records of Hidalgo County, Texas

An abstract of judgment for the amount shown below and any other amounts due:

Amount: $3,247.54
Debtor: Maria Gonzales (xxx-xx-4954)
Creditor: Midland Funding, LLC
Date entered: October 20, 2014
County: Hidalgo
Court: Justice of the Peace Pct 5, PI 1
Cause No.: DC14-014

Recording Date: August 5, 2015
Recording No: 2634992, Official Records of Hidalgo County, Texas

An abstract of judgment for the amount shown below and any other amounts due:

Amount: $3,881.63
Debtor: Maria Gonzalez (xxx-xx-1759)
Creditor: Midland Funding, LLC
Date entered: August 26, 2015
County: Hidalgo
Court: Justice of the Peace Pct 2, PI 1
Cause No.: C-1129-15-21

Recording Date: May 23, 2016
Recording No: 2714809, Official Records of Hidalgo County, Texas

An abstract of judgment for the amount shown below and any other amounts due:

Amount: $900.00
Debtor: Maria Rosa Gonzalez (TDL xxxxx666)
Creditor: San Juanita Elizondo
Date entered: May 25, 2017
County: Hidalgo
Court: Justice of the Peace Pct 3, PI 1
Cause No.: LT17-0336-J31

Recording Date: July 17, 2017
Recording No: 2832060, Official Records of Hidalgo County, Texas.

An abstract of judgment for the amount shown below and any other amounts due:

Amount: $1,466.69
Debtor: Alvaro Gonzalez and Rosa Gonzalez (xxx-xx-5307)
Creditor: Lack's Valley Stores, Ltd.
Date entered: August 22, 2017
County: Hidalgo
Court: Justice of the Peace Pct 4, PI 1
Cause No.: SC17-0096-J41

Recording Date: July 17, 2017
Recording No: 2853757, Official Records of Hidalgo County, Texas.
7. The following described government lien(s) is/are filed against persons of the same or similar names as JOSE GONZALEZ. This Company requires a release or satisfactory evidence that record title holder is not the same person named in said liens. Should closer ascertain they are not the same person, have them execute an "Affidavit Not the Same Person" which should include the affiant's Driver's License No, Social Security No. and Address, to be kept in file at closing.

An abstract of judgment for the amount shown below and any other amounts due:

Amount: $9,700.00
Debtor: Jose Gonzalez
Creditor: Misael Tijerina
Date entered: November 9, 2009
County: Hidalgo
Court: Justice of the Peace Pct 5, P11
Cause No.: CC09-210
Recording Date: November 23, 2009
Recording No: 2054036, Official Records of Hidalgo County, Texas.

An abstract of judgment for the amount shown below and any other amounts due:

Amount: $1,602.70
Debtor: Jose A. Gonzalez, Individually and dba Jesse's Town and Country Mart and Hetero Gonzalez, Individually and dba Jesse's Town & Country Mart
Creditor: Hidalgo county and Hidalgo Country Drainage District No. 1
Date entered: October 7, 2009
County: Hidalgo
Court: 389th District Court
Cause No.: T-615-09-H
Recording Date: May 26, 2010
Recording No: 2106345, Official Records of Hidalgo County, Texas.

An abstract of judgment for the amount shown below and any other amounts due:

Amount: $14,264.80
Debtor: Jose C. Gonzalez
Creditor: Deere & Company dba John Deere company
Date entered: August 10, 2010
County: Hidalgo
Court: County Court at Law No. 2
Cause No.: CL-10-0911-B
Recording Date:October 4, 2010
Recording No: 2143380, Official Records of Hidalgo County, Texas.

An abstract of judgment for the amount shown below and any other amounts due:

Amount: $3,567.01
Debtor: Jose Gonzalez
Creditor: Action Career Training
Date entered: January 27, 2012
County: Taylor
Court: Justice of the Peace Pct 1, PI 2
Cause No.: SC11-21133J12
SCHEDULE C
(continued)

Recording Date: April 12, 2012
Recording No: 2298237, Official Records of Hidalgo County, Texas.

An abstract of judgment for the amount shown below and any other amounts due:

Amount: $736.00
Debtor: Arnold Jose Gonzalez
Creditor: Enedina Mares
Date entered: August 8, 2012
County: Hidalgo
Court: Justice of the Peace Pct 3, PI 2
Cause No.: S-12-081 MO
Recording Date: May 24, 2013
Recording No: 2415647, Official Records of Hidalgo County, Texas.

An abstract of judgment for the amount shown below and any other amounts due:

Amount: $1,485.15
Debtor: Jose F. Gonzales
Creditor: LLC Midland Funding
Date entered: August 17, 2009
County: Hidalgo
Court: Justice of the Peace Pct. 2, PI 1
Cause No.: 0-5424-09-21
Recording Date: October 1, 2014
Recording No: 2567408, Official Records of Hidalgo County, Texas.

An abstract of judgment for the amount shown below and any other amounts due:

Amount: $85,000.00
Creditor: DW Distribution, Inc.
Date entered: February 4, 2014
County: Dallas
Court: 162nd District Court
Cause No.: DC-13-048733-1
Recording Date: December 12, 2014
Recording No: 2570745, Official Records of Hidalgo County, Texas.

An abstract of judgment for the amount shown below and any other amounts due:

Amount: $4,158.12
Debtor: Jose Gonzalez, Individually and dba Jesse's Town and Country Mart and Hector Gonzalez, Individually
and dba Jesse's Town and Country Mart
Creditor: Edinburgh Consolidated Independent School District
Date entered: October 7, 2009
County: Hidalgo
Court: 389th District Court
Cause No.: T-615-09-H
Recording Date: August 17, 2016
Recording No: 2738626, Official Records of Hidalgo County, Texas.

A tax lien for the amount shown and any other amounts due, in favor of the United States of America, assessed by
the District Director of Internal Revenue.

Form T-7: Commitment for Title Insurance (01/03/14)
TX-CT-FOHO-03305.532015-SPS-1-18-CTT17688581
SCHEDULE C
(continued)

Taxpayer: Jose C. Gonzalez and Allegiance Security Services
Amount: $46,085.57
Recording Date: January 26, 2016
Recording No: 2680033, Official Records of Hidalgo County, Texas.

A tax lien for the amount shown and any other amounts due, in favor of the United States of America, assessed by the District Director of Internal Revenue.

Taxpayer: Jose C. Gonzalez and Allegiance Security Services
Amount: $40,113.14
Recording Date: May 10, 2016
Recording No: 2710921, Official Records of Hidalgo County, Texas.

A tax lien for the amount shown and any other amounts due, in favor of the United States of America, assessed by the District Director of Internal Revenue.

Taxpayer: Jose C. Gonzalez and Allegiance Security Services
Amount: $44,188.56
Recording Date: September 6, 2016
Recording No: 2744055, Official Records of Hidalgo County, Texas.

A state tax lien for the amount shown and any other amounts due,

Filed by: State of Texas
Taxpayer: Jose Gonzales Garcia, Jr.
Amount: $214.99
Recording Date: June 18, 2004
Recording No: 1348183, Official Records of Hidalgo County, Texas.

A state tax lien for the amount shown and any other amounts due,

Filed by: State of Texas
Taxpayer: Jose Gonzalez
Amount: $428.76
Recording Date: July 28, 2005
Recording No: 1502275, Official Records of Hidalgo County, Texas.

A state tax lien for the amount shown and any other amounts due,

Filed by: Texas Workforce Commission
Taxpayer: Jose Concepcion Gonzalez and Allegiance Security Services
Amount: $4,097.05
Recording Date: May 18, 2015
Recording No: 2612336, Official Records of Hidalgo County, Texas.

A state tax lien for the amount shown and any other amounts due,

Filed by: State of Texas
Taxpayer: Jose Guadalupe Gonzalez, Jr.
Amount: $8,162.09
Recording Date: October 11, 2017
Recording No: 2856595, Official Records of Hidalgo County, Texas.
An abstract of judgment for the amount shown below and any other amounts due:

Amount: $6753.19  
Debtor: Jose Gonzalez aka Jose D. Gonzalez and Jose D. Gonzalez Lopez dba Left Lane Produce  
Creditor: IPFS Corporation  
Date entered: December 20, 2017  
County: Harris  
Court: Justice of the Peach Pct 1 Pl 2  
Cause No. 171200459557  
Recording Date: January 30, 2018  
Recording No. 2883888, Official Records, Hidalgo County, Texas

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

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

Limited Liability Company: TEXAS GREY OAKS

a. A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.

b. If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendment thereto with the appropriate filing stamps.

c. If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.

d. A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created

e. If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.
SCHEDULE C
(continued)

10. Note – Important Notice

You have the right to have your funds deposited in an interest-bearing account.

If you choose to establish an interest-bearing account for your deposit, notify your escrow officer immediately. Thereafter you will be provided with a Notice of Election form which you should complete in writing by completing and returning the form, along with your taxpayer identification information, not later than five (5) days before the scheduled closing. If you choose to establish an interest-bearing account for your deposit, an additional charge of $50.00 will be required. This charge may exceed the amount of interest to be earned on the deposit, depending on the amount, applicable interest rate, and the duration of the deposit.

As an example, the amount of interest you can earn on a deposit of $1000.00 for a thirty-day period at an interest rate of 4% is $3.33. Interest earned is dependent on the amount of deposit, time of deposit and the applicable interest rate.

If you do not choose to establish an interest-bearing account for your deposit, your funds will be deposited with other escrow funds in your escrow agent's general escrow account with an authorized financial institution and may be transferred to another general escrow account or accounts. By reason of the banking relationship between our Company and the financial institution, the Company may receive an array of bank services, accommodations or other benefits. The escrow funds will not be affected by such services, accommodations or other benefits.

Failure to notify your escrow officer and complete the additional required investment authorization form shall constitute waiver of any intention of establishing an interest-bearing account for your deposit(s).

11. An acceptable survey of subject property having been received, upon compliance with Rules P-2 and R-16, Schedule B, Item 2 will be amended to read "shortages in area" in its entirety.
SCHEDULE D

Commitment No.: CTT17688581

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 issuing Title Insurance Company, Chicago Title Insurance Company, is a corporation whose shareholders owning or controlling, directly or indirectly, 10% of said corporation, directors and officers are listed below:
   - **Shareholders:** Fidelity National Title Group, Inc. which is owned 100% by FNTG Holdings, LLC which is owned 100% by Fidelity National Financial, Inc.
   - **Directors:** Raymond Randall Quirk, Anthony John Park, Michael J. Nolan, Theodore L. Kessner, Edson N. Burton, Jr.
   - **Officers:** Raymond Randall Quirk (President), Anthony John Park (Executive Vice President), Michael Louis Gravelle (Secretary), Daniel Kennedy Murphy (Treasurer)

2. The following disclosures are made by the Title Insurance Agent issuing this Commitment:
   - **Chicago Title of Texas, LLC**
     (a) A listing of each shareholder, owner, partner, or other person having, owning or controlling one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium.
     - **Owners:** FNTS Holdings, LLC owns 100% of Alamo Title Holding Company, which owns 100% of Chicago Title of Texas, LLC
     (b) A listing of each shareholder, owner, partner, or other person having, owning or controlling 10 percent (10%) or more of an entity that has, owns or controls one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium.
     - **Owners:** FNTG Holdings, LLC owns 100% of FNTS Holdings, LLC
     (c) If the Agent is a corporation: (i) the name of each director of the Title Insurance Agent, and (ii) the names of the President, the Executive or Senior Vice-President, the Secretary and the Treasurer of the Title Insurance Agent.
     - **Officers/Directors:** Raymond Randall Quirk (President), Michael Louis Gravelle (Corporate Secretary), Joseph William Grealish (Executive Vice President), Daniel Kennedy Murphy (Treasurer), John Tannous (President and County Manager), Gayle Brand (President and County Manager), Brian K. Baize (President and County Manager), Carlos E. Valdes (President and County Manager), Robert B. Kuhn (President and County Manager)
     (d) The name of any person who is not a full-time employee of the Title Insurance Agent and who receives any portion of the title insurance premium for services performed on behalf of the Title Insurance Agent in connection with the issuance of a title insurance form; and, the amount of premium that any such person shall receive.
     (e) For purposes of this paragraph 2, "having, owning or controlling" includes the right to receipt of a percentage of net income, gross income, or cash flow of the Agent or entity in the percentage stated in subparagraphs (a) or (b).

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

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

<table>
<thead>
<tr>
<th>Owner's Policy</th>
<th>$4,199.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total</td>
<td>$4,199.00</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:

- **Percent/Amount**
  - TBD
- **To Whom**
  - San Jacinto Title Services of Texas, LLC Hidalgo
- **For Services**
  - E X A M

*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.
AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT
(Exhibit D in 24 CFR §3500)

Date:
To: Jose Gonzalez, Rafaela Gonzalez and Rosa Maria Valdez
Property: 4+/- acres near NEC of Mile 6 1/2 W. and W. Expy 83, Weslaco, TX 78596

This is to give you notice that Chicago Title of Texas, LLC, a subsidiary of Fidelity National Financial, Inc. has a business relationship with the settlement service providers listed below to which you have been referred. Each of the companies listed below is One-Hundred Percent (100%) owned directly or indirectly by Fidelity National Financial, Inc. Because of this relationship, this referral may provide Chicago Title of Texas, LLC with a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the listed providers as a condition for the consummation of the transaction involving the above referenced property.

<table>
<thead>
<tr>
<th>Settlement Service Provider:</th>
<th>Type of Settlement Provided:</th>
<th>Range of Charges:</th>
</tr>
</thead>
<tbody>
<tr>
<td>National TaxNet</td>
<td>Tax Information</td>
<td>$50 to $100 including sales tax and $5 for each additional parcel over 3 parcels</td>
</tr>
</tbody>
</table>

There are frequently other settlement service providers available who offer similar services. You are free to shop around to determine that you are receiving the best services and the best rate for these services.

Acknowledgment
I/We have read this disclosure form and understand that Chicago Title of Texas, LLC is referring me/us to purchase the above described settlement services and may receive a financial or other benefit as the result of this referral.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Jose Gonzalez ___________________________ Date
Rafaela Gonzalez ___________________________ Date
Rosa Maria Valdez ___________________________ Date
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.

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, insure that the purchaser has title to the mineral rights related to the surface estate.

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

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

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

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

---CONDITIONS are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.
You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-800-442-7067 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.
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 ___________________________
At Fidelity National Financial, Inc., we respect and believe it is important to protect the privacy of consumers and our customers. This Privacy Notice explains how we collect, use, and protect any information that we collect from you, when and to whom we disclose such information, and the choices you have about the use of that information. A summary of the Privacy Notice is below, and we encourage you to review the entirety of the Privacy Notice following this summary. You can opt-out of certain disclosures by following our opt-out procedure set forth at the end of this Privacy Notice.

<table>
<thead>
<tr>
<th>Types of Information Collected</th>
<th>How Information is Collected</th>
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</thead>
<tbody>
<tr>
<td>You may provide us with certain personal information about you, like your contact information, address demographic information, social security number (SSN), driver's license, passport, other government ID numbers and/or financial information. We may also receive browsing information from your Internet browser, computer and/or mobile device if you visit or use our websites or applications.</td>
<td>We may collect personal information from you via applications, forms, and correspondence we receive from you and others related to our transactions with you. When you visit our websites from your computer or mobile device, we automatically collect and store certain information available to us through your Internet browser or computer equipment to optimize your website experience.</td>
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<table>
<thead>
<tr>
<th>Use of Collected Information</th>
<th>When Information Is Disclosed</th>
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</thead>
<tbody>
<tr>
<td>We request and use your personal information to provide products and services to you, to improve our products and services, and to communicate with you about these products and services. We may also share your contact information with our affiliates for marketing purposes.</td>
<td>We may disclose your information to our affiliates and/or nonaffiliated parties providing services for you or us, to law enforcement agencies or governmental authorities, as required by law, and to parties whose interest in title must be determined.</td>
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<tr>
<th>Choices With Your Information</th>
<th>Information From Children</th>
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<tbody>
<tr>
<td>Your decision to submit information to us is entirely up to you. You can opt-out of certain disclosure or use of your information or choose to not provide any personal information to us.</td>
<td>We do not knowingly collect information from children who are under the age of 13, and our website is not intended to attract children.</td>
</tr>
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<tr>
<th>Privacy Outside the Website</th>
<th>International Users</th>
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<tbody>
<tr>
<td>We are not responsible for the privacy practices of third parties, even if our website links to those parties' websites.</td>
<td>By providing us with your information, you consent to its transfer, processing and storage outside of your country of residence, as well as the fact that we will handle such information consistent with this Privacy Notice.</td>
</tr>
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<thead>
<tr>
<th>The California Online Privacy Protection Act</th>
<th>Your Consent To This Privacy Notice</th>
</tr>
</thead>
<tbody>
<tr>
<td>Some FNF companies provide services to mortgage loan servicers and, in some cases, their websites collect information on behalf of mortgage loan servicers. The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through those websites.</td>
<td>By submitting information to us or by using our website, you are accepting and agreeing to the terms of this Privacy Notice.</td>
</tr>
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<tr>
<th>Access and Correction; Contact Us</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>If you desire to contact us regarding this notice or your information, please contact us at <a href="mailto:privacy@fnf.com">privacy@fnf.com</a> or as directed at the end of this Privacy Notice.</td>
<td></td>
</tr>
</tbody>
</table>

PRIVACY STATEMENT
TxFNFTIF_PrivacyStatement.doc
FIDELITY NATIONAL FINANCIAL
PRIVACY NOTICE
Effective: May 1, 2015; Last Updated: March 1, 2017

Fidelity National Financial, Inc. and its majority-owned subsidiary companies providing title insurance, real estate- and loan-related services (collectively, "FNF", "our" or "we") respect and are committed to protecting your privacy. We will take reasonable steps to ensure that your Personal Information and Browsing Information will only be used in compliance with this Privacy Notice and applicable laws. This Privacy Notice is only in effect for Personal Information and Browsing Information collected and/or owned by or on behalf of FNF, including Personal Information and Browsing Information collected through any FNF website, online service or application (collectively, the "Website").

Types of Information Collected
We may collect two types of information from you: Personal Information and Browsing Information.

Personal Information. FNF may collect the following categories of Personal Information:
- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- social security number (SSN), driver's license, passport, and other government ID numbers;
- financial account information; and
- other personal information needed from you to provide title insurance, real estate- and loan-related services to you.

Browsing Information. FNF may collect the following categories of Browsing Information:
- Internet Protocol (or IP) address or device ID/UDID, protocol and sequence information;
- browser language and type;
- domain name system requests;
- browsing history, such as time spent at a domain, time and date of your visit and number of clicks;
- http headers, application client and server banners; and
- operating system and fingerprinting data.

How Information is Collected
In the course of our business, we may collect Personal Information about you from the following sources:
- applications or other forms we receive from you or your authorized representative;
- the correspondence you and others send to us;
- information we receive through the Website;
- information about your transactions with, or services performed by, us, our affiliates or nonaffiliated third parties; and
- information from consumer or other reporting agencies and public records maintained by governmental entities that we obtain directly from those entities, our affiliates or others.

If you visit or use our Website, we may collect Browsing Information from you as follows:
- Browser Log Files. Our servers automatically log each visitor to the Website and collect and record certain browsing information about each visitor. The Browsing Information includes generic information and reveals nothing personal about the user.
- Cookies. When you visit our Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. When you visit a website again, the cookie allows the website to recognize your computer. Cookies may store user preferences and other information. You can choose whether or not to accept cookies by changing your Internet browser settings, which may impair or limit some functionality of the Website.

Use of Collected Information
Information collected by FNF is used for three main purposes:
- To provide products and services to you or any affiliate or third party who is obtaining services on your behalf or in connection with a transaction involving you.
- To improve our products and services.
When Information Is Disclosed

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) and Browsing Information to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Please see the section "Choices With Your Personal Information" to learn how to limit the discretionary disclosure of your Personal Information and Browsing Information.

Disclosures of your Personal Information may be made to the following categories of affiliates and nonaffiliated third parties:

- to third parties to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to our affiliate financial service providers for their use to market their products or services to you;
- to nonaffiliated third party service providers who provide or perform services on our behalf and use the disclosed information only in connection with such services;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to market financial products or services to you;
- to law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoena or court order;
- to lenders, lien holders, judgment creditors, or other parties claiming an interest in title whose claim or interest must be determined, settled, paid, or released prior to closing; and
- other third parties for whom you have given us written authorization to disclose your Personal Information.

We may disclose Personal Information and/or Browsing Information when required by law or in the good-faith belief that such disclosure is necessary to:

- comply with a legal process or applicable laws;
- enforce this Privacy Notice;
- investigate or respond to claims that any material, document, image, graphic, logo, design, audio, video or any other information provided by you violates the rights of a third party; or
- protect the rights, property or personal safety of FNF, its users or the public.

We maintain reasonable safeguards to keep your Personal Information secure. When we provide Personal Information to our affiliates or third party service providers as discussed in this Privacy Notice, we expect that these parties process such information in compliance with our Privacy Notice or in a manner that is in compliance with applicable privacy laws. The use of your information by a business partner may be subject to that party's own Privacy Notice. Unless permitted by law, we do not disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors. You expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings. We cannot and will not be responsible for any breach of security by a third party or for any actions of any third party that receives any of the information that is disclosed to us.

Choices With Your Information

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you. The uses of your Personal Information and/or Browsing Information that, by law, you cannot limit, include:

- for our everyday business purposes – to process your transactions, maintain your account(s), to respond to law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders, or report to credit bureaus;
- for our own marketing purposes;
- for joint marketing with financial companies; and
• for our affiliates’ everyday business purposes – information about your transactions and experiences.

You may choose to prevent FNF from disclosing or using your Personal Information and/or Browsing Information under the following circumstances ("opt-out"):  
• for our affiliates’ everyday business purposes – information about your creditworthiness; and  
• for our affiliates to market to you.

To the extent permitted above, you may opt-out of disclosure or use of your Personal Information and Browsing Information by notifying us by one of the methods at the end of this Privacy Notice. We do not share your personal information with non-affiliates for their direct marketing purposes.

For California Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties, except as permitted by California law. Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties, except as permitted by Vermont law, such as to process your transactions or to maintain your account. In addition, we will not share information about your creditworthiness with our affiliates except with your authorization. For joint marketing in Vermont, we will only disclose your name, contact information and information about your transactions.

Information From Children
The Website is meant for adults and is not intended or designed to attract children under the age of thirteen (13). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian. By using the Website, you affirm that you are over the age of 13 and will abide by the terms of this Privacy Notice.

Privacy Outside the Website
The Website may contain links to other websites. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites.

International Users
FNF’s headquarters is located within the United States. If you reside outside the United States or are a citizen of the European Union, please note that we may transfer your Personal Information and/or Browsing Information outside of your country of residence or the European Union for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection and transfer of such information in accordance with this Privacy Notice.

The California Online Privacy Protection Act
For some FNF websites, such as the Customer CareNet ("CCN"), FNF is acting as a third party service provider to a mortgage loan servicer. In those instances, we may collect certain information on behalf of that mortgage loan servicer via the website. The information which we may collect on behalf of the mortgage loan servicer is as follows:
• first and last name;  
• property address;  
• user name and password;  
• loan number;  
• social security number - masked upon entry;  
• email address;
• three security questions and answers; and
• IP address.

The information you submit through the website is then transferred to your mortgage loan servicer by way of CCN.

The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through this website. For example, if you believe that your payment or user information is incorrect, you must contact your mortgage loan servicer.

CCN does not share consumer information with third parties, other than (1) those with which the mortgage loan servicer has contracted to interface with the CCN application, or (2) law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders. All sections of this Privacy Notice apply to your interaction with CCN, except for the sections titled "Choices with Your Information" and "Access and Correction." If you have questions regarding the choices you have with regard to your personal information or how to access or correct your personal information, you should contact your mortgage loan servicer.

**Your Consent To This Privacy Notice**

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information by us in compliance with this Privacy Notice. Amendments to the Privacy Notice will be posted on the Website. Each time you provide information to us, or we receive information about you, following any amendment of this Privacy Notice will signify your assent to and acceptance of its revised terms for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you submit to us in any manner that we may choose without notice or compensation to you.

**Accessing and Correcting Information; Contact Us**

If you have questions, would like to access or correct your Personal Information, or want to opt-out of information sharing with our affiliates for their marketing purposes, please send your requests to privacy@fnf.com or by mail or phone to:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer
(888) 934-3354
# 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 any legal descriptions. If the boundaries of the plat and development site do not match the boundaries of the plat and development site, provide an overlay plat of the development site.

### Table 1

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

<table>
<thead>
<tr>
<th>Street Address</th>
<th>City</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Name for Seller</td>
<td>Name of Seller Entity</td>
</tr>
<tr>
<td><strong>Only list if owner has owned &lt;36 mos.</strong></td>
<td><strong>Only list if owner has owned &lt;36 mos.</strong></td>
</tr>
<tr>
<td>Contact Name for Previous Seller</td>
<td>Name of Previous Seller Entity</td>
</tr>
</tbody>
</table>

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

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

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

If yes above, describe relationship: [ ]

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

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

### Table 2

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

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

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

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

If a revised form is submitted, date of submission: [ ]
<table>
<thead>
<tr>
<th>Contract Number</th>
<th>Census Tract</th>
<th>Acreage</th>
<th>Date of Sale</th>
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<tbody>
<tr>
<td>Street Address</td>
<td>City</td>
<td></td>
<td></td>
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<tr>
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<tr>
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<th>Acres</th>
</tr>
</thead>
<tbody>
<tr>
<td>a.</td>
<td></td>
<td></td>
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<tr>
<td>b.</td>
<td></td>
<td></td>
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<tr>
<td>c.</td>
<td></td>
<td></td>
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</tbody>
</table>

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<tr>
<th>Address</th>
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</thead>
<tbody>
<tr>
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<td></td>
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<tr>
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<tr>
<td>c.</td>
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</tbody>
</table>

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</table>

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

If yes above, describe relationship:  

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a.  

<table>
<thead>
<tr>
<th>Address</th>
<th>Abbreviated Legal</th>
<th>Acres</th>
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</table>

b.  

<table>
<thead>
<tr>
<th>Address</th>
<th>Abbreviated Legal</th>
<th>Acres</th>
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</thead>
</table>

c.  

<table>
<thead>
<tr>
<th>Address</th>
<th>Abbreviated Legal</th>
<th>Acres</th>
</tr>
</thead>
</table>

If a revised form is submitted, date of submission:  

(Rows 135-433 are hidden. Unhide to use additional cells; items beyond the number provided can be created by using the copy/paste function below the available tables.)
Elected officials were identified in the Pre-Application, and there have been no changes.
(If box above is checked, these forms may be left BLANK.)

Please identify all elected officials which represent the Development Site.

<table>
<thead>
<tr>
<th><strong>US Representative</strong></th>
<th>District</th>
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<tbody>
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<table>
<thead>
<tr>
<th>State Senator</th>
<th>District</th>
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<table>
<thead>
<tr>
<th>State Representative</th>
<th>District</th>
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<tr>
<th>Support Letter</th>
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<tr>
<th>City Mayor</th>
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<tr>
<th>School Superintendent</th>
<th>District Name</th>
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<tr>
<th>Presiding officer of Board of Trustees</th>
<th>Email</th>
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*While Applicants are not required to notify US Representatives, the Department is required to notify them. Therefore, Applicant must identify the appropriate US Representative of the district containing the Development.*
<table>
<thead>
<tr>
<th>District/Precinct</th>
<th>Email or Phone</th>
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<td>District/Precinct</td>
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</tbody>
</table>
Identify all Neighborhood Organizations on record with the county or Texas Secretary of State as of the beginning of the Application Acceptance Period whose boundaries include the Development Site.

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

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

<table>
<thead>
<tr>
<th>Name of Organization</th>
<th>Contact Name</th>
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</thead>
<tbody>
<tr>
<td>Address</td>
<td>City</td>
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<tr>
<td>Zip</td>
<td>Phone</td>
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<tr>
<td>Fax or Email</td>
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<table>
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<td>Phone</td>
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<tr>
<td>Fax or Email</td>
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<td></td>
<td>Name of Organization</td>
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<td>6.</td>
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<td>Address</td>
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<td>7.</td>
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<td>Address</td>
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CERTIFICATION OF NOTIFICATIONS (ALL PROGRAMS)

Pursuant to §10.203 of the Uniform Multifamily Rules, evidence of notifications includes this sworn affidavit, and the Elected Officials and Neighborhood Organizations Forms. All Applicants, or persons with signing authority, must complete Part 1 or Part 2 below:

Part 1.

Notifications made at Pre-Application (Competitive HTC only):

I (We) certify that the pre-application included evidence of these notifications pursuant to §10.203 of the Uniform Multifamily Rules, the pre-application met all threshold requirements, and no additional notifications were required with this full application.

Re-notifications made at Application (Competitive HTC only):

The pre-application for this full Application met all threshold requirements, but all required entities were re-notified as required by §10.203 of the Uniform Multifamily Rules. As applicable, all changes in the Application have been made on the Elected Officials and/or Neighborhood Organizations Form(s).

Notifications made at Application:

No pre-application was submitted, and all required entities were notified as required by §10.203 of the Uniform Multifamily Rules.

Part 2.

Notifications - Form and Content:

I (We) certify that the notifications are not older than 3 months from the first day of the Application Acceptance Period for Competitive HTC Applications and not older than three (3) months prior to the date Parts 5 and 6 of the Application are submitted for Tax Exempt Bond Developments, and not older than three (3) months prior to the date the Application is submitted for all other Applications.

I (We) certify that the notifications do not contain any false or misleading statements. Without limiting the generality of the foregoing, the notification does not create the impression that the proposed Development will serve a Target Population exclusively or as a preference without such targeting or preference being documented in the Application and is or will be in full compliance with all applicable state and federal laws, including state and federal fair housing laws.

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

I (We) certify that, in addition to all of the required neighborhood organizations, the following entities were notified in accordance with §10.203 of the Multifamily Uniform Rules. The notifications were in the format provided in the Application Notification Template. All of the following entities were notified and are correctly listed on the Elected Officials Form and Neighborhood Organizations Form:

- Superintendent of the school district containing the Development;
- Presiding officer of the board of trustees of the school district containing the Development;
- Mayor of any municipality containing the Development;
- All elected members of the Governing Body of any municipality containing the Development;
- Presiding officer of the Governing Body of the county containing the Development;
- All elected members of the Governing Body of the county containing the Development;
- State senator of the district containing the Development; and
- State representative of the district containing the Development.

While not required to be submitted in this Application, I have kept evidence of all notifications made and this evidence may be requested by the Department at any time during the Application review.

Part 3.

No Neighborhood Organizations exist (competitive HTC only):

I (We) certify that no Neighborhood Organizations exist for which this Application would be eligible to receive points under §11.9(d)(4) of the QAP or for which notification is required.

Part 4.

Certification

By: ___________________________  February 24, 2018

Signature of Applicant/Development Owner  Date

Steve Lollis, Authorized Representative

Printed Name

Notarize on next page
TEXAS
Notary Public, State of

HARRIS
County of

03/08/2020
My Commission expires

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

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

Notary Public Signature

DANIELA MEDINA
Notary Public, State of Texas
Comm. Expires 03-08-2020
Notary ID 130671843
Development Narrative

1. The proposed Development is: (Check all that apply)

- New Construction

and/or:

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

Previous TDHCA # N/A

If Acquisition/Rehab or Rehab, original construction year: N/A

If Reconstruction,

Units Demolished N/A

Units Reconstructed N/A

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

2. The Target Population will be:

- 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.

Midway Villas is a proposed apartment community that will consist of 120 total units and will be located near the NEC of Mile 6 1/2 W. and W. Expy. 83, in the Midway North CDP, ETJ of Weslaco, TX. It is intended to serve seniors earning between 30% and 60% of the area median income. The rents will be established based on the income levels of the residents. The construction quality will be that of a market rate apartment complex. The community will be rich in amenities and include a furnished community room, an equipped fitness center, a conference room, a business center with computers, printer/scanners, and a swimming pool.

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

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

<table>
<thead>
<tr>
<th>Department Funds applying for with this Application</th>
<th>Requested Amount</th>
<th>If funds will be in the form of a Direct Loan by the Department or for Private Activity Bonds, the terms will be:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Multifamily Direct Loan: Const. to Perm. (Repayable)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Multifamily Direct Loan: Construction Only (Repayable)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Multifamily Direct Loan: Const. to Perm. (Soft Repayable)</td>
<td></td>
<td>Interest Rate (%)</td>
</tr>
<tr>
<td>CHDO Operating Expenses Grant</td>
<td></td>
<td>0.00%</td>
</tr>
<tr>
<td>Housing Tax Credits</td>
<td>$1,315,170</td>
<td></td>
</tr>
<tr>
<td>Private Activity Mortgage Revenue</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

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

<table>
<thead>
<tr>
<th>Competitive HTC Only</th>
<th>Multifamily Direct Loan Only</th>
</tr>
</thead>
<tbody>
<tr>
<td>At-Risk</td>
<td>Nonprofit</td>
</tr>
<tr>
<td>USDA</td>
<td>CHDO</td>
</tr>
<tr>
<td>SH/SH</td>
<td></td>
</tr>
</tbody>
</table>

By selecting the set-aside above, I, individually or as the general partner(s) or officers of the Applicant entity, confirm that I (we) are applying for the above-stated Set-Aside(s) and Allocations. To the best of my (our) knowledge and belief, the Applicant entity has met the requirements that make this Application eligible for this (these) Set-Aside(s) and Allocations and will adhere to all requirements and eligibility standards for the selected Set-Aside(s) and Allocations.

7. **Previously Awarded State and Federal Funding**

Has this site/activity previously applied for TDHCA funds? **No**

Has this site/activity previously received TDHCA funds? **No**

If "Yes" Enter Project Number: **N/A** and TDHCA funding source: **N/A**

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

If yes, source: **N/A**

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

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

Pursuant to §42(g)(1)(A) & (B), the term “qualified low income housing development” means any project or residential rental property, if the Development meets one of the requirements below, whichever is elected by the taxpayer.” Once an election is made, it is irrevocable. Select only one:

- [ ] At least 20% or more of the residential units in such development are both rent restricted and occupied by individuals whose income is 50% or less of the area median gross income, adjusted for family size.
- [X] At least 40% or more of the residential units in such development are both rent restricted and occupied by individuals whose income is 60% or less of the median gross income, adjusted for family size.

If a revised form is submitted, date of submission: **__________**
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>120</td>
<td>14</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:
     | Bedroom Size | Square Footage |
     |--------------|----------------|
     | 0            | 500            |
     | 1            | 600            |
     | 2            | 800            |
     | 3            | 1,000          |
     | 4            | 1,200          |

   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)**

   **X** Development will meet all specifications and accessibility requirements reflected in the Certification of Development Owner form pursuant to §10.101(b)(8) of the Uniform Multifamily Rules.

   All Units accessed by the ground floor or by elevator (“affected units”) comply with the visitability requirements in clauses (i) – (iii) of 10 TAC §10.101(b)(8)(B).

   **Yes**

   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.

   **Yes**

Regardless of building type, all Units accessed by the ground floor or by elevator (“affected units”) must comply with the visitability requirements in clauses (i) – (iii) of 10 TAC §10.101(b)(8)(B).
### Development Activities (Continued)

#### 1. Size and Quality of Units (Competitive HTC Applications only) [§11.9(b)]

**Development is Rehabilitation and either Supportive Housing or USDA financed or meets the minimum size requirements identified below:**

<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>550</td>
<td>650</td>
<td>850</td>
<td>1,050</td>
<td>1,250</td>
</tr>
</tbody>
</table>

- **Points claimed:** 8
- **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)]

<table>
<thead>
<tr>
<th></th>
<th>Direct Loan Points:</th>
</tr>
</thead>
<tbody>
<tr>
<td>At least 20 percent of all low-income Units at 30% or less of AMGI*</td>
<td>0</td>
</tr>
<tr>
<td>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*</td>
<td>0</td>
</tr>
<tr>
<td>At least 5 percent of all low-income Units at 30% or less of AMGI*</td>
<td>0</td>
</tr>
</tbody>
</table>

*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)]

- **Total Number of Units at 50% or less of AMGI:** 32
- **Number of 30% Units used to score points under §11.9(c)(2)*:** 11
- **Number of 30% Units used under §11.4(c)(3)(D) regarding an Increase in Eligible Basis (30% boost):** 21
- **Percentage used for calculation of eligible points under §11.9(c)(1):** 20.59%

*Mark only one box below:*

- Development is located in a Non-Rural Area of the Dallas, Fort Worth, Houston, San Antonio or Austin MSA; or
- Developments proposed in all other areas.

*Applicants electing the 30% boost for additional 30% units are advised to ensure the units used to support the boost are not included in the units needed to achieve the Application’s scoring elections.*

**Points Claimed:** 16

#### 4. Rent Levels of Tenants (Competitive HTC Applications only) [§11.9(c)(2)]

**Mark only one box below:**

- At least 20% (less Units used for eligibility for boost) of all low-income Units are restricted at 30% or less of AMGI; development is Supportive Housing proposed by a Qualified Nonprofit Organization.
- Development is urban and at least 10% (less Units used for eligibility for boost) of all low-income Units are restricted at 30% or less of AMGI; or
- Development is located in a Rural Area and 7.5% (less Units used for eligibility for boost) of all low-income Units are restricted at 30% or less of AMGI; or
- At least 5% of all low-income Units at 30% or less of AMGI

**Points Claimed:** 11
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 points
- All other Developments: 9 points
- 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: 1 point

**Points Claimed:** 10 points

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)

   - Existing Development Name: **Weslaco Hills**
   - TDHCA #: 9357
   - Attached behind this tab is the executed Certification for Section 811 PRA Program Participation.

   **Points Claimed:** 2 points

B. **If not scoring under A above, Applicant or Affiliate is committing at least 10 Units in the proposed Development for participation in the Section 811 PRA Program**

   - Applicant or Affiliate has attached behind this tab an explanation and documentation regarding the Applicant's or Affiliate's lack of Ownership interest or Control of any Existing Development that is included on the List of Qualified Existing Developments for Multifamily Programs;
   - Attached behind this tab is the executed Certification for Section 811 PRA Program Participation.

   **Points Claimed:** 0 points

C. **If cannot score under A or B above, Applicant elects to set-aside at least 5 percent of the total Units for Persons with Special Needs. MFDL Applications that are not layered with 2018 9% HTC cannot elect to score points under this item.** The Department will require an initial minimum twelve-month period during which Units must either be occupied by Persons with Special Needs or held vacant, unless the units receive HOME funds from any source.

   - Applicant or Affiliate has attached behind this tab an explanation and documentation regarding the Applicant's or Affiliate's lack of Ownership interest or Control of any Existing Development that is included on the List of Qualified Existing Developments for Multifamily Programs; and the Development applying for funding has a disqualifying factor described below:

     - Mark **any** of the following factors that disqualify the development applying for funding from participating in the Section 811 PRA Program and provide documentation supporting the selection:
       - The Development is not proposing to use and previously did not use federal funding (such as HOME or CDBG funds), and the Development was originally constructed before 1978;
       - Development only has units available that have existing or proposed project-based rental or long-term operating assistance that will be in effect when the property is operating or within six months of receiving Section 811 PRA Program assistance;
       - Development only has units available that are restricted for persons with disabilities.
       - A Development having a preference for Persons with Disabilities or a use restriction for Special Needs Populations **is not a disqualifying factor** for purposes of this scoring item.
       - Development only has units with an existing or proposed 62 or more age restriction.
       - Development is not located in Austin-Round Rock MSA, Brownsville-Harlingen MSA, Corpus Christi MSA, Dallas-Fort Worth-Arlington MSA, El Paso MSA, Houston-The Woodlands-Sugar Land MSA, McAllen-Edinburg-Mission MSA, or San Antonio-New Braunfels MSA.
       - The Development is a new construction project and located in the mapped 500-year floodplain or 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)**

   **Points Claimed:** 0 points

---

**Application is seeking points for Tenant Populations.**

**Points Claimed:** 2 points
7. **Pre-Application Participation (Competitive HTC Applications only) [§11.9(e)(3)]**
   - Development is requesting Pre-Application Points.  

8. **Extended Affordability (Competitive HTC Applications only) [§11.9(e)(5)]**
   - Development will maintain a 35 year Affordability Period.  

9. **Historic Preservation (Competitive HTC Applications only) [§11.9(e)(6)]**
   - Development Owner agrees to provide a Right of First Refusal to purchase the Development upon or following the end of the Compliance Period.
   - 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.
   - 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.

10. **Right of First Refusal (Competitive HTC Applications only) [§11.9(e)(7)]**
    - Development Owner agrees to provide a Right of First Refusal to purchase the Development upon or following the end of the Compliance Period.

11. **Funding Request Amount (Competitive HTC Applications only) [§11.9(e)(8)]**
    - Application reflects funding request for no more than 100% of the amount available in the subregion or set-aside as of 12/5/2017.
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 of Authorized Representative

Steve Lollis

Printed Name

Authorized Representative

Title

February 24, 2018

Date

The State of Texas §

§

COUNTY OF HARRIS §

Before me, a notary public, on this day personally appeared Steve Lollis, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared and certified that the statements therein contained are true and correct. GIVEN UNDER MY HAND AND SEAL OF OFFICE this 24th day of February 2018

(Seal)

Notary Public Signature

DANIELA MEDINA
Notary Public, State of Texas
Comm. Expires 03-08-2020
Notary ID 130571843
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 514, 515, and 516, Housing Act of 1949 (42 U.S.C. Sections 1484, 1485 and 1486)
   - 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?
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.

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.
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.

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Signature of Applicant

Printed Name

Date
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 §42.325.

The purpose and goals of the RARAP is to:

(1) Provide (through its subgrantees) Relocation Assistance
(2) Minimize Displacement
(3) Ensure a One-for-One Replacement of Lower-Income Dwelling Units

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

____________________________
Signature of Applicant

____________________________
Printed Name

____________________________
Date
Architectural Drawings Must be Submitted Behind this Tab [§10.204(b)(9)]
(If development is scattered site, consult staff.)

X Site Plan which:
X states the size of the site on its face
X includes a unit and building type table matrix that is consistent with the Rent Schedule and Building and Unit Configuration forms in labeling the buildings, stating sizes, etc.
X identifies all residential and common buildings and labels them consistently with the Building/Unit Type Configuration form
X clearly delineates the flood plain boundary lines or states there is no floodplain
X identifies all easements, regardless of how they are held
X indicates placement of detention/retention pond(s) or states there are no detention ponds
X indicates the location and number of parking spaces, garages and carports
X indicates the location and number of accessible parking spaces (review application webinar)
X includes information regarding local parking requirements
X indicates compliant accessible routes
X includes a unit and building type table matrix that indicates the distribution of accessible Units
X describes if applicable how flood mitigation or other required mitigation will be accomplished.

X Residential Building floor plans should include the following, building by building:
X separate tabulation of the square footage of each of these areas: breezeways, corridors, utility closets, porches and patios, and any other square footage not included in NRA
X location of accessible units

X Common Building floor plans should include the following, building by building:
X tabulation of the square footage of conditioned (heated and cooled) spaces that are accessible to tenants, e.g., offices for tenant/management contact, clubrooms, kitchens, exercise rooms, laundries, etc. (state each area separately).
X tabulation of the square footage of conditioned areas that are restricted to employees, only, e.g., administrative offices, maintenance areas, etc. (state each area separately).
X tabulation of the square footage of unconditioned areas that are accessible to tenants, e.g., porches, patios, mailbox areas, etc. (state each area separately)
X tabulation of the square footage of unconditioned areas that are restricted to employees, only, e.g., maintenance areas, equipment rooms, storage, etc. (state each area separately)

For Supportive Housing only, specification of space to be used for 50 sq ft/unit common space

X Unit floor plans for each type of Unit
X 5% of each Unit type are accessible to tenants with a mobility impairment, and 2% are accessible to tenants with a vision or hearing impairment
X All Units accessed by the ground floor or by elevator comply with the visitability requirements of 10.101(b)(8)(B)(iii)

X Elevations for each side of each building type and must include:
X a percentage estimate of the exterior composition of each elevation
X roof pitch
X Photos of building elevations (Rehab and Adaptive Reuse not altering the unit configuration)
MIDWAY VILLAS
A Seniors Community

MUCAHEY
& Associates
Architects
4808 Gibson, Suite 200
Houston, Texas 77007
Tel. (713) 521-1233
Fax (713) 520-1904
Job No. 1819
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Midway Villas

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### Apartments:

<table>
<thead>
<tr>
<th>Type</th>
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<th>Qty</th>
<th>Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>A1</td>
<td>One Bedroom, 1 Bath</td>
<td>42</td>
<td>700 s.f.</td>
</tr>
<tr>
<td>A2</td>
<td>One Bedroom, 1 Bath</td>
<td>37</td>
<td>777 s.f.</td>
</tr>
<tr>
<td>A3</td>
<td>One Bedroom, 1 Bath</td>
<td>5</td>
<td>777 s.f.</td>
</tr>
</tbody>
</table>

**Total One Bedroom Units:** 84 Units

<table>
<thead>
<tr>
<th>Type</th>
<th>Description</th>
<th>Qty</th>
<th>Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>B1</td>
<td>Two Bedroom, 2 Bath</td>
<td>18</td>
<td>943 s.f.</td>
</tr>
<tr>
<td>B2</td>
<td>Two Bedroom, 2 Bath</td>
<td>16</td>
<td>1,014 s.f.</td>
</tr>
<tr>
<td>B3</td>
<td>Two Bedroom, 2 Bath</td>
<td>2</td>
<td>1,014 s.f.</td>
</tr>
</tbody>
</table>

**Total Two Bedroom Units:** 36 Units

**Apartments Net Rentable Total:** 120 Units 97,260 s.f.

### Grille House

- 623 s.f.

### Amenity Center

- 6,041 s.f.

### Rentable Storage

- 365 s.f.

### Apartment Patio / Balcony

- 7,026 s.f.

### Total Breezeway & Stairs

- 20,725 s.f.

### Other Support Areas

- 4,075 s.f.

**Project Total:** 136,115 s.f.

### Parking:

- Parking required:
  - 84 One bedroom Units at 1.5 cars/unit = 126 cars
  - 36 Two bedroom Units at 1.75 cars/unit = 63 cars

**Total Parking Required:** 189 cars

<table>
<thead>
<tr>
<th>Van Accessible</th>
<th>H.C. Accessible</th>
<th>Standard</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Open Parking (secured):</td>
<td>2</td>
<td>10</td>
<td>166</td>
</tr>
<tr>
<td>Amenity Parking (non-secured):</td>
<td>1</td>
<td>0</td>
<td>10</td>
</tr>
</tbody>
</table>

**Total Parking Provided:** 189 cars

**Building Matrix:**

<table>
<thead>
<tr>
<th>Bldg. Type 1a</th>
<th>Bldg. Type 1b</th>
<th>Bldg. Type 1c</th>
<th>Bldg. Type 1d</th>
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</thead>
<tbody>
<tr>
<td>(Bldg. #1)</td>
<td>(Bldg. #2)</td>
<td>(Bldg. #3)</td>
<td>(Bldg. #4)</td>
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<tr>
<td>12 A1 units</td>
<td>6 A1 units</td>
<td>6 A1 units</td>
<td>18 A1 units</td>
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<tr>
<td>10 A2 units</td>
<td>23 A2 units</td>
<td>4 A2 units</td>
<td>3 B1 units</td>
</tr>
<tr>
<td>1 A3 HC unit</td>
<td>2 A3 HC units</td>
<td>2 A3 HC units</td>
<td></td>
</tr>
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<td>3 B1 units</td>
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<td>9 B1 units</td>
<td></td>
</tr>
<tr>
<td>12 B2 units</td>
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<td>2 B2 units</td>
<td></td>
</tr>
<tr>
<td>38 Total units</td>
<td>1 B3 HC unit</td>
<td>1 B3 HC unit</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Amenity</td>
<td></td>
<td>24 Total units</td>
</tr>
</tbody>
</table>

**37 Total units**
SITE PLAN
Midway Villas
Mucasey & Associates, Architects

(H.C.) INDICATES MOBILITY IMPAIRED UNIT
(S/H) INDICATES SIGHT/HEARING IMPAIRED UNIT

TYPE 3 IS COMPRISED OF 4 DISTINCT BLDGS., #1, #2, #3 #4 SEPARATED BY
2-HOUR AREA SEPARATION FIREWALLS.
PROPERTY AREA: 4.613 ACRES
NET PROPERTY AREA (LESS 20'-0" R.O.W. DEDICATION): 4.433 ACRES
FLOOD PLAIN NOTE: THIS PROPERTY LIES WITHIN FEMA FLOOD ZONE "X"
NO ONSITE STORM WATER DETENTION REQUIRED.

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
Detail at Amenity Center

MIDWAY VILLAS
Mucasey & Associates, Architects
February 25, 2018
UNIT "A1" - One Bedroom, 1 Bath
(Fair Housing Accessible) 700 s.f.

Midway Villas
Mucasey & Associates, Architects

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
UNIT "A2" - One Bedroom, 1 Bath

Midway Villas
Mucasey & Associates, Architects

777 s.f.

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
UNIT "A3" - One Bedroom, 1 Bath

Midway Villas
Mucasey & Associates, Architects

ANSI/UFAS ACCESSIBLE  777 s.f.

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
UNIT "B1" - Two Bedroom, 2 Bath

Midway Villas
Mucasey & Associates, Architects

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
UNIT "B2" - Two Bedroom, 2 Bath
Midway Villas
Mucasey & Associates, Architects

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
UNIT "B3" - Two Bedroom, 2 Bath

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
Midway Villas
Mucasey & Associates, Architects

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.

VENEER:
- 60% PLASTER
- 15% SYNTHETIC STONE
- 25% FIBER CEMENT SIDING

ELEVATION 'A' Partial
Midway Villas
Mucasey & Associates, Architects

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Midway Villas
Mucasey & Associates, Architects

ELEVATION 'C'

ELEVATION 'D'

ELEVATION 'E'

Midway Villas
Mucasey & Associates, Architects

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ELEVATION 'K' - Partial

Midway Villas
Mucasey & Associates, Architects
GRILL HOUSE - Floor Plan & Elevations

Midway Villas

Mucasey & Associates, Architects

623 s.f.

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.

Building Plan

Back Elevation

Front Elevation

Right Side Elevation

Left Side Opp. Hand

VENIER:
- 60% PLASTER
- 15% SYNTHETIC STONE
- 25% FIBER CEMENT SIDING
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| A2   | One Bedroom, 1 Bath       | 37  | 777 s.f.
| A3   | One Bedroom, 1 Bath       | 5   | 777 s.f.

**Total One Bedroom Units**: 84 Units

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| B3   | Two Bedroom, 2 Bath       | 2   | 1,014 s.f.

**Total Two Bedroom Units**: 36 Units

**Apartments Net Rentable Total**: 120 Units, 97,260 s.f.

## Grille House

623 s.f.

## Amenity Center

6,041 s.f.

## Rentable Storage

365 s.f.

## Apartment Patio / Balcony

Total Breezeway & Stairs: 20,725 s.f.

## Other Support Areas

4,075 s.f.

**Project Total**: 136,115 s.f.

## Parking:

Parking required:

84 One bedroom Units at 1.5 cars/unit = 126 cars

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**Total Parking Required**: 189 cars

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<td><strong>1 B3 HC unit</strong></td>
<td><strong>Amenity</strong></td>
<td><strong>24 Total units</strong></td>
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TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
SITE PLAN
Midway Villas
Mucasey & Associates, Architects

IDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
Detail at Amenity Center

MIDWAY VILLAS
Mucasey & Associates, Architects
February 25, 2018
AMENITY CENTER - Floor Plan

Midway Villas
Mucasey & Associates, Architects

AMENITY: 6,041 s.f.

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
UNIT "A1" - One Bedroom, 1 Bath

Midway Villas
Mucasey & Associates, Architects

(Fair Housing Accessible) 700 s.f.

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
UNIT "A2" - One Bedroom, 1 Bath

Midway Villas
Mucasey & Associates, Architects

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.

777 s.f.
UNIT "A3" - One Bedroom, 1 Bath

Midway Villas
Mucasey & Associates, Architects

ANSI/UFAS ACCESSIBLE 777 s.f.

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
UNIT "B2" - Two Bedroom, 2 Bath

Midway Villas
Mucasey & Associates, Architects

1,014 s.f.

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
BUILDING PLAN - First Floor

Midway Villas
Mucasey & Associates, Architects

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
BUILDING PLAN - Third Floor

Midway Villas
Mucasey & Associates, Architects

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
Midway Villas
Mucasey & Associates, Architects

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.

ELEVATION 'A' - Partial

ELEVATION 'A' Partial

VENEER:
60% PLASTER
15% SYNTHETIC STONE
25% FIBER CEMENT SIDING
Midway Villas
Mucasey & Associates, Architects

ELEVATION 'B' Partial

VENEER:
- 60% PLASTER
- 15% SYNTHETIC STONE
- 25% FIBER CEMENT SIDING

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
Midway Villas

Mucasey & Associates, Architects

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ELEVATION 'C'

ELEVATION 'D'

ELEVATION 'E'

VENEER:
- 60% PLASTER
- 15% SYNTHETIC STONE
- 25% FIBER CEMENT SIDING

Keyplan
Midway Villas
Mucasey & Associates, Architects

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.

ELEVATION 'F'

ELEVATION 'G'

Keyplan

VENEER:
- 60% PLASTER
- 15% SYNTHETIC STONE
- 25% FIBER CEMENT SIDING
ELEVATION 'H' - Partial

ELEVATION 'J'

Keyplan

Midway Villas
Mucasey & Associates, Architects

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
## 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
- > 4 Units Per Building
- Townhome

Development will have:
- Fire Sprinklers
- Elevators
- # of Elevators: 2
- 2# of Elevators
- 2500Wt. Capacity

### Number of Parking Spaces (consistent with Architectural Drawings):

- Shed or Flat Roof Carport Spaces
- Detached Garage Spaces
- Attached Garage Spaces
- Uncovered Spaces
- Structured Parking Garage Spaces

### Floor Composition/Wall Height:

- 100% Carpet/Vinyl/Resilient Flooring
- 9% Ceramic Tile
- Ceiling Height
- Upper Floor(s) Ceiling Height (Townhome Only)
- % Other
- Describe:

<table>
<thead>
<tr>
<th>Unit Type</th>
<th>Number of Stories</th>
<th>Number of Buildings</th>
<th>Total # of Units</th>
<th>Total Sq Ft for Unit Type</th>
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<td>B3 HC</td>
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<td>1,014</td>
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</tbody>
</table>

<table>
<thead>
<tr>
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<th>Total # of Units</th>
<th>Total Sq Ft for Unit Type</th>
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<td>B3 HC</td>
<td>0 1 1 0</td>
<td>2</td>
<td>2,028</td>
</tr>
</tbody>
</table>

| Totals     | 38 37 24 21 -              | -                | 120 97,260               |

### Net Rentable Square Footage from Rent Schedule

97,260

---

**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:

6,000

The lesser of these two numbers added to NRA:

Use this number to figure points under 11.9(e)(2)

97,260

If a revised form is submitted, date of submission:
ARCHITECT'S ACCESSIBILITY STATEMENT
Project Architect: Mucasey & Associates, Architects

Mucasey & Associates, Architects has prepared this 2018 TDHCA-LIHTC Submittal Package with the following handicap mobility and sight/hearing accessibility features, as calculated in attached TABS:

**Mobility Impaired Units:**

We have designed mobility impaired units for each bedroom type, including 36” wide doors; push and pull door clearances; accessible routes to all spaces; 60” diameter turning area in all spaces; 34” high counters in kitchens and baths with knee spaces for lavatories, kitchen sinks, and ranges; compliant access spaces to all plumbing fixtures including appropriate grab bars; compliant access spaces to all appliances; and all switches, outlets, telephone/cable, and thermostats within 15-48” a.f.f. throughout the units. We have provided mobility impaired units in 5% of one bedrooms, 5% of two bedrooms, and 5% of three bedrooms (if applies), each individually, instead of the previous year’s requirement of 5% of the aggregate total number of units. We have distributed these units throughout the project, giving immediate access to their parking and project amenities.

**Sight/Hearing Impaired Units:**

We have designed sight/hearing impaired units for each bedroom type, including strobes, lights, and alarms for smoke and fire alarms, telephones, doorbells, etc. as required. We have provided these units in ground floor or elevator-served floors of Fair Housing Units, and all these units are on an accessible route, with entry door width and push/pull space as required. All outlets, switches, telephone/cable, and thermostats shall be within 15-48” a.f.f. We have provided sight/hearing impaired units in 2% of one bedrooms, 2% of two bedrooms, and 2% of three bedrooms (if applies), each individually, instead of the previous year’s requirement of 2% of the aggregate total number of units. We have distributed these units evenly throughout the project.

**Accessible Parking:**

We set out to calculate the number of required accessible parking spaces per the TDHCA Tab Form, but could not get it to work. After much discussion with the Department, we made our own form, as the Accessibility Specialist of this project, and based it on two methods—Fair Housing and ADA. We provided the appropriate percentage of each type of parking individually—open spaces (ground level or in parking structure), carports, or garages. We have provided van accessible spaces at the rate of 1 per every 6 accessible spaces. We have located a designated accessible space immediately adjacent to each mobility accessible unit, and to the Amenity Center, and have distributed the rest evenly around the property. In all cases, we located the accessible spaces on a compliant accessible route running through the project, connecting all amenities, the public road, and all mobility impaired units together. All accessible spaces are shown with appropriate sizing, striping for aisle, crosswalks/ramps, and signage. We have provided amounts of each accessible parking type in excess of the required by at least one space.

Mark S. Mucasey, A.I.A.
Mucasey & Associates, Architects

Date 2/26/18
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>120</td>
<td>5%</td>
<td>6</td>
<td>6</td>
<td>6</td>
</tr>
<tr>
<td>A - 1/1</td>
<td>84</td>
<td>5%</td>
<td>4.2</td>
<td>4.2</td>
<td>5</td>
</tr>
<tr>
<td>B - 2/2</td>
<td>36</td>
<td>5%</td>
<td>1.8</td>
<td>1.8</td>
<td>2</td>
</tr>
<tr>
<td>C</td>
<td></td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>D</td>
<td></td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>E</td>
<td></td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>120</td>
<td>6</td>
<td>6</td>
<td>7</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>Unit Description</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/1 (874sqft &amp; 806)</td>
<td>68</td>
<td>5%</td>
<td>3.4</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>2/2 (950 sqft &amp; 10C)</td>
<td>28</td>
<td>5%</td>
<td>1.4</td>
<td>1.4</td>
<td>1</td>
</tr>
<tr>
<td>3/2 (1120 sqft &amp; 11)</td>
<td>36</td>
<td>5%</td>
<td>1.8</td>
<td>1.8</td>
<td>2</td>
</tr>
<tr>
<td>4</td>
<td></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>0</td>
</tr>
<tr>
<td>E</td>
<td></td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td>0</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

Date 2/22/18

Printed Name
MARK S. MUCASEY

Firm Name (If applicable)
MUCASEY & ASSOCIATES, ARCHITECTS
**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>120</td>
<td>2%</td>
<td>2.4</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>A</td>
<td>84</td>
<td>2%</td>
<td>1.68</td>
<td>1.68</td>
<td>2</td>
</tr>
<tr>
<td>B</td>
<td>36</td>
<td>2%</td>
<td>0.72</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>2%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>120</td>
<td>2.4</td>
<td>2.68</td>
<td>3</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

**EXAMPLE**

<table>
<thead>
<tr>
<th>Hearing/Visual</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required (Rounded)</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit Description</td>
<td>68</td>
<td>2%</td>
<td>1.36</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>1/1</td>
<td>28</td>
<td>2%</td>
<td>0.56</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>2/2</td>
<td>36</td>
<td>2%</td>
<td>0.72</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>3/3</td>
<td>4</td>
<td>2%</td>
<td>0.08</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>D</td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>E</td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>68</td>
<td>1.36</td>
<td>3</td>
<td>2</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*NOTE: Required is 2, but calculation yields 3. Applicant selected which Unit(s) to include under "Units Proposed"*

By signing below, I (WE) certify that the information above meets the requirements in Section 504 of the Rehabilitation Act of 1973 and implemented at 24 C.F.R. Part 8 as described in 10 TAC Chapter 1, Subchapter B. At least two percent (2%) of all dwelling units will be designed and built to be accessible for persons with hearing and/or visual impairment.

By: ___________________________
Signature

Printed Name: ___________________________
Mark D. Mucasey

Firm Name (If applicable): Mucasey & Associates, Architects

Date: ___________________________
Midway Villas
ACCESSIBLE PARKING CALCULATION

Mucasey & Associates, Architects

The accessible parking calculation worksheet in the 2018 Multi-family Uniform Application is not a workable spreadsheet. We have contacted TDHCA and have discussed this with both Ben Sheppard and Michael Podoloff to find a workable formula. Mr. Sheppard recommended not to use the worksheet in the application but to write a description of our method used to calculate accessible parking. Mr. Podoloff recommended the calculation method outlined below.

**H.C. UNIT CALCULATION:**

<table>
<thead>
<tr>
<th>Units Type</th>
<th>Number of Units</th>
<th>% Accessibility</th>
<th>Required Accessible Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>84 ONE BDRM</td>
<td>5</td>
<td></td>
<td>5</td>
</tr>
<tr>
<td>36 TWO BDRM</td>
<td>5</td>
<td></td>
<td>2</td>
</tr>
<tr>
<td>THREE BEDRM UNITS</td>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td><strong>7</strong></td>
</tr>
</tbody>
</table>

**H.C. PARKING CALCULATION METHODS BASED ON:**

**FHA:**

189 TOTAL SPACES (-) 7 H.C. UNITS (-) 1 H.C. SPACE AT AMENITY.

Based on % of Fair Housing Accessible Units

\[
\frac{181 \text{ (X) } 2\%}{181} = 4 \text{ ADDITIONAL H.C. SPACES}
\]

TOTAL H.C. SPACES = 7 H.C. UNIT SPACES (+) 1 AMENITY

(+ 4 ADDITIONAL H.C. SPACES = 12. HIGHER TOTAL RULES.

**ADA:**

189 TOTAL SPACES (-) 120 ONE SPACE/TOTAL UNITS (-) 7 H.C. UNITS.

\[
\frac{62 \text{ (X) } 2\%}{62} = 2 \text{ ADDITIONAL H.C. SPACES.}
\]

TOTAL H.C. SPACES = 7 H.C. UNIT SPACES (+) 1 AMENITY

(+ 2 ADDITIONAL H.C. SPACES = 10. HIGHER TOTAL RULES.

**TYPES OF PARKING PROVIDED PER ADA TABLE 208.2:**

<table>
<thead>
<tr>
<th>Type</th>
<th>Total Provided</th>
<th>Required Accessible</th>
<th>Provided Accessible</th>
</tr>
</thead>
<tbody>
<tr>
<td>SURFACE</td>
<td>189</td>
<td>10 HC 2 VAN</td>
<td>10 HC 3 VAN</td>
</tr>
<tr>
<td>GARAGE</td>
<td></td>
<td>HC VAN</td>
<td>HC VAN</td>
</tr>
<tr>
<td>CARPORT</td>
<td></td>
<td>HC VAN</td>
<td>HC VAN</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  

February 22, 2018

Mark S. Mucasey  
Printed Name  
Mucasey & Associates, Architects  
Firm Name  

Midway Villas
<table>
<thead>
<tr>
<th>Program</th>
<th>Rent Designations (select from Drop down menu)</th>
<th>Rent Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>HTC Units</td>
<td>MF Direct Loan Units (HORENT/Inc) TDHCA MRB Units Other/ Subsidy</td>
<td></td>
</tr>
<tr>
<td>National Units</td>
<td># of Units</td>
<td># of Bathrooms</td>
</tr>
<tr>
<td></td>
<td>(A)</td>
<td>(B)</td>
</tr>
<tr>
<td>TC 30%</td>
<td>4</td>
<td>1.0</td>
</tr>
<tr>
<td>TC 50%</td>
<td>8</td>
<td>1.0</td>
</tr>
<tr>
<td>TC 60%</td>
<td>24</td>
<td>1.0</td>
</tr>
<tr>
<td>MR</td>
<td>6</td>
<td>1.0</td>
</tr>
<tr>
<td>TC 30%</td>
<td>4</td>
<td>1.0</td>
</tr>
<tr>
<td>TC 50%</td>
<td>8</td>
<td>1.0</td>
</tr>
<tr>
<td>TC 60%</td>
<td>26</td>
<td>1.0</td>
</tr>
<tr>
<td>MR</td>
<td>4</td>
<td>1.0</td>
</tr>
<tr>
<td>TC 30%</td>
<td>2</td>
<td>2.0</td>
</tr>
<tr>
<td>TC 50%</td>
<td>3</td>
<td>2.0</td>
</tr>
<tr>
<td>TC 60%</td>
<td>9</td>
<td>2.0</td>
</tr>
<tr>
<td>MR</td>
<td>4</td>
<td>2.0</td>
</tr>
<tr>
<td>TC 30%</td>
<td>1</td>
<td>2.0</td>
</tr>
<tr>
<td>TC 50%</td>
<td>2</td>
<td>2.0</td>
</tr>
<tr>
<td>TC 60%</td>
<td>11</td>
<td>2.0</td>
</tr>
<tr>
<td>MR</td>
<td>4</td>
<td>2.0</td>
</tr>
</tbody>
</table>

**Total**

- Non Rental Income: $15.00 per unit/month for:
  - damage forfeit, late fees, app fees: 1,800
- Provision for Vacancy & Collection Loss: 7.50% (5,424)
- 5% Rental Concessions (enter as a negative value)
  - Enter as a negative value: 3,000

**Total Nonrental Income**: $15.00 per unit/month for:
- damage forfeit, late fees, app fees: 1,800

**Potential Gross Monthly Income**: 72,322

**Effective Gross Monthly Income**: 66,898

**Effective Gross Annual Income**: 802,774
Rent Schedule (Continued)

<table>
<thead>
<tr>
<th>% of Li</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>TC30%</td>
<td>11% 9% 11</td>
</tr>
<tr>
<td>TC40%</td>
<td>0</td>
</tr>
<tr>
<td>TC50%</td>
<td>21% 18% 21</td>
</tr>
<tr>
<td>TC60%</td>
<td>69% 58% 70</td>
</tr>
<tr>
<td>HTC Li Total</td>
<td>102</td>
</tr>
<tr>
<td>EO</td>
<td>0</td>
</tr>
<tr>
<td>MR</td>
<td>18</td>
</tr>
<tr>
<td>MR Total</td>
<td>18</td>
</tr>
<tr>
<td>Total Units</td>
<td>120</td>
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</table>

<table>
<thead>
<tr>
<th>% of Li</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>MRB30%</td>
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</tr>
<tr>
<td>MRB40%</td>
<td>0</td>
</tr>
<tr>
<td>MRB50%</td>
<td>0</td>
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<tr>
<td>MRB60%</td>
<td>0</td>
</tr>
<tr>
<td>MRB Li Total</td>
<td>0</td>
</tr>
<tr>
<td>MRBMR</td>
<td>0</td>
</tr>
<tr>
<td>MRBMR Total</td>
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</tr>
<tr>
<td>MRB Total</td>
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</table>

<table>
<thead>
<tr>
<th>% of Li</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<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>
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<td>HTF Li Total</td>
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</tr>
<tr>
<td>HTF Total</td>
<td>0</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>% of Li</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Direct Loan Li Total</td>
<td>0</td>
</tr>
<tr>
<td>Direct Loan Total</td>
<td>0</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>% of Li</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>MR</td>
<td>0</td>
</tr>
<tr>
<td>MR Total</td>
<td>0</td>
</tr>
<tr>
<td>MR Total</td>
<td>0</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>% of Li</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Other</td>
<td>0</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>% of Li</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Direct Loan Li Total</td>
<td>0</td>
</tr>
<tr>
<td>Direct Loan Total</td>
<td>0</td>
</tr>
</tbody>
</table>

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

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

<table>
<thead>
<tr>
<th>% of Li</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Direct Loan Li Total</td>
<td>0</td>
</tr>
<tr>
<td>Direct Loan Total</td>
<td>0</td>
</tr>
</tbody>
</table>

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

**ACQUISITION + HARD**
- Cost Per Sq Ft: $113.64

**HARD**
- Cost Per Sq Ft: $113.64

**BUILDING**
- Cost Per Sq Ft: $77.77

---

**DO NOT USE THIS CALCULATION TO SCORE POINTS UNDER 11.9(e)(2). At the end of the Development Cost Schedule, you will have the ability to adjust your eligible costs to qualify. Points will be entered there.**
## Utility Allowances [§10.614]

Applicant must attach to this form as documentation to support the “Utility Allowance” estimate used in completing the Rent Schedule provided in the Application. Where the Applicant uses any method that requires Department review, such review must have been requested prior to submission of the Application. Please see 10 TAC §10.614. This exhibit must clearly indicate which utility costs are included in the estimate.

If tenants will be required to pay any other mandatory fees (e.g. renter’s insurance) please provide an estimate, description and documentation of those as well.

<table>
<thead>
<tr>
<th>Utility</th>
<th>Who Pays</th>
<th>Energy Source</th>
<th>0BR</th>
<th>1BR</th>
<th>2BR</th>
<th>3BR</th>
<th>4BR</th>
<th>Source of Utility Allowance &amp; Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Heating</td>
<td>Tenant</td>
<td>Electric</td>
<td>$ 23</td>
<td>$ 23</td>
<td>$ 24</td>
<td></td>
<td></td>
<td>TDCHA Approved HUD Model</td>
</tr>
<tr>
<td>Cooking</td>
<td>Tenant</td>
<td>Electric</td>
<td>$ 2</td>
<td>$ 3</td>
<td>$ 4</td>
<td></td>
<td></td>
<td>TDCHA Approved HUD Model</td>
</tr>
<tr>
<td>Other Electric</td>
<td>Tenant</td>
<td>Electric</td>
<td>$ 9</td>
<td>$ 12</td>
<td>$ 15</td>
<td></td>
<td></td>
<td>TDCHA Approved HUD Model</td>
</tr>
<tr>
<td>Air Conditioning</td>
<td>Tenant</td>
<td>Electric</td>
<td>$ 9</td>
<td>$ 13</td>
<td>$ 24</td>
<td></td>
<td></td>
<td>TDCHA Approved HUD Model</td>
</tr>
<tr>
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<td>Electric</td>
<td>$ 5</td>
<td>$ 6</td>
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<td>Sewer</td>
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<td>Trash</td>
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<tr>
<td>Flat Fee</td>
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<tr>
<td>Other</td>
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<tr>
<td><strong>Total Paid by Tenant</strong></td>
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<td>$ -</td>
<td>$ 48</td>
<td>$ 58</td>
<td>$ 75</td>
<td>$ -</td>
<td></td>
</tr>
</tbody>
</table>

Other (Describe)

If a revised form is submitted, date of submission: ____________________
February 7, 2018

James E. Rickenbacker  
Marque Real Estate Consultants, LLC  
Bellaire, Texas  
jamie@marqueconsultants.com

RE: 2018 HTC Application – proposed site located in Midway North, Texas  
HTC File#: 18208

Dear Mr. Rickenbacker:

The Texas Department of Housing and Community Affairs has received a request submitted for a proposed 2018 Housing Tax Credit (“HTC”), located in Midway North, to calculate the utility allowance using the HUD Utility Schedule Model in accordance with the 10TAC § 10.614(k). This allowance is calculated based on the following representations:

1. That the buildings are not HUD-Regulated;  
2. That the building(s) are not RHS assisted or have RHS assisted tenants;  
3. That the residents are financially responsible for electricity and that the utility is not paid to or through the owner of the building based on an allocation formula or RUBS; and,  
4. That the only building type is Apartments 5+.

In accordance with Treasury Regulation § 1.42-10, the utility allowance for those units occupied by Section 8 voucher holders remains the applicable Public Housing Authority utility allowance established from where the resident receives the assistance.

Please see attached schedule dated February 7, 2018. This allowance can be used for underwriting purposes. If you are successful in obtaining an allocation, to utilize the HUD Utility Schedule Model to establish the initial utility allowance for the Development, the Owner must submit utility allowance documentation for Department approval, at minimum, 90 days prior to the commencement of leasing activities.

If you have any further questions, please contact Cody Campbell toll free in Texas at (800) 643-8204, directly at (512) 475-4603, or email: cody.campbell@tdhca.state.tx.us.

Sincerely,

Cody Campbell  
Compliance Administrator
## Allowances for Tenant-Furnished Utilities and Other Services

**Locality:** Midway Villas  
**Green Discount:** None  
**Unit Type:** Larger Apartment Bldgs. (5+ units)  
**Date:** 2/7/2018

<table>
<thead>
<tr>
<th>Utility or Service</th>
<th>0 BR</th>
<th>1 BR</th>
<th>2 BR</th>
<th>3 BR</th>
<th>4 BR</th>
<th>5 BR</th>
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<tr>
<td>Natural Gas</td>
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<tr>
<td>Bottled Gas</td>
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<tr>
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<tr>
<td><strong>Cooking</strong></td>
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<tr>
<td>Natural Gas</td>
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<tr>
<td>Bottled Gas</td>
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<tr>
<td><strong>Other Electric</strong></td>
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<tr>
<td><strong>Water Heating</strong></td>
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<tr>
<td>Natural Gas</td>
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<td><strong>Water</strong></td>
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<tr>
<td><strong>Sewer</strong></td>
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<tr>
<td><strong>Trash Collection</strong></td>
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<tr>
<td><strong>Range/Microwave</strong></td>
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<tr>
<td><strong>Refrigerator</strong></td>
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<tr>
<td><strong>Other - specify</strong></td>
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<tr>
<td><strong>Total</strong></td>
<td>$43.65</td>
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<td>$57.43</td>
<td>$74.87</td>
<td>$101.95</td>
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<tr>
<td><strong>Total Allowance (Rounded Up)</strong></td>
<td>$44.00</td>
<td>$48.00</td>
<td>$58.00</td>
<td>$75.00</td>
<td>$102.00</td>
<td>$137.00</td>
</tr>
</tbody>
</table>
# ANNUAL OPERATING EXPENSES

## General & Administrative Expenses
- Accounting: $9,250
- Advertising: $1,200
- Legal fees: $2,400
- Leased equipment: $3,750
- Postage & office supplies: $2,500
- Telephone: $9,500
- Other: $5,744

Total General & Administrative Expenses: $34,344

## Management Fee
- Percent of Effective Gross Income: 5.00%
  - $40,139

## Payroll, Payroll Tax & Employee Benefits
- Management: $44,980
- Maintenance: $42,640
- Other: $30,667

Total Payroll, Payroll Tax & Employee Benefits: $118,287

## Repairs & Maintenance
- Elevator: $5,000
- Exterminating: $2,640
- Grounds: $20,000
- Make-ready: $9,000
- Repairs: $18,000
- Pool: $2,000
- Other: $6,000

Total Repairs & Maintenance: $62,640

## Utilities
- Electric: $13,920
- Natural gas: $5,000
- Trash: $13,200
- Water/Sewer: $49,680

Total Utilities: $76,800

## Annual Property Insurance
- Rate per net rentable square foot: $0.45
  - $43,440

## Property Taxes
- Published Capitalization Rate: 9.50%
  - Source: Hidalgo County AD
  - Annual Property Taxes: $70,782
  - Payments in Lieu of Taxes

Total Property Taxes: $70,782

## Reserve for Replacements
- Annual reserves per unit: $250
  - $30,000

## Other Expenses
- Cable TV
- Supportive Services (Staffing/Contracted Services)
- TDHCA Compliance fees: $4,080
- TDHCA Bond Administration Fees (TDHCA as Bond Issuer Only)
- Security
- Other: $163

Total Other Expenses: $4,080

## TOTAL ANNUAL EXPENSES
- Expense per unit: $4004
  - $480,512

## NET OPERATING INCOME (before debt service)
- $322,262

## Annual Debt Service
- JP Morgan Chase: $266,849

TOTAL ANNUAL DEBT SERVICE: $266,849

NET CASH FLOW: $55,413

If a revised form is submitted, date of submission: [ ]
# 15 Year Rental Housing Operating Pro Forma (All Programs)

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

<table>
<thead>
<tr>
<th>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>$846,264</td>
<td>$863,189</td>
<td>$880,453</td>
<td>$898,062</td>
<td>$916,023</td>
<td>$1,011,364</td>
<td>$1,116,627</td>
</tr>
<tr>
<td>Secondary Income</td>
<td>$21,600</td>
<td>$22,032</td>
<td>$22,473</td>
<td>$22,922</td>
<td>$23,381</td>
<td>$25,814</td>
<td>$28,501</td>
</tr>
<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$867,864</td>
<td>$885,221</td>
<td>$902,926</td>
<td>$920,984</td>
<td>$939,404</td>
<td>$1,037,178</td>
<td>$1,145,128</td>
</tr>
<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>($65,090)</td>
<td>($66,392)</td>
<td>($67,719)</td>
<td>($69,074)</td>
<td>($70,455)</td>
<td>($77,788)</td>
<td>($85,885)</td>
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<tr>
<td>Secondary Income</td>
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<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
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<tr>
<td>EFFECTIVE GROSS ANNUAL INCOME</td>
<td>$802,774</td>
<td>$818,830</td>
<td>$835,206</td>
<td>$851,910</td>
<td>$868,949</td>
<td>$959,389</td>
<td>$1,059,244</td>
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<table>
<thead>
<tr>
<th>EXPENSES</th>
<th></th>
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<th></th>
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</thead>
<tbody>
<tr>
<td>General &amp; Administrative Expenses</td>
<td>$34,344</td>
<td>$35,374</td>
<td>$36,436</td>
<td>$37,529</td>
<td>$38,654</td>
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<td>$51,948</td>
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<td>Management Fee</td>
<td>$40,139</td>
<td>$40,942</td>
<td>$41,761</td>
<td>$42,596</td>
<td>$43,448</td>
<td>$47,970</td>
<td>$52,963</td>
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<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$118,287</td>
<td>$121,836</td>
<td>$125,491</td>
<td>$129,255</td>
<td>$133,133</td>
<td>$154,338</td>
<td>$178,920</td>
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<tr>
<td>Repairs &amp; Maintenance</td>
<td>$62,640</td>
<td>$64,519</td>
<td>$66,455</td>
<td>$68,448</td>
<td>$70,502</td>
<td>$81,731</td>
<td>$94,749</td>
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<tr>
<td>Electric &amp; Gas Utilities</td>
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<td>$46,085</td>
<td>$47,468</td>
<td>$48,892</td>
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<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
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<td>$79,666</td>
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<td>$4,458</td>
<td>$4,592</td>
<td>$5,323</td>
<td>$6,171</td>
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<tr>
<td>TOTAL ANNUAL EXPENSES</td>
<td>$480,512</td>
<td>$494,526</td>
<td>$508,953</td>
<td>$523,804</td>
<td>$539,092</td>
<td>$622,557</td>
<td>$719,067</td>
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<tr>
<td>NET OPERATING INCOME</td>
<td>$322,262</td>
<td>$324,303</td>
<td>$326,254</td>
<td>$328,107</td>
<td>$329,857</td>
<td>$336,832</td>
<td>$340,177</td>
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</table>

<table>
<thead>
<tr>
<th>DEBT SERVICE</th>
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</thead>
<tbody>
<tr>
<td>First Deed of Trust Annual Loan Payment</td>
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<td>$266,849</td>
<td>$266,849</td>
<td>$266,849</td>
<td>$266,849</td>
<td>$266,849</td>
<td>$266,849</td>
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<tr>
<td>Second Deed of Trust Loan Payment</td>
<td>$55,413</td>
<td>$57,454</td>
<td>$59,405</td>
<td>$61,258</td>
<td>$63,008</td>
<td>$69,983</td>
<td>$73,328</td>
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<tr>
<td>Third Deed of Trust Loan Payment</td>
<td>$55,413</td>
<td>$112,867</td>
<td>$172,272</td>
<td>$233,530</td>
<td>$296,538</td>
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<tr>
<td>ANNUAL NET CASH FLOW</td>
<td>$55,413</td>
<td>$57,454</td>
<td>$59,405</td>
<td>$61,258</td>
<td>$63,008</td>
<td>$69,983</td>
<td>$73,328</td>
</tr>
<tr>
<td>CUMULATIVE NET CASH FLOW</td>
<td>$55,413</td>
<td>$112,867</td>
<td>$172,272</td>
<td>$233,530</td>
<td>$296,538</td>
<td>$629,016</td>
<td>$987,294</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:
# 15 Year Rental Housing Operating Pro Forma (All Programs)

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

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<td>($69,074)</td>
<td>($70,455)</td>
<td>($77,788)</td>
<td>($85,885)</td>
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<tr>
<td>Rental Concessions</td>
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</tr>
<tr>
<td>EFFECTIVE GROSS ANNUAL INCOME</td>
<td>$802,774</td>
<td>$818,830</td>
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<td>$868,494</td>
<td>$959,389</td>
<td>$1,059,244</td>
</tr>
</tbody>
</table>

| EXPENSES | | | | | | | |
| General & Administrative Expenses | $34,344 | $35,374 | $36,436 | $37,529 | $38,654 | $44,811 | $51,948 |
| Management Fee | $40,139 | $40,942 | $41,761 | $42,596 | $43,448 | $47,970 | $52,963 |
| Payroll, Payroll Tax & Employee Benefits | $118,287 | $121,836 | $125,491 | $129,255 | $133,133 | $154,338 | $178,920 |
| Repairs & Maintenance | $62,640 | $64,519 | $66,455 | $68,448 | $70,502 | $81,731 | $94,749 |
| Electric & Gas Utilities | $13,920 | $14,338 | $14,768 | $15,211 | $15,667 | $18,162 | $21,055 |
| Water, Sewer & Trash Utilities | $62,880 | $64,766 | $66,709 | $68,711 | $70,772 | $82,044 | $95,112 |
| Annual Property Insurance Premiums | $43,440 | $44,743 | $46,085 | $47,468 | $48,892 | $56,679 | $65,707 |
| Property Tax | $70,782 | $72,906 | $75,093 | $77,346 | $79,666 | $92,355 | $107,066 |
| Reserve for Replacements | $30,000 | $30,900 | $31,827 | $32,782 | $33,765 | $39,143 | $45,378 |
| Other Expenses | $4,080 | $4,202 | $4,328 | $4,458 | $4,592 | $5,323 | $6,171 |
| TOTAL ANNUAL EXPENSES | $480,512 | $494,526 | $508,953 | $523,804 | $539,092 | $622,557 | $719,067 |
| NET OPERATING INCOME | $322,262 | $344,303 | $356,254 | $364,153 | $364,861 | $316,537 | $340,177 |

| DEBT SERVICE | | | | | | | |
| First Deed of Trust Annual Loan Payment | $266,849 | $266,849 | $266,849 | $266,849 | $266,849 | $266,849 | $266,849 |
| 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 | $55,413 | $57,454 | $59,405 | $61,258 | $63,008 | $69,983 | $73,328 |
| CUMULATIVE NET CASH FLOW | $55,413 | $112,867 | $172,877 | $233,530 | $296,538 | $629,016 | $987,794 |
| Debt Coverage Ratio | 1.21 | 1.22 | 1.22 | 1.23 | 1.24 | 1.26 | 1.27 |
| Other (Describe) | | | | | | | | |
| Other (Describe) | | | | | | | | |

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 form 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(u)(1) relating to Financial Feasibility)

Signature, Authorized Representative, Construction or Permanent Lender

Signature, Authorized Representative, Syndicator

Date

Printed Name

Phone: 512-942-228

Email: David.J.Sal stressed@federal.com

Printed Name

Date

If a revised form is submitted, date of submission:
Off-Site Cost Breakdown

This form must be submitted with the Development Cost Schedule if the development has offsite costs, whether those costs are included in the budget as a line item, embedded in the acquisition costs, or referenced in utility provider letters. Therefore, the total costs listed on this worksheet may or may not exactly correspond with those off-site costs indicated on the Development Costs Schedule. However, all costs listed here should be able to be justified in another place in the application.

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

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

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

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

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

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

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

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

<table>
<thead>
<tr>
<th>A.</th>
<th>B.</th>
<th>C.</th>
<th>D.</th>
<th>E.</th>
<th>F.</th>
<th>G.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Activity</td>
<td>Labor or Unit Price</td>
<td>Materials or # of Units</td>
<td>Total Construction Costs</td>
<td>Acquisition Costs</td>
<td>Engineering / Architectural Costs</td>
<td>Total Activity Costs</td>
</tr>
<tr>
<td>Lift Station and Associated</td>
<td></td>
<td></td>
<td>$150,000.00</td>
<td></td>
<td></td>
<td>$150,000.00</td>
</tr>
<tr>
<td>Lines 35-37 Hidden</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$150,000</td>
</tr>
</tbody>
</table>

Signature of Registered Engineer responsible for Budget Justification

Seal

Printed Name

Date

If a revised form is submitted, date of submission:
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 A:** The offsite activity reflected here should correspond to the offsite activity reflected in the Development Cost Schedule or other supporting documentation.
- **Columns B and C:** In determining actual construction cost, two different methods may be used:
- **Column D:** To arrive at total construction costs in Column D:
- **Column E:** Any proposed activity involving the acquisition of real property, easements, rights-of-way, etc., must have the projected costs of this acquisition for the activity.
- **Column F:** Engineering/architectural costs must be broken out by the offsite work activity.
- **Column G:** Figures for Column G, Total Activity Cost, are obtained by adding together Columns D, E, and F to get the total costs.

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

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

<table>
<thead>
<tr>
<th>A. 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>Lift Station and Associated</td>
<td>$150,000.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lines 35-37 Hidden</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signature of Registered Engineer responsible for Budget Justification

Printed Name: 2-23-18

Date: If a revised form is submitted, date of submission:
This form must be submitted with the Development Cost Schedule as justification of Site Work costs.

**Column A:** The Site Work activity reflected here must match the Site Work activity reflected in the Development Cost Schedule.

**Columns B and C:** In determining actual construction cost, two different methods may be used:
- The construction costs may be broken into labor (Column B) and materials (Column C) for the activity; **OR**
- The use of unit price (Column B) and the number of units (Column C) data for the activity.

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

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

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

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

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

*For Site Work costs that exceed $15,000 per Unit and are included in Eligible Basis, a CPA letter allocating which portions of those site costs should be included in Eligible Basis and which ones may be ineligible must be submitted behind this tab.*

<table>
<thead>
<tr>
<th>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>Demolition</td>
<td>$</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Asbestos Abatement (Demolition Only)</td>
<td>$</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Detention</td>
<td>$</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rough grading</td>
<td>$ 210,000.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fine grading</td>
<td>$</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>On-site concrete</td>
<td>$ 80,640.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>On-site electrical</td>
<td>$ 54,960.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>On-site paving</td>
<td>$ 388,080.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>On-site utilities</td>
<td>$ 400,320.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Decorative masonry</td>
<td>$</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bumper stops, striping &amp; signs</td>
<td>$</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td>$</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total** $1,134,000

Signature of Registered Engineer

Printed Name

Date

If a revised form is submitted, date of submission:
**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.

**Column B and C:** In determining actual construction cost, two different methods may be used:
- The use of unit price (Column B) and the number of units (Column C) data for the activity; OR
- The construction costs may be broken into labor (Column B) and materials (Column C) 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.
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**Column G:** Figures for Column G, Total Activity Cost, are obtained by adding together Columns D, E, and F to get the total costs.

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

For Site Work costs that exceed $15,000 per Unit and are included in Eligible Basis, a CPA letter allocating which portions of those site costs should be included in Eligible Basis and which ones may be ineligible must be submitted behind this tab.

<table>
<thead>
<tr>
<th>Activity</th>
<th>Labor or Unit Price</th>
<th>Materials or # of Units</th>
<th>Total Construction Costs</th>
<th>Acquisition Costs</th>
<th>Engineering / Architectural Costs</th>
<th>Total Activity Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Demolition</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Asbestos Abatement (Demolition Only)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Detention</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rough grading</td>
<td>$210,000.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$210,000</td>
</tr>
<tr>
<td>Fine grading</td>
<td>$80,640.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$80,640</td>
</tr>
<tr>
<td>On-site concrete</td>
<td>$54,960.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$54,960</td>
</tr>
<tr>
<td>On-site electrical</td>
<td>$388,080.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$388,080</td>
</tr>
<tr>
<td>On-site paving</td>
<td>$400,320.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$400,320</td>
</tr>
<tr>
<td>Decorative masonry</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bumper stops, stripping &amp; signs</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$1,134,000</td>
</tr>
</tbody>
</table>

Signature of Registered Engineer:  
Date: 2-23-18

Printed Name: Mario Reyna  
Date: 2-23-18

Seal:  

If a revised form is submitted, date of submission:  

STATE OF TEXAS  
LICENSED PROFESSIONAL ENGINEER  

117368  

MARIO A. REYNA  
[Image of registration seal]
Development Cost Schedule

This Development Cost Schedule must be consistent with the Summary Sources and Uses of Funds Statement. All Applications must complete development cost column and the Tax Payer Identification column. Only HTC applications must complete the Eligible Basis columns and the Requested calculation below:

<table>
<thead>
<tr>
<th></th>
<th>Total</th>
<th>Eligible Basis (If Applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TOTAL DEVELOPMENT SUMMARY</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cost</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Site acquisition cost</td>
<td>700,000</td>
<td></td>
</tr>
<tr>
<td>Existing building acquisition cost</td>
<td>10,000</td>
<td></td>
</tr>
<tr>
<td>Closing costs &amp; acq. legal fees</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Acquisition Cost</strong></td>
<td>$710,000</td>
<td>$0 $0</td>
</tr>
<tr>
<td>Off-site concrete</td>
<td>150,000</td>
<td></td>
</tr>
<tr>
<td>Storm drains &amp; devices</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water &amp; fire hydrants</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Off-site utilities</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sewer lateral(s)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Off-site paving</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Off-site electrical</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Off-Sites Cost</strong></td>
<td>$150,000</td>
<td>$0 $0</td>
</tr>
<tr>
<td>Demolition</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Asbestos Abatement (Demolition Only)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Detention</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rough grading</td>
<td>210,000</td>
<td>210,000</td>
</tr>
<tr>
<td>Fine grading</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>On-site concrete</td>
<td>80,640</td>
<td>80,640</td>
</tr>
<tr>
<td>On-site electrical</td>
<td>54,960</td>
<td>54,960</td>
</tr>
<tr>
<td>On-site paving</td>
<td>388,080</td>
<td>388,080</td>
</tr>
<tr>
<td>On-site utilities</td>
<td>400,320</td>
<td>400,320</td>
</tr>
<tr>
<td>Decorative masonry</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Bumper stops, striping &amp; signs</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Site Work Cost</strong></td>
<td>$1,134,000</td>
<td>$0 $1,134,000</td>
</tr>
<tr>
<td>Landscaping</td>
<td>207,720</td>
<td>207,720</td>
</tr>
<tr>
<td>Pool and decking</td>
<td>100,000</td>
<td>100,000</td>
</tr>
<tr>
<td>Athletic court(s), playground(s)</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Fencing</td>
<td>55,328</td>
<td>55,328</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
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</tr>
<tr>
<td><strong>Subtotal Site Amenities Cost</strong></td>
<td>$363,048</td>
<td>$0 $363,048</td>
</tr>
</tbody>
</table>

Self Score Total: 0

Scratch Paper/Notes:
### BUILDING COSTS:

<table>
<thead>
<tr>
<th>Category</th>
<th>Cost Before 11.9(e)(2)</th>
<th>Cost After 11.9(e)(2)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Concrete</td>
<td>848,952</td>
<td>848,952</td>
</tr>
<tr>
<td>Masonry</td>
<td>495,222</td>
<td>495,222</td>
</tr>
<tr>
<td>Metals</td>
<td>282,984</td>
<td>282,984</td>
</tr>
<tr>
<td>Woods and Plastics</td>
<td>1,556,413</td>
<td>1,556,413</td>
</tr>
<tr>
<td>Thermal and Moisture Protection</td>
<td>212,238</td>
<td>212,238</td>
</tr>
<tr>
<td>Roof Covering</td>
<td>353,730</td>
<td>353,730</td>
</tr>
<tr>
<td>Doors and Windows</td>
<td>282,984</td>
<td>282,984</td>
</tr>
<tr>
<td>Finishes</td>
<td>778,206</td>
<td>778,206</td>
</tr>
<tr>
<td>Specialties</td>
<td>70,746</td>
<td>70,746</td>
</tr>
<tr>
<td>Furnishings</td>
<td>141,492</td>
<td>141,492</td>
</tr>
<tr>
<td>Special Construction</td>
<td>70,746</td>
<td>70,746</td>
</tr>
<tr>
<td>Conveying Systems (Elevators)</td>
<td>212,238</td>
<td>212,238</td>
</tr>
<tr>
<td>Mechanical (HVAC; Plumbing)</td>
<td>990,445</td>
<td>990,445</td>
</tr>
<tr>
<td>Electrical</td>
<td>778,206</td>
<td>778,206</td>
</tr>
<tr>
<td>Detached Community Facilities/Building</td>
<td>489,524</td>
<td>489,524</td>
</tr>
<tr>
<td>Carports and/or Garages</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Lead-Based Paint Abatement</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Asbestos Abatement (Rehabilitation Only)</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Structured Parking</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Commercial Space Costs</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

**Subtotal Building Costs Before 11.9(e)(2):**

$7,564,126 $0 $7,564,126

Voluntary Eligible Building Costs (After 11.9(e)(2))

$77.77 psf $7,564,126

**TOTAL BUILDING COSTS & SITE WORK (including site amenities):**

$9,061,174 $0 $9,061,174

Contingency: 7.00% $644,782 634,282

**TOTAL HARD COSTS:**

$9,855,956 $0 $9,695,456

**OTHER CONSTRUCTION COSTS %THC %EHC:**

- General requirements (<6%): 6.00% 591,357 581,727 6.00%
- Field supervision (within GR limit): 2.00% 197,119 193,909 2.00%
- Contractor profit (<6%): 6.00% 591,357 581,727 6.00%

**TOTAL CONTRACTOR FEES:**

$1,379,833 $0 $1,357,363

**TOTAL CONSTRUCTION CONTRACT Before 11.9(e)(2):**

$11,235,789 $0 $11,052,819

Voluntary Eligible "Hard Costs" (After 11.9(e)(2))

$0.00 psf

*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 Costs indicated above must fall within the required thresholds. If voluntary costs are not entered, staff will consider the Subtotal Building Cost or Construction Contract costs, as applicable. Enter score for Building OR Hard Costs at end of form.*
### SOFT COSTS

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Architectural - Design fees</td>
<td>240,000</td>
</tr>
<tr>
<td>Architectural - Supervision fees</td>
<td>24,000</td>
</tr>
<tr>
<td>Engineering fees</td>
<td>180,000</td>
</tr>
<tr>
<td>Real estate attorney/other legal fees</td>
<td>100,000</td>
</tr>
<tr>
<td>Accounting fees</td>
<td>12,000</td>
</tr>
<tr>
<td>Impact Fees</td>
<td>244,000</td>
</tr>
<tr>
<td>Building permits &amp; related costs</td>
<td>26,120</td>
</tr>
<tr>
<td>Appraisal</td>
<td>7,500</td>
</tr>
<tr>
<td>Market analysis</td>
<td>6,000</td>
</tr>
<tr>
<td>Environmental assessment</td>
<td>3,600</td>
</tr>
<tr>
<td>Soils report</td>
<td>8,750</td>
</tr>
<tr>
<td>Survey</td>
<td>15,000</td>
</tr>
<tr>
<td>Marketing</td>
<td></td>
</tr>
<tr>
<td>Hazard &amp; liability insurance</td>
<td>77,105</td>
</tr>
<tr>
<td>Real property taxes</td>
<td>25,000</td>
</tr>
<tr>
<td>Personal property taxes</td>
<td>0</td>
</tr>
<tr>
<td>Other (specify)</td>
<td>0</td>
</tr>
<tr>
<td>PLEASE SPECIFY</td>
<td>150,000</td>
</tr>
</tbody>
</table>

**Subtotal Soft Cost**: $1,119,075

### FINANCING:

#### CONSTRUCTION LOAN(S)

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest</td>
<td>528,107</td>
</tr>
<tr>
<td>Loan origination fees</td>
<td>126,400</td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td>50,000</td>
</tr>
<tr>
<td>Closing costs &amp; legal fees</td>
<td>40,000</td>
</tr>
<tr>
<td>Inspection fees</td>
<td>21,600</td>
</tr>
<tr>
<td>Credit Report</td>
<td>0</td>
</tr>
<tr>
<td>Discount Points</td>
<td>0</td>
</tr>
<tr>
<td>Other (specify)</td>
<td>0</td>
</tr>
</tbody>
</table>

#### PERMANENT LOAN(S)

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Loan origination fees</td>
<td>39,000</td>
</tr>
</tbody>
</table>

#### BRIDGE LOAN(S)

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest</td>
<td>0</td>
</tr>
<tr>
<td>Loan origination fees</td>
<td>0</td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td>0</td>
</tr>
<tr>
<td>Closing costs &amp; legal fees</td>
<td>0</td>
</tr>
<tr>
<td>Other (specify)</td>
<td>0</td>
</tr>
</tbody>
</table>
### OTHER FINANCING COSTS³

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tax credit fees</td>
<td>56,957</td>
</tr>
<tr>
<td>Tax and/or bond counsel</td>
<td>0</td>
</tr>
<tr>
<td>Payment bonds</td>
<td>158,865</td>
</tr>
<tr>
<td>Performance bonds</td>
<td>158,865</td>
</tr>
<tr>
<td>Credit enhancement fees</td>
<td>0</td>
</tr>
<tr>
<td>Mortgage insurance premiums</td>
<td>0</td>
</tr>
<tr>
<td>Cost of underwriting &amp; issuance</td>
<td>0</td>
</tr>
<tr>
<td>Syndication organizational cost</td>
<td>35,000</td>
</tr>
<tr>
<td>Tax opinion</td>
<td>0</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td>0</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td>0</td>
</tr>
<tr>
<td><strong>Subtotal Financing Cost</strong></td>
<td>$1,055,929</td>
</tr>
</tbody>
</table>

### DEVELOPER FEES⁴

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Housing consultant fees</td>
<td>0</td>
</tr>
<tr>
<td>General &amp; administrative</td>
<td>0</td>
</tr>
<tr>
<td>Profit or fee</td>
<td>1,940,730</td>
</tr>
<tr>
<td><strong>Subtotal Developer Fees</strong></td>
<td>$1,940,730</td>
</tr>
</tbody>
</table>

### RESERVES

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rent-up</td>
<td>25,000</td>
</tr>
<tr>
<td>Operating</td>
<td>373,681</td>
</tr>
<tr>
<td>Replacement</td>
<td></td>
</tr>
<tr>
<td>Escrows</td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Reserves</strong></td>
<td>$398,681</td>
</tr>
</tbody>
</table>

### TOTAL HOUSING DEVELOPMENT COSTS⁵

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Subtotal Financing Cost</strong></td>
<td>$1,055,929</td>
</tr>
<tr>
<td><strong>Subtotal Developer Fees</strong></td>
<td>$1,940,730</td>
</tr>
<tr>
<td><strong>Subtotal Reserves</strong></td>
<td>$398,681</td>
</tr>
<tr>
<td><strong>TOTAL HOUSING DEVELOPMENT COSTS</strong></td>
<td>$16,460,204</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)

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Eligible Basis</td>
<td>0</td>
</tr>
<tr>
<td>Total Adjusted Basis</td>
<td>1,916,655</td>
</tr>
<tr>
<td><strong>High Cost Area Adjustment (100% or 130%)</strong></td>
<td>130%</td>
</tr>
<tr>
<td>Total Qualified Basis</td>
<td>16,130,288</td>
</tr>
<tr>
<td>Applicable Fraction</td>
<td>84.44%</td>
</tr>
<tr>
<td><strong>Credits Supported by Eligible Basis</strong></td>
<td>$1,451,726</td>
</tr>
<tr>
<td><em>(May be greater than actual request)</em></td>
<td></td>
</tr>
</tbody>
</table>

**Requested Score for 11.9(e)(2)**

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Requested Score for 11.9(e)(2)</strong></td>
<td>12</td>
</tr>
</tbody>
</table>

**Name of contact for Cost Estimate:**

James E. Rickenbacker

**Phone Number for Contact:**

713-664-9100

If a revised form is submitted, date of submission:

**NOTE:**

*11.9(c)(2) Cost Per Square Foot: DO NOT ROUND! Applicants are advised to ensure that figure is not rounding down to the maximum dollar figure to support the elected points.*
Footnotes:
1 An itemized description of all "other" costs must be included at the end of this exhibit.
2 All Off-Site costs must be justified by a Third Party engineer in accordance with the Department’s format provided in the Offsite Cost Breakdown form.

3 (HTC Only) Site Work expenses, indirect construction costs, developer fees, construction loan financing and other financing costs may or may not be included in Eligible Basis. Site Work costs must be justified by a Third Party engineer in accordance with the Department’s format provided in the Site Work Breakdown form.
4 (HTC Only) Only fees paid to a consultant for duties which are not ordinarily the responsibility of the developer, can be included in Eligible Basis. Consulting fees are included in the calculation of maximum developer fees.
5 (HTC Only) Provide all costs & Eligible Basis associated with the Development.
6 (HTC Only) Use the appropriate Applicable Percentages as defined in §10.3 of the Uniform Mutifamily Rules.
## Financing Narrative and Summary of Sources and Uses

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

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Construction Period</th>
<th>Permanent Period</th>
<th>Lien Position</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
<td>Loan/Equity Amount</td>
</tr>
<tr>
<td><strong>Debt</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. to Perm. (Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td>$</td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. Only (Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td>$</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Multifamily Direct Loan (Soft Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td>$</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Mortgage Revenue Bond</td>
<td>$0</td>
<td>0.00%</td>
<td>$</td>
</tr>
<tr>
<td>JPMorgan Chase</td>
<td>Conventional Loan</td>
<td>$12,640,000</td>
<td>4.50%</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td><strong>Third Party Equity</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>RBC Capital Markets, LLC</td>
<td>HTC</td>
<td>$1,315,170</td>
<td>$2,367,069.00</td>
<td>$11,835,346</td>
</tr>
<tr>
<td></td>
<td><strong>Grant</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Deferred Developer Fee</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Texas Grey Oaks, LLC</td>
<td>Direct Loan Match</td>
<td>$1,455,548</td>
<td>$724,858</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td>Direct Loan Match</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Total Sources of Funds</strong></td>
<td>$16,462,617</td>
<td>$16,460,204</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Total Uses of Funds</strong></td>
<td>$16,460,204</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
**INSTRUCTIONS:** Describe the sources of funds that will finance Development. The description must include construction, permanent, and bridge loans, and all other types of funds to be used for development. The information must be consistent with all other documentation in this section. Provide sufficient detail to identify the source and explain the use (in terms of the timing and any specific uses) of each type of funds to be contributed. In addition, describe/explain replacement reserves. Finally, describe/explain operating items. The narrative must include rents, operating subsidies, project based assistance, and all other sources of funds for operations. In the foregoing discussion of both development and operating funds, specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments.

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

Conventional construction to perm loan. Timelines are driven by tax credit awards.

Describe the replacement reserves:

$250 per unit per year.

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

No rent subsidies (project based Section 8) expected.

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.
## Financing Narrative and Summary of Sources and Uses

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

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Construction Period</th>
<th>Permanen Period</th>
<th>Lien Position</th>
<th>Lien Position</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Loan/Equity Amount</td>
<td>Permanent Period</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Interest Rate (%)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Debt</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const.</td>
<td>$0</td>
<td>$0</td>
<td>0.00%</td>
<td>30</td>
</tr>
<tr>
<td></td>
<td>Perm. (Repayable)</td>
<td>0.00%</td>
<td>0.00%</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const.</td>
<td>$0</td>
<td>$0</td>
<td>0.00%</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>Only (Repayable)</td>
<td>0.00%</td>
<td>0.00%</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>TDHCA</td>
<td>Multifamily Direct</td>
<td>$0</td>
<td>$0</td>
<td>0.00%</td>
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<tr>
<td></td>
<td>Loan (Soft Repayable)</td>
<td>0.00%</td>
<td>0.00%</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>TDHCA</td>
<td>Mortgage Revenue</td>
<td>$0</td>
<td>$0</td>
<td>0.00%</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>Bond</td>
<td>0.00%</td>
<td>0.00%</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>JPMorgan Chase</td>
<td>Conventional Loan</td>
<td>$12,640,000</td>
<td>$3,900,000</td>
<td>4.50%</td>
<td>6.00%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1</td>
<td>$3,900,000</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Third Party Equity

| RBC Capital Markets, LLC | HTC | $1,315,170 | $2,367,069.00 | $11,835,346 | 0.9 |

### Grant


### Deferred Developer Fee

| Texas Grey Oaks, LLC | $1,455,548 | $724,858 |

### Other

| Direct Loan Match |                     |         |

| $ | Total Sources of funds | $16,462,617 | Total Uses of Funds | $16,460,204 |
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.

Description the sources 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).

Conventional construction to perm loan. Timelines are driven by tax credit awards.

Describe the replacement reserves:

$250 per unit per year.

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

No rent subsidies (project based Section 8) expected.

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

Signature, Authorized Representative, Construction or Permanent Lender

Printed Name

Date

Telephone: 512-479-2247

Email address: [email]

If a revised form is submitted, date of submission: [ ]
Financial Capacity, Owner Equity, and Appraisal Requirements (Multifamily Direct Loan Applications Only, if applicable) [§13.8(c)(5) and (6)]

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 Total Housing Development Cost available 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 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 of Application submission - from the Development Owner’s bank or banks confirming that such funds are available at commitment and until the required investment is completed.
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 in solid of Match in the Match Guidance 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)</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>INCLUDE DEVELOPER FEES</strong></td>
<td></td>
<td><strong>CANNOT</strong></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>
Non-Federal, Below Market Financing

Below-market interest rate financing can be used toward MF Direct Loan Applicants’ Match obligation. For MF Direct Loan Developments, the market interest rate is defined as the yield on 10-year Treasury Note on the date of Application submission, plus 300 basis points. For example, the 10-year Treasury yield on 11/10/2010 was 2.65%; for an Application submitted on this date, the market interest rate would be 5.65%.

In order to calculate Match contributions when below-market financing is utilized, the net present value (NPV) of the interest savings should be calculated, using the market interest rate as the discount rate.

Example:

Texas Development Co. received a financing commitment from a non-profit lender to assist in its Development. Texas Development Co. agreed to borrow $100,000 at 4% interest, with a 30 year term and 30 year amortization. They then submitted a complete MF Direct Loan Application on 11/10/2010. The steps Texas Development Co. should take to calculate their Match contribution from this below-market financing are below:

| Loan Amount | $100,000 |
| Monthly Payment at Market Interest Rate (5.65%) | $577.24 |
| Monthly Payment at Below-Market Rate (4%) | $477.42 |
| Interest Savings (per month) | $99.82 |
| NPV (360 months, 5.65%) | $17,292.85 |

*** Texas Development Co. can claim $17,292.85 in Match contribution from its below-market financing commitment.***

Property Tax Abatements

Match stemming from property tax abatements should be calculated according to the net present value of the taxes foregone by the taxing entity. The discount rate used will be the yield on the Treasury notes with a maturity closest to the number of years the tax abatement is in effect.

Example:

| Annual Tax Abatement | $5,000 |
| Term | 10 years |
| Discount Rate (10 year Treasury Yield) | 2.65% |
| Net Present Value | $43,423.07 |

***Texas Development Co.’s eligible match from its property tax abatement is $43,423.07.***

Donated Services

Donated services such as those provided by a General Contractor, subcontractor or architect (among other service providers) can be considered eligible Match. However, a principal of the contractor, subcontractor, or architect providing the contribution cannot be related to the Development Owner or member of the Development Owner.

In order to document this Match in the Application, the Applicant must submit, at a minimum, a signed letter from the company committing to provide the Match identifying the value of the donated services that are being committed. Once an award is made, this Match must be documented in a formal service agreement or contractor/subcontractor agreement.
1. **Commitment of Development Funding by Local Political Subdivision (§11.9(d)(2))**

Name of the Local Political Subdivision providing the funding:

City of Weslaco and Hidalgo County, Texas

- [X] A letter from an official of the political subdivision stating that the political subdivision will provide a loan, grant, reduced fees or contribution of other value type, and the terms under which it will be provided is in the application.
- [X] The dollar value of the contribution must be in the letter and must equal $500 or more if Urban and $250 or more if Rural or USDA.
- [X] The commitment of development funding is reflected in the Application as a financial benefit to the Development, i.e. reported as a source of funds on the Sources and Uses Form and/or reflected in a lower cost in the Development Cost Schedule, such as notation of a reduction in building permits and related costs.

Total Points Claimed: 1

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

- Eligible Pro-Forma and letter stating the Development is financially feasible. 0
- [X] Eligible Pro-Forma and letter stating Development and Principals are acceptable. 18

Total Points Claimed: 18

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

- Percent of Units restricted to serve households at or below 30% of AMGI
  - 9.17%
- HTC funding request as a percent of Total Housing Development Cost
  - 7.99%

Eligibility for points:

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

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

Total Points Claimed: 3
Supporting Documents Should be Included Behind this Tab

**ALL SUPPORTING DOCUMENTS MUST BE CONSISTENT WITH THE SOURCES AND USES**

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

### INCOME

<table>
<thead>
<tr>
<th>POTENTIAL GROSS ANNUAL RENTAL 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>
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<tr>
<td>$846,264</td>
<td>$863,189</td>
<td>$880,453</td>
<td>$898,062</td>
<td>$916,023</td>
<td>$1,011,364</td>
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<td>Secondary Income</td>
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<td>$22,922</td>
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<td>$25,814</td>
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<td>POTENTIAL GROSS ANNUAL INCOME</td>
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<td>$885,221</td>
<td>$902,526</td>
<td>$920,984</td>
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<td>$1,145,128</td>
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<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>($65,090)</td>
<td>($66,392)</td>
<td>($67,719)</td>
<td>($69,074)</td>
<td>($70,455)</td>
<td>($77,788)</td>
<td>($85,885)</td>
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<td>Rental Concessions</td>
<td>50</td>
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<td>50</td>
<td>50</td>
<td>50</td>
<td>50</td>
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<td>EFFECTIVE GROSS ANNUAL INCOME</td>
<td>$802,774</td>
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<td>$851,910</td>
<td>$868,049</td>
<td>$959,389</td>
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### EXPENSES

| General & Administrative Expenses     | $34,344 | $35,374 | $36,436 | $37,529 | $38,654 | $39,852 | $41,104 |
| Management Fee                        | $40,139 | $40,942 | $41,761 | $42,596 | $43,448 | $44,388 | $45,348 |
| Payroll, Payroll Tax & Employee Benefits | $118,287 | $121,836 | $125,491 | $129,255 | $133,033 | $137,538 | $142,055 |
| Repairs & Maintenance                 | $62,640 | $64,519 | $66,455 | $68,448 | $70,502 | $74,811 | $79,543 |
| Electric & Gas Utilities              | $13,920 | $14,338 | $14,768 | $15,211 | $15,657 | $16,112 | $16,578 |
| Water, Sewer & Trash Utilities        | $62,880 | $64,766 | $66,709 | $68,711 | $70,772 | $74,815 | $78,760 |
| Annual Property Insurance Premiums     | $43,440 | $44,743 | $46,085 | $47,468 | $48,892 | $50,386 | $52,000 |
| Property Tax                          | $70,782 | $72,906 | $75,093 | $77,345 | $79,667 | $82,095 | $84,564 |
| Reserve for Replacements              | $3,000  | $3,090  | $3,182  | $3,272  | $3,364  | $3,458  | $3,548  |
| Other Expenses                        | $4,000  | $4,202  | $4,405  | $4,610  | $4,822  | $5,046  | $5,272  |
| TOTAL ANNUAL EXPENSES                 | $480,512 | $494,526 | $508,553 | $523,804 | $539,092 | $554,528 | $570,067 |

### DEBT SERVICE

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<td>Other Annual Required Payment</td>
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<tr>
<td><strong>ANNUAL NET CASH FLOW</strong></td>
<td>$55,413</td>
<td>$57,454</td>
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<td><strong>CUMULATIVE NET CASH FLOW</strong></td>
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<td>Debt Coverage Ratio</td>
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<td>1.22</td>
<td>1.22</td>
<td>1.23</td>
<td>1.24</td>
<td>1.26</td>
<td>1.27</td>
</tr>
</tbody>
</table>

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

Signature, Authorized Representative, Construction or Permanent Lender

Signature, Authorized Representative, Syndicator

Phone: 512-642-9128
Email: David.Salinger@mgcinfo.com

2-27-2018
February 27, 2018

TGO Midway Villas 18, LP
c/o Steve Lollis
Texas Grey Oaks, LLC
710 N. Post Oak Road, Suite 400
Houston, TX  77024

Re: Midway Villas
Midway North CDP, TX

Dear Mr. Lollis:

I have received and reviewed the 15 year pro forma for Midway Villas in Midway North CDP, Texas. The attached pro forma, which has been reviewed and executed by an authorized representative of JPMorgan Chase Bank, N.A. Community Development Banking projects total operating expenses, net operating income, and debt service for the first year of stabilized operation based on preliminary information provided by the borrower. JPMorgan Chase has not independently verified any such information.

The attached 15 year pro forma indicates that the development would maintain no less than a 1.15 debt coverage ratio throughout the initial fifteen years of operation following stabilization. These projections, which indicate that the Development is expected to be feasible for fifteen years, are made based upon the preliminary information provided by the borrower to this point, and are subject to JPMorgan Chase Bank, N.A. Community Development Banking due diligence review and revision.

Additionally, JPMorgan Chase Bank, N.A. Community Development Banking has performed a preliminary review of the credit worthiness of TGO Midway Villas 18, LP and its Principals and Guarantors. At this time, JPMorgan Chase Bank, N.A. Community Development Banking has no reservations with any of the Principals or Guarantors of the borrower to this point, and is subject to JPMorgan Chase due diligence review and revision.
Please be advised that this letter does not represent a commitment by JPMorgan Chase to provide financing for the Development nor an offer to commit. Any such commitment would be subject to receipt and satisfactory review of all then-current due diligence materials required by JPMorgan Chase and to change as described above. JPMorgan Chase cannot extend any legally binding lending commitment until formal credit approval has been obtained and a commitment letter has been issued.

Sincerely,

JPMORGAN CHASE BANK, N.A.

David H. Saling
Authorized Officer
February 23, 2018

TGO Midway Villas 18, LP  
c/o Steve Lollis  
Texas Grey Oaks, LLC  
710 N. Post Oak Road, Suite 400  
Houston, TX  77024

Re: Midway Villas  
Midway North CDP, TX

Dear Mr. Lollis:

Thank you for considering JPMorgan Chase Bank, N.A. (“JPMorgan Chase” or “Lender”) as a potential construction and permanent lender for the development of affordable rental housing at Midway Villas in Midway North CDP, Texas. We have completed a preliminary review of the materials you have submitted, and the following is a brief outline of the terms that we propose to underwrite for credit approval. Of course, this letter is for discussion purposes only and does not represent a commitment by JPMorgan Chase to provide financing for the project nor an offer to commit, but rather is intended to serve as a basis for further discussion and negotiation should you wish to pursue the proposed transaction. Our interest and preliminary terms are subject to change as our due diligence and discussions with you continue. Such a commitment can only be made after due diligence materials are received, reviewed and approved and credit approval has been obtained.

**Construction Loan**

**Borrower:** TGO Midway Villas 18, LP  
**Developer:** Texas Grey Oaks, LLC  
**Project:** Midway Villas will consist of a 120-unit property located at the northeast corner of Mile 61/2 W and W Expressway 83 in Midway North CDP, TX  
**Amount:** Approximately $12,640,000; subject to final budget, sources and uses of funds, and LIHTC equity pay-in schedule.  
**Initial Term:** 24 months.  
**Interest Rate:** Libor + 290 bps (4.50% as of February 23, 2018).  
**Commitment Fee:** 1% of the loan amount.
Extension Option: One, conditional, six-month maturity extension.

Extension Fee: 0.25% of the remaining loan commitment amount.

Collateral: First mortgage; other typical pledges and assignments.

Guarantee: Full payment and completion guarantees and environmental indemnity by Steve Lollis and Texas Grey Oaks, LLC.

Developer Fee: Assigned to Lender. Notwithstanding provisions of the LP or LLC Agreement, any payments of developer fee prior to permanent debt conversion are subject to Lender's prior approval and control.

Tax Credit Equity: Approximately $11,835,346, of which at least 20% must be paid in at closing. The identity of the equity investor and pay-in schedule for this transaction must be disclosed and acceptable to the Lender in its sole discretion.

Subordinate Liens: Subordinate financing will be permitted subject to approval of terms by JPMorgan Chase.

Repayment: Construction Loan will be repaid with principal reductions from equity funded at or subsequent to construction completion and the Permanent Loan.

Loan to Value: Up to 80% including the value of the real estate and tax credits.

Contract Bonding: 100% Payment and Performance Bonds from “A” rated surety

**Permanent Loan**

Amount: $3,900,000 subject to final underwriting.

Funding: After a 24 month unfunded forward period, the Permanent Loan will be fully funded and will reduce the Construction Loan. The Permanent Loan may be interest only for up to six months prior to conversion.

Commitment Fee: 1.00% of the Permanent Loan amount payable at Construction Loan closing.

Interest Rate: The applicable interest rate for the Permanent Loan shall be locked at Construction Loan closing. **Current indicative rate is 6.0%.**

**Please note that credit markets are volatile. Loan fees and interest rates are subject to adjustment prior to commitment.**

Term: The Permanent Loan will mature 270 months (22.5 years) from Construction Loan closing

Amortization: 35 years.
Collateral: First mortgage; other typical pledges and assignments.

**Guarantee:**
After conversion, the Permanent Loan shall be non-recourse to the Borrower, except as to standard carve-outs for the Borrower, General Partner, and Key Principals.

Loan to Value: Up to 85% of the stabilized rent-restricted value.

Conversion Requirements:
- 1.20x debt service coverage ratio (DSCR); 1.15x all-in DSCR including all loans requiring debt service payment. Commercial income will be excluded from DSCR analysis.
- 90% economic and physical occupancy for 90 days.
- 10-year pro forma forecast shows annual DSCR (based on annual revenue growth of 2% and annual expense growth of 3%) of 1.0x or greater, else the Permanent Loan amount may be resized at conversion.

Prepayment Terms: Prepayment prior to three years before the Permanent Loan maturity date will be subject to a prepayment fee equal to the greater of 1% of the Loan balance or yield maintenance. Thereafter, prepayment will be without premium.

Escrows/Reserves: Bank controlled escrows required for property taxes, insurance, and replacement reserves. Minimum replacement reserve of $250/unit/year funded at conversion with 3-month initial deposit. A non-bank controlled operating reserve equal to six months of operating expenses and debt service payments, to stay in place for at least five years, is required.

Other Sources: Lender acknowledges the amounts and terms of other anticipated sources of funds as disclosed and described on the attached sources and uses of funds including deferred developer fee of $724,858 from Texas Grey Oaks, LLC.

We appreciate the opportunity to discuss the possibility of providing construction and permanent financing for the proposed project with you. This letter of interest is for your and the TDHCA’s information and use only, and is not to be shown to or relied upon by other parties. Please note that JPMorgan Chase and its affiliates may be providing debt financing, equity capital or other services (including financial advisory services) to other companies in respect of which you may have conflicting interests regarding the transaction described herein or otherwise. JPMorgan Chase and its affiliates may share information about you in connection with the potential transaction or other possible transactions with you.

This letter, which expires August 31, 2018, serves as an outline of the principal terms of the proposed facility, and is subject to receipt and satisfactory review of all due diligence materials by Lender and to change as described above. Please note, JPMorgan Chase Bank N.A. cannot extend any legally binding lending commitment until formal credit approval has been obtained and a commitment letter has been issued.

Sincerely,

JPMORGAN CHASE BANK, N.A.

David H. Saling
Authorized Officer
February 27, 2018

TGO Midway Villas 18, LP
c/o Steve Lollis
Texas Grey Oaks, LLC
710 N. Post Oak Road, Suite #400
Houston, TX 77024

Re: Midway Villas
Midway North CDP, TX

Dear Steve:

Thank you for providing us the opportunity to submit a proposal on Midway Villas (the “Project”). This letter serves as our mutual understanding of the business terms regarding the acquisition of an ownership interests in TGO Midway Villas 18, LP, a Texas to-be-formed limited partnership, or similar entity to be formed (the “Partnership”). RBC Tax Credit Equity, LLC, its successors and assigns (“RBC”) will acquire a 99.98% interest, and RBC Tax Credit Manager II, Inc. (“RBC Manager”) will acquire a .01% interest (collectively, the “Interest”) in the Partnership.

1. Project and Parties Involved.

   (a) The Project, located in the City of Midway North CDP, State of Texas will consist of 120 apartment units for rent to seniors. Within the Project 102 units will be occupied in compliance with the low-income housing tax credit (“LIHTC”) requirements of Section 42 of the Internal Revenue Code. The remaining 18 units will be market-rate units.

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

      (i) General Partner. The General Partner is TGO Midway GP, LLC, a to-be-formed, single purpose, taxable entity.

      (ii) Developer. The developer is Texas Grey Oaks, LLC.

      (iii) Guarantors. Subject to RBC’s review and approval of financial statements, the Guarantors are the General Partner, Developer, Steve Lollis, and other entities deemed necessary by RBC, on a joint and several basis.

2. Purchase Price. The Interest in the Partnership will be acquired for a total capital contribution of $11,835,346. This capital contribution is based on the Project receiving the tax credits described in Paragraph 3 and represents a price per tax credit dollar of $0.90. The capital contribution, subject to adjustments set forth in Paragraph 5 below, will be payable to the Partnership in installments as set forth on Exhibit A.
3. **LIHTC.** The Project anticipates receiving a reservation of 2018 LIHTC in the amount of $1,315,170 annually. The total LIHTC anticipated to be delivered to the Partnership is $13,151,700. The LIHTC will be available to the Partnership beginning in 2020.

4. **Funding Sources.** The purchase price is based upon the assumption that the Project will receive funding on the terms and conditions listed on Exhibit B.

5. **Adjustments.**

   (a) **Downward Capital Adjustment.** The amount of LIHTC to be allocated to RBC during the credit period (“Certified LIHTC”) will be determined promptly following receipt of cost certification from the accountant and Form 8609. If the Certified LIHTC is less than Projected LIHTC, RBC’s capital contributions will be reduced by an amount (the “Downward Capital Adjustment”) equal to the product of (i) $0.92 multiplied by (ii) the difference between Projected LIHTC and Certified LIHTC.

   (b) **Late Delivery Adjustment.** The amount of LIHTC allocated to RBC for 2020 will be determined at the time the Project is fully leased. If the amount of the LIHTC allocated to RBC for calendar year 2020 is less than the amounts shown in Paragraph 3, RBC’s capital contribution shall be reduced by an amount (the “Late Delivery Adjustment”) equal to the difference between the amount shown in Paragraph 3 (adjusted for any Downward Capital Adjustment) and the amount of the LIHTC allocated to RBC for calendar year 2020 less the present value (using a 10% discount rate) of the additional LIHTC projected to be received in 2030.

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

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

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

   (b) **Operating Deficits.**

      (i) **Pre-Stabilization.** The General Partner will guarantee funding of operating deficits until the date (the “Stabilization Date”) which is the first day of the month following a 3-month period (such 3-month period to commence after the permanent loan closing) in which the Project has maintained an average 1.15 debt service coverage; and
(ii) **Post-Stabilization.** Commencing with the Stabilization Date and continuing until the Release Date (defined below), the General Partner will guarantee funding of operating deficits in an amount equal to 6 months of operating expenses, debt service, and replacement reserves. Any funds paid by the General Partner under this Paragraph 6(b)(ii) shall be treated as an unsecured loan to the Partnership with interest at the rate of 0% per annum, to be repaid out of cash flow, refinancing, sale and liquidation proceeds as provided in Paragraph 9 hereof.

The “Release Date” is the later of:
(A) the fifth anniversary of the Stabilization Date,
(B) the date the Project has achieved an average debt service coverage of 1.15 for the 12-month period immediately prior to the Release Date, and
(C) the date the Project has achieved a 1.15 debt service coverage for each of the 3 months immediately prior to the Release Date.

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

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

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

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

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

7. **Reserves.**

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

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

(c) **Rent-up Reserves.** The General Partner will establish a rent-up reserve in an amount not less than $25,000 prior to RBC’s second capital contribution. The rent-up reserve will be used to
cover operating deficits during initial lease-up, and any unused balance will be transferred to the Operating Reserve prior to RBC’s final capital contribution.

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

   (a) **Developer Fee.** The Developer will earn a developer fee of $1,940,730 projected to be paid as follows:

   (i) 5.00% concurrent with RBC’s first capital contribution;

   (ii) 20.61% concurrent with RBC’s second capital contribution;

   (iii) 20.10% concurrent with RBC’s third capital contribution;

   (iv) 16.94% concurrent with RBC’s final capital contribution; and

   (v) 37.35% is deferred and paid from net cash flow.

   The deferred portion of the developer fee shall accrue interest at 8% per annum commencing as of the date of RBC’s final capital contribution. Payment of the deferred fee will be subordinate to all other Partnership debt as well as operating expense and reserve requirements.

   (b) **Incentive Management Fee.** An incentive management fee will be payable to the General Partner on an annual basis in an amount equal to 90% of net cash flow as set forth on Paragraph 9(b) below.

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

   (d) **Asset Management Fee.** The Partnership will pay RBC Manager an annual asset management fee of $5,000 which will increase by 3% annually.

9. **Tax Benefits and Distributions.**

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

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

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

   (ii) to RBC Manager for any unpaid asset management fees;
(iii) to the operating reserve to maintain the balance required in Paragraph 7(a);

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

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

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

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

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

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

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

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

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

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

(vi) to the payment of any debts owed to the General Partner or their affiliates including any unpaid developer fee;

(vii) to RBC Manager, 1% of such proceeds as a capital transaction administrative fee;

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

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

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

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

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

(c) **Diligence Reimbursement.** The Partnership will reimburse RBC $35,000 toward the costs incurred by RBC in conducting its due diligence review and for the costs and expenses of RBC’s counsel in connection with the preparation of the tax opinion. RBC may deduct this amount from its first capital contribution.

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

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

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

(b) **Information and Laws.** No adverse change in the information you have provided to us, no adverse change in market conditions and no adverse change in existing law.

(c) **Anticipated Closing Date.** The closing occurring on or before December 31, 2018.
If the foregoing is in accordance with your understanding of the terms and conditions, please indicate your acceptance on the enclosed copy and return it to the undersigned.

Very truly yours,

[Signature]

By: ____________________________
Name: Dan Kierce
Title: Director

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

GENERAL PARTNER:

By: ____________________________
Its: ____________________________
Date: ____________________________

GUARANTORS:

By: ____________________________
Its: ____________________________
Date: ____________________________

By: ____________________________
Its: ____________________________
Date: ____________________________
## EXHIBIT A
### CAPITAL CONTRIBUTIONS

<table>
<thead>
<tr>
<th>Conditions</th>
<th>Amount</th>
<th>Anticipated Funding Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>i) 20.00% upon the later of:</td>
<td>$2,367,069</td>
<td>December 1, 2018</td>
</tr>
<tr>
<td>(a) the execution of the Partnership Agreement,</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(b) closing of the financing sources described in Exhibit B, and</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(c) receipt and approval of all due diligence items on RBC's due</td>
<td></td>
<td></td>
</tr>
<tr>
<td>diligence checklist.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ii) 45.00% upon the later of:</td>
<td>$5,325,906</td>
<td>December 1, 2019</td>
</tr>
<tr>
<td>(a) receipt of final Certificates of Occupancy for all of the units,</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(b) receipt of an architect's certificate of substantial completion,</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(c) receipt of a preliminary cost certification accompanied by a</td>
<td></td>
<td></td>
</tr>
<tr>
<td>General Partner certification, and</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(d) December 1, 2019.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>iii) 32.22% upon the later of:</td>
<td>$3,813,578</td>
<td>October 1, 2020</td>
</tr>
<tr>
<td>(a) receipt of a final cost certification from an independent</td>
<td></td>
<td></td>
</tr>
<tr>
<td>certified public accountant,</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(b) achievement of 100% qualified occupancy,</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(c) permanent loan conversion, including achievement of 90 days at a</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.15 Debt Service Coverage Ratio, and</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(d) October 1, 2020.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>iv) 2.78% upon the later of:</td>
<td>$328,793</td>
<td>January 1, 2021</td>
</tr>
<tr>
<td>(a) achievement of the Stabilization Date,</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(b) receipt of the IRS Form 8609, and</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(c) January 1, 2021.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total:</td>
<td>$11,835,346</td>
<td></td>
</tr>
</tbody>
</table>
EXHIBIT B
SOURCES

Construction/Permanent Loan
- Lender: a Lender acceptable to RBC
- Amount: $12,640,000 during construction and $3,900,000 upon Conversion
- Maturity: 20 years after Conversion
- Amortization: 35 years
- Interest Rate: 4.50% during construction and 6.00% upon Conversion
- Collateral: 1st mortgage on Project during construction and upon Conversion (or other collateral acceptable to RBC)

Other Sources
- Deferred Developer Fee: $724,858
February 28, 2018

Marni Holloway
Director of Multifamily Finance
Texas Department of Housing and Community Affairs
221 E. 11th Street
Austin, Texas 78701

Re: Midway Villas – TDHCA No. 18208

Dear Ms. Holloway,

The City Commission of the City of Weslaco (the “City”) formally approved a Resolution of Support for the above-described 2018 9% tax credit application (the “Resolution”). Pursuant to the Resolution, as a commitment of Development Funding by a Local Political Subdivision, the development will receive a commitment of funding in the form of a loan, grant, reduced fees or contribution of other value that equals $500.00.

The funding is being provided pursuant to Section 11.9 (d)(2) of the 2018 Qualified Allocation Plan (QAP) and is conditioned upon the award of housing tax credits to the development. The funds to be awarded were not first provided to the City by the Applicant or a Related Party as defined in the QAP.

Thank you for your consideration. Should I be of any further, please feel free to contact me at City Hall, 956/968.3181.

Sincerely,

David Suarez
Mayor

City of Weslaco
“The City on the Grow”
A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF WESLACO
EXPRESSING SUPPORT FOR THE APPLICATION OF TGO MIDWAY VILLAS 18
LP TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
FOR 2018 COMPETITIVE NINE-PERCENT HOUSING TAX CREDITS TO DEVELOP
AFFORDABLE RENTAL HOUSING AND OTHER MATTERS IN CONNECTION
THERewith

WHEREAS, TGO Midway Villas 18 LP, and its affiliates (the “Applicant”) brought to the City of
Weslaco (the “City”) a proposal to develop an affordable rental housing community named Midway Villas
(the “Housing Community”) to be located near the NEC of Mile 6 ½ W. and W. Exp. 83, Midway North
CDP, Hidalgo County, Texas 78596 (the “Development Site”).

WHEREAS, the Applicant has advised the City that it intends to submit an application to the Texas
Department of Housing and Community Affairs (“TDHCA”) for an allocation of 2018 Competitive 9%
Housing Tax Credits (“HTC”) for the construction and development of the Housing Community.

WHEREAS, the City believes that the development of the Housing Community will be beneficial
to the City and its residents and desires to evidence its support for the Housing Community and to provide
a loan, grant, reduced fees or contribution of other value that equals $500.00 for such development.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF
WESLACO, TEXAS, that:

1. The findings contained in the preamble of this Resolution are determined to be true and
correct and are hereby adopted as a part of this Resolution.

2. The City, acting through its governing body, hereby confirms that it supports the proposed
development of the Housing Community on the Development Site and HTC Application #18208.

3. The City, acting through its governing body, hereby confirms that it will provide a loan,
grant, reduced fees or contribution of other value that equals $500.00 to the Housing Community.

4. This formal action has been taken to put on record the opinions expressed by the City on
the date set forth below.

5. The City, acting through its governing body, hereby authorizes, empowers, and directs the
Mayor to execute this Resolution on behalf of the City and to certify these resolutions to TDHCA.

DULY RESOLVED by the City Commission of the City of Weslaco, on this the 6th day of
February 2018.

CITY OF WESLACO

David Suarez, Mayor

APPROVED TO FORM:

Juan E. Gonzalez, City Attorney
February 28, 2018

Marni Holloway  
Director of Multifamily Finance  
Texas Department of Housing and Community Affairs  
221 E. 11th Street  
Austin, Texas 78701

Re: **Midway Villa – TDHCA No. 18208**

Dear Ms. Holloway,

The Hidalgo County Commissioners Court (the “County”) on February 6, 2018 formally approved a Resolution of Support for the above described 2018 9% tax credit application (the “Resolution”). **Pursuant to the Resolution, as a commitment of Development Funding by a Local Political Subdivision, the development will receive a commitment of funding in the form of a loan, grant, reduced fees or contribution of other value that equals $500.00.**

The funding is being provided pursuant to Section 11.9 (d)(2) of the 2018 Qualified Allocation Plan (QAP) and is conditioned upon the award of housing tax credits to the development. It is important to note the funds to be awarded were not previously provided to the County by the Applicant or a Related Party as outlined in the QAP.

Respectfully,

[Signature]

Valde Guerra  
Executive Officer
A RESOLUTION OF THE COMMISSIONERS COURT OF THE COUNTY OF HIDALGO, TEXAS SUPPORTING THE PROPOSED TGO MIDWAY VILLAS 18 LP; APPROVING AN APPLICATION FOR LOW INCOME HOUSING TAX CREDITS TO FINANCE SUCH PROJECT; PROVIDING AN IN KIND CONTRIBUTION FOR SUCH PROJECT AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, TGO Midway Villas 18 LP, and its affiliates (the "Applicant") brought to the Hidalgo County Commissioners Court as the Governing Body of Hidalgo County, Texas (the "County") a proposal to develop an affordable rental housing community named Midway Villas (the "Housing Community") to be located near the NEC of Mile 6 3/4 W. and W. Expwy. 83, Midway North CDP, Hidalgo County, Texas 78596 (the "Development Site").

WHEREAS, the Applicant has advised the County that it intends to submit an application to the Texas Department of Housing and Community Affairs ("TDHCA") for an allocation of 2018 Competitive 9% Housing Tax Credits ("HTC") for the construction and development of the Housing Community.

WHEREAS, the County believes that the development of the Housing Community will be beneficial to the County and its residents and desires to evidence its support for the Housing Community and to provide a loan, grant, reduced fees or contribution of other value that equals $500.00 for such development.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF THE COUNTY OF HIDALGO, TEXAS THAT:

SECTION ONE. The Commissioners Court of the County of Hidalgo hereby confirms its support for the development and construction of the Housing described above and that this formal action has been taken to put on record the opinion expressed by the City on this date.

SECTION TWO. The Commissioners Court of the County of Hidalgo hereby approves the Applicant's application for Tax Credits from the Texas Department of Housing and Community Affairs and supports an award of Tax Credits for the Housing pursuant to the Qualified Allocation Plan of the Texas Department of Housing and Community Affairs.

SECTION THREE. In accordance with 10 Texas Administrative Code §11.9(d)(2), the County hereby commits to an in-kind contribution to the Housing in the form of a loan, grant, reduced fee or contribution of other value for the benefit of the Housing in the amount of $500.00.

SECTION FOUR. This Resolution shall become effective immediately upon its passage.

PASSED AND APPROVED this 6th day of February 2018 at a Regular Meeting of the Commissioners Court of the County of Hidalgo, Texas.

[Signatures of County Commissioners and County Judge]

Attest: ARTURO GUANJARDO JR.
County Clerk
Pursuant to §11.9(b)(2) of the Qualified Allocation Plan, an Application may qualify to receive up to two (2) points provided the ownership structure meets one of the following requirements in parts 1 OR 2 below;

1. Application is attempting to score as a Qualified Nonprofit or certified HUB with ownership interest and material participation and meets the criteria below:
   - Yes If attempting to score as a Qualified Nonprofit, Application is applying under the Nonprofit Set-Aside
   - Yes If attempting to score as a certified HUB, evidence of the HUB’s existence from the Texas Comptroller of Accounts is provided behind this Tab
   - Yes The Qualified Nonprofit or certified HUB has some combination of ownership interest, cash flow from operations, and developer fee which taken together equal at least 50% and no less than 5% for any category.

   | Ownership Interest: 40.000% |
   | Cash flow from operations: 5.000% |
   | Developer Fee: 5.000% |
   | Total: 50.00% |

   - Yes The Qualified Nonprofit or certified HUB will materially participate in the Development and the operation of the Development throughout the Compliance Period. A detailed narrative describing how that material participation will be achieved is included.
   - Yes The Qualified Nonprofit or certified HUB has experience directly related to the housing industry. Mark all that apply and provide a detailed narrative describing experience in each category:
     - Property Management
     - Construction
     - Development
     - Financing
     - Compliance

   - Yes No Principals of the Qualified Nonprofit or HUB are related Parties to any other Principals of the Applicant or Developer.
   - Yes Evidence of experience in the housing industry and a statement regarding material participation are provided behind this tab.

   Points Claimed: 2

2. Application is attempting to score as a participating Nonprofit or certified HUB and meets the criteria below:
   - Yes A certified HUB will participate in Development Services or provide onsite tenant services, and evidence of the HUB’s existence from the Texas Comptroller of Accounts is provided behind this Tab.
   - Yes A Nonprofit will participate in Development Services or provide onsite tenant services, and evidence from a state or federal source of the organization’s nonprofit status is provided behind this Tab.

   - Yes No Principals of the HUB or Nonprofit are related Parties to any other Principal of the Applicant or Developer.
   - Yes Evidence of experience in the provision of Development Services or in the provision of on-site tenant services as well as a detailed narrative describing how the HUB or Nonprofit will provide such services must be included behind this tab.

   Points Claimed: 0

Total Points Claimed: 2
The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority, woman, and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company’s profile is listed in the State of Texas HUB Directory and may be viewed online at https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. Provided that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the HUB Program in writing of any changes affecting your company’s compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. Note: Any changes made to your company’s information may require the HUB Program to re-evaluate your company’s eligibility.

Please visit our website at http://comptroller.texas.gov/procurement/prog/hub/ and reference our publications (i.e. Grow Your Business pamphlet, HUB Brochure and Vendor Guide) providing additional information on state procurement resources that can increase your company’s chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

---

Texas Historically Underutilized Business (HUB) Certificate

The Texas Comptroller of Public Accounts (CPA), hereby certifies that DJWELCHEL CONSULTING 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 06-FEB-2018, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business’ application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Laura Cagle-Hinojosa, Statewide HUB Program Manager
Statewide Support Services Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company’s HUB certification prior to issuing a notice of award by accessing the Internet (https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.
STATEMENT OF MATERIAL PARTICIPATION

Background

TGO Midway Villas 18 LP, a to be formed Texas limited partnership (the "Partnership"), will own and operate a housing tax credit residential rental project located in Midway North CDP, in the ETJ of Weslaco, Texas, to be known as Midway Villas (the "Project"). TGO Midway Villas GP LLC, a to be formed Texas limited liability company ("General Partner") will serve as the general partner of the Partnership. Texas Grey Oaks, LLC, a Texas limited liability company and DJWelchel Consulting will serve as members of the General Partner and as Co-Developers (collectively, the "Developer"). The Developers will enter into a development agreement with the Partnership to provide development services for the Project. DJ Welchel ("HUB") is a historically underutilized business that will materially participate in the ownership, development and operation of the Project, and will receive allocations of ownership interests, cash flow, and developer fee for the Project.

The Partnership has applied for points (the "Sponsor Characteristics Points") under §11.9(b)(2) of the 2018 Qualified Allocation Plan from the Texas Department of Housing and Community Affairs (the "TDHCA"). This Material Participation Plan sets forth the role of the HUB in the development and operation of the Project, as well as the shares of ownership interests, developer fee, and cash flow to be allocated to the HUB.

Material Participation

During the Compliance Period (as defined in §42(i) of the Internal Revenue Code), the HUB shall materially participate in the development and operation of the Project. The HUB shall devote such time and effort as necessary to assist in the development of the Project and such time and effort as necessary to operate the Project. During the development of and throughout the Compliance Period for the Project, the HUB shall maintain its Certification with the Texas Comptroller of Public Accounts as a HUB.

1 Development of the Project. The HUB will engage in development activities that will include without limitation to the following during the development phase of the Project:

   (i) Assist the Developer regarding the design of the Project;

   (ii) Review the Project's plans and specifications; and

   (iii) Assist the Developer in obtaining all local approvals and permits necessary for the construction of the Project especially as it relates to the leasing and property management related approvals.

2 Construction of the Project. The HUB shall engage in construction activities during the construction phase of the Project that will include without limitation assisting the Owner and its General Contractor in the:
(i) review the submission of construction loan draw requests to the construction lender;

(ii) attend construction progress meetings with the contractor and/or subcontractors;

(iii) review any changes to the Project sources and uses;

(iv) review any changes to the Project completion schedule;

(v) participate in all design and construction activities; and

(vi) attend meetings with sources of financing, including the construction lender.

3. Operation of the Project. The HUB will materially participate in all aspects of operating the Project throughout the Compliance Period, including without limitation to the following services:

(i) determine the housing needs of low income families, and the manner in which the Project can be developed in a cost-effective manner to serve such needs;

(ii) coordinate with local service agencies, including housing authorities, welfare and social services departments, churches and other organizations operating for the purpose of assisting low-income families, and advise such agencies about the availability of the Project as desirable housing for low-income families, and promote and encourage such agencies to refer potential residents to the Project;

(iii) consider ways in which the availability of the Project as suitable housing for low income families may be made more widely known in the community;

(iv) obtain information from and consult with low income tenants in the Project as to services which might be provided to such tenants by the Partnership;

(v) obtain information from and consult with residents concerning social and educational services from the community which might be provided at the Project;

(vi) ensure that the Project is developed and operated as a low-income housing project in accordance with Section 42 of the Code and in compliance with TDHCA rules and regulations;

(vii) assist in supervising the management agent in the overall day-to-day management of the Project;

(viii) review the annual operating budget for the Project;

(ix) review any changes to the Project's marketing plan or management plan; and

(x) perform all of its duties as set forth in the partnership agreement with the
equity investor.

**Ownership, Cash Flow, and Developer Fee**

The share of ownership by the HUB will be 40% of the General Partner interest in the Partnership. The overall ownership interests in the Partnership will be 99.99% by the investor limited partner and 0.01% by General Partner.

The share of cash flow from operations to be allocated to the HUB will be no less than 5%.

The HUB's share of the developer fee will be no less than 5%.

In no event will the combination of ownership, cash flow from operations, and developer fee shares be less than 50%. In no event will the percentage share for each of these categories (ownership, cash flow, developer fee) be less than 5%.

**Concluding Statement**

The HUB will materially participate in the development and operation of the Project throughout the Compliance Period. The Partnership will allocate ownership interests in the General Partner, cash flow shares, and developer fee splits to the HUB that total at least 50%. The share for each of these categories will be at least 5%.
PROFESSIONAL EXPERIENCE

UAH PROPERTY MANAGEMENT, LP
Dallas, Texas
Senior Asset Manager

November 2012 to Present

Functions as the Owner Representative and provides general oversight to the management of each assigned property. Specifically, approving all expenditures that exceed the budgeted line items; directing the responsible Regional Managers to noted operational concerns at each property as well as ensuring that each assigned property operates within the Owner approved budget; coordinates with the Accounting Department the preparation and publication of the monthly financial reports; and drafts a monthly cover letter to each Owner explaining variances and reviewing property operations for the previous month. In addition, prepares the annual operating budgets for the Owner and acts as the “cash manager” for each assigned property as well as the primary contact for the property lender and, where applicable, the Equity Partner.

NATIONAL DEVELOPMENT COUNCIL
November 2011 to November 2012

NDC CORPORATE EQUITY FUND, L.P.
Austin, Texas
Director of Acquisitions

Responsible for identifying LIHTC projects in NDC client communities and investor CRA areas, evaluating yield and pricing for projects, determining developer experience and financial capacity, evaluating construction and operating risk, reviewing market studies and appraisals, negotiating terms and deal points with developers, presenting projects to the Fund’s investment committee and working with the Closing Manager and Counsel to close investments.

EDGEEWATER COMPANIES
2003 to November 2011

Austin, Texas
Director

Edgewater Affordable Housing Assessed the financial feasibility of potential acquisitions, identifying, securing and closing funding sources, and working with civic and public interests during the predevelopment and construction/rehabilitation of EAH communities. This required extensive work with Federal, State and local agencies, elected officials, lenders and investors, as well as community and neighborhood organizations to provide affordable housing and promote its many positive aspects.

Additionally responsible for the tax credit allocation process from application preparation prior to allocation to preparation of carryover, overseeing the draw process, monitoring credit delivery, preparing agency reports i.e. cost certification for receipt of 8609’s, and closing to the permanent loan after allocation. Also responsible for asset management duties consisting of monthly and annual budget review, insurance review, interfacing with onsite management and property management company on behalf of Ownership.

Edgewatergroup, LLC Worked with multifamily owners and developers to access the $5 billion in weatherization funds available nationwide for income eligible single family and multifamily properties through the American Recovery and Reinvestment Act of 2009.

Educate owners and onsite personnel about the weatherization program, as well as interfaced with sub-recipients (nonprofits and municipal grant providers) about multifamily properties and related issues. Oversaw and scheduled application intake personnel as well as track the auditing and construction process to ensure successful completion of each property. Facilitated the weatherizing of 3,558 units to date with another 4,700 in the pipeline in various stages of completion.
DEBORAH J. WELCHEL  
(continued)

AMERICAN HOUSING FOUNDATION  
Austin, Texas  
Director of Tax Credit Development  
2003

Responsible for all aspects of development and construction of affordable housing for a nonprofit housing developer, including but not limited to the following: feasibility analysis, budget preparation, pre-development and development activities for single-family, multifamily and land development projects; application preparation and closing and ongoing project funding by financial institutions, municipalities, state housing finance agencies and HUD; and management of state and municipal contracts for project loans.

THE SIEGEL GROUP  
Austin, Texas  
Senior Vice President  
1999 to 2003

Corporate officer for an affordable housing consulting company specializing in residential and commercial development and community redevelopment. Clients included real estate oriented non-profit and for-profit organizations including real estate developers, syndicators, banks, insurance companies, thrift institutions, state housing finance agencies, municipalities, counties and investment banking firms.

Responsibilities include training, preparation of materials, and oversight of personnel for the following services: risk evaluation, due diligence review, market study preparation, housing program administration and development, problem real estate workouts, loan and equity origination, organizational capacity building, municipal programs, HUD Mark to Market Program and conventional credit facility application preparation.

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS  
Austin, Texas  
Manager, Credit Underwriting  
1995 to 1999

Responsible for the administration of credit policies and underwriting standards, monitoring the credit quality, and determining the risk and viability of real estate related financial assistance programs which fund the construction or acquisition and/or rehabilitation of affordable housing and special-needs projects in Texas. Programs include Low Income Housing Tax Credits, Multifamily Private Activity Bonds, the Federal HOME program, Community Development Block Grants, and the state’s Housing Trust Fund.

Responsibilities include: preparing detailed underwriting analysis for operating proformas and development sources and uses, as well as the evaluation of appraisals, market studies, environmental assessments, and engineering reports. Complete feasibility and viability analysis of program applications to ensure the ability of project owners to operate a real estate project. Interface with program staff and applicants to structure and restructure projects as needed. Perform site visits to projects in the field and confer with project owners, contractors, residents, and program personnel on problems and situations that arise. Additional responsibilities included public presentations of project development training for organizations interested in applying for funding; Also participated in the development and recommendations of program guidelines, procedures, policies, rules, and regulations with regard to the Department’s mission.

EDUCATION

SAM HOUSTON STATE UNIVERSITY  
Huntsville, Texas  
Bachelor of Business Administration  
Class of 1980

NATIONAL DEVELOPMENT COUNCIL  
Economic Development Professional Certification

Housing Development Finance Professional Certification

TEXAS HOUSING ASSOCIATION  
Certified Housing Quality Standards Inspector

NATIONAL CENTER FOR HOUSING MANAGEMENT  
Certified Occupancy Specialist

OTHER ACTIVITIES

City of Lago Vista Building Committee
City of Lago Vista Master Plan Committee (Land Use Subcommittee)
The organization charts must include:

- The names and ownership percentages of all Persons having an ownership interest in the Development Owner, Developer, and/or Guarantor.
- Nonprofit entities, public housing authorities, publicly traded corporations, individual board members and executive directors must be included in Organization charts.
- Any and all trusts must list all beneficiaries that have the legal ability to control or direct activities of the trust and are not just financial beneficiaries.

In the case of:

(A) Partnerships - Principals include all general Partners and Special LPs (any LP that is not the Syndicator is a "Special LP");

(B) Corporations - Principals include the executive director and all members of the board (shown with "0%" ownership as applicable). For to-be formed instrumentalities of PHAs, where the executive director and board remain to be determined, include the PHA, itself, and its members;

(C) Limited liability companies - Principals include all the managing members and all other members.

Org. Chart Example:

If a revised chart is submitted, include date of submission!
Developer Organizational Chart
Midway Villas
TDHCA#: 18208
Midway North CDP, Hidalgo Co., TX

Co-Developers

Texas Grey Oaks, LLC
a Texas Limited Liability Company
95%

Deborah J. Welchel d/b/a DJWelchel Consulting
(Certified HUB)
5%

Steve Lollis
Sole Member
100%

Deborah J. Welchel
Sole Member
100%
# 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 or remaining sub-entity would be natural persons. Organizations that are Developers and/or Guarantors must also be listed on this form as must a organization (and natural person whose ownership interest in an applicable entity is direct instead of via membership in an organization) that will receive more than 10% of the developer fee. (Note - Entity Names, Principals, and ownership percentage should coincide with the Owner and Developer Organization Charts)

<table>
<thead>
<tr>
<th>Org. 1</th>
<th>Organization Legal Name: TGO Midway Villas GP LLC (tbf)</th>
<th>Role/Title</th>
<th>Applicant GP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address: 710 N. Post Oak Rd., Ste. 400</td>
<td>City: Houston</td>
<td>State: TX</td>
<td>Zip: 77024</td>
</tr>
<tr>
<td>Name(s) of Entities the Organization Owns or Controls:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Organization legally formed? No</td>
<td>Date formed: N/A</td>
<td>Legal Org is or will be: Limited Liability Company</td>
<td></td>
</tr>
<tr>
<td>Previous TDHCA Experience? Yes</td>
<td>Phone: 7138759456</td>
<td>Email: <a href="mailto:steve@texasgreyoaks.com">steve@texasgreyoaks.com</a></td>
<td></td>
</tr>
<tr>
<td>Organization is identified on Org. Chart: Yes</td>
<td>Ability to exercise Control over the Development? Yes</td>
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<td>List of Sub-Entities or Principals:</td>
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<th>Org. 2</th>
<th>Organization Legal Name: Texas Grey Oaks, LLC</th>
<th>Role/Title</th>
<th>GPMem/Dev/Guar</th>
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<td>State: TX</td>
<td>Zip: 77024</td>
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<tr>
<td>Name(s) of Entities the Organization Owns or Controls:</td>
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<tr>
<td>Organization legally formed? Yes</td>
<td>Date formed: 2/10/2009</td>
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<tr>
<td>Previous TDHCA Experience? Yes</td>
<td>Phone: 7138759456</td>
<td>Email: <a href="mailto:steve@texasgreyoaks.com">steve@texasgreyoaks.com</a></td>
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<tr>
<td>Organization is identified on Org. Chart: Yes</td>
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</tr>
<tr>
<td>1. Steve Lollis</td>
<td>2.</td>
<td>3.</td>
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<table>
<thead>
<tr>
<th>Org. 3</th>
<th>Organization Legal Name: DJWelchel Consulting</th>
<th>Role/Title</th>
<th>GPMem/Co-Dev</th>
</tr>
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<tr>
<td>Address: 21158 Patton Avenue</td>
<td>City: Lago Vista</td>
<td>State: TX</td>
<td>Zip: 78645</td>
</tr>
<tr>
<td>Name(s) of Entities the Organization Owns or Controls:</td>
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</tr>
<tr>
<td>Previous TDHCA Experience? No</td>
<td>Phone: 5126710000</td>
<td>Email: <a href="mailto:dwelchel@uahmgt.com">dwelchel@uahmgt.com</a></td>
<td></td>
</tr>
<tr>
<td>Organization is identified on Org. Chart: Yes</td>
<td>Ability to exercise Control over the Development? No</td>
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<tr>
<td>List of Sub-Entities or Principals:</td>
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</tr>
<tr>
<td>1. Deborah J. Welchel</td>
<td>2.</td>
<td>3.</td>
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</tr>
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<td>4.</td>
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<th>Role/Title</th>
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<tr>
<td>TGO Midway Villas 18 LP (tbf)</td>
<td>TGO Midway Villas GP LLC (tbf)</td>
<td>Applicant GP</td>
</tr>
<tr>
<td>710 N. Post Oak Rd., Ste. 400</td>
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<td>Applicant</td>
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<tr>
<td>Applicant</td>
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<td>Limited Liability Company</td>
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<tr>
<td>7138759456</td>
<td><a href="mailto:steve@texasgreyoaks.com">steve@texasgreyoaks.com</a></td>
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</tr>
<tr>
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<td>Limited Liability Company</td>
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<td>Yes</td>
<td>Yes</td>
<td>Limited Liability Company</td>
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<tr>
<td>Steve Lollis</td>
<td>Steve Lollis</td>
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<tr>
<td>21518 Patton Avenue</td>
<td>21518 Patton Avenue</td>
<td>DJWelchel Consulting</td>
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<tr>
<td>Deborah J. Welchel</td>
<td>Deborah J. Welchel</td>
<td>DBA</td>
</tr>
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<td>No</td>
<td>DBA</td>
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<td>No</td>
<td>DBA</td>
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</table>

Address:

City: 
State: 
Zip: 

Previous TDHCA Experience:

Organization legally formed:

Name(s) of Entities the Organization Owns or Controls:

TDHCA Experience:

List of Sub-Entities or Principals:

1. 
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TDHCA Experience:

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The Previous Participation Form is posted in a separate Excel Workbook that includes "Instructions" for copying it.
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: TGO Midway Villas 18 LP (tbf)-Applicant
Email Address: steve@texasgreyoaks.com
City & State of Home Addr: Houston, TX
Applicant Legal Name: TGO Midway Villas 18 LP (tbf)

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.

   ![Check] By selecting this box I certify that I have no prior experience with any TDHCA administered affordable rental program.

<table>
<thead>
<tr>
<th>TDHCA ID#</th>
<th>Property Name</th>
<th>Property City</th>
<th>Program</th>
<th>Control began (mm/yy)</th>
<th>Control End (mm/yy)</th>
</tr>
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<tbody>
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</tbody>
</table>

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

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<table>
<thead>
<tr>
<th>Community Affairs:</th>
<th>CEAP</th>
<th>DOE</th>
<th>HHSP</th>
<th>WAP</th>
</tr>
</thead>
<tbody>
<tr>
<td>CSBG</td>
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<tr>
<td>ESG</td>
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<tr>
<td>LIHEAP</td>
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<tr>
<td>HOME:</td>
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</table>
**Previous Participation Form**

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<table>
<thead>
<tr>
<th>Person/Role:</th>
<th>TGO Midway Villas GP, LLC (tbf)-GP of Applicant</th>
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<tbody>
<tr>
<td>Email Address:</td>
<td><a href="mailto:steve@texasgreyoaks.com">steve@texasgreyoaks.com</a></td>
</tr>
<tr>
<td>City &amp; State of Home Addr:</td>
<td>Houston, TX</td>
</tr>
<tr>
<td>Applicant Legal Name:</td>
<td>TGO Midway Villas 18 LP (tbf)</td>
</tr>
</tbody>
</table>

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.

   ![X] By selecting this box I certify that I have no prior experience with any TDHCA administered affordable rental program.

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<tr>
<th>TDHCA ID#</th>
<th>Property Name</th>
<th>Property City</th>
<th>Program</th>
<th>Control began (mm/yy)</th>
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</tbody>
</table>

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

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

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Person/Role: Texas Grey Oaks, LLC-GP Member/Co-Developer/Guarantor

Email Address: steve@texasgreyoaks.com

City & State of Home Addr: Houston, TX

Applicant Legal Name: TGO Midway Villas 18 LP (tbf)

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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<table>
<thead>
<tr>
<th>TDHCA ID#</th>
<th>Property Name</th>
<th>Property City</th>
<th>Program</th>
<th>Control began (mm/yy)</th>
<th>Control End (mm/yy)</th>
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<tbody>
<tr>
<td>5101</td>
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<td>HTC</td>
<td>Jul-05</td>
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<tr>
<td>5100</td>
<td>Tierra Blanco</td>
<td>Hereford</td>
<td>HTC</td>
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<td>9357</td>
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<td>HTC/Exchange</td>
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<td>12278</td>
<td>TGO Independence Village</td>
<td>Port Lavaca</td>
<td>HTC/Home</td>
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<td>Village of Penitas</td>
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<td>HTC</td>
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<td>14177</td>
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<td>Alton</td>
<td>HTC</td>
<td>Jul-14</td>
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</tbody>
</table>

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

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<tr>
<td>Other:</td>
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<td>NSP</td>
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</tbody>
</table>
Previous Participation Form

Form must be completed separately for each entity (i.e., person, organization, etc.) that has or will have a controlling interest or oversight in the contract, award, agreement, or ownership transfer being considered. This form should also be completed for each board member, individual with signature authority, executive director, or elected official that represents the person/entity (as applicable).

Person/Role:  
Steve Lollis-Member-GP/Member/Co-Developer/Guarantor

Email Address:  
steve@texasgreyoaks.com

City & State of Home Addr:  
Houston, TX

Applicant Legal Name:  
TGO Midway Villas 18 LP (tbf)

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, RHD), and BOND) that you have controlled at any time.

[ ] By selecting this box I certify that I have no prior experience with any TDHCA administered affordable rental program.

<table>
<thead>
<tr>
<th>TDHCA ID#</th>
<th>Property Name</th>
<th>Property City</th>
<th>Program</th>
<th>Control began (mm/yy)</th>
<th>Control End (mm/yy)</th>
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<tr>
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<td>14177</td>
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2. Identify all Community Affairs and Single Family department programs that you have participated in within the last three (3) years by placing an "x" next to the program name.

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

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Person/Role: DJWelchel Consulting-Member-Applicant GP/Co-Developer
Email Address: dwelchel@uahmgt.com
City & State of Home Addr: Lago Vista, TX
Applicant Legal Name: TGO Midway Villas 18 LP (tbf)

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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Email Address: dwelchel@uahmgt.com
City & State of Home Addr: Lago Vista, TX
Applicant Legal Name: TGO Midway Villas 18 LP (tbf)
**Previous Participation Form**

Form must be completed separately for each entity (i.e. person, organization, etc.) that has or will have a controlling interest or oversight in the contract, award, agreement, or ownership transfer being considered. This form should also be completed for each board member, individual with signature authority, executive director, or elected official that represents the person/entity (as applicable).

<table>
<thead>
<tr>
<th>Person/Role:</th>
<th>Deborah Welchel-Member-ApplicantGP/Co-Developer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Email Address:</td>
<td><a href="mailto:dwelchel@uahmgt.com">dwelchel@uahmgt.com</a></td>
</tr>
<tr>
<td>City &amp; State of Home Addr:</td>
<td>Lago Vista, Texas</td>
</tr>
<tr>
<td>Applicant Legal Name:</td>
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**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? Yes [ ] No [ ]

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? Yes [ ] No [ ]

   If "Yes", will this nonprofit organization Control the Applicant? Yes [ ] No [ ]

   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? Yes [ ] No [ ]

   If "Yes," explain: ____________________________
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</table>
Applications involving a Qualified Nonprofit Organization pursuant to Texas Government Code, §2306.6706 that have 501(c)(3) or 501(c)(4) designation at the time of Application and competitive 9% HTC Applications electing to compete 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)
# 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>Steve Lollis</td>
<td>(713) 875-9456</td>
<td>27-1648808</td>
</tr>
<tr>
<td><a href="mailto:steve@texasgreyoaks.com">steve@texasgreyoaks.com</a></td>
<td>95%ofFee</td>
<td></td>
</tr>
<tr>
<td>Email</td>
<td>Proposed Fee</td>
<td></td>
</tr>
<tr>
<td>Certified Texas HUB?</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
<td>Yes</td>
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## Housing General Contractor:

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<th>Contact Name</th>
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<tbody>
<tr>
<td>Steve Lollis</td>
<td>(713) 875-9456</td>
<td>81-4201702</td>
</tr>
<tr>
<td><a href="mailto:steve@texasgreyoaks.com">steve@texasgreyoaks.com</a></td>
<td>TBD</td>
<td></td>
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<tr>
<td>Email</td>
<td>Proposed Fee</td>
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<tr>
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## Infrastructure General Contractor:

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## Cost Estimator:

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## Architect:

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<tr>
<th>Contact Name</th>
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<tbody>
<tr>
<td>Mark Mucasey</td>
<td>(713) 521-1233</td>
<td>76-0302846</td>
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<tr>
<td><a href="mailto:markm@mucaseyarchitects.com">markm@mucaseyarchitects.com</a></td>
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### Engineer:

<table>
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### Civil Engineer:

<table>
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<tr>
<th>Company</th>
<th>Name</th>
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<tbody>
<tr>
<td>Melden &amp; Hunt, Inc.</td>
<td>Mario Reyna</td>
<td>(956) 381-0981</td>
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<table>
<thead>
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<tbody>
<tr>
<td><a href="mailto:mario@meldenandhunt.com">mario@meldenandhunt.com</a></td>
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### Market Analyst:

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<tr>
<th>Company</th>
<th>Name</th>
<th>Phone</th>
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<tbody>
<tr>
<td>Affordable Housing Analysts</td>
<td>Bob Coe</td>
<td>(281) 387-7552</td>
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</table>

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<tr>
<td><a href="mailto:roberto.co@gmail.com">roberto.co@gmail.com</a></td>
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</tr>
</tbody>
</table>

### Appraiser:

<table>
<thead>
<tr>
<th>Contact Name</th>
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</tr>
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<tbody>
<tr>
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</tr>
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<table>
<thead>
<tr>
<th>Email</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
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<table>
<thead>
<tr>
<th>Certified Texas HUB?</th>
<th>This is a direct or indirect, financial, or other interest with Applicant or other team members*</th>
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<tbody>
<tr>
<td>No</td>
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</tr>
</tbody>
</table>

### Attorney:

<table>
<thead>
<tr>
<th>Company</th>
<th>Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Coats Rose</td>
<td>Barry Palmer</td>
<td>(713) 653-7395</td>
</tr>
</tbody>
</table>

<table>
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<tbody>
<tr>
<td><a href="mailto:bpalmer@coatsrose.com">bpalmer@coatsrose.com</a></td>
<td>TBD</td>
<td>76-0294490</td>
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### Accountant:

<table>
<thead>
<tr>
<th>Company</th>
<th>Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Novogradac &amp; Company</td>
<td>George Littlejohn</td>
<td>(512) 340-0420</td>
</tr>
</tbody>
</table>

<table>
<thead>
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</tr>
</thead>
<tbody>
<tr>
<td><a href="mailto:george.littlejohn@novoco.com">george.littlejohn@novoco.com</a></td>
<td>TBD</td>
<td>94-3108253</td>
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<table>
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<td>No</td>
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### Property Manager:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>UAH Property Management, LP</td>
<td>(214) 265-7227</td>
</tr>
<tr>
<td>Michael Clark</td>
<td>TBD</td>
</tr>
<tr>
<td><a href="mailto:mclark@uahmgmt.com">mclark@uahmgmt.com</a></td>
<td>26-0052388</td>
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Certified Texas HUB? No

This is a direct or indirect, financial, or other interest with Applicant or other team members* No

### Originator of Underwriter:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>J P Morgan Chase Bank</td>
<td>(512) 346-4708</td>
</tr>
<tr>
<td>David Saling</td>
<td>TBD</td>
</tr>
<tr>
<td><a href="mailto:david.h.saling@chase.com">david.h.saling@chase.com</a></td>
<td>13-4994650</td>
</tr>
</tbody>
</table>

Certified Texas HUB? No

This is a direct or indirect, financial, or other interest with Applicant or other team members* No

### Bond Issuer:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
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</table>

Certified Texas HUB? No

This is a direct or indirect, financial, or other interest with Applicant or other team members* No

### Syndicator:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>RBC Capital</td>
<td>(216) 875-6043</td>
</tr>
<tr>
<td>Dan Kierce</td>
<td>TBD</td>
</tr>
<tr>
<td><a href="mailto:daniel.kierce@rbc.com">daniel.kierce@rbc.com</a></td>
<td>31-1549450</td>
</tr>
</tbody>
</table>

Certified Texas HUB? No

This is a direct or indirect, financial, or other interest with Applicant or other team members* No

### Supportive Services Provider:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
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</thead>
<tbody>
<tr>
<td>TBD</td>
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Certified Texas HUB? No

This is a direct or indirect, financial, or other interest with Applicant or other team members* No
<table>
<thead>
<tr>
<th>Title Company</th>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chicago Title Insurance Company</td>
<td>Janet Karr</td>
<td>(713) 653-6105</td>
</tr>
<tr>
<td>Marque Real Estate Consultants</td>
<td>Donna Rickenbacker</td>
<td>(713) 560-0068</td>
</tr>
<tr>
<td>Phase Engineering</td>
<td>Tracy Watson</td>
<td>(210) 997-4056</td>
</tr>
<tr>
<td>N/A</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DJWelchel Consulting</td>
<td>Deborah J. Welchel</td>
<td>(512) 671-0000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Email</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><a href="mailto:janet.karr@ctt.com">janet.karr@ctt.com</a></td>
<td></td>
<td>TBD</td>
</tr>
<tr>
<td><a href="mailto:donna@marqueconsultants.com">donna@marqueconsultants.com</a></td>
<td></td>
<td>TBD</td>
</tr>
<tr>
<td><a href="mailto:tracy@phaseengineering.com">tracy@phaseengineering.com</a></td>
<td></td>
<td>TBD</td>
</tr>
<tr>
<td><a href="mailto:dwelchel@uahmgt.com">dwelchel@uahmgt.com</a></td>
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<td>75-2502360</td>
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<tr>
<td>5% of Fee</td>
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<tr>
<td>20-0757348</td>
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</table>
The form for the certification will be posted to the Department's website at http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm.

NOTE: The certification requires a separate statement be submitted that describes how the accessibility requirements for the physically accessible/hearing and visual impaired Units will be met, along with related parking requirements.
Be sure this statement is attached to this certification.
Architect Certification

I (We) certify that the Development will be designed and built to meet the accessibility requirements of the Federal Fair Housing Act as implemented by HUD at 24 C.F.R. Part 100 and the Fair Housing Act Design Manual, Titles II and III of the Americans with Disabilities Act (42 U.S.C. Sections 12131-12189) as implemented by the Department of Justice regulations at 28 C.F.R. Parts 35 and 36, and the Department’s Accessibility rules in 10 TAC Chapter 1, Subchapter B, in effect at the time of certification.

I (we) certify that all materials submitted to the Department by the Architect or Applicant constitute records of the Department subject to Chapter 552, Tex. Gov’t Code, and the Texas Public Information Act.

I (We) certify that in accordance with Section 504 of the Rehabilitation Act of 1973 and implemented at 24 C.F.R. Part 8, if the Development includes the New Construction or substantial rehabilitation of multifamily units (4 or more units per building), at least five percent (5%) of all dwelling units will be designed and built to be accessible for persons with mobility impairments. A unit that is on an accessible route and is adaptable and otherwise compliant with the 2010 ADA Standards with the exceptions listed in “Nondiscrimination on the Basis of Disability in Federally Assisted Programs and Activities” (Federal Register 79 FR 29671) meets this requirement. In addition, at least two percent (2%) of all dwelling units will be designed and built to be accessible for persons with hearing or vision impairments.

I (We) have attached a statement describing how the requirements Section 504 of the Rehabilitation Act of 1973 and implemented at 24 C.F.R. Part 8 will be met as described in 10 TAC Chapter 1, Subchapter B. At a minimum, the statement will include (1) The total number of Units (2) Number and description of Unit types, the number of Units of each Type, (3) Number of Units of each Type that will meet the accessibility requirements, and (4) a description of how the accessibility requirements relating to Unit distribution will be met.

I (We) certify that if the Development includes the New Construction or Rehabilitation of single family units (1 to 3 units per building), every unit will be designed and built to meet the accessibility requirements of Tex. Gov’t Code §2306.514, as it may be amended from time to time.

I (We) have attached a statement describing how, regardless of building type, all Units accessed by the ground floor or by elevator (“affected units”) meet the requirements at 10 TAC §10.101(b)(8)(B).

I(We) certify that all accessible Units under 10 TAC Chapter 1, Subchapter B, and all affected Units meeting the requirements under 10 TAC 10.101(b)(8)(B) will be dispersed throughout the Development.
2018 Architect Certification

If the Applicant is applying for HOME funds and the Development consists of New Construction, I (We) further certify that the Development meets the Construction Site Standards in 24 C.F.R §983.57(e)(1).

This certification meets the requirement that the Applicant provide a certification from the Development engineer or an accredited architect. A similar certification will also be required after the Development is completed from an inspector, architect, or accessibility specialist.

By: [Signature]

February 20, 2018
Date

Mark Mucasey
Printed Name

09420
License Number and State

Mucasey & Associates, Architects
Firm Name (If applicable)
Evidence of Experience Must be Provided Behind this Tab

Pursuant to §10.204(6) of the Uniform Multifamily Rules, a Principal of the Developer, Development Owner, or General Partner must establish that they have experience in the development of 150 units or more.

Evidence of experience behind this tab includes:

- An Experience certificate issued by the Department under the 2014-2018 Uniform Multifamily Rules.
- An Application for experience and supporting documentation in accordance with §10.204(6)(A)(i) through (ix)
- Evidence from the Department that the application for experience was received and is being processed by the Department.

Alternatively, pursuant to §13.5(d)(1) of the Multifamily Direct Loan Rule, Applicants requesting MFDL as the only source of Department funds may meet the Experience Requirement by providing evidence of the successful development and operation for at least 5 years of at least twice as many affordability restricted units as requested in the Application.

DUNS Number and System for Award Management (SAM.gov) registration (Direct Loan Applications Only)

The Office of Management and Budget (OMB) requires grant applicants to provide a Dunn and Bradstreet (D&B) Data Universal Numbering System (DUNS) number when applying for Federal grants, including Direct Loan funds, on or after October 1, 2003. The DUNS number will supplement other identifiers required by statute or regulation, such as tax identification numbers. To apply for a DUNS number applicants can go to the Dunn & Bradstreet website:

http://fedgov.dnb.com/webform

Once applicants have obtained a DUNS number, they must register with the SAM database:

https://sam.gov/portal/public/SAM

Applicants may provide this information with the Application or upon award.

Evidence of SAM.gov registration for the applicant entity is attached behind this tab.

Davis Bacon Labor Standards (Section 811 PRA Program and Direct Loan Applications)

24 CFR §92.354, Davis-Bacon Act (40 U.S.C. §276(a)-276(a)(5), the Davis-Bacon Related Acts, the Contract Work Hours and Safety Standards Act, and the Copeland (Anti-Kickback) Act (40 U.S.C. §276(c)) apply to developments being assisted with Direct Loan funds if (Select all that apply):

- Twelve (12) or more Direct Loan or Section 811 PRA-assisted units will be rehabilitated or constructed under one construction contract.
  The Section 811 PRA units and Direct Loan Units are not cumulative. For example, if a proposed development has ten Section 811 PRA units and ten Direct Loan-assisted units, Davis Bacon would not be triggered.

- Community Development Block Grant (CDBG) funds are being used to support the Development, which requires a lower number of units (8) be used as a threshold.

Applicants electing to participate in the Section 811 PRA Program either by committing an Existing Development to the Section 811 PRA Program or by committing a Proposed Development in this Application are encouraged to review §PRA.213 Davis Bacon Labor Standards in the Section 811 Program Guidelines, found on the TDHCA webpage at

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

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 14, 2014

Mr. Steve Lollis
907 Moorberry
Houston, Texas 77080

RE: REQUEST FOR EXPERIENCE CERTIFICATE UNDER 2014 UNIFORM MULTIFAMILY RULES

Dear Mr. Lollis:

We have reviewed your request for an experience certificate, which is provided to individuals that meet the requirements of §10.204(6) of the Uniform Multifamily Rules. In order to meet the experience requirements an individual must establish that they have experience in the development and placement in service of at least 150 residential units. We find that the documentation you have provided is sufficient to establish this required experience. Additionally, you have certified to compliance with the requirements of §10.204(6)(B), including the following requirements:

(ii) Experience may not be established for a Person who at any time within the preceding three years has been involved with affordable housing in another state, in which the Person or Affiliate has been the subject of issued IRS Form 8823 citing non-compliance that has not been or is not being corrected with reasonable due diligence....

(iv) Notwithstanding the foregoing, no person may be used to establish such required experience if that Person or an Affiliate of that Person would not be eligible to be an Applicant themselves.

Should you choose to participate as a member of the Development Team or an individual providing experience for any Application submitted for funding, a Previous Participation Review (10 TAC §1.5) may be conducted prior to any award of funds. Additionally, should it be determined at any point in time that the information provided in your request for experience is fraudulent, knowingly falsified, intentionally or negligibly materially misrepresented, or omits relevant information, this certificate of experience is null and void and you may be subject to other sanctions under the Texas Department of Housing and Community Affairs’ rules and requirements.
If you have any questions or concerns regarding this certificate or the experience requirements, please contact Jean Latsha at jean.latsha@tdhca.state.tx.us.

Sincerely,

[Signature]

Cameron P. Dorsey
Director of Multifamily Finance
Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of Competitive Housing Tax Credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor (unless the Guarantor is also the General Contractor, and is not a Principal of the Applicant, Developer, or Affiliate of the Development Owner). All Applications must be identified herein to ensure that the Department is advised of all Applications, Applicants, Affiliates, Developers, General Partners or Guarantors involved to avoid any statutory violation of Texas Government Code, §2306.6711(b).

Instructions:
Complete Part I of this form. For each person or entity in Part I that answers "Yes" to Part I b., a Part II form must be submitted (i.e. if 4 persons/entities answer "Yes" to Part I b., then 4 separate Part II forms must be provided).

### 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. TGO Midway Villas 18 LP (tbf)</td>
</tr>
<tr>
<td>2. TGO Midway Villas GP, LLC (tbf)</td>
</tr>
<tr>
<td>3. Texas Grey Oaks, LLC</td>
</tr>
<tr>
<td>4. DJWelchel Consulting</td>
</tr>
<tr>
<td>5. Steve Lollis</td>
</tr>
<tr>
<td>6. Deborah Welchel</td>
</tr>
<tr>
<td>7.</td>
</tr>
<tr>
<td>8.</td>
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<td>28.</td>
</tr>
<tr>
<td>29.</td>
</tr>
<tr>
<td>30.</td>
</tr>
</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 I b. above.

By: [Signature of Applicant]  
February 24, 2018  
Authorized Representative
## 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: [Texas Grey Oaks, LLC]

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  
- [X] a Developer for the Applicant for this specific Application  
- [ ] 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>TDHCA 18196-North Alamo Heights</td>
<td>11</td>
<td>North Alamo CDP</td>
<td>60.00%</td>
<td>95.00%</td>
</tr>
<tr>
<td>TDHCA 18206-Ridge Villas</td>
<td>'11</td>
<td>San Juan</td>
<td>60.00%</td>
<td>95.00%</td>
</tr>
<tr>
<td>TDHCA 18208-Midway Villas</td>
<td>11</td>
<td>Midway North CDP</td>
<td>60.00%</td>
<td>95.00%</td>
</tr>
</tbody>
</table>

I acknowledge that [Steve Lollis, as Authorized Representative] 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, Affliate or Guarantor, to receive credits in excess of $3 million, I will notify the Department in writing within three business days of the recommendation or issuance of the Commitment.

I acknowledge that if the Department determines that an Applicant, Developer, Affiliate or Guarantor, has received (in the aggregate) allocations in the current Application Round from the Department exceeding $3 million, the Department must refuse to issue one or more Commitments or Carryover Allocations, or must terminate one or more Commitments or Carryover Allocations.

Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: [Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)]

[Printed Name]

[Date] 2/18/18
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: [Name]

Which is: [ ] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
[ ] a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
[ ] a Developer for the Applicant for this specific Application
[ ] an Affiliate to the Applicant
[ ] a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

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<td>95.00%</td>
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</table>

I acknowledge that [Signature] 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)

Printed Name: [Signature]  
Date: [Signature]
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: DJWelchel Consulting

Which is:

☑ a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
☑ a Developer for the Applicant for this specific Application
☑ an Affiliate to the Applicant
☐ a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

<table>
<thead>
<tr>
<th>Development Name</th>
<th>Region</th>
<th>City</th>
<th>% Ownership</th>
<th>% of Dev. Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>TDHCA 18162-Guadalupe Villas</td>
<td>1</td>
<td>Lubbock</td>
<td>40.00%</td>
<td>5.00%</td>
</tr>
<tr>
<td>TDHCA 18208-Midway Villas</td>
<td>11</td>
<td>Midway North CDP/Weslaco ETJ</td>
<td>40.00%</td>
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I acknowledge that Steve Lollis, Authorized Representative is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: [Signature] DJWelchel Consulting

Date: 2/26/18
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: Deborah Welchel

Which is:

☐ the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)

☐ a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant

☒ a Developer for the Applicant for this specific Application

☒ an Affiliate to the Applicant

☐ a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

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I acknowledge that Steve Lollis, as Authorized Representative is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

I hereby certify that the foregoing is a complete list of Developments with respect to which I am seeking a current allocation of tax credit authority from the Department. I certify that, if the Department makes a recommendation to the Board or issues a commitment which may cause Applications for which I am the Applicant, the Developer, Affiliate or Guarantor, to receive credits in excess of $3 million, I will notify the Department in writing within three business days of the recommendation or issuance of the Commitment.

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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: Deborah Welchel

Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)

Deborah Welchel

Printed Name

2/26/18

Date
### Community Input Scoring Items

**TDHCA#:** 18208

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.

   | A. Women Together (Mujeres Unidas) | Support | Opposition |
   | Name of Community Organization | Estella De Anda, Executive Director | X Support | Opposition |
   | Contact Name | | |

   | B. Valley Initiative for Development and Advancement (VIDA) | Support | Opposition |
   | Name of Community Organization | Priscilla Dinna Alvarez | X Support | Opposition |
   | Contact Name | | |

   | C. Buckner | Support | Opposition |
   | Name of Community Organization | Monica Salinas | X Support | Opposition |
   | Contact Name | | |

   | D. Amigo Del Valle | Support | Opposition |
   | Name of Community Organization | Alejandro Guerra | X Support | Opposition |
   | Contact Name | | |

   | E. | Support | Opposition |
   | Name of Community Organization | Contact Name | |

   | F. | Support | Opposition |
   | Name of Community Organization | Contact Name | |
RESOLUTION NO. 2018-21

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF WESLACO
EXPRESSING SUPPORT FOR THE APPLICATION OF TGO MIDWAY VILLAS 18 LP TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS FOR 2018 COMPETITIVE NINE-PERCENT HOUSING TAX CREDITS TO DEVELOP AFFORDABLE RENTAL HOUSING AND OTHER MATTERS IN CONNECTION THERewith

WHEREAS, TGO Midway Villas 18 LP, and its affiliates (the “Applicant”) brought to the City of Weslaco (the “City”) a proposal to develop an affordable rental housing community named Midway Villas (the “Housing Community”) to be located near the NEC of Mile 6 ½ W. and W. Exp. 83, Midway North CDP, Hidalgo County, Texas 78596 (the “Development Site”).

WHEREAS, the Applicant has advised the City that it intends to submit an application to the Texas Department of Housing and Community Affairs (“TDHCA”) for an allocation of 2018 Competitive 9% Housing Tax Credits (“HTC”) for the construction and development of the Housing Community.

WHEREAS, the City believes that the development of the Housing Community will be beneficial to the City and its residents and desires to evidence its support for the Housing Community and to provide a loan, grant, reduced fees or contribution of other value that equals $500.00 for such development.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS, that:

1. The findings contained in the preamble of this Resolution are determined to be true and correct and are hereby adopted as a part of this Resolution.

2. The City, acting through its governing body, hereby confirms that it supports the proposed development of the Housing Community on the Development Site and HTC Application #18208.

3. The City, acting through its governing body, hereby confirms that it will provide a loan, grant, reduced fees or contribution of other value that equals $500.00 to the Housing Community.

4. This formal action has been taken to put on record the opinions expressed by the City on the date set forth below.

5. The City, acting through its governing body, hereby authorizes, empowers, and directs the Mayor to execute this Resolution on behalf of the City and to certify these resolutions to TDHCA.

DULY RESOLVED by the City Commission of the City of Weslaco, on this the 6th day of February 2018.

CITY OF WESLACO

David Suarez, Mayor

APPROVED TO FORM:

Juan E. Gonzalez, City Attorney

Elizabeth M. Walker, City Secretary
A RESOLUTION OF THE COMMISSIONERS COURT OF THE COUNTY OF HIDALGO, TEXAS SUPPORTING THE PROPOSED TGO MIDWAY VILLAS 18 LP; APPROVING AN APPLICATION FOR LOW INCOME HOUSING TAX CREDITS TO FINANCE SUCH PROJECT; PROVIDING AN IN KIND CONTRIBUTION FOR SUCH PROJECT AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, TGO Midway Villas 18 LP, and its affiliates (the "Applicant") brought to the Hidalgo County Commissioners Court as the Governing Body of Hidalgo County, Texas (the "County") a proposal to develop an affordable rental housing community named Midway Villas (the "Housing Community") to be located near the NEC of Mile 6 1/2 W. and W. Expwy. 83, Midway North CDP, Hidalgo County, Texas 78596 (the "Development Site").

WHEREAS, the Applicant has advised the County that it intends to submit an application to the Texas Department of Housing and Community Affairs ("TDHCA") for an allocation of 2018 Competitive 9% Housing Tax Credits ("HTC") for the construction and development of the Housing Community.

WHEREAS, the County believes that the development of the Housing Community will be beneficial to the County and its residents and desires to evidence its support for the Housing Community and to provide a loan, grant, reduced fees or contribution of other value that equals $500.00 for such development.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF THE COUNTY OF HIDALGO, TEXAS THAT:

SECTION ONE. The Commissioners Court of the County of Hidalgo hereby confirms its support for the development and construction of the Housing described above and that this formal action has been taken to put on record the opinion expressed by the City on this date.

SECTION TWO. The Commissioners Court of the County of Hidalgo hereby approves the Applicant's application for Tax Credits from the Texas Department of Housing and Community Affairs and supports an award of Tax Credits for the Housing pursuant to the Qualified Allocation Plan of the Texas Department of Housing and Community Affairs.

SECTION THREE. In accordance with 10 Texas Administrative Code §11.9(d)(2), the County hereby commits to an in-kind contribution to the Housing in the form of a loan, grant, reduced fee or contribution of other value for the benefit of the Housing in the amount of $500.00.

SECTION FOUR. This Resolution shall become effective immediately upon its passage.

PASSED AND APPROVED this 6th day of February 2018 at a Regular Meeting of the Commissioners Court of the County of Hidalgo, Texas.

RAMON GARCIA
County Judge

EDUARDO "EDDIE" CANTU
County Commissioner, Pct. 2

JOSEPH PALACIOS
County Commissioner, Pct. 4

Attest: ARTURO GUIAARDO JR.
County Clerk
February 6, 2018

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

Re: Letter of Support for Midway Villas, TDHCA Application No. 18208

Dear Mr. Irvine,

I am writing to show my support for Midway Villas, a proposed affordable rental housing community for seniors to be located near the NEC of Mile 6 ½ W. and W. Expy. 83, Midway North CDP, in the ETJ of Weslaco, Hidalgo County, TX 78596 that will be sponsored by TGO Midway Villas 18 LP.

My district includes the area where the development site is located and I believe this area will benefit from the availability of quality affordable rental housing like Midway Villas. I therefore support the development of Midway Villas at its proposed location and TDHCA Application No. 18208.

Sincerely,

Armando "Mando" Martinez
State Representative, District 39

cc: Steve Lollis – steve@texasgreyoaks.com
Texas Grey Oaks, LLC
February 20, 2018

Texas Department of Housing and Community Affairs
221 E. 11th Street
Austin, TX 78701
Attn: Tim Irvine
Executive Director

Re: TDHCA Application No. 18208; Midway Villas

Dear Mr. Irvine:

I am writing to express our support for the development of Midway Villas, an affordable rental housing community for seniors at its proposed location on land near the NEC of Mile 6 ½ and W. Expy. 83, Midway North CDP, in the ETJ of Weslaco, Hidalgo County, Texas 78596.

Women Together (Mujeres Unidas) is a tax exempt organization whose primary purpose is to provide shelter and programs for women, men and children who are victims of domestic violence and sexual assault. Some of our services include providing emergency shelter to women and their children and counseling and support services to sexual assault victims. We are in our 34th year of operation. Our service area covers Hidalgo and Starr Counties and we have Satellite Centers in McAllen and Weslaco, TX. Services are provided free at no charge to our clients.

Women Together (Mujeres Unidas) supports TGO Midway Villas 18, LP, the sponsor of Midway Villas, in its efforts to provide quality affordable rental housing to residents of Hidalgo County, Texas that will include housing for the most vulnerable seniors of the Rio Grande Valley.

Attached is a listing of the services that we provide.

Sincerely,

Women Together (Mujeres Unidas)

By: [Signature]
Estella De Anda, LSW; Executive Director

cc: Steve Lollis – steve@texasgreyoaks.com
Texas Grey Oaks
Women Together
Support services for victims of Domestic Violence and Sexual Assault

Get to Know Us

Our History
Our services have been providing support and advocacy to women and children affected by domestic violence since 1973. We have been instrumental in creating a network of support for those affected.

Our Services
Our services include: shelter, legal advice, counseling, and advocacy. We also provide support groups for survivors and their children.

Our Volunteer Program
We rely on the dedication of our volunteers to support our mission. Volunteers can contribute in various ways, including providing transportation, answering calls, and assisting with fundraising.

Services are Free and Confidential
Get in touch today.

Women Together
Support services for victims of Domestic Violence and Sexual Assault
Our Mission
The mission of the organization is to provide shelter and support services to victims of domestic violence and survivors of sexual assault and their families. It provides education, awareness, and prevention programs to the communities we serve.

Our Vision
To end violence so that individuals may live without fear, abuse, or oppression.

Our History
Women Together: Big Bend Victims is a non-profit agency founded in 1978 to provide shelter and support services to battered women and their children through funding provided by Texas legislation HB 1075. Since 1978, the agency has incorporated legal intervention and support services for victims of domestic violence and sexual assault.

In 1989, the agency developed a program to provide group counseling for abusive males.

Our Philosophy
The mission of Women Together is based on the belief of dignity and uniqueness of every person.

We believe in self-determination for all women and the right of all persons to live in freedom from abuse, discrimination, or oppression.

We believe that services should be available to battered or sexually abused individuals regardless of age, race, gender, national origin, age, physical disability, religion, or sexual orientation.

Finally, we believe that all people must be held legally and morally accountable for their actions.

The agency is governed by an 11-member board of directors from diverse agencies who are representatives of the community.
Women Together Foundation

Who We Are
Women Together / Mujeres Unidas is a non-profit community service organization whose mission is to provide shelter and support services to victims of domestic violence and sexual assault.

What We Do
Women Together / Mujeres Unidas provides the following services to victims of domestic violence and sexual assault:
- emergency shelter
- crisis intervention
- legal advocacy
- peer counseling
- support groups
- basic living needs
- transitional housing

Prevention Education and general community presentations are also available upon request.

Brought to you by
Engagement Zone at UTRGV
About

Address 511 N Cynthia St
McAllen, Texas 78501
Phone (956) 630-4878
Website http://mujeresunidas.org

Status Today 9:00 AM - 5:00 PM
Hours Mon - Thu: 9:00 am - 5:00 pm
Fri: 8:00 am - 4:00 pm

Photos

Reviews

Tell people what you think

Alma N Mari Vera — Great resources for anyone who needs help getting away from a batterer.
Like · Comment · about 3 years ago · 253 Reviews

Glory Marin El poder de ser mujer, somos guerreras, fuertes, hermosas, valientes, sabias, amorosas, divertidas, pero sobre todo queremos ser libres...
https://www.youtube.com/watch?v=UIGSy89PKC0

Frases Celebres de Mujeres

Like · Reply · Write a comment...

Maria Torres — I THINK THAT THIS ORGANATION IS THE BEST, TOOL. WE NEED TO START BUILDING. OUR LIFE'S BACK TOGETHER. AFTER THEY HAVE BEEN TORN APART, I SINCERELY RECOMMEND MUJERES UNIDAS! AND THANK THEM FOR CHANGING MY LIFE FROM FEELING WORTHLESS, INHELPLESS TO A STRONG, EMPOWERED WOMAN. THANK YOU!

Like · Comment · about 2 weeks ago · 3 Reviews

Sofia Serranillos
Empowering RGV Women

Thank you for coming today! — with Lyna Campos and 2 others at Mujeres Unidas/Women Together.
### WOMEN TOGETHER (FOUNDATION), INC.

<table>
<thead>
<tr>
<th><strong>Texas Taxpayer Number</strong></th>
<th>17420075362</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Mailing Address</strong></td>
<td>511 N CYNTHIA ST MCALLEN, TX 78501-8712</td>
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<tr>
<td>‡ <strong>Right to Transact Business in Texas</strong></td>
<td>ACTIVE</td>
</tr>
<tr>
<td><strong>State of Formation</strong></td>
<td>TX</td>
</tr>
<tr>
<td><strong>Effective SOS Registration Date</strong></td>
<td>01/03/1978</td>
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<tr>
<td><strong>Texas SOS File Number</strong></td>
<td>0042399801</td>
</tr>
<tr>
<td><strong>Registered Agent Name</strong></td>
<td>ESTELLA DE ANDA</td>
</tr>
<tr>
<td><strong>Registered Office Street Address</strong></td>
<td>511 N. CYNTHIA MCALLEN, TX 78501</td>
</tr>
</tbody>
</table>
Filing Number: 42399801  Entity Type: Domestic Nonprofit Corporation
Original Date of Filing: January 3, 1978  Entity Status: In existence
Formation Date: N/A  Non-Profit: N/A
Tax ID: 17420075362  Type: N/A
Duration: Perpetual  FEIN:
Name: WOMEN TOGETHER (FOUNDATION), INC.
Address: 511 N CYNTHIA ST
          MCALLEN, TX 78501-8712 USA

**REGISTERED AGENT** | **FILING HISTORY** | **NAMES** | **MANAGEMENT** | **ASSUMED NAMES** | **ASSOCIATED ENTITIES**
--- | --- | --- | --- | --- | ---
Estella De Anda | Address | Inactive Date | 511 N. Cynthia | McAllen, TX 78501 USA | 

**Instructions:**

- To place an order for additional information about a filing press the 'Order' button.
According to the records of the Comptroller of Public Accounts, the following exemption(s) from Texas taxes apply to the above organization(s):

- Franchise tax, as of 01-03-1978
- Sales and use tax, as of 12-15-1978
  (provide Texas sales and use tax exemption certificate Form 01-339 (Back) to vendor)
- State portion of hotel occupancy tax, charitable as of 01-01-1998
  (provide Texas hotel occupancy tax exemption certificate Form 12-302 to vendor)

Texas taxpayer identification number: 17420075362

This exemption verification is not a substitute for the completed exemption certificates that are required when claiming exemption from Texas taxes. Vendors should be familiar with the requirements for accepting the certificates in good faith from their customers.

This exemption verification does not mean that the organization holds a permit for collecting or remitting any Texas taxes.

Exempt organizations must collect tax on most sales. For more information, please see our publication Exempt Organizations: Sales and Purchases (96-122). Online registration is available.

For information concerning sales taxpayer permit status, please use the vendor search we provide online.

Corporations that are registered in Texas with the Secretary of State must maintain a current registered agent and registered office address. Information is available from Business and Nonprofit Forms page of the Secretary of State's Website. Additionally, out-of-state corporations, limited liability companies, or limited partnerships transacting business in Texas may need to file a Certificate of Authority or Registration with the Texas Secretary of State. More information is available from the Foreign or Out-of-State Entities page on the Secretary of State's Website.

Our publications and other helpful information are available on our website. If you need more information, write to us at exempt.orgs@cpa.texas.gov, or call us at (800) 252-5555.
## Franchise Tax Account Status

**As of**: 02/04/2018 18:14:25

This Page is Not Sufficient for Filings with the Secretary of State

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February 20, 2018

Texas Department of Housing and Community Affairs
221 E. 11th Street
Austin, TX 78701
Attn: Tim Irvine
Executive Director

Re: TDHCA Application No. 18208; Midway Villas

Dear Mr. Irvine:

Amigos Del Valle, Inc. supports the development of Midway Villas, a proposed affordable rental housing community for seniors to be located near the NEC of Mile 6½ W. and W. Expy. 83, Midway North CDP, in the ETJ of Weslaco, Hidalgo County, Texas 78596.

Amigos Del Valle, Inc. is a tax exempt organization to whose main office is located at 4138 W. Crosspoint, Edinburg, Texas 78539. Amigos Del Valle, Inc. positively impacts the quality of life in the Rio Grande Valley of South Texas through the provision of diversified and effective human services, community development activities and advocacy, which are directed to low income families and with special emphasis in assisting the elder population to maintain healthy and independent lives that includes Hidalgo County, Texas.

We support TGO Midway Villas 18 LP, the sponsor of Midway Villas, in its efforts to provide quality affordable rental housing to residents of the Weslaco area and Hidalgo County, Texas that will include housing for the most vulnerable seniors of the Rio Grande Valley.

Sincerely,

[Signature]
Alejandro Guerra
Executive Director

By: [Amigos Del Valle, Inc.]
Name: [Alejandro Guerra]
Title: [Executive Director]

cc: Steve Lollis – steve@texasgreyoaks.com
Texas Grey Oaks

“Providing 44 Years of Service”
1974 - 2018
Senior Center Facilities

Casa Del Mar Senior Center
2575 Russell Drive
Brownsville, TX 78520
Tel/Fax: (956) 451-2711

Donna Senior Center
1408 W. Silver Street
Donna, TX 78537
Tel: Fax: (956) 464-4912

San Juan Senior Center
2500 1st Street
San Juan, TX 78589
Tel/Fax: (956) 787-6705

Villas Residencial Senior Center
334 E. 5th Street
McAllen, TX 78570
Tel/Fax: (956) 565-0011

Casa 2 Senior Center
1100 E. Dallas
McAllen, TX 78501
Tel/Fax: (956) 627-6540

*Los Fresnos Senior Center
204 N. Brazel Street
Los Fresnos, TX 78566
Tel: Fax: (956) 385-1124

*Edinburg Towers Senior Center
201 N. 13th Street
Edinburg, TX 78541
Tel.: Fax: (956) 380-6308

*La Joya Senior Center
924 S. Leo Street
La Joya, TX 78560
Tel.: Fax: (956) 585-7672

*Las Palmas Community Center
1921 N. 225th Street
McAllen, TX 78501
Tel.: Fax: (956) 685-3530

*Palms View Senior Center
3401 Jordan Road
McAllen, TX 78503
Fax: (956) 681-3360

*Alta Vista Center
303 W. 6th Street
Raymondville, TX 78580
Fax: (956) 392-6731

*Rio Hondo Senior Center
121 N. Arroyo Street
Rio Hondo, TX 78583
Fax: (956) 385-1124

*Los Indios Center
309 E. Heywood
Los Indios, TX 78567
Fax: (956) 399-4255

Cesar Menchaca Senior Center
402 N. New Hope Street
Harlingen, TX 78550
Tel: Fax: (956) 428-4456

Edinburg Senior Center
1210 E. Kulh Street
Edinburg, TX 78539
Tel./Fax: (956) 380-0302

Villas De Armando Ramirez Sr. Senior Ctr.
1305 Matamoros Street
Mission, TX 78572
Tel. (956) 585-7562 Fax: (956) 584-7090

Weslaco Senior Center
1901 E. 6th Street
Weslaco, TX 78596
Tel.: Fax: (956) 986-0673

San Juan Senior Center
600 W. 1st Street
San Juan, TX 78589
Tel.: Fax: (956) 787-6705

*Port Isabel Senior Center
213 Yurquina Street
Port Isabel, TX 78578
Tel.: Fax: (956) 266-2311

*Edinburg Towers Senior Center
201 N. 13th Street
Edinburg, TX 78541
Tel.: Fax: (956) 380-6308

*Rio Grande Valley Nutritional Center
350 E. E. 5th Street
Brownsville, TX 78520
Tel.: Fax: (956) 545-0379

Donna Senior Center
1408 W. Silver Street
Donna, TX 78537
Tel.: Fax: (956) 464-4912

San Juan Senior Center
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1100 E. Dallas
McAllen, TX 78501
Tel./Fax: (956) 627-6540

*Los Fresnos Senior Center
204 N. Brazel Street
Los Fresnos, TX 78566
Tel.: Fax: (956) 385-1124

*Edinburg Towers Senior Center
201 N. 13th Street
Edinburg, TX 78541
Tel.: Fax: (956) 380-6308

*La Joya Senior Center
924 S. Leo Street
La Joya, TX 78560
Tel.: Fax: (956) 585-7672

*Las Palmas Community Center
1921 N. 225th Street
McAllen, TX 78501
Tel.: Fax: (956) 685-3530

*Palms View Senior Center
3401 Jordan Road
McAllen, TX 78503
Fax: (956) 681-3360

*Alta Vista Center
303 W. 6th Street
Raymondville, TX 78580
Fax: (956) 392-6731

*Rio Hondo Senior Center
121 N. Arroyo Street
Rio Hondo, TX 78583
Tel.: Fax: (956) 385-1124

*Los Indios Center
309 E. Heywood
Los Indios, TX 78567
Fax: (956) 399-4255

Cesar Menchaca Senior Center
402 N. New Hope Street
Harlingen, TX 78550
Tel: Fax: (956) 428-4456

Edinburg Senior Center
1210 E. Kulh Street
Edinburg, TX 78539
Tel./Fax: (956) 380-0302

Villas De Armando Ramirez Sr. Senior Ctr.
1305 Matamoros Street
Mission, TX 78572
Tel. (956) 585-7562 Fax: (956) 584-7090

Weslaco Senior Center
1201 E. 6th Street
Weslaco, TX 78596
Tel.: Fax: (956) 986-0673

San Juan Senior Center
600 W. 1st Street
San Juan, TX 78589
Tel.: Fax: (956) 787-6705

*Port Isabel Senior Center
213 Yurquina Street
Port Isabel, TX 78578
Tel.: Fax: (956) 266-2231

*Edinburg Towers Senior Center
201 N. 13th Street
Edinburg, TX 78541
Tel.: Fax: (956) 380-6308

*Rio Grande Valley Nutritional Center
350 E. E. 5th Street
Brownsville, TX 78520
Tel.: Fax: (956) 545-0379

Donna Senior Center
1408 W. Silver Street
Donna, TX 78537
Tel.: Fax: (956) 464-4912

San Juan Senior Center
600 W. 1st Street
San Juan, TX 78589
Tel.: Fax: (956) 787-6705

Villas Residencial Senior Center
334 E. 5th Street
McAllen, TX 78570
Tel./Fax: (956) 565-0011

Casa 2 Senior Center
1100 E. Dallas
McAllen, TX 78501
Tel./Fax: (956) 627-6540

*Los Fresnos Senior Center
204 N. Brazel Street
Los Fresnos, TX 78566
Tel.: Fax: (956) 385-1124

*Edinburg Towers Senior Center
201 N. 13th Street
Edinburg, TX 78541
Tel.: Fax: (956) 380-6308

*La Joya Senior Center
924 S. Leo Street
La Joya, TX 78560
Tel.: Fax: (956) 585-7672

*Las Palmas Community Center
1921 N. 225th Street
McAllen, TX 78501
Tel.: Fax: (956) 685-3530

*Palms View Senior Center
3401 Jordan Road
McAllen, TX 78503
Fax: (956) 681-3360

*Alta Vista Center
303 W. 6th Street
Raymondville, TX 78580
Fax: (956) 392-6731

*Rio Hondo Senior Center
121 N. Arroyo Street
Rio Hondo, TX 78583
Tel.: Fax: (956) 385-1124

*Los Indios Center
309 E. Heywood
Los Indios, TX 78567
Fax: (956) 399-4255

We are here to Help Our Community

How Can We Help You?

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

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

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

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

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

MERCEDES CENTER
334 E. 5th Street
Mercedes, Texas 78570
Sr.Ctr.Mgr.: Adabel Zuniga
Tel. & Fax: (956) 565-0011
Email: Casa7nutrition@advrgv.org
RAYMONDVILLE CENTER
146 E. FM 3168
Raymondville, Texas
78580
Sr.Ctr.Mgr.: Edelmira Barajas
Tel. (956) 689-2354
Fax: (956) 689-1579
Email: Casa4nutrition@advrgv.org

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

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

EDINBURG CENTER
Sr.Ctr.Mgr: Maria M. Garcia
1210 E Kuhn St.
Edinburg, Texas
78539
Phone: (956) 383-0302
Email: edinburgcenter@advrgv.org
DONNA CENTER
1408 W. Silver Street
Donna, Texas 78537
Sr.Ctr.Mgr.: Maria Aguinaga
Tel. & Fax: (956) 464-4912
Email: onnacenter@advrgv.org

ELSA CENTER
W. 9th Street & N. Hidalgo Street
Elsa, Texas 78543
Sr. Ctr. Mgr.: Maria Garces
Tel. & Fax: (956) 262-2472
Email: elsacenter@advrgv.org

SAN JUAN CENTER
600 W. 1st Street
San Juan, Texas 78589
Sr.Ctr.Mgr.: Connie Arroyo
Tel: (956) 787-6705
Pub. Tel: (956) 787-9122
Email: sanjuancenter@advrgv.org

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

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

SAN BENITO
Central Kitchen Dept.
970 Anzaldua Dr.
San Benito, Texas 78586
Dir.: Mario Nieto
Tel: (956) 399-6731
Fax: (956) 399-5526
Email: mnieto@advrgv.org

SATELLITES

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

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

Edinburg Towers
Rosie Briseno,
Manager
201 N. 13th Street
Edinburg, Texas 78541
Phone: (956) 383-1124
Fax: (956) 380-6308
Email: edinburg@uahmgt.co m
<table>
<thead>
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<th>Address</th>
<th>Sr.Ctr.Mgr.</th>
<th>Tel.</th>
<th>Fax.</th>
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</tr>
</thead>
<tbody>
<tr>
<td>La Joya Center</td>
<td>924 S. Leo Street</td>
<td>Teresa Vela</td>
<td>(956) 585-7672</td>
<td>(956) 580-7025</td>
<td><a href="mailto:t.vela@cityoflajoya.com">t.vela@cityoflajoya.com</a></td>
</tr>
<tr>
<td>Lark Community Center</td>
<td>2601 Lark Avenue</td>
<td>Jesse Franco</td>
<td>(956) 681-3340</td>
<td>(956) 681-3345</td>
<td><a href="mailto:dmeline@mcallen.net">dmeline@mcallen.net</a></td>
</tr>
<tr>
<td>Las Palmas Community</td>
<td>1921 N. 25th Street</td>
<td>Kristyna Mancias</td>
<td>(956)681-3350</td>
<td>(956) 681-3359</td>
<td><a href="mailto:sgarcia@mcallen.net">sgarcia@mcallen.net</a></td>
</tr>
<tr>
<td>Los Fresnos Senior Center</td>
<td>204 N. Brazil Street</td>
<td>Lupita S. Garcia</td>
<td>(956) 233-4350</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Palm Plaza Senior Center</td>
<td>810 Mayberry Street</td>
<td>Velda Wuestenhagen</td>
<td>(956) 585-6296</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| Palm View Senior Center   | 3401 Jordan Road               | Marcello Langoni       | (956) 681-3360 | (956)681-3365 | jfranco@mcallen.net
<table>
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<tr>
<th>Location</th>
<th>Address</th>
<th>Sr. Ctr. Mgr.</th>
<th>Phone</th>
<th>Fax</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Port Isabel Center</strong></td>
<td>213 Yturria Street</td>
<td>Janie Villarreal</td>
<td>(956) 943-1822</td>
<td>(956) 943-4638</td>
<td><a href="mailto:czamora@copitx.com">czamora@copitx.com</a></td>
</tr>
<tr>
<td><strong>Los Indios Senior Center</strong></td>
<td>309 E. Heywood</td>
<td>Denise Guzman</td>
<td>(956) 399-4255</td>
<td>(956) 399-4582</td>
<td><a href="mailto:deniseguzman@gmail.com">deniseguzman@gmail.com</a></td>
</tr>
<tr>
<td><strong>Rio Hondo Senior Center</strong></td>
<td>121 N. Arroyo Street</td>
<td>Maria Turner</td>
<td>(956) 748-3082</td>
<td>(956) 748-4394</td>
<td>cfarí<a href="mailto:as@riohondo.us">as@riohondo.us</a></td>
</tr>
<tr>
<td><strong>San Benito Senior Center</strong></td>
<td>100 Cornejo Drive</td>
<td>Elisa Ramon</td>
<td>(956) 276-9145</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Santa Rosa Senior Center Program</strong></td>
<td>513 N. FM 506</td>
<td>Carlos Ochoa</td>
<td>(956) 636-1113</td>
<td></td>
<td><a href="mailto:cochoa@cityofsantaro.com">cochoa@cityofsantaro.com</a></td>
</tr>
</tbody>
</table>

---

**Sr. Ctr. Mgr.:**
- Janie Villarreal
- Denise Guzman
- Maria Turner
- Elisa Ramon
- Carlos Ochoa
- Carlos Ochoa

**Fax:**
- (956) 943-4638
- (956) 399-4582
- (956) 748-4394
- (956) 276-9145
- (956) 636-1113

**Email:**
- czamora@copitx.com
- deniseguzman@gmail.com
- cfarías@riohondo.us
- cochoa@cityofsantaro.com
SATELLITES

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

Become A Volunteer! See What You Can Do For Your Community!
AMIGOS DEL VALLE, INC.

SERVING THE RIO GRANDE VALLEY SINCE 1974
Welcome To Amigos Del Valle

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

In its Forty-three (43) years of existence, ADV has assisted approximately 98,881 unduplicated seniors through provision of 14,577,946 congregate meals; 10,204,852 home delivered meals; 4,403,627 One-way transportation trips; and 533 subsidized rental housing apartments through ADV's HUD section 202 developments. Without the dedicated hard work of over 400 senior volunteers, who provide over 82,000 man hours of volunteer work on an annual basis, ADV would not have been able to impact positively on the lives of such seniors during its forty-one years of existence.

Become A Volunteer Today!

Our volunteers are critical partners in helping us fulfill our promise to the Rio Grande Valley of "Doing the Most Good." Volunteers in local communities help Amigos Del Valle, Inc. fulfill its Mission every day — helping both individuals, low income families, the elderly and much more! From health care to fundraising to operations, it takes a range of skills to work towards our vision.

Join us today!
History

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

Our Resume

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

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

Whether it’s senior meals preparation or the home delivery meal program, affordable housing program, fundraising, and administrative support program, ADV continues to help seniors remain independent members of society, maintain their health and live their lives with dignity.
Amigos Del Valle's Wellness Programs focus on serving people who are sick and need nutritious food to support their medical treatment. We believe that our nutritious food is medicine. For people fighting illness, good nutrition can help them heal, get stronger and lead healthier lives.
Amigos Del Valle’s Wellness Programs focus on serving people who are sick and need nutritious food to support their medical treatment. We believe that our nutritious food is medicine. For people fighting illness, good nutrition can help them heal, get stronger and lead healthier lives.

- **Meals**: We provide nutritious meals to people living with critical illness. Meals are available for pick up. For clients who are homebound, we offer home-delivered meals. View our menu.
- **Nutrition counseling and education**: All clients receive a nutrition and wellness assessment from our Registered Dietitians when starting service. Our dietitians are also available for regular check-ins and advice.

Click to visit our “How to Apply” page and find out more about whether you or a loved one is eligible for services. Download our Wellness Programs Application Form.

Click here for Locations, Hours, Directions.

IF YOU HAVE QUESTIONS, PLEASE CONTACT THE CLIENT SERVICES DEPARTMENT:
Address

4138 W. Crosspoint
Edinburg, Texas 78539

Corporate Office

(956) 213-9400

Receptionist

MARIA GARCIA - 3221
JESUS MARTINEZ - 3206

Human Resources Dept.

JULI ROSALES - 3207
JESUS MARTINEZ - 3206

Finance Department

MONICA VILLARREAL - 3214
KARINA LEOS - 3210
OCTAVIO FLORES - 3211
DIANIRA GONZALEZ
MARTHA GARCIA

MIS Department

ISABEL ARANDA - 3218
MAGGIE SALINAS - 3220
DALIA CAMARILLO - 3219
DANNY MARTINEZ - 3216
ALEYSHA RODRIGUEZ - 3217

Senior Program Services Department

MARIA E. GARZA - (3209)
FABIOLA RAMIREZ - 3208

Administration

ANITA JENNY - (3215)
ALEX GUERRA - (3202)
Since 1974 Amigos del Valle has been serving the needs of the Rio Grande Valley's 60+ community. Our services include Meals On Wheels, Wellness Centers and subsidized housing. If you have any questions about ADV's services do not hesitate to call (956)213-9400.

#60pluslifestyle #nutritiousmeals #wellnesscenters #housing #RGVsAmigo
Amigos Del Valle
February 14 at 10:58am

Come and Enjoy Hot Coffee with Friends in your Community! 60 + Eat Free Monday through Friday 8:00 a.m. to 5:00 p.m. Contact our office for a location near you! (956) 213-9400. Serving the Valley Since 1974!

Enjoy a Hot Coffee and make new Friends!

60+ EAT FREE!
<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
<th>Venue</th>
</tr>
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<tbody>
<tr>
<td>MAY 16</td>
<td><strong>Dine To Donate - Texas Road House (McAl...</strong></td>
<td>Amigos Del Valle Edinburg, TX</td>
</tr>
<tr>
<td></td>
<td>Tue 5:00 PM CDT</td>
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<tr>
<td>MAR 25</td>
<td><strong>Rocking Chair Poker Run</strong></td>
<td>Amigos Del Valle Edinburg, TX</td>
</tr>
<tr>
<td></td>
<td>Sat 9:00 AM CDT - 18 guests</td>
<td></td>
</tr>
<tr>
<td>MAR 18</td>
<td><strong>ADV March For Meals</strong></td>
<td>1005 W Pike Blvd, Weslaco, TX</td>
</tr>
<tr>
<td></td>
<td>Sat 8:00 AM CDT - 103 guests</td>
<td></td>
</tr>
</tbody>
</table>
A Word From Our Executive Director

Mr. Alex Guerra has been employed with Amigos Del Valle, Inc. for thirteen (13) years and has gained extensive experience and knowledge in all areas of the services on the Nutrition and Housing programs that the organization provides.

Mr. Guerra’s strengths include his ability to identify new opportunities to enhance the agency’s market expansion and revenue growth. His main focus is continuing to increase ADV’s budget and extend out to other agencies and organizations to form community partnerships throughout the South Texas area.

Alex Guerra
Executive Director
Testimonials And Affiliations

What Other People Say About Us

What a Blessing.....they be starting delivering hot meals for me starting Monday from Amigos Del Valle....had been on waiting list!!! God's perfect timing is always perfect!!!!

Norma Hinojosa

ADV is affiliated with the following national, regional and state organizations:

Connect With Us!
Do you have any questions, comments or concerns? Send us a message or call our office!
Filing Number: 35008801
Original Date of Filing: October 3, 1974
Entity Type: Domestic Nonprofit Corporation
Entity Status: In existence
Non-Profit Type: N/A
Tax ID: 17418159889
Duration: Perpetual
Name: AMIGOS DEL VALLE, INC.
Address: 1116 N CONWAY AVE
Mission, TX 78572-4103 USA

Instructions:
To place an order for additional information about a filing press the 'Order' button.
According to the records of the Comptroller of Public Accounts, the following exemption(s) from Texas taxes apply to the above organization(s):

- Franchise tax, as of 10-03-1974
- Sales and use tax, as of 08-29-1977
  (provide Texas sales and use tax exemption certificate Form 01-339 (Back) to vendor)
- The entity is not exempt from hotel occupancy tax.

Texas taxpayer identification number: 17418159889

This exemption verification is not a substitute for the completed exemption certificates that are required when claiming exemption from Texas taxes. Vendors should be familiar with the requirements for accepting the certificates in good faith from their customers.

This exemption verification does not mean that the organization holds a permit for collecting or remitting any Texas taxes.

Exempt organizations must collect tax on most sales. For more information, please see our publication Exempt Organizations: Sales and Purchases (96-122). Online registration is available.

For information concerning sales taxpayer permit status, please use the vendor search we provide online.

Corporations that are registered in Texas with the Secretary of State must maintain a current registered agent and registered office address. Information is available from Business and Nonprofit Forms page of the Secretary of State's Website. Additionally, out-of-state corporations, limited liability companies, or limited partnerships transacting business in Texas may need to file a Certificate of Authority or Registration with the Texas Secretary of State. More information is available from the Foreign or Out-of-State Entities page on the Secretary of State's Website.

Our publications and other helpful information are available on our website. If you need more information, write to us at exempt.orgs@cpa.texas.gov, or call us at (800) 252-5555.
Amigos del Valle, Inc.
1011 W. Kelly Street
Pharr, Texas 78577

W. H. Jones, Jr.
(512) 397-5716
E: EX: 1002: WHJ: fh
July 25, 1975
AUS: E0: 75-1436

Accounting Period Ending: December 31
Form 990 Required: X Yes No
Advance Ruling Period Ends: December 31, 1976

Gentlemen:

Based on the information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code.

Because you are a newly created organization, we are not now making a final determination of your foundation status under section 509(a) of the Code. However, we have determined that you can reasonably be expected to be a publicly supported organization of the type described in sections 170(b)(1)(A)(vi) and 509(a)(1).

Accordingly, you will be treated as a publicly supported organization, and not as a private foundation, during an advance ruling period. This advance ruling period begins on the date of your inception and ends on the date shown above.

Within 90 days after the end of your advance ruling period, you must submit to us information needed to determine whether you have met the requirements of the applicable support test during the advance ruling period. If you establish that you have been a publicly supported organization, you will be classified as a section 509(a)(1) or 509(a)(2) organization so long as you continue to meet the requirements of the applicable support test. If, however, you do not meet the public support requirements during the advance ruling period, you will be classified as a private foundation for future periods. Also, in the event you are classified as a private foundation, you will be treated as a private foundation from the date of your inception for purposes of sections 507(d) and 4940.
Franchise Tax Account Status
As of: 02/19/2018 14:22:39

This Page is Not Sufficient for Filings with the Secretary of State

<table>
<thead>
<tr>
<th><strong>AMIGOS DEL VALLE, INC.</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Texas Taxpayer Number</strong></td>
</tr>
<tr>
<td><strong>Mailing Address</strong></td>
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<tr>
<td><strong>Right to Transact Business in Texas</strong></td>
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<td><strong>State of Formation</strong></td>
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<td><strong>Effective SOS Registration Date</strong></td>
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<tr>
<td><strong>Texas SOS File Number</strong></td>
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<tr>
<td><strong>Registered Agent Name</strong></td>
</tr>
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<td><strong>Registered Office Street Address</strong></td>
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</table>
February 22, 2018

Texas Department of Housing and Community Affairs
221 E. 11th Street
Austin, TX 78701
Attn: Tim Irvine
Executive Director

Re: TDHCA Application No. 18208; Midway Villas

Dear Mr. Irvine:

Buckner International supports the development of Midway Villas, a proposed affordable rental housing community for seniors to be located near the NEC of Mile 6 1/2 W. and W. Expressway, 83, Midway North CDP, in the ETJ of Weslaco, Hidalgo County, Texas 78596.

Buckner International is a 501(c)(3) non-profit that works with families and vulnerable children and provides services that include adoption and foster-care services, prevention programs, senior adult services, missionary opportunities, and a global humanitarian aid program that includes Shoes for Orphan Souls, which provides shoes for needy children.

Buckner International has served children and families in the Rio Grande Valley community since 1971 including Hidalgo County, Texas. The Rio Grande Children’s Home, The Family Hope Center and our STAR Program, under the Buckner International umbrella, are making an impact in the Rio Grande Valley through innovative programing to support vulnerable children and families living in poverty along the border including in and around Hidalgo County, Texas.

We support TGO Midway Villas 18 LP, the sponsor of Midway Villas, in its efforts to provide quality affordable rental housing to residents of the Weslaco area and Hidalgo County, Texas that will include housing for the most vulnerable seniors of the Rio Grande Valley.

Sincerely,

By: Monica Salinas, Executive Director

cc: Steve Lollis – steve@texasgreyoaks.com
Texas Grey Oaks
Transforming Lives, Changing the World

Buckner International is dedicated to the transformation and restoration of the lives we serve, delivering redemptive ministry to the most vulnerable from the beginning to the ending of life.
Buckner International is a global ministry dedicated to the transformation and restoration of the lives we serve. We are a Christ-centered organization that delivers redemptive ministry to the most vulnerable from the beginning to the ending of life.

**Our mission**
Buckner International transforms the lives of vulnerable children, enriches the lives of senior adults and builds strong families through Christ-centered values.

**Our vision**
Buckner International will become a global ministry maximizing resources and leadership to serve vulnerable children, seniors and families.

**Our values**
Organizational values are critical because they define Buckner’s personality and provide our employees clarity about how we engage others. Buckner is:

- Christ-like
- Servant spirit
- Passion-driven
Where We Work

Amarillo

Beaumont
The children and families we serve in the Rio Grande Valley have a face, and they have a name. Mario is a hardworking single father who lives with his four children in a tiny, broken down trailer with no roof. Abby is the oldest for seven siblings, working to help provide for her family because her mother is too ill to leave their house.
Living on a shred of hope

Maria Luisa constantly felt the weight of poverty tugging at her soul. She just needed a shred of hope to keep going. That's when she found the Buck...
In the Rio Grande Valley, we provide:

**Foster care and adoption**

Buckner provides the training and resources needed to become a family to a child for a season through foster care or a forever family through domestic or intercountry adoption. Children in these programs most often are referred through the Texas Department of Family and Protective Services due to experiencing abuse, neglect or abandonment. Learn how you can change the life of a child through foster care and adoption by calling 855-264-8783.

**Campus foster homes at Buckner Rio Grande Children's Home**

Buckner Children's Home provides campus foster homes for children. Foster families live in Buckner-owned cottages, providing a consistent home environment for children who are in the state's custody and may have been abused, neglected or abandoned.

**Buckner Family Hope Center at Peñitas**

Buckner Family Hope Centers are child-centered, family-focused places where families go to find hope, support and empowerment in their community to reach their fullest God-given potential. The key to the Family Hope Center's success is found in combining effective programs and passionate people to help families that are experiencing poverty, family issues and lack of services.
Buckner National Missions and Humanitarian Aid

We offer opportunities for church, community and business groups to become involved in our work in the Rio Grande Valley. We work together to support the needs of our Family Hope Center with the gifts and talents of missions groups to help empower and strengthen those we serve. Our team provides group coordination services for a meaningful, transformational experience. Missions opportunities include home construction; youth camps; agricultural development; distribution of humanitarian aid; providing spiritual enrichment; parenting, job skills, business development or technology training to individuals and families.

Individuals and groups come from across the United States to work through Buckner in the Rio Grande Valley. Call 888-467-7426 to learn how you can help transform the lives of vulnerable children and families.
Family Hope Centers

We strengthen families.
Family Hope Centers seek to keep families together by providing them with critical services, aid and coaching to keep them strong and decrease the likelihood of abuse, neglect and removal of children.

Our Hope Centers are child-centered, family-focused places where families go to find hope, support and empowerment in their community to reach their fullest God-given potential. The key to the Family Hope Center's success is found in combining effective programs and passionate people to help families that are experiencing poverty, family issues and a lack of services.

Our programs seek to engage through family assistance and community events; equip families through education, financial empowerment, child and youth development and spiritual development; elevate families through family coaching, counseling and spiritual enrichment. Family Hope Centers in our international locations also have schools, medical clinics and water wells to meet very basic needs of families who live nearby.

Families learn care and respect for self and others. They discover talents and opportunities. As a result, families break poverty cycles through education and jobs. They become servant leaders.

**What we do:**

- We welcome everyone with love and respect.
- We share the gospel through our Christ-like behavior.
- We begin with family strengthening.
- We empower for independence.
Missions
As Christians, we are compelled by our faith; we are people of action. We believe in helping others reach their God-given potential through holistic, hands-on ministry. Our clients have faces and they have names. We want you to come meet them and be a part of how Buckner is shining hope in their lives every single day.

Through Buckner mission trips, individuals and groups live out their beliefs by sharing their faith, loving others and shining hope into people’s lives. Serving around the world, Buckner transforms lives by digging deep to address every aspect of a person’s life, empowering personal transformation through a relationship with Christ.

**What makes Buckner mission trips unique?**

On a Buckner mission trip, you will come alongside local staff who are on the ground day-in and day-out, making an eternal impact through their work in Family Hope Centers and other community programs. You can end your trip knowing the child who captured your heart will continue to be nurtured and cared for through our loving staff long after you’re gone and that you helped lift the heavy burden of 24/7 ministry of the staff, even if it's only for a few days.

If you want to meet, love and bless the faces that make up the Buckner family, come join us on a trip.
Mission
Buckner Children and Family Services transforms the lives of vulnerable children and builds strong families through Christ-centered values.

CONTACT INFO
Buckner in the Rio Grande Valley
http://www.buckner.org/locations/tx-valley.shtml

MORE INFO
About
Buckner Children and Family Services
Family Hope Center
Rio Grande Children's Home - Foster Care
STAR (Services to At-Risk Youth)

Company Overview
Buckner Children and Family Services is making an impact in the Rio Grande Valley through innovative programming to support vulnerable children and families. See More

General Information
Foster Care/RGCH - (956) 585-9734,
Family Hope Center - (956) 519-3100
STAR - (956) 630-6285

Volunteer Opportunities -
http://www.buckner.org/volunteer/

Nonprofit Organization

STORY

Foster Care/Rio Grande Children's Home - provides the Mission community with training and resources needed to become a family to a child living in the state's custody or to a child available for adoption in Texas or internationally. Visit www.beafamily.org or call (956) 586-9734.

Family Hope Center - in Penitas, Texas, focuses on improving the lives of individuals and families in communities that experience moderate to extreme poverty by providing a holistic ministry approach. They offer case management, social services, education and training, business development and humanitarian aid, addressing the physical, spiritual, medical, emotional and vocational needs of clients. For more information call (956) 519-3100.

STAR (Services to At-Risk Youth) - STAR provides short-term counseling and support to children and teenagers (ages 0-17 years of age) with a history of juvenile delinquency, family conflict, runaways and more. Services are provided free to the community and help strengthen families. STAR is located in McAllen and Harlingen, and serves Hidalgo, Cameron, Willacy, Brooks and Kennedy counties. For more information, call Buckner STAR at 956-630-6285. (Funded by the Texas Department of Family and Protective Services).
Buckner Border Ministries

5.0 ★★★★★ - 1 review
Religious Organization

3780 N Ben Bentsen Palm Dr, Mission, TX 78574
buckner.org
(956) 583-2041
Claim this business
Add a label
SUGGEST AN EDIT

Add missing information
Add hours
Add a photo
Mission

When R.C. Buckner founded Buckner Orphans Home in 1879, he did so with the purpose and intent of providing care for orphan children left behind in the wake of this nation's Civil War. Today, Buckner is one the largest and most diverse private social care agencies of its kind in the nation. This diversity of ministry has led Buckner to develop programs and services that reach deeply into every corner of our modern society. Whether assisting a young woman facing a crisis pregnancy situation, providing love and nurture for neglected children or offering comfort for those facing the complexities of the aging process, the mission of Buckner is to help people put together the broken pieces of their lives.
Keywords
Orphans, seniors, adoption, Baptist, children, family services, nursing care, foster care

IRS Filing Requirement
This organization is required to file an IRS Form 990 or 990-EZ.

Download Tax Forms
Show Forms 990

PROGRAMS + RESULTS

What we aim to solve
Add a problem overview to your profile.
Update now (/ManageNonprofitReports.aspx)

Our programs
What are the organization's current programs, how do they measure success, and who do the programs serve?
SOURCE: Self-reported by organization

Buckner Baptist Benevolences includes three major program divisions: Children and Family Services, which serve an average of 450 children per day; Adoption and Maternity Services and International Services; and Retirement Services.

Population(s) Served
Budget

Add a map of your service areas to your profile.
Update now (/ManageNonprofitReports.aspx)

BUSINESS ORGANIZATIONS INQUIRY - VIEW ENTITY

Filing Number: 1556201
Entity Type: Domestic Nonprofit Corporation
Original Date of Filing: April 9, 1906
Entity Status: In existence
Formation Date: N/A
Type: Non-Profit
Tax ID: 00000000000
Duration: Perpetual
FEIN: N/A
Name: Buckner International
Address: [ADDRESS NOT PROVIDED]

REGISTERED AGENT | FILING HISTORY | NAMES | MANAGEMENT | ASSUMED NAMES | ASSOCIATED ENTITIES
Name | Address | Inactive Date
Stephen N. Wakefield | 700 N. Pearl Street, Suite 1200 Dallas, TX 75201 USA | |

Order  Return to Search

Instructions:
- To place an order for additional information about a filing press the 'Order' button.
# Franchise Tax Account Status

As of: 02/05/2018 12:16:34

This Page is Not Sufficient for Filings with the Secretary of State

<table>
<thead>
<tr>
<th><strong>BUCKNER INTERNATIONAL</strong></th>
<th></th>
</tr>
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<tbody>
<tr>
<td>Texas Taxpayer Number</td>
<td>17508914433</td>
</tr>
<tr>
<td>Mailing Address</td>
<td>700 N PEARL ST STE 1200 DALLAS, TX 75201-2874</td>
</tr>
<tr>
<td>Rights to Transact Business in Texas</td>
<td>ACTIVE</td>
</tr>
<tr>
<td>State of Formation</td>
<td>TX</td>
</tr>
<tr>
<td>Effective SOS Registration Date</td>
<td>04/09/1906</td>
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<tr>
<td>Texas SOS File Number</td>
<td>0001556201</td>
</tr>
<tr>
<td>Registered Agent Name</td>
<td>STEPHEN N. WAKEFIELD</td>
</tr>
<tr>
<td>Registered Office Street Address</td>
<td>700 N. PEARL STREET, SUITE 1200 DALLAS, TX 75201</td>
</tr>
</tbody>
</table>
According to the records of the Comptroller of Public Accounts, the following exemption(s) from Texas taxes apply to the above organization(s):

- Franchise tax, as of 04-09-1906
- Sales and use tax, as of 04-19-1972
  (provide Texas sales and use tax exemption certificate Form 01-339 (Back) to vendor)
- State portion of hotel occupancy tax, charitable as of 04-19-1972
  (provide Texas hotel occupancy tax exemption certificate Form 12-302 to vendor)

Texas taxpayer identification number: 17508914433

This exemption verification is not a substitute for the completed exemption certificates that are required when claiming exemption from Texas taxes. Vendors should be familiar with the requirements for accepting the certificates in good faith from their customers.

This exemption verification does not mean that the organization holds a permit for collecting or remitting any Texas taxes.

Exempt organizations must collect tax on most sales. For more information, please see our publication Exempt Organizations: Sales and Purchases (96-122). Online registration is available.

For information concerning sales taxpayer permit status, please use the vendor search we provide online.

Corporations that are registered in Texas with the Secretary of State must maintain a current registered agent and registered office address. Information is available from Business and Nonprofit Forms page of the Secretary of State's Website. Additionally, out-of-state corporations, limited liability companies, or limited partnerships transacting business in Texas may need to file a Certificate of Authority or Registration with the Texas Secretary of State. More information is available from the Foreign or Out-of-State Entities page on the Secretary of State's Website.

Our publications and other helpful information are available on our website. If you need more information, write to us at exempt.orgs@cpa.texas.gov, or call us at (800) 252-5555.
February 22, 2018

Texas Department of Housing and Community Affairs
221 E. 11th Street
Austin, TX 78701
Attn: Tim Irvine
Executive Director

Re: TDHCA Application No. 18208; Midway Villas

Dear Mr. Irvine:

Valley Initiative for Development and Advancement (VIDA) supports Midway Villas, a proposed affordable rental housing community for seniors to be located near the NEC of Mile 6 ½ W. and W. Expy. 83, Midway North CDP, in the ETJ of Weslaco, Hidalgo County, Texas 78596.

Valley Initiative for Development and Advancement (VIDA) is a community based, non-profit 501 (c)3 agency with a main office located at 417 S. Ohio Ave. Mercedes, TX 78570. The impetus was the need to empower the underserved residents of our region with the tools, education and training to become self-sufficient while fueling the growth of the existing employers and increasing the recruitment of new investment to the area. VIDA’s mission remains constant, to formulate new institutional relationships in the Rio Grande Valley. VIDA works closely with the business sector, training providers, and community-based organizations to develop a skilled workforce that will meet the demands of employers in the Rio Grande Valley.

We support TGO Midway Villas 18 LP, the sponsor of Midway Villas, in its efforts to provide quality affordable rental housing to residents of the Weslaco area and Hidalgo County, Texas that will include housing for the most vulnerable seniors of the Rio Grande Valley.

Sincerely,

Valley Initiative for Development and Advancement (VIDA)

By:  

Priscilla Dinn Alvarez
Executive Director

cc:  Steve Lollis – steve@texasgreyoaks.com Texas Grey Oaks
Who We Are

Community Liaison
Sister Mignonne Konecny, Lead Organizer, Valley Interfaith

History & Services

Valley Initiative for Development and Advancement (VIDA) is a community-based, non-profit 501(c)3 agency. Created in 1995, VIDA was the result of a local effort led by community leaders of Valley Interfaith and private industry business leaders. The impetus was the need to empower the underserved residents of our region with the tools, education and training to become self-sufficient while fueling the growth of the existing employers and increasing the recruitment of new investment to the area by developing a highly skilled workforce. Since its inception, VIDA's mission remains constant, to formulate new institutional relationships in the Rio Grande Valley that simultaneously address employers' needs for skilled workers and link the area's unemployed and underemployed with high skilled, high wage jobs identified in the region. VIDA works closely with the business sector, training providers, and community-based organizations to develop a skilled workforce that will meet the demands of employers in the Rio Grande Valley.

A Unique Service Strategy

VIDA's unique program model is at the core of the resounding success demonstrated by an average 94% retention rate while in training. Our Career Counselors / Case Managers work closely with each individual student to address barriers that historically plague this demographic pocket and ultimately quash their efforts of continuing education. Financial matters, family issues, and time management are but a few of the elements that are addressed through weekly counseling sessions. In addition, VIDA Counselors infuse group sessions with soft skills training such as general employability, resume preparation and interviewing, financial management, and study skills. Guest speakers are invited for open dialogue about home buying, savings, investments, and retirement planning. Wrap around services, training and counseling, equip VIDA participants to enter the workforce with the skills and commitment necessary for success.
VIDA FOR VETERANS – Texas Veterans Commission Awards $300,000 Grant to Help Valley
Veterans

05/17/2016  admin

For Immediate Release: May 11, 2016 Contact: Bernie Saenz, Director of Program Services, (956) 903-1900 VIDA FOR VETERANS – Texas Veterans Commission Awards $300,000 Grant to Help Valley Veterans (MERCEDES)-The Valley Initiative for Development and Advancement (VIDA) announced that the [...] Continue reading »

VIDA Receives $97,000 Grant from the Meadows Foundation

08/15/2013  admin

WESLACO— The Valley Initiative for Development and Advancement announced that the Meadows Foundation awarded VIDA
A Unique Service Strategy

VIDA’s unique program model is at the core of the resounding success demonstrated by an average 94% retention rate while in training. Our Career Counselors / Case Managers work closely with each individual student to address barriers that historically plague this demographic pocket and ultimately quash their efforts of continuing education. Financial matters, family issues, and time management are but a few of the elements that are addressed through weekly counseling sessions. In addition, VIDA Counselors infuse group sessions with soft skills training such as general employability, resume preparation and interviewing, financial management, and study skills. Guest speakers are invited for open dialogue about home buying, savings, investments, and retirement planning. Wrap around services, training and counseling, equip VIDA participants to enter the workforce with the skills and commitment necessary for success.

Mission

To formulate new institutional relationships in the Rio Grande Valley that simultaneously address employers’ needs for skilled workers and link the area’s unemployed and underemployed with high skills, high wage jobs identified in the region. The program provides job-training services to economically disadvantaged, unemployed, and underemployed adults with family responsibilities.

Our Philosophy

Our philosophy is very simple: A well trained, well educated population will not only be ready for tomorrow’s jobs, but will be able to live a more prosperous, healthy, and happy lifestyle. The ultimate goal is job retention, not just job placement, which will develop strong citizens who are self-sufficient taxpayers, providing a clear return on investment of federal, state, local and private funding. Our graduates have not only helped the families they support and the businesses that now employ them; their ability to successfully move from the ranks of the low-income has helped us all. Their increased earnings have also enhanced their contributions to our tax system and reduced their dependence on public welfare. VIDA has demonstrated a model for success by graduating participants into demand occupations that normally were jobs unfilled or filled at a very high cost by people outside of our community.
Valleym Initiative for Development and Advancement (VIDA) helps low-income, unemployed, and underemployed Rio Grande Valley residents get the training they need to secure a high-skilled, high-wage job. © Copyright 2012 Valley Initiative for Development and Advancement (VIDA)
Allied Health Program & Study

**One Year Certificate Programs**
- Dental Laboratory Technician
- LVN/Vocational Nurse
- Medical Coding Specialist

**Two Year Associate Degree Programs**
- A.D.N.
- LVN-A.D.N. Progressive
- Dental Hygiene
- Dental Laboratory Technician
- Diagnostic Medical Sonography
- Emergency Medical Technology
- Health Information Technology
- Medical Assistant Technology
- Medical/Clinical Laboratory Technology
- Medical Office Specialist/Management
- Physical Therapy Assistant
- Radiologic Technology
- Respiratory Therapy/Care
- Occupational Therapy Assistant
- Surgical Technician

**BSN Programs (last two years only)**
- BSN
79% of students between the ages of 25-50

Manufacturing Division
Two Year Associate Degree Programs
- Precision Manufacturing Technology
- Machining Tech (Tool & Die Molding Making & Repair Specialty)
- Mechatronics Technology

Valley Initiative for Development and Advancement (VIDA) helps low-income, unemployed and underemployed Rio Grande Valley residents get the training they need to secure a high-skilled, high-wage job. © Copyright 2012 Valley Initiative for Development and Advancement (VIDA)
Technology Division

One Year Certificate Programs
- Computer Science – Software Development
- Computer Aided Drafting Technology
- Computer Systems Management Technology
- Digital Media Design Technology
- Computer Support Specialist
- Multimedia Specialist

Two Year Associate Degree Programs
- Architectural Design and Engineering Graphics Tech
- Architecture
- CADD: Architectural Drafting
- Biomedical Equipment Technology
- Chemical/Environment Technology
- CADD: Civil Drafting
- CADD: Geographic Information Systems
- Computer Aided Drafting & Design Technology
- Computer Systems Management Technology
- Computer Specialist
- Computer Network and Security Technology
- Computer Web Development
- Computer Science – Software Development
- Digital Media Design Technology
- Networking Specialist
- Telecommunication Technology
- Aviation Maintenance Technology
- Engineering
Education/Social Services Division

Two Year Associate Degree Programs
- Child Care and Development
- Social Work
- Educations & Training
- Teaching: EC-6th Generalist
- Teaching: Middle School 4th - 8th Generalist
- Early Childhood thru 6th Grade Bilingual Generalist
- Middle School 4th - 8th Grade
- Corrections Officer - Criminal Justice
- Police Officer - Criminal Justice
- American Sign Language
  - Deaf Support Interpreter
  - Sign Language Interpreter

Bachelors Program (last two years only)
- UTB: Early Childhood thru 6th Grade Bilingual Generalist
- UTPA
  - Early Childhood - 6th Bilingual Generalist
  - Middle School 4th - 8th
79% of students between the ages of 25-50

Pre-PSOT Training Programs (PSOT):

College Prep Academy
- The college prep academy is designed to increase participants' skills in Math, Reading and Writing in order to successfully complete the requirements of the Texas Higher Education Assessment (THEA) and ACCUPLACER tests to prepare for college.

Pre-Requisites

OUR FUNDING PARTNERS

Allstate
Capital One Bank
The Meadows Foundation
TPR Foundation
JP Morgan Chase
BVA
Compass
The Trull Foundation
DX
OPEN SOCIETY FOUNDATIONS
THE KRESGE FOUNDATION
WELLS FARGO
Legacy Foundation

CLICK HERE TO VIEW FULL LIST OF COUNTY & CITY PARTNERS
### VIDA Staff

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Priscilla Dinn Alvarez</td>
<td>Executive Director</td>
<td><a href="mailto:palvarez@vidacareers.org">palvarez@vidacareers.org</a></td>
</tr>
<tr>
<td>Irma García</td>
<td>Compliance Officer</td>
<td><a href="mailto:igarcia@vidacareers.org">igarcia@vidacareers.org</a></td>
</tr>
<tr>
<td>Daniel Mena</td>
<td>Accounting Manager</td>
<td><a href="mailto:dmena@vidacareers.org">dmena@vidacareers.org</a></td>
</tr>
<tr>
<td>Janie Rea</td>
<td>Communications and Outreach Manager</td>
<td><a href="mailto:jra@vidacareers.org">jra@vidacareers.org</a></td>
</tr>
<tr>
<td>Laura Lopez</td>
<td>Senior Career Counselor-Program Manager</td>
<td><a href="mailto:llopez@vidacareers.org">llopez@vidacareers.org</a></td>
</tr>
<tr>
<td>Ruben Garcia</td>
<td>Career Counselor-Case Manager</td>
<td><a href="mailto:rgarcia@vidacareers.org">rgarcia@vidacareers.org</a></td>
</tr>
<tr>
<td>Norberto García</td>
<td>Career Counselor-Case Manager</td>
<td><a href="mailto:ngarcia@vidacareers.org">ngarcia@vidacareers.org</a></td>
</tr>
<tr>
<td>San Juanita Sanchez</td>
<td>Executive Assistant</td>
<td><a href="mailto:sjuanita@vidacareers.org">sjuanita@vidacareers.org</a></td>
</tr>
<tr>
<td>Jessica Tristan</td>
<td>Accounting Specialist</td>
<td><a href="mailto:jtristan@vidacareers.org">jtristan@vidacareers.org</a></td>
</tr>
<tr>
<td>Martha Morales</td>
<td>Case Aide</td>
<td><a href="mailto:mmorales@vidacareers.org">mmorales@vidacareers.org</a></td>
</tr>
<tr>
<td>Jolynda Arriaga</td>
<td>Career Counselor-Case Manager</td>
<td><a href="mailto:jarriaga@vidacareers.org">jarriaga@vidacareers.org</a></td>
</tr>
</tbody>
</table>

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**Sidebar**

Please go to Appearance → Widgets and add some widgets to your sidebar.
“Impacting Sustainable Economic Growth In The Region... One VIDA At A Time”
To formulate new institutional relationships in the Rio Grande Valley that simultaneously address employers' needs for skilled workers and link the area's unemployed and underemployed with high skilled, high wage jobs identified in the region. VIDA works closely with the business sector, training providers, and community-based organizations to develop a skilled workforce that will meet the demands of employers in the Rio Grande Valley.

Nonprofit Organization
VIDA's mission is to stimulate regional economic growth by investing in its most precious asset: the Valley's human capital. By empowering the economically disadvantaged adults in our region with the tools (education and training) to become self-sufficient, we are able to move people out of poverty into family sustaining career employment, and to contribute to the area's economic engine.

Without a highly educated and skilled workforce, the RGV would be lacking a core component to sustainable economic growth.

No other investment yields as great a return as the investment in education. An educated workforce is the foundation of every community and the future of every economy.

Brad Henry
American Politician
VIDA is now taking in applications for Weslaco residents interested in pursuing a tech major. We are ready to get you back in school!

NEED MONEY FOR COLLEGE?

DON'T MISS OUT ON THIS OPPORTUNITY OF A LIFE TIME!
Weslaco has partnered with VIDA to help you with tuition, books, a gas allowance, and childcare assistance (based on availability of funds).

SLOTS AVAILABLE FOR WESLACO RESIDENTS!!

NOW ACCEPTING APPLICATIONS FOR:
- Cyber Security
- Computer Information Systems
- Computer Specialist
- Computer Science
- Networking Specialist
- Computer Networking & Security Technology
- Computer Web Development

For more information visit our VIDA website or call
WWW.VIDACAREERS.ORG 1(800)478-1770

Hi VIDA! Could you please post the winners for your raffle?

1 Like 2 Comments
Like Comment
Valley Initiative for Development and Advancement - VIDA

Valley Initiative for Development and Advancement - VIDA
is at State Senator Juan Hinojosa.
November 20, 2017 - McAllen, TX

VIDA student Juan Ozuna and our Executive Director Priscilla Alvarez met today with State Senator Hinojosa to discuss VIDA's work with local veterans.

#VIDAforVeterans
VIDA’s biannual raffles are an important part of our fundraising efforts but this year’s raffles are especially important because proceeds will be used to sustain some of our students that recently lost their funding source. The generous support of our friends in the community makes this possible!

THANK YOU TO OUR SPONSORS

Thank you for supporting our effort to move people out of poverty! VIDA could not have done it without you.
RGV Literacy Center:
The Rio Grande Valley Literacy Center strives to enhance the quality of family life, build individual potential, bring divergent cultures together, improve the economic health of our community, and bring about systemic change through education. Our goal is to offer low-cost, basic adult education classes, especially in the areas of ESL (English Second Language), and classes for those who wish to prepare for the GED exam (English or
The Community Council of the Rio Grande Valley (2-1-1):
The Community Council of the Rio Grande Valley, Inc. provides the following services:
2-1-1 – Comprehensive information and referral center on health and human services for Cameron, Hidalgo, Starr and Willacy Counties.

• Health and Human Services Directory, also known as the “Blue Book”.

• AIC (Area Information Center) – Part of a statewide network of
information and referral services.

- Special Needs Registry – During hurricane season, persons with special health care needs can register through 211 for transportation evacuation routes, rest areas and to find out if you live in an evacuation zone.

- Offers public education, presentations on health and human services. Offers information on volunteer opportunities in the community.

- Summer Food Program. Summer Food Service Program (SFSP) provides children with the same nutritious meals that they receive during the school year.

- Texas Military Family Access Project (TMFAP). Financial assistance (rent, utility, mortgage), food, transportation, marital problems, anger management, depression and anxiety, child care, legal services, medical care, drug and alcohol treatment, post-traumatic (PTSD), home
modifications for recovering Wounded Warriors, and other services unique to military deployment.

- Child Care is a support service for parents who work, attend school, or participate in job training.

Hours:
Office hours: Mon – Fri 8:00am – 5:00pm;
2-1-1
Texas Hours: 24/7 days a week.
Area(s) Served: Cameron, Hidalgo, Willacy

Their phone number is 211

www.ccrgv.org

Mujeres Unidas-Women Together
Mission Statement
It is the Mission of Mujeres Unidas-Women Together to provide shelter and programs for women, men and children who are victims of domestic violence and sexual assault.
TO ACCOMPLISH THIS MISSION WOMEN TOGETHER EXIST TO:

- Provide emergency shelter to women and their children who fear they are in danger of domestic abuse.
- Provide programs which meet the immediate physical and emotional needs of clients.
- Provide programs for clients which will help curb the cycle of abuse.
- Provide programs to increase public awareness of domestic violence, sexual assault and to address issues relating to prevention.
- Provide counseling and support services to sexual assault victims.

www.MujeresUnidas.org/

Workforce Solutions
Workforce Solutions (WFS), under the direction of the Texas Workforce
Commission (TWC), is one of 28 local workforce development boards located throughout the state. This workforce development board serves Starr, Hidalgo and Willacy counties through a network of partners. The primary goal of TWC and the 28 local workforce development boards is to respond to the needs of Texas employers and workers through locally designed market-driven workforce development initiatives.

WFS’ mission statement is: To provide job seekers with the skills, and business with the talent, they need to be successful. Furthermore, WFS is guided by three Key Strategic Imperatives:

1. Understand the needs of the business community to ensure a demand-driven system,
2. Prepare a job-ready workforce and foster external partnerships that promote educational and skill attainment, and
3. Build strategic partnerships to leverage resources for our customers.

WFS is governed by a group of four Chief Elected Officials (CEOs) and a Board of Directors (BoDs). The group of CEOs is comprised of the three currently elected County Judges and the Mayor of the most populated city, while the BoDs consists of 25
members representative of the private sector, as well as education, community based organizations, labor, vocational rehabilitation, public assistance, and employment services.

www.WFSolutions.org/

The Salvation Army-McAllen
In a world that seems threatening and devoid of promise for many, The Salvation Army of McAllen provides a tangible measure of hope. The Salvation Army offers people of all ages what they need and want most; someone who will respect and listen to them.

Need knows no season and The Salvation Army is more than a holiday charity. Those red kettles help us provide help and hope to individuals year round. See how we’re doing the most good in your own back yard.

The following assistance is available to Hidalgo County residents who qualify. Certain requirements may be necessary in order to apply.
• Clothing
• Food Pantry
• Hygiene
• Furniture
• Rental and Mortgage
• Utilities
• McAllen Bus Ticket
• Soup Kitchen
• Emergency Disaster Services

www.uss.salvationarmy.org

Powered by WordPress and zeeMagazine.
BUSINESS ORGANIZATIONS INQUIRY - VIEW ENTITY

Filing Number: 137335201
Entity Type: Domestic Nonprofit Corporation

Original Date of Filing: October 9, 1995
Entity Status: In existence

Formation Date: N/A
Non-Profit Type: N/A

Tax ID: 17427689314
FEIN:

Duration: Perpetual

Name: VALLEY INITIATIVE FOR DEVELOPMENT AND ADVANCEMENT

Address: 1715 E PIKE BLVD
WESLACO, TX 78596-5026 USA

Instructions:
To place an order for additional information about a filing press the 'Order' button.
## Franchise Tax Account Status

As of: 02/21/2018 16:57:28

This Page is Not Sufficient for Filings with the Secretary of State

<table>
<thead>
<tr>
<th>VALLEY INITIATIVE FOR DEVELOPMENT AND ADVANCEMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Texas Taxpayer Number</strong></td>
</tr>
<tr>
<td><strong>Mailing Address</strong></td>
</tr>
<tr>
<td>Right to Transact Business in Texas</td>
</tr>
<tr>
<td><strong>State of Formation</strong></td>
</tr>
<tr>
<td><strong>Effective SOS Registration Date</strong></td>
</tr>
<tr>
<td><strong>Texas SOS File Number</strong></td>
</tr>
<tr>
<td><strong>Registered Agent Name</strong></td>
</tr>
<tr>
<td><strong>Registered Office Street Address</strong></td>
</tr>
</tbody>
</table>
According to the records of the Comptroller of Public Accounts, the following exemption(s) from Texas taxes apply to the above organization(s):

- Franchise tax, as of 10-09-1995
- Sales and use tax, as of 10-09-1995
  (provide Texas sales and use tax exemption certificate Form 01-339 (Back) to vendor)
- The entity is not exempt from hotel occupancy tax.

Texas taxpayer identification number: 17427689314

This exemption verification is not a substitute for the completed exemption certificates that are required when claiming exemption from Texas taxes. Vendors should be familiar with the requirements for accepting the certificates in good faith from their customers.

This exemption verification does not mean that the organization holds a permit for collecting or remitting any Texas taxes.

Exempt organizations must collect tax on most sales. For more information, please see our publication Exempt Organizations: Sales and Purchases (96-122). Online registration is available.

For information concerning sales taxpayer permit status, please use the vendor search we provide online.

Corporations that are registered in Texas with the Secretary of State must maintain a current registered agent and registered office address. Information is available from Business and Nonprofit Forms page of the Secretary of State's Website. Additionally, out-of-state corporations, limited liability companies, or limited partnerships transacting business in Texas may need to file a Certificate of Authority or Registration with the Texas Secretary of State. More information is available from the Foreign or Out-of-State Entities page on the Secretary of State's Website.

Our publications and other helpful information are available on our website. If you need more information, write to us at exempt.orgs@cpa.texas.gov, or call us at (800) 252-5555.
### 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].

<table>
<thead>
<tr>
<th>1. Environmental Site Assessment (ESA) (All Multifamily Applications)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Prepared by: Phase Engineering</td>
<td>Date of Report: 2/15/2018</td>
</tr>
<tr>
<td>![X] Report recommends further studies or establishes environmental hazards that currently exist on the Property or off-site with the potential to affect the Property.</td>
<td></td>
</tr>
<tr>
<td>![X] If the above box is checked, a statement is provided behind this tab signed by the Development Owner, that certifies the Development Owner will comply with any and all recommendations made by the ESA preparer.</td>
<td></td>
</tr>
<tr>
<td>Development is funded by USDA and is not required to supply an ESA.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2. Environmental Clearance (Section 811 PRA and Direct Loan applications only)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>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.</td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td></td>
</tr>
<tr>
<td>![ ] 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.</td>
<td></td>
</tr>
<tr>
<td>![ ] Applicant has submitted an environmental packet to TDHCA and determination is pending.</td>
<td></td>
</tr>
<tr>
<td>![ ] 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.</td>
<td></td>
</tr>
<tr>
<td>![ ] MFDL Development has already received Environmental Clearance from HUD under 24 CFR Parts 50 or 58.</td>
<td></td>
</tr>
<tr>
<td>![ ] Documentation of HUD Environmental Clearance is included behind this tab.</td>
<td></td>
</tr>
<tr>
<td>![ ] Applicant has submitted an environmental packet to TDHCA and clearance is pending.</td>
<td></td>
</tr>
<tr>
<td>![ ] Applicant has reviewed the environmental clearance materials available on the Department’s website and understands that clearance must be received prior to closing on the loan. <a href="http://www.tdhca.state.tx.us/program-services/environmental/index.htm">http://www.tdhca.state.tx.us/program-services/environmental/index.htm</a></td>
<td></td>
</tr>
<tr>
<td>![X] A Third Party will aid in the completion of the environmental clearance process. If checked, complete the following:</td>
<td></td>
</tr>
<tr>
<td>Name of Firm: Phase Engineering</td>
<td></td>
</tr>
<tr>
<td>Contact Person: Tracy Watson</td>
<td></td>
</tr>
<tr>
<td>Contact Telephone: (210) 997-4056</td>
<td>Email: <a href="mailto:tracy@phaseengineering.com">tracy@phaseengineering.com</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3. Primary Market Area Map</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>![X] Primary Market Area (PMA) map with definition of PMA is included behind this tab.</td>
<td></td>
</tr>
<tr>
<td>Prepared by: Affordable Housing Analysts</td>
<td>Date of Report: 2/23/2018</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>4. Property Condition Assessment (PCA)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Prepared by: N/A</td>
<td>Date of Report:</td>
</tr>
</tbody>
</table>

The 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.
<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>5. Appraisal</td>
<td></td>
</tr>
<tr>
<td>Prepared by:</td>
<td>N/A</td>
</tr>
<tr>
<td>6. Site Design and Development Feasibility Report</td>
<td></td>
</tr>
<tr>
<td>Prepared by:</td>
<td>Melden &amp; Hunt</td>
</tr>
</tbody>
</table>
February 23, 2018

Texas Department of Housing and Community Affairs
221 E. 11th Street
Austin TX 78701

RE: Midway Villas (18208) ESA Statement

To Whom It May Concern:

In accordance with the Multi-family Rules regarding the Environmental Site Assessment ("ESA"), please accept this letter to serve as a statement from the proposed Owner that additional assessments identified in the ESA will be performed prior to closing.

Sincerely,

TGO Midway Villas 18 LP (tbf)

By: TGO Midway Villas GP, LLC, general partner

By: Texas Grey Oaks, LLC, Managing Member

By: ____________________________

Steve Lollis, Manager
Geographies Selected:

<table>
<thead>
<tr>
<th>Geocode/ ID</th>
<th>State</th>
<th>County</th>
<th>MCD</th>
</tr>
</thead>
<tbody>
<tr>
<td>48215022201</td>
<td>Texas</td>
<td>Hidalgo County</td>
<td>Southeast Hidalgo CCD</td>
</tr>
<tr>
<td>48215022203</td>
<td>Texas</td>
<td>Hidalgo County</td>
<td>Southeast Hidalgo CCD</td>
</tr>
<tr>
<td>48215022204</td>
<td>Texas</td>
<td>Hidalgo County</td>
<td>Southeast Hidalgo CCD</td>
</tr>
<tr>
<td>48215022300</td>
<td>Texas</td>
<td>Hidalgo County</td>
<td>Southeast Hidalgo CCD</td>
</tr>
<tr>
<td>48215022401</td>
<td>Texas</td>
<td>Hidalgo County</td>
<td>Southeast Hidalgo CCD</td>
</tr>
<tr>
<td>48215022402</td>
<td>Texas</td>
<td>Hidalgo County</td>
<td>Southeast Hidalgo CCD</td>
</tr>
<tr>
<td>48215022501</td>
<td>Texas</td>
<td>Hidalgo County</td>
<td>Southeast Hidalgo CCD</td>
</tr>
<tr>
<td>48215022502</td>
<td>Texas</td>
<td>Hidalgo County</td>
<td>Southeast Hidalgo CCD</td>
</tr>
<tr>
<td>48215022600</td>
<td>Texas</td>
<td>Hidalgo County</td>
<td>Southeast Hidalgo CCD</td>
</tr>
<tr>
<td>48215022701</td>
<td>Texas</td>
<td>Hidalgo County</td>
<td>Southeast Hidalgo CCD</td>
</tr>
<tr>
<td>48215022702</td>
<td>Texas</td>
<td>Hidalgo County</td>
<td>Southeast Hidalgo CCD</td>
</tr>
<tr>
<td>48215022900</td>
<td>Texas</td>
<td>Hidalgo County</td>
<td>Southeast Hidalgo CCD</td>
</tr>
<tr>
<td>48215023103</td>
<td>Texas</td>
<td>Hidalgo County</td>
<td>Southeast Hidalgo CCD</td>
</tr>
<tr>
<td>48215023104</td>
<td>Texas</td>
<td>Hidalgo County</td>
<td>Southeast Hidalgo CCD</td>
</tr>
</tbody>
</table>
Multifamily Finance Division staff will place scanned copies of deficiency documents behind this tab in the application .pdf
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. Opportunity Index: I don’t find the location of Knapp Medical Center included on the map of amenities. Additionally, I don’t find evidence of services provided by Valley Care Center, however, it is included on the map of amenities.

2. Site Information Form Part III: Please complete section 3 regarding the ingress/egress.

3. List of Organizations and Principals: Deborah J. Welchel is stated as having previous TDHCA experience on the List of Organizations and Principals. This does not agree with the Previous Participation form. Please clarify whether she has TDHCA experience and revise the appropriate exhibit.

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 June 18, 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.

Liz Cline-Rew
Multifamily Finance Housing Specialist
Texas Department of Housing and Community Affairs
221 E. 11th Street | Austin, TX 78701
Office: 512.475.3227
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)).
Via Serv-U Portal

June 11, 2018

Liz Cline-Rew
Multifamily Finance Housing Specialist
Texas Department of Housing and Community Affairs
221 E. 11th Street
Austin, Texas 78701

Re: TDHCA No. 18208 – Midway Villas

Dear Liz,

The following is in response to your Administrative Deficiency Notice dated 06/11/18 for information in connection with your Eligibility/Selection/Threshold review of the above-described application.

1. Opportunity Index: I don’t find the location of Knapp Medical Center included on the map of amenities. Additionally, I don’t find evidence of services provided by Valley Care Center, however, it is included on the map of amenities.

   Response: Attached please find the location of Knapp Medical Center plotted on the 3-mile map. Attached please also find the services provided by Valley Care Center.

2. Site Information Form Part III: Please complete section 3 regarding the ingress/egress.

   Response: Attached please find updated Tab 11-Site Information Part III.

3. List of Organizations and Principals: Deborah J. Welch is stated as having previous TDHCA experience on the List of Organizations and Principals. This does not agree with the Previous Participation form. Please clarify whether she has TDHCA experience and revise the appropriate exhibit.

   Response: Attached please find updated Tab 38-List of Organ. & Principals.

Thank you for allowing us the opportunity to clarify the described administrative deficiencies. In the event you have any additional questions or comments, please feel free to contact us.

Sincerely,

Donna Rickenbacker

cc: Steve Lollis (Via Email)
Welcome to Valley Care Clinics

Valley Care Clinics offer high quality primary medical care, health maintenance checks and minor surgery to residents of the Rio Grande Valley. The medical staff at all Valley Care Clinics locations encourages personal relationships between doctor and patient. With convenient hours and easy-to-reach locations, Valley Care Clinics can provide the exceptional medical care you need.
Doctors Overview

- Family Medicine
- General Surgery
- Hospitalist
- Neurology
- Neurosurgery & Spine
- Obstetrics & Gynecology
- Orthopedic Surgery
- Plastic Surgery
- Psychiatry
- Trauma Surgery
- Weight-loss Surgery
Welcome to Valley Care Clinics

- Cardiology
- Cardiothoracic Surgery
- Electrophysiology
- Family Medicine
- General Surgery
- Hospitalists
- Interventional Cardiology
- Neurology
- Neurosurgery
- Obstetrics and Gynecology
- Orthopedic Surgery
- Peripheral Vascular Services
- Plastic Surgery
- Psychiatry
- Vein and Circulation Services
- Weight-Loss Surgery
Valley Care Clinics

Providers with Valley Care Clinics deliver high quality family medicine, health screenings and advanced specialized care to the people of the Rio Grande Valley. With locations Valley-wide, you and your family are invited to become part of ours.

<table>
<thead>
<tr>
<th>Cardiology</th>
<th>Cardiothoracic Surgery</th>
<th>Electrophysiology</th>
<th>Family Medicine</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Surgery</td>
<td>Hospitalists</td>
<td>Interventional Cardiology</td>
<td>Neurology</td>
</tr>
<tr>
<td>Neurosurgery</td>
<td>Obstetrics and Gynecology</td>
<td>Orthopedic Surgery</td>
<td>Peripheral Vascular</td>
</tr>
<tr>
<td>Plastic Surgery</td>
<td>Psychiatry</td>
<td>Vein and Circulation Services</td>
<td>Weight-Loss Surgery</td>
</tr>
</tbody>
</table>
Family Medicine services are provided at this location, including pediatric care.
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>4.613</td>
<td>4.613</td>
<td></td>
<td>4.613</td>
</tr>
</tbody>
</table>

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

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

2. **Site Control - §10.204(10)**

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

<table>
<thead>
<tr>
<th>Entity Name</th>
<th>Contact Name</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rosa Maria Valdez/Jose Gonzalez/Rafaela Gonzalez</td>
<td>same</td>
<td>3301 S. Airport Dr.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
<th>Date of Last Sale</th>
</tr>
</thead>
<tbody>
<tr>
<td>Weslaco</td>
<td>TX</td>
<td>78596</td>
<td>3/24/2014</td>
<td></td>
</tr>
</tbody>
</table>

Is the seller affiliated with the Applicant, Principal, sponsor, or any Development Team member? **No**

If "Yes," please explain: ___________.

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

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Relationship</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rosa Maria Valdez</td>
<td>None</td>
</tr>
<tr>
<td>Jose Gonzalez</td>
<td>None</td>
</tr>
<tr>
<td>Rafaela Gonzalez</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: ___________ Anticipated Closing Date: ___________

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.
4. **30% increase in Eligible Basis "Boost" (9% and 4% HTC Only) - §11.4(c)**

Development qualifies for the boost for:

- [ ] Qualified Census tract that has less than 20% HTC Units per household
- [ ] Development is located in a Small Area Difficult Development Area (SADDA)
- [ ] Rural Development *(Competitive HTC only)*
- [ ] Development is entirely Supportive Housing *(Competitive HTC Only)*
- [X] Development meets the criteria for the Opportunity Index as identified in §11.9(c)(4) of the Qualified Allocation Plan *(Competitive HTC only)*
- [ ] Development 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: ___________________________
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 or remaining sub-entity would be natural persons. Organizations that are Developers and/or Guarantors must also be listed on this form as must a organization (and natural person whose ownership interest in an applicable entity is direct instead of via membership in an organization) that will receive more than 10% of the developer fee. (Note - Entity Names, Principals, and ownership percentage should coincide with the Owner and Developer Organization Charts)

<table>
<thead>
<tr>
<th>Applicant Legal Name:</th>
<th>TGO Midway Villas 18 LP (tbf)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>710 N. Post Oak Rd., Ste. 400</td>
</tr>
<tr>
<td>City:</td>
<td>Houston</td>
</tr>
<tr>
<td>State:</td>
<td>TX</td>
</tr>
<tr>
<td>Zip:</td>
<td>77024</td>
</tr>
<tr>
<td>Name(s) of Entities the Organization Owns or Controls:</td>
<td>Applicant</td>
</tr>
<tr>
<td>Organization legally formed?</td>
<td>No</td>
</tr>
<tr>
<td>Date formed:</td>
<td>N/A</td>
</tr>
<tr>
<td>Legal Org is or will be:</td>
<td>Limited Partnership</td>
</tr>
<tr>
<td>Previous TDHCA Experience?</td>
<td>Yes</td>
</tr>
<tr>
<td>Phone:</td>
<td>(713) 875-9456</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:steve@texasgreyoaks.com">steve@texasgreyoaks.com</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Org. 1 Organization Legal Name:</th>
<th>TGO Midway Villas GP LLC (tbf)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>710 N. Post Oak Rd., Ste. 400</td>
</tr>
<tr>
<td>City:</td>
<td>Houston</td>
</tr>
<tr>
<td>State:</td>
<td>TX</td>
</tr>
<tr>
<td>Zip:</td>
<td>77024</td>
</tr>
<tr>
<td>Name(s) of Entities the Organization Owns or Controls:</td>
<td>Applicant</td>
</tr>
<tr>
<td>Organization legally formed?</td>
<td>No</td>
</tr>
<tr>
<td>Date formed:</td>
<td>N/A</td>
</tr>
<tr>
<td>Legal Org is or will be:</td>
<td>Limited Liability Company</td>
</tr>
<tr>
<td>Previous TDHCA Experience?</td>
<td>No</td>
</tr>
<tr>
<td>Phone:</td>
<td>7138759456</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:steve@texasgreyoaks.com">steve@texasgreyoaks.com</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>List of Sub-Entities or Principals:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Texas Grey Oaks, LLC</td>
</tr>
<tr>
<td>TDHCA Experience:</td>
</tr>
<tr>
<td>2. DJWelchel Consulting</td>
</tr>
<tr>
<td>TDHCA Experience:</td>
</tr>
<tr>
<td>3.</td>
</tr>
<tr>
<td>4.</td>
</tr>
<tr>
<td>TDHCA Experience:</td>
</tr>
<tr>
<td>5.</td>
</tr>
<tr>
<td>TDHCA Experience:</td>
</tr>
<tr>
<td>6.</td>
</tr>
<tr>
<td>TDHCA Experience:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Org. 2 Organization Legal Name:</th>
<th>Texas Grey Oaks, LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>710 N. Post Oak Rd., Ste. 400</td>
</tr>
<tr>
<td>City:</td>
<td>Houston</td>
</tr>
<tr>
<td>State:</td>
<td>TX</td>
</tr>
<tr>
<td>Zip:</td>
<td>77024</td>
</tr>
<tr>
<td>Name(s) of Entities the Organization Owns or Controls:</td>
<td>Org. 1/Developer/Guarantor</td>
</tr>
<tr>
<td>Organization legally formed?</td>
<td>Yes</td>
</tr>
<tr>
<td>Date formed:</td>
<td>2/10/2009</td>
</tr>
<tr>
<td>Legal Org is or will be:</td>
<td>Limited Liability Company</td>
</tr>
<tr>
<td>Previous TDHCA Experience?</td>
<td>Yes</td>
</tr>
<tr>
<td>Phone:</td>
<td>7138759456</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:steve@texasgreyoaks.com">steve@texasgreyoaks.com</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>List of Sub-Entities or Principals:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Steve Lollis</td>
</tr>
<tr>
<td>TDHCA Experience:</td>
</tr>
<tr>
<td>2.</td>
</tr>
<tr>
<td>TDHCA Experience:</td>
</tr>
<tr>
<td>3.</td>
</tr>
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<td>TDHCA Experience:</td>
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<td>TDHCA Experience:</td>
</tr>
<tr>
<td>5.</td>
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<td>TDHCA Experience:</td>
</tr>
<tr>
<td>6.</td>
</tr>
<tr>
<td>TDHCA Experience:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Org. 3 Organization Legal Name:</th>
<th>DJWelchel Consulting</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>21518 Patton Avenue</td>
</tr>
<tr>
<td>City:</td>
<td>Lago Vista</td>
</tr>
<tr>
<td>State:</td>
<td>TX</td>
</tr>
<tr>
<td>Zip:</td>
<td>78645</td>
</tr>
<tr>
<td>Name(s) of Entities the Organization Owns or Controls:</td>
<td>Org. 1/Developer</td>
</tr>
<tr>
<td>Organization legally formed?</td>
<td>No</td>
</tr>
<tr>
<td>Date formed:</td>
<td>DBA</td>
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<tr>
<td>Legal Org is or will be:</td>
<td></td>
</tr>
<tr>
<td>Previous TDHCA Experience?</td>
<td>No</td>
</tr>
<tr>
<td>Phone:</td>
<td>5126710000</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:dwelchel@uahmgt.com">dwelchel@uahmgt.com</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>List of Sub-Entities or Principals:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Deborah J. Welchel</td>
</tr>
<tr>
<td>TDHCA Experience:</td>
</tr>
<tr>
<td>2.</td>
</tr>
<tr>
<td>TDHCA Experience:</td>
</tr>
<tr>
<td>3.</td>
</tr>
<tr>
<td>TDHCA Experience:</td>
</tr>
<tr>
<td>4.</td>
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<tr>
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</tr>
<tr>
<td>5.</td>
</tr>
<tr>
<td>TDHCA Experience:</td>
</tr>
<tr>
<td>6.</td>
</tr>
<tr>
<td>TDHCA Experience:</td>
</tr>
</tbody>
</table>
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.

The development includes elevator served buildings, yet all of the accessible mobility and hearing/visual units appear to be on the first floor. The accessible units should be distributed throughout the development, including floors.

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 June 26, 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)).
Via Serv-U Portal

June 20, 2018

Nicole Fisher
Multifamily Finance Housing Specialist
Texas Department of Housing and Community Affairs
221 E. 11th Street
Austin, Texas 78701

Re: TDHCA No. 18208 – Midway Villas

Dear Nicole,

The following is in response to your Administrative Deficiency Notice dated 06/19/18 for information in connection with your Eligibility/Selection/Threshold review of the above-described application.

1. The development includes elevator served buildings, yet all of the accessible mobility and hearing/visual units appear to be on the first floor. The accessible units should be distributed throughout the development, including floors.

   Response: Attached please find the updated architectural tax credit package distributing the accessible mobility and hearing/visual units throughout the development and each of the floors.

Thank you for allowing us the opportunity to clarify the described administrative deficiencies. In the event you have any additional questions or comments, please feel free to contact us.

Sincerely,

Donna Rickenbacker

cc: Steve Loilis (Via Email)
MIDWAY VILLAS
A Seniors Community

MUCASEY & Associates
Architects
4808 Gibson, Suite 200
Houston, Texas 77007
Tel. (713) 521-1233
Fax (713) 520-1904
Job No. 1819
CONTENTS

Midway Villas

Project Summary
Site Plan
Typical Elevation
Amenity Center Floor Plan
Unit "A1" Floor Plan
Unit "A2" Floor Plan
Unit "A3 H.C." Floor Plan
Unit "B1" Floor Plan
Unit "B2" Floor Plan
Unit "B3 H.C." Floor Plan
Building Plans
Exterior Elevations
Grill House Floor Plan and Elevations
# Project Summary

## Apartments:

<table>
<thead>
<tr>
<th>Type</th>
<th>Description</th>
<th>Qty</th>
<th>Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>A1</td>
<td>One Bedroom, 1 Bath</td>
<td>42</td>
<td>700 s.f.</td>
</tr>
<tr>
<td>A2</td>
<td>One Bedroom, 1 Bath</td>
<td>37</td>
<td>777 s.f.</td>
</tr>
<tr>
<td>A3</td>
<td>One Bedroom, 1 Bath</td>
<td>5</td>
<td>777 s.f.</td>
</tr>
</tbody>
</table>

**Total One Bedroom Units:** 84 Units

<table>
<thead>
<tr>
<th>Type</th>
<th>Description</th>
<th>Qty</th>
<th>Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>B1</td>
<td>Two Bedroom, 2 Bath</td>
<td>18</td>
<td>943 s.f.</td>
</tr>
<tr>
<td>B2</td>
<td>Two Bedroom, 2 Bath</td>
<td>16</td>
<td>1,014 s.f.</td>
</tr>
<tr>
<td>B3</td>
<td>Two Bedroom, 2 Bath</td>
<td>2</td>
<td>1,014 s.f.</td>
</tr>
</tbody>
</table>

**Total Two Bedroom Units:** 36 Units

**Apartments Net Rentable Total:** 120 Units | 97,260 s.f.

**Grille House:** 623 s.f.

**Amenity Center:** 6,041 s.f.

**Rentable Storage:** 365 s.f.

**Apartment Patio / Balcony:** 7,026 s.f.

**Total Breezeway & Stairs:** 20,725 s.f.

**Other Support Areas:** 4,075 s.f.

**Project Total:** 136,115 s.f.

## Parking:

- Parking required:
  - 84 One bedroom Units at 1.5 cars/unit = 126 cars
  - 36 Two bedroom Units at 1.75 cars/unit = 63 cars
  - Total Parking Required: 189 cars

<table>
<thead>
<tr>
<th>Van Type</th>
<th>Accessible</th>
<th>H.C.</th>
<th>Standard Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Open Parking (secured):</td>
<td>2</td>
<td>10</td>
<td>166</td>
</tr>
<tr>
<td>Amenity Parking (non-secured):</td>
<td>1</td>
<td>0</td>
<td>10</td>
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</tbody>
</table>

**Total Parking Provided:** 189 cars

## Building Matrix:

- **Bldg. Type 1a (Bldg. #1):**
  - 12 A1 units
  - 10 A2 units
  - 3 A3 HC units
  - 3 B1 units
  - 12 B2 units
  - **38 Total units**

- **Bldg. Type 1b (Bldg. #2):**
  - 6 A1 units
  - 23 A2 units
  - 3 A3 HC units
  - 3 B1 units
  - 2 B2 units
  - **38 Total units**

- **Bldg. Type 1c (Bldg. #3):**
  - 6 A1 units
  - 4 A2 units
  - 2 A3 HC units
  - 3 B1 units
  - **21 Total units**

- **Bldg. Type 1d (Bldg. #4):**
  - 18 A1 units
  - 9 B1 units
  - 2 B2 units
  - 1 B3 HC unit
  - **24 Total units**

**Total: 136,115 s.f.**

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
Midway Villas
Mucasey & Associates, Architects

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
UNIT "A1" - One Bedroom, 1 Bath

Midway Villas
Mucasey & Associates, Architects

700 s.f.

(Fair Housing Accessible)

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
UNIT "A2" - One Bedroom, 1 Bath

Midway Villas
Mucasey & Associates, Architects

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.

777 s.f. (Fair Housing Accessible)
UNIT "A3" - One Bedroom, 1 Bath

Midway Villas
Mucasey & Associates, Architects

ANSI/UFAS ACCESSIBLE  777 s.f.

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
UNIT "B1" - Two Bedroom, 2 Bath

Midway Villas
Mucasey & Associates, Architects

(943 s.f.)

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
UNIT "B2" - Two Bedroom, 2 Bath
Midway Villas
(Midway Villas (Fair Housing Accessible) 1,014 s.f.

Mucasey & Associates, Architects

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
UNIT "B3" - Two Bedroom, 2 Bath
Midway Villas
Mucasey & Associates, Architects

ANSI/UFAS ACCESSIBLE  1,014 s.f.

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
**BUILDING PLAN - First Floor**

*Midway Villas*

*Mucasey & Associates, Architects*

---

<table>
<thead>
<tr>
<th>Building Type 1a (BLDG#1)</th>
<th>Total Net Rentable Area</th>
<th>31,944 sq. ft.</th>
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</thead>
<tbody>
<tr>
<td>Total Patio/Balc. Area</td>
<td>2,264 sq. ft.</td>
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</tr>
<tr>
<td>Total Breezeway Area</td>
<td>5,741 sq. ft.</td>
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<tr>
<td>Other Support Areas</td>
<td>1,760 sq. ft.</td>
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<tr>
<td>Total Gross Building Area</td>
<td>41,729 sq. ft.</td>
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<table>
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<th>Total Net Rentable Area</th>
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<tr>
<td>Total Patio/Balc. Area</td>
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<tr>
<td>Storage</td>
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<tr>
<td>Total Breezeway Area</td>
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<tr>
<td>Amenity</td>
<td>6,041 sq. ft.</td>
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<tr>
<td>Other Support Areas</td>
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<td>Total Gross Building Area</td>
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<th>Total Net Rentable Area</th>
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<tbody>
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<td>Total Patio/Balc. Area</td>
<td>1,404 sq. ft.</td>
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<tr>
<td>Total Breezeway Area</td>
<td>4,747 sq. ft.</td>
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<td>Other Support Areas</td>
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<td>Total Gross Building Area</td>
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<table>
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<tr>
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<th>Total Net Rentable Area</th>
<th>15,429 sq. ft.</th>
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<tbody>
<tr>
<td>Total Patio/Balc. Area</td>
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</tr>
<tr>
<td>Total Breezeway Area</td>
<td>3,960 sq. ft.</td>
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<tr>
<td>Other Support Areas</td>
<td>532 sq. ft.</td>
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</tr>
<tr>
<td>Total Gross Building Area</td>
<td>21,141 sq. ft.</td>
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</tr>
</tbody>
</table>

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
Midway Villas
Mucasey & Associates, Architects

BUILDING PLAN -
Third Floor

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
ELEVATION 'A' - Partial

ELEVATION 'A'

ELEVATION 'A' Partial

Midway Villas
Mucasey & Associates, Architects

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
ELEVATION 'B' - Partial

ELEVATION 'B'

ELEVATION 'B' Partial

Midway Villas
Mucasey & Associates, Architects

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Midway Villas
Mucasey & Associates, Architects

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**ELEVATION 'C'**

VENEER:
- 60% PLASTER
- 15% SYNTHETIC STONE
- 25% FIBER CEMENT SIDING

**ELEVATION 'D'**

**ELEVATION 'E'**

Midway Villas
Mucasey & Associates, Architects
Midway Villas
Mucasey & Associates, Architects

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
GRILL HOUSE - Floor Plan & Elevations

Midway Villas
Mucasey & Associates, Architects

623 s.f.

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
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: 18208, Midway Villas

Section 1:
Score Requested by Applicant (Not including points for §11.9(c)(8) or (d)(1), (4), (5), (6) or (7) of the 2018 QAP): 120
Score Awarded by TDHCA (Not including points for §11.9(c)(8) or (d)(1), (4), (5), (6) or (7) of the 2018 QAP): 120
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): 153

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, Wednesday, June 27, 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
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