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 #18243
2222 Cleburne
Houston, 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: 2222 Cleburne

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.

2222 Cleburne, LP (tbf)

Applicant Entity Name

By:

Signature of Authorized Representative
Ann J. Robison

Printed Name
Ann J. Robison

Authorized Representative

Title

Date
February 20, 2018

Sworn to and subscribed before me on the day of February 20, 2018.

Notary Public Signature

Notary Public, State of TEXAS

County of HARRIS

My Commission Expires: 3/18/2018

Date

2/19/2018

8:44 PM
Required for Tax Exempt Bond Developments only

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

Development Name: **NOT APPLICABLE**

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

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

<table>
<thead>
<tr>
<th>Board Meeting Date</th>
<th>75 Day Deadline</th>
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</thead>
<tbody>
<tr>
<td>January 18, 2018</td>
<td>November 3, 2017</td>
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<tr>
<td>February 22, 2018</td>
<td>December 8, 2017</td>
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<tr>
<td>March 22, 2018</td>
<td>January 5, 2018</td>
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<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>
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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>
</tr>
</tbody>
</table>

☐ An Inducement Resolution has been approved by the Bond Issuer and a copy has been provided behind Tab 8.
The Certification, Acknowledgement, and Consent of Development Owner is included behind this tab.

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

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

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

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

Note: If any disclosures are indicated regarding §10.101(a)(3), submit the Undesirable Neighborhood Characteristics Report Packet (UNCR) located on the Department's website [http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm](http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm)
Development Owner Certification, Acknowledgement and Consent

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

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

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

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

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

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

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

The Development Owner is and will remain in compliance with state and federal laws, including but not limited to, fair housing laws, including Chapter 301, Property Code, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), the Fair Housing Amendments Act of 1988 (42 U.S.C. §§3601 et seq.), the Civil Rights Act of 1964 (42 U.S.C. §2000a et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. §§12101 et seq.), the Rehabilitation Act of 1973 (29 U.S.C. §§701 et seq.), Fair Housing Accessibility, the Texas Fair Housing Act; and the Development is designed consistent with the Fair Housing Act Design Manual produced by HUD, and the Texas Accessibility Standards. (§2306.257; §2306.6705(7))

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

All Applications proposing Rehabilitation (including Reconstruction) will be treated as substantial alteration, in accordance with 10 TAC Chapter 1, Subchapter B.

The Development Owner will establish a reserve account consistent with Tex. Gov’t Code §2306.186, and as further described in §10.404 of the Uniform Multifamily Rules, relating to Replacement Reserve Account requirements.

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

The Development Owner agrees to implement a plan to use Historically Underutilized Businesses (HUB) in the development process consistent with the Historically Underutilized Business Guidelines for contracting with the State of Texas. The Development Owner will be required to submit a report of the success of the plan as part of the cost certification documentation, in order to receive IRS Forms 8609 or, if the Development does not have Housing Tax Credits, release of retainage.
The Applicant will attempt to ensure that at least 30% of the construction and management businesses with which the Applicant contracts in connection with the Development are Minority Owned Businesses as further described in Tex. Gov’t Code §2306.6734.

The Development Owner will specifically market to veterans through direct marketing or contracts with veteran's organizations. The Development Owner will be required to identify how they will specifically market to veterans and report to the Department in the annual housing report on the results of the marketing efforts to veterans. Exceptions to this requirement must be approved by the Department.

**Accessibility Requirements**

The Development Owner understands that in accordance with Section 504 of the Rehabilitation Act of 1973 and implemented at 24 C.F.R. Part 8, if the Development includes the New Construction or substantial rehabilitation of multifamily units (4 or more units per building), at least five percent (5%) of all dwelling units will be designed and built to be accessible for persons with mobility impairments. A unit that is on an accessible route and is adaptable and otherwise compliant with the 2010 ADA Standards with the exceptions listed in “Nondiscrimination on the Basis of Disability in Federally Assisted Programs and Activities” (Federal Register 79 FR 29671) meets this requirement. In addition, at least two percent (2%) of all dwelling units will be designed and built to be accessible for persons with hearing or vision impairments.

The Development Owner understands that regardless of building type, all Units accessed by the ground floor or by elevator (“affected units”) must meet the requirements at 10 TAC §10.101(b)(8)(B).

The Development Owner certifies that all accessible Units under 10 TAC Chapter 1, Subchapter B, will be dispersed throughout the Development.

The Development Owner certifies that representations made in the Architect Certification are true and correct, and understands that the Department evaluation of architectural drawings may not include an assessment of accessibility. The Development Owner is responsible for any modifications necessary to meet accessibility requirements identified at the final construction inspection.
Unused Credit or Penalty Fee (select one box as applicable)

_____ The Applicant returned a full credit allocation after the Carryover Allocation deadline required for that allocation and is subject to the Unused Credit or Penalty Fee pursuant to §10.901(17) of the Uniform Multifamily Rules.

X _____ The Applicant certifies that no disclosure regarding §10.901(17) of the Uniform Multifamily Rules is necessary.

Termination of Relationship in an Affordable Housing Transaction (select one box as applicable)

_____ The Applicant has disclosed, in the Application, any Principal or any entity or Person in the Development ownership structure who was or is involved as a Principal in any other affordable housing transaction that has terminated, voluntarily or involuntarily, within the past 10 years or plans to or is negotiating to terminate their relationship with any other affordable housing development. The disclosure identified the person or persons and development involved, the identity of each other development and contact information for the other Principals of each such development, a narrative description of the facts and circumstances of the termination or proposed termination, and any appropriate supporting documents. The Applicant has read and understands §10.202(1)(M) of the Uniform Multifamily Rules related to such disclosure.

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

The Applicant certifies that, for any Development proposing New Construction or Reconstruction and located within the one-hundred (100) year floodplain as identified by the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps, the Development Site will be developed in full compliance with the National Flood Protection Act and all applicable federal and state statutory and regulatory requirements so that all finished ground floor elevations are at least one foot above the floodplain and parking and drive areas are no lower than six inches below the floodplain, subject to more stringent local requirements. The Applicant certifies that, floodplain maps will be used and the Development Site will comply with regulations as they exist at the time of commencement of construction. Applicant further certifies that, for any Development proposing Rehabilitation (excluding Reconstruction) that is not a HUD or TRDO-USDA assisted property, the Development Site is not located in the one-hundred year floodplain unless the existing structures already meet the requirements for New Construction or Reconstruction, as certified to by a Third Party engineer, or unless the state or
local government has undertaken and can substantiate sufficient mitigation efforts and such documentation is submitted in the Application.

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

___ 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 undesirable site feature and mitigation to be considered by staff and the Board is included in the Application.

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

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

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

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

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

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

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

Ann J. Robison

Printed Name

Authorized Representative of Applicant

Title

February 20, 2018

Date

THE STATE OF TEXAS §

COUNTY OF HARRIS §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 20th day of February, 2018

Notary Public Signature
Undesirable Neighborhood Characteristics Report ("UNCR") Packet

The purpose of the packet is to formalize the process in which Undesirable Neighborhood Characteristics are disclosed and the UNCR is submitted pursuant to 10 TAC §10.101(a)(3) of the Uniform Multifamily Rules. The packet may be submitted at pre-application (if applicable per 10 TAC §11.8(b) relating to Pre-Application Requirements) or at Application. Applicants who wish to submit a request for pre-determination prior to pre-application or Application are advised to review 10 TAC §10.101(a)(3) for additional guidance. Termination due to an Applicant’s own non-disclosure is not appealable as such appeal is in direct conflict with certifications made in the Application and within the control of the Applicant.

**My Development Site includes the following Undesirable Neighborhood Characteristic(s) (Check all that apply):**

- Development Site is located in a census tract has poverty rate above 40% for individuals (or 55% for Developments in regions 11 and 13).

- Development Site is located in a census tract or within 1,000 ft. of any census tract in an Urban Area and the rate of Part I violent crime is greater than 18 per 1,000 persons annually as reported on [https://www.neighborhoodscout.com/](https://www.neighborhoodscout.com/).

- Development Site is located within 1,000 ft. (measured from nearest boundary of the Site to the nearest boundary of blighted structure) of multiple vacant structures that have fallen into such significant disrepair, overgrowth, and/or vandalism that they would commonly be regarded as blighted or abandoned.

- Development Site is located within the attendance zones of an elementary school, a middle school, or a high school that does not have a Met Standard rating by the Texas Education Agency, based on the 2017 Accountability Ratings.

**Provide any comments or additional information in the box below, if applicable.**

Violent Crime Mitigation Report is attached. 2222 Cleburne is an Elderly Limitation development and therefore pursuant to 10.101(3)(B)(iv) the school quality does not apply.
Undesirable Neighborhood Characteristics Report:

I have submitted information for the items listed below, as such information might be considered to pertain to the Undesirable Neighborhood Characteristic disclosed, pursuant to 10 TAC §10.101(a)(3)(C) of the Uniform Multifamily Rules. Such information is included behind this page.

☒ Determination regarding neighborhood boundaries;

☒ Assessment of general land use in the neighborhood;

☒ Assessment concerning any of the features of the Undesirable Site Features present in the neighborhood, regardless of whether they are within the specified distances referenced in 10 TAC §10.101(a)(2);

☒ Assessment of the number of existing affordable rental units in the Primary Market Area (PMA), including comment on concentration based on the size of the PMA;

☒ Assessment of the percentage of households residing in the census tract that have household incomes equal to or greater than the median household income for the MSA or county where the Development site is located;

☒ Assessment of the number of market rate multifamily units in the neighborhood and their current rents and levels of occupancy;

☒ Assessment of school performance for each of the schools in the attendance zone containing the Development that did not achieve the Met Standard rating, for the previous two academic years, that includes the TEA Accountability Rating Report, a discussion of performance indicators and what progress has been made over the prior year, and the campus improvement plan in effect. If there is an update to the plan that shows progress made under the plan, provide the update. If no update is available, provide information from a school official that speaks to progress made under the plan as indicated in 10 TAC §10.101(a)(3)(D)(iv); and

☐ Additional information, if requested by the Department.

Provide any comments or additional information in the box below, if applicable.
Mitigation of the Undesirable Neighborhood Characteristic(s):

☒ I have provided information regarding mitigation of the above-mentioned Undesirable Neighborhood Characteristics, as applicable, pursuant to 10 TAC §10.101(a)(3)(D) of the Uniform Multifamily Rules and such information is included behind this page.

Waiver of the Undesirable Neighborhood Characteristic(s):

☐ I am requesting a waiver of the presence of the above-mentioned Undesirable Neighborhood Characteristics, as applicable, pursuant to 10 TAC §10.101(a)(3)(E) of the Uniform Multifamily Rules, on the basis that the Development is necessary to enable the state, a participating jurisdiction, or an entitlement community to comply with its obligation to affirmatively further fair housing, a HUD approved Conciliation Agreement, or a final and non-appealable court order. Documentation to that effect is included herein with the disclosure and waiver request.

Department Contacts:

9% HTC Applications: Sharon.Gamble@TDHCA.state.tx.us (9% Program Administrator)

4% HTC and Tax-Exempt Bond Applications: Teresa.Morales@TDHCA.state.tx.us (Multifamily Manager)

Direct Loan Only Applications: Andrew.Sinnott@TDHCA.state.tx.us (Multifamily Loan Programs Manager)

How to Submit the UNCR Packet:

- Email the UNCR Packet to the appropriate contact person (file size may not be greater than 4MB). Ensure that the packet was received;

Or

- Upload if a Serv-U Account has been set-up for the pre-application or Application and notify the appropriate contact person of the upload (refer to the Multifamily Programs Procedures Manual posted at http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm for an explanation of the process to set-up a Serv-U Account if needed);

Or

- Include the UNCR Packet behind tab 2 of the Uniform Multifamily Application.
Application #18243 2222 Cleburne

Undesirable Neighborhood Characteristics Report

2222 Cleburne (the “Apartment Development”) is a proposed Elderly Limitation development that will be located at 2222 Cleburne St, Houston, Texas (the “Development Site”). Pursuant to §10.101(a)(3) of the Multifamily Rules, 2222 Cleburne (the “Applicant”) has disclosed the following Undesirable Neighborhood Characteristic:

“The Development Site is located in a census tract or within 1,000 feet of any census tract in Urban Area and the rate of Part I violent crime is greater than 18 per 1,000 persons (annually) as reported on neighborhoodscout.com.”

The following summarizes the mitigation of the Undesirable Neighborhood Characteristic relevant to the Part I violent crime in the neighborhood. For purposes of our evaluation and mitigation we use two census tracts as the neighborhood (the “Neighborhood”): Census Tract 48201312700, the census tract containing the Development Site (“Site CT”) and Census Tract 48201312400 (“3124 CT”), located north of Site CT. (See 1,000 Foot Boundary Map Attached- Exhibit I) The boundaries for the Neighborhood border the campuses of Texas Southern University and University of Houston located southeast of the Neighborhood. The northern Neighborhood boundary is Elgin Street, the southern is Blodgett Street and the western is South Freeway/HWY 288. The Neighborhood is also a part of the Greater Third Ward Super Neighborhood. (See Neighborhood Boundary Map Attached- Exhibit II)

The Applicant believes the violent crime rate, according to Neighborhood Scout data, has been overstated, and that current crime reduction and population trends will mitigate this Undesirable Neighborhood Characteristic before the Apartment Development is placed in service. Further, the Development Site is located in an area with intense community engagement and significant ongoing revitalization efforts by the City of Houston, and local residents, businesses and community leaders.

The predominant land use of the Neighborhood is single-family residential, which comprises about 61 percent of the housing in the two census tracts. (See Land Use Map of Third Ward Super Neighborhood Attached- Exhibit III and American Fact Finder Data: Households 2016 ACS Attached- Exhibit IV) The immediate area of the Neighborhood also has commercial and multi-family residential developments. A majority of the multi-family housing in the Neighborhood is less than 10 units.

The Neighborhood is located in the Third Ward. The City of Houston has designated the Third Ward as a “Complete Community” priority area, one of five previously neglected neighborhoods that are now part of a program focused on enhanced access to quality affordable housing, jobs, well-maintained parks and greenspace, improved streets and sidewalks, grocery stores and other retail, good schools and transit options. The City has invested significant funding in the Third Ward that has included heavy trash sweeps, enhanced weed abatement, recycling education, assistance with creation and enforcement of deed restrictions and minimum lot size/setback applications, increased animal control for stray dogs and cats, stepped up code enforcement and clearing of work orders for repairs at parks and community centers. There is a $14 million budget for capital improvements set aside for these five neighborhoods. The plan for Third Ward is available at http://www.houstontx.gov/completecommunities/thirdward/index.html
The Neighborhood is undergoing tremendous change and rapid gentrification. An analysis by the Kinder Institute of Rice University, using demolition and construction permit data, shows the area is going through gentrification and development in a pattern moving from West to East, with the Development Site falling in the first area to be gentrified. *(See Kinder Institute Map Attached- Exhibit V)*

Many community stakeholders have engaged in a coordinated effort to improve this area. A tax reinvestment zone was created by City Ordinance No. 97-478 known as the OST/Almeda TIRZ #7 ("**TIRZ 7**") and includes the Neighborhood. TIRZ #7 has invested significant capital in the Neighborhood that has included completely renovated and landscaped Emancipation Park, which is about a half-mile from the Development Site. This project added an entry building, large fitness center, splash-ground, playground, picnic area, ball field, pool, basketball courts, walking trail and gardens, and the renovated park reopened for Juneteenth 2017.

The area is also benefitting from the “Main Street” plan developed and being implemented by the Emancipation Economic Development Council (“**EEDC**”), a collaboration of faith-based organizations, nonprofits, Houston Endowment, Kinder Foundation, the City of Houston, small businesses, residents and anchor institutions University of Houston and Texas Southern University. The EEDC’s plan for the Emancipation Avenue (formerly Dowling Street) corridor includes new micro businesses, a parking district plan and revitalization items such as safe lighting and sidewalks. Another central tenet of the EEDC’s plan for the area is to promote permanent and affordable housing, increasing community ownership and housing choice for traditional area residents. The group is working to create a social safety net and showcase local arts and African American culture.

The EEDC has organized a monthly pop-up neighborhood market, featuring family-friendly fun with shopping, food and live music in the heart of the Third Ward. SEARCH Homeless Services installed a new House of Tiny Treasures, a private non-profit kindergarten and elementary school for neighborhood children. A land trust group under the EEDC also works with homeowners to designate properties, particularly for seniors, whose property taxes are pricing them out of the neighborhood.

The EEDC also coordinates its work with the Northern Third Ward Consortium (“**NTWC**”). The NTWC has worked with Wells Fargo and Houston City Councilmember Dwight Boykins to implement revitalization of Northern Emancipation Avenue, driven by residents and local businesses.

City transportation plans will also benefit the area. A city-wide transportation plan includes landscaping of Highway 288 adjacent to the Development Site. The Blue Line light rail that will run next to the Development Site on the Cleburne and Hutchins sides. The Cleburne/Almeda corridor plan includes enhanced pedestrian amenities of lighting, landscaping, public art and parking. The completed Historic Emancipation Avenue reconstruction project includes major roadway improvements with signalized intersection, public utilities, enhanced sidewalks and street lights, public utilities and streetscape with public art/historical markers/monuments.

*(For further information satisfying §10.101(a)(3)(C)(iv)-(vi) relating to the Primary Market Area, affordable rental units, household incomes in the census tract and an assessment of market rate units please see Affordable Housing Analysts Memorandum Attached – Exhibit VI)*

Neighborhood Scout data is used for violent crime rates in evaluating Undesirable Neighborhood Characteristics by TDHCA. According to Neighborhood Scout, the Site CT has 21.53/1,000 violent crime
rate and 3124 CT has 46.60/1,000 violent crime rate, which exceed the 18/1,000 threshold. (See Neighborhood Scout Reports Attached- Exhibit VII).

The Applicant believes the data from Neighborhood Scout overstates the violent crime rate because it relies on a too-low population estimate. The population used by Neighborhood Scout to calculate the violent crime rate is far lower than 2016 ACS 5-Year Estimates, which is the population metric prescribed to be used in the Qualified Allocation Plan (See §11.1(e) of the Qualified Allocation Plan Attached- Exhibit VIII See also 2016 ACS 5-Year Estimate of Census Tract Populations Attached- Exhibit IX). Using the population data from the ACS 2016 5-Year Estimates, the violent crime rate in each census tract significantly declines.

In Site CT, Neighborhood Scout reported 36 violent crimes. Using the ACS 5-Year Population Estimate of 2,083, the violent crime rate for Site CT equates to 17.28/1,000, which is below the threshold to be considered an Undesirable Neighborhood Characteristic. And for the 3124 CT, using the ACS 5-Year Population Estimate of 2,262 residents, the 87 reported violent crimes equate to a 38.46/1,000 violent crime rate. While the 3124 CT rate remains above the threshold, it is far lower than Neighborhood Scout’s estimate of a 46.60/1,000 violent crime rate. We believe that trends in the immediate area of the Development Site show that the violent crime rates are trending in the right direction and will be below the 18/1,000 threshold before the Apartment Development is placed in service.

The Neighborhood straddles two Houston Police Department Beats, 1050 and 1060. We mapped the locations of the violent crime in the Neighborhood using the raw police beat data (See Crime Maps and Raw Data from Houston Police Department Attached- Exhibit X). Both the locations of the reported violent crimes and the trends in the area show that this Undesirable Neighborhood Characteristic is likely to be mitigated before the Apartment Development is placed in service. (See Crime Data Table Attached- Exhibit XI) In the 3124 CT, the violent crime rate significantly declined in 2017 compared to 2016, with a 32.2% violent crime reduction from 2016 to 2017. The location of the reported violent crimes is also important: in 2016, 64% of the violent crimes in 3124 CT were more than half a mile away from the Development Site and a cluster of the crimes took place near the University of Houston campus, more than a mile away from the Development Site.

In 2017, the number of violent crimes in 3124 CT declined, as did the number of those crimes that occurred within half a mile of the Development Site. If population and crime trends continue in the next year at the same pace they did from 2016 to 2017, the violent crime estimate for the 3124 CT in 2018 would be 17.68/1,000, below the TDHCA threshold. An evaluation of both census tracts that make up the Neighborhood shows the 2016 to 2017 violent crime rate dropped 23.3%. Based on that crime reduction, an estimated violent crime rate for the Neighborhood in 2018 would be 17.10/1,000.

The relevant data points and positive crime trends in the Neighborhood makes the Development Site an ideal location for the Apartment Development. The Neighborhood contains no Undesirable Site Features or any applicable Undesirable Neighborhood Characteristics other than the neighborhood characteristics herein described, and as this is an Elderly Limitation development school scores and ratings are not applicable for Undesirable Neighborhood Characteristics. We believe that the information provided shows that this Undesirable Neighborhood Characteristic relating to violent crime will be mitigated well before the placed in service date of the Apartment Development.
Greater Third Ward: Land Use

- Freeway
- Rail Road
- Super Neighborhood Boundary
- Single-family Residential
- Multi-family Residential
- Commercial
- Office
- Industrial
- Public and Institutional
- Transportation and Utilities
- Parks and Open Space
- Undeveloped
- Agricultural Production
- Open Water
- Unknown

Source: City of Houston GIS Database, Harris County Appraisal District
Date: November 13, 2017

This map is made available for reference purposes only and should not be substituted for a survey product. The City of Houston will not accept liability of any kind in conjunction with its use.

PLANNING & DEVELOPMENT DEPARTMENT

Neighborhood Boundary
2222 Cleburne
Supporting documentation on code lists, subject definitions, data accuracy, and statistical testing can be found on the American Community Survey website in the Data and Documentation section. Sample size and data quality measures (including coverage rates, allocation rates, and response rates) can be found on the American Community Survey website in the Methodology section.

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

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

A processing error was found in the Year Structure Built estimates since data year 2008. For more information, please see the errata note #110.

### SELECTED HOUSING CHARACTERISTICS

#### 2012-2016 American Community Survey 5-Year Estimates

<table>
<thead>
<tr>
<th>Subject</th>
<th>Census Tract 3124, Harris County, Texas</th>
<th>Census Tract 3127, Harris County, Texas</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Estimate 1,332 Margin of Error +/-65</td>
<td>Estimate 1,332 Margin of Error (X)</td>
</tr>
<tr>
<td><strong>HOUSING OCCUPANCY</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total housing units</td>
<td>1,332</td>
<td>1,332</td>
</tr>
<tr>
<td>Occupied housing units</td>
<td>930          Margin of Error +/-94</td>
<td>1,015             Margin of Error +/-78</td>
</tr>
<tr>
<td>Vacant housing units</td>
<td>402          Margin of Error +/-92</td>
<td>253          Margin of Error +/-67</td>
</tr>
<tr>
<td>Homeowner vacancy rate</td>
<td>5.5          Margin of Error +/-8.6</td>
<td>(X)          Margin of Error (X)</td>
</tr>
<tr>
<td>Rental vacancy rate</td>
<td>6.9          Margin of Error +/-5.6</td>
<td>(X)          Margin of Error (X)</td>
</tr>
<tr>
<td><strong>UNITS IN STRUCTURE</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total housing units</td>
<td>1,332             Margin of Error +/-65</td>
<td>1,332             Margin of Error (X)</td>
</tr>
<tr>
<td>1-unit, detached</td>
<td>805          Margin of Error +/-90</td>
<td>60.4%                          Margin of Error +/-6.1</td>
</tr>
<tr>
<td>1-unit, attached</td>
<td>58          Margin of Error +/-35</td>
<td>4.4%                          Margin of Error +/-2.7</td>
</tr>
<tr>
<td>2 units</td>
<td>170          Margin of Error +/-59</td>
<td>12.8%                       Margin of Error +/-4.4</td>
</tr>
<tr>
<td>3 or 4 units</td>
<td>110          Margin of Error +/-45</td>
<td>8.3%                          Margin of Error +/-3.3</td>
</tr>
<tr>
<td>5 to 9 units</td>
<td>116          Margin of Error +/-55</td>
<td>8.7%                          Margin of Error +/-4.0</td>
</tr>
<tr>
<td>Subject</td>
<td>Census Tract 3124, Harris County, Texas</td>
<td>Census Tract 3127, Harris County, Texas</td>
</tr>
<tr>
<td>----------------------------------</td>
<td>----------------------------------------</td>
<td>----------------------------------------</td>
</tr>
<tr>
<td></td>
<td>Estimate</td>
<td>Margin of Error</td>
</tr>
<tr>
<td>10 to 19 units</td>
<td>40</td>
<td>+/-35</td>
</tr>
<tr>
<td>20 or more units</td>
<td>33</td>
<td>+/-30</td>
</tr>
<tr>
<td>Mobile home</td>
<td>0</td>
<td>+/-13</td>
</tr>
<tr>
<td>Boat, RV, van, etc.</td>
<td>0</td>
<td>+/-13</td>
</tr>
<tr>
<td>YEAR STRUCTURE BUILT</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total housing units</td>
<td>1,332</td>
<td>+/-65</td>
</tr>
<tr>
<td>Built 2014 or later</td>
<td>0</td>
<td>+/-13</td>
</tr>
<tr>
<td>Built 2010 to 2013</td>
<td>16</td>
<td>+/-22</td>
</tr>
<tr>
<td>Built 2000 to 2009</td>
<td>177</td>
<td>+/-60</td>
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<tr>
<td>Built 1990 to 1999</td>
<td>20</td>
<td>+/-22</td>
</tr>
<tr>
<td>Built 1980 to 1989</td>
<td>70</td>
<td>+/-48</td>
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<tr>
<td>Built 1970 to 1979</td>
<td>119</td>
<td>+/-55</td>
</tr>
<tr>
<td>Built 1960 to 1969</td>
<td>71</td>
<td>+/-32</td>
</tr>
<tr>
<td>Built 1950 to 1959</td>
<td>178</td>
<td>+/-65</td>
</tr>
<tr>
<td>Built 1940 to 1949</td>
<td>163</td>
<td>+/-61</td>
</tr>
<tr>
<td>Built 1939 or earlier</td>
<td>518</td>
<td>+/-114</td>
</tr>
<tr>
<td>ROOMS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total housing units</td>
<td>1,332</td>
<td>+/-65</td>
</tr>
<tr>
<td>1 room</td>
<td>66</td>
<td>+/-42</td>
</tr>
<tr>
<td>2 rooms</td>
<td>101</td>
<td>+/-61</td>
</tr>
<tr>
<td>3 rooms</td>
<td>164</td>
<td>+/-68</td>
</tr>
<tr>
<td>4 rooms</td>
<td>374</td>
<td>+/-113</td>
</tr>
<tr>
<td>5 rooms</td>
<td>285</td>
<td>+/-80</td>
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<tr>
<td>6 rooms</td>
<td>254</td>
<td>+/-62</td>
</tr>
<tr>
<td>7 rooms</td>
<td>56</td>
<td>+/-37</td>
</tr>
<tr>
<td>8 rooms</td>
<td>26</td>
<td>+/-27</td>
</tr>
<tr>
<td>9 rooms or more</td>
<td>6</td>
<td>+/-8</td>
</tr>
<tr>
<td>Median rooms</td>
<td>4.4</td>
<td>+/-0.2</td>
</tr>
<tr>
<td>BEDROOMS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total housing units</td>
<td>1,332</td>
<td>+/-65</td>
</tr>
<tr>
<td>No bedroom</td>
<td>66</td>
<td>+/-42</td>
</tr>
<tr>
<td>1 bedroom</td>
<td>294</td>
<td>+/-87</td>
</tr>
<tr>
<td>2 bedrooms</td>
<td>574</td>
<td>+/-125</td>
</tr>
<tr>
<td>3 bedrooms</td>
<td>339</td>
<td>+/-101</td>
</tr>
<tr>
<td>4 bedrooms</td>
<td>53</td>
<td>+/-42</td>
</tr>
<tr>
<td>5 or more bedrooms</td>
<td>6</td>
<td>+/-8</td>
</tr>
<tr>
<td>HOUSING TENURE</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Occupied housing units</td>
<td>930</td>
<td>+/-94</td>
</tr>
<tr>
<td>Owner-occupied</td>
<td>240</td>
<td>+/-75</td>
</tr>
</tbody>
</table>
February 12, 2018

Ms. Ann J. Robison, PhD, Executive Director
2222 Cleburne LP
401 Branard Street, 2nd Floor
Houston, Texas 77006

Reference: 2222 Cleburne: A 112-unit Senior development proposed to be constructed and operated as a Housing Tax Credit (HTC) apartment project. The subject site is an entire block bordered by Barbee Street, Bastrop Street, Cleburne Street, and Hutchins Street in Houston, Fort Bend County, Texas 77004. Census Tract #48201312700

Greetings:

At your request, I have completed data backup for (3) Undesirable Neighborhood Characteristics C(iv), C(v), and C(vi) for the above-referenced property.

(iv) **An assessment of the number of existing affordable rental units (generally includes rental properties subject to TDHCA, HUD, or USDA restrictions) in the Primary Market Area, including comment on concentration based on the size of the Primary Market Area.**

According to my research (including contacting the local HUD office), there are 4 existing HUD or HTC projects with 10 units or higher in the subject’s primary market area in which the rents are based on income or otherwise restricted: 2 HUD project(s) and 2 HTC project(s). The table below details the existing HUD or HTC projects with 10 units or higher in the subject’s primary market area which represents 4.17% of the overall units within the PMA.

<table>
<thead>
<tr>
<th>Type</th>
<th>Occ</th>
<th>Units</th>
<th>TDCHA#</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sec 8</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>North Macgregor Arms</td>
<td>100.00%</td>
<td>60</td>
<td></td>
</tr>
<tr>
<td>Royal Palms East</td>
<td>100.00%</td>
<td>126</td>
<td></td>
</tr>
<tr>
<td>Tax credit</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Elderly</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Zion Village Apartments</td>
<td>100.00%</td>
<td>50</td>
<td>07306</td>
</tr>
<tr>
<td>General</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Zion Gardens</td>
<td>100.00%</td>
<td>70</td>
<td>10035</td>
</tr>
<tr>
<td>Total</td>
<td>100.00%</td>
<td>306</td>
<td>4.17%</td>
</tr>
</tbody>
</table>
(v) An assessment of the percentage of households residing in the census tract that have household incomes equal to or greater than the median household income for the MSA or county where the Development Site is located.

The MSA had an estimated 2018 *median* household income of $71,500. The following table delineates the percentage of income per households in the subject’s census tract and how many households on a percentage basis are above the median income for the MSA.

<table>
<thead>
<tr>
<th>Census Tract Area Income/Household (2018)</th>
<th>CT (%)</th>
<th>&gt;Median</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under $15,000</td>
<td>15.42%</td>
<td></td>
</tr>
<tr>
<td>$15,000 - $24,999</td>
<td>12.03%</td>
<td></td>
</tr>
<tr>
<td>$25,000 - $34,999</td>
<td>9.04%</td>
<td></td>
</tr>
<tr>
<td>$35,000 - $49,999</td>
<td>14.08%</td>
<td></td>
</tr>
<tr>
<td>$50,000 - $74,999</td>
<td>20.45%</td>
<td>2.86%</td>
</tr>
<tr>
<td>$75,000 - $99,999</td>
<td>9.87%</td>
<td>9.87%</td>
</tr>
<tr>
<td>$100,000 - $149,999</td>
<td>9.76%</td>
<td>9.76%</td>
</tr>
<tr>
<td>$150,000 +</td>
<td>9.35%</td>
<td>9.35%</td>
</tr>
<tr>
<td>Total (may not add to 100% due to rounding)</td>
<td>100.00%</td>
<td>31.84%</td>
</tr>
</tbody>
</table>

2018 Median Household Income $71,500
(vi) An assessment of the number of market rate multifamily units in the neighborhood and their current rents and levels of occupancy.

According to the most recent EnrichedData.com, there were 42 operating apartment projects in this market area (zip codes 77004, 77021, and 77204) containing a total of 7,337 units. The overall occupancy rate for all operating apartment projects in this market area was 91.98%. The average rental rate for these properties was $1.29 per square foot. The average rent and occupancies in this submarket are skewed downward somewhat due to a number of older projects with a modest level of amenities, Class A properties in lease-up, and properties damaged by Hurricane Harvey. The following table depicts an overview of the most recent data in the primary market area.
The Texas Department of Housing and Community Affairs is granted full authority to rely on the findings and conclusions of this memorandum.

Respectfully,

Affordable Housing Analysts

Robert O. (Bob) Coe, II
TX-1333157-G
State Certified General Real Estate Appraiser
Candidate for Designation, Appraisal Institute
## Geographies Selected:

<table>
<thead>
<tr>
<th>Geocode/ ID</th>
<th>State</th>
<th>County</th>
<th>MCD</th>
</tr>
</thead>
<tbody>
<tr>
<td>48201312000</td>
<td>Texas</td>
<td>Harris County</td>
<td>Houston CCD</td>
</tr>
<tr>
<td>48201312100</td>
<td>Texas</td>
<td>Harris County</td>
<td>Houston CCD</td>
</tr>
<tr>
<td>48201312200</td>
<td>Texas</td>
<td>Harris County</td>
<td>Houston CCD</td>
</tr>
<tr>
<td>48201312300</td>
<td>Texas</td>
<td>Harris County</td>
<td>Houston CCD</td>
</tr>
<tr>
<td>48201312400</td>
<td>Texas</td>
<td>Harris County</td>
<td>Houston CCD</td>
</tr>
<tr>
<td>48201312500</td>
<td>Texas</td>
<td>Harris County</td>
<td>Houston CCD</td>
</tr>
<tr>
<td>48201312600</td>
<td>Texas</td>
<td>Harris County</td>
<td>Houston CCD</td>
</tr>
<tr>
<td>48201312700</td>
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<td>Harris County</td>
<td>Houston CCD</td>
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<tr>
<td>48201312800</td>
<td>Texas</td>
<td>Harris County</td>
<td>Houston CCD</td>
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<tr>
<td>48201312900</td>
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<td>Harris County</td>
<td>Houston CCD</td>
</tr>
<tr>
<td>48201313000</td>
<td>Texas</td>
<td>Harris County</td>
<td>Houston CCD</td>
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<tr>
<td>48201313100</td>
<td>Texas</td>
<td>Harris County</td>
<td>Houston CCD</td>
</tr>
<tr>
<td>48201313200</td>
<td>Texas</td>
<td>Harris County</td>
<td>Houston CCD</td>
</tr>
<tr>
<td>48201313300</td>
<td>Texas</td>
<td>Harris County</td>
<td>Houston CCD</td>
</tr>
</tbody>
</table>
HOUSTON, TX (HOLMAN ST / BASTROP ST) CRIME

NEIGHBORHOOD CRIME DATA

### TOTAL CRIME INDEX

1

(100 is safest)

Safer than 1% of U.S. neighborhoods.

### NEIGHBORHOOD ANNUAL CRIMES

<table>
<thead>
<tr>
<th></th>
<th>VIOLENT</th>
<th>PROPERTY</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of Crimes</td>
<td>87</td>
<td>158</td>
<td>245</td>
</tr>
<tr>
<td>Crime Rate (per 1,000 residents)</td>
<td>46.60</td>
<td>84.64</td>
<td>131.24</td>
</tr>
</tbody>
</table>

### NEIGHBORHOOD VIOLENT CRIME

### VIOLENT CRIME INDEX

0

(100 is safest)

Safer than 0% of U.S. neighborhoods.

### VIOLENT CRIME INDEX BY TYPE

<table>
<thead>
<tr>
<th>MURDER INDEX</th>
<th>RAPE INDEX</th>
<th>ROBBERY INDEX</th>
<th>ASSAULT INDEX</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>10</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

100 is safest

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

![](chart.png)

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

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Holman St / Bastrop St</td>
<td>1 IN 21</td>
<td>46.6</td>
</tr>
<tr>
<td>Houston</td>
<td>1 IN 95</td>
<td>10.5</td>
</tr>
<tr>
<td>Texas</td>
<td>1 IN 230</td>
<td>4.34</td>
</tr>
</tbody>
</table>
HOUSTON VIOLENT CRIMES

POPULATION: 2,303,482

<table>
<thead>
<tr>
<th></th>
<th>MURDER</th>
<th>RAPE</th>
<th>ROBBERY</th>
<th>ASSAULT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Report Total</td>
<td>302</td>
<td>1,221</td>
<td>10,027</td>
<td>12,646</td>
</tr>
<tr>
<td>Rate per 1,000</td>
<td>0.13</td>
<td>0.53</td>
<td>4.35</td>
<td>5.49</td>
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</table>

UNITED STATES VIOLENT CRIMES

POPULATION: 323,127,513

<table>
<thead>
<tr>
<th></th>
<th>MURDER</th>
<th>RAPE</th>
<th>ROBBERY</th>
<th>ASSAULT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Report Total</td>
<td>17,250</td>
<td>130,603</td>
<td>332,198</td>
<td>803,007</td>
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<tr>
<td>Rate per 1,000</td>
<td>0.05</td>
<td>0.40</td>
<td>1.03</td>
<td>2.49</td>
</tr>
</tbody>
</table>

NEIGHBORHOOD PROPERTY CRIME

PROPERTY CRIME INDEX

- 3
  (100 is safest)
- Safer than 3% of U.S. neighborhoods.

PROPERTY CRIME INDEX BY TYPE

- BURGLARY INDEX: 6
- THEFT INDEX: 4
- MOTOR VEHICLE THEFT: 0
  (100 is safest)

PROPERTY CRIME COMPARISON (PER 1,000 RESIDENTS)

- Holman St / Bastrop St: 84.64
- Houston: 44.69
- Texas: 27.6
  (National Median: 25)

MY CHANCES OF BECOMING A VICTIM OF A PROPERTY CRIME

- 1 IN 12 in Holman St / Bastrop St
- 1 IN 22 in Houston
- 1 IN 36 in Texas
HOUSTON PROPERTY CRIMES

POPULATION: 2,303,482

<table>
<thead>
<tr>
<th></th>
<th>BURGLARY</th>
<th>THEFT</th>
<th>MOTOR VEHICLE THEFT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Report Total</td>
<td>18,801</td>
<td>71,325</td>
<td>12,812</td>
</tr>
<tr>
<td>Rate per 1,000</td>
<td>8.16</td>
<td>30.96</td>
<td>5.56</td>
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</tbody>
</table>

UNITED STATES PROPERTY CRIMES

POPULATION: 323,127,513

<table>
<thead>
<tr>
<th></th>
<th>BURGLARY</th>
<th>THEFT</th>
<th>MOTOR VEHICLE THEFT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Report Total</td>
<td>1,515,096</td>
<td>5,638,455</td>
<td>765,484</td>
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<tr>
<td>Rate per 1,000</td>
<td>4.69</td>
<td>17.45</td>
<td>2.37</td>
</tr>
</tbody>
</table>

CRIME PER SQUARE MILE

[Graph showing crime rates per square mile for Holman St/Bastrop St, Houston, and Texas compared to the national median.]
HOUSTON, TX (TEXAS SOUTHERN U / TRUXILLO ST) CRIME

TOTAL CRIME INDEX

2
(100 is safest)

Safer than 2% of U.S. neighborhoods.

NEIGHBORHOOD ANNUAL CRIMES

<table>
<thead>
<tr>
<th>Number of Crimes</th>
<th>VIOLENT</th>
<th>PROPERTY</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>36</td>
<td>144</td>
<td>180</td>
<td></td>
</tr>
</tbody>
</table>

Crime Rate
(per 1,000 residents)

21.53 86.14 107.67

VIOLENT CRIME INDEX

2
(100 is safest)

Safer than 2% of U.S. neighborhoods.

VIOLENT CRIME INDEX BY TYPE

<table>
<thead>
<tr>
<th>MURDER INDEX</th>
<th>RAPE INDEX</th>
<th>ROBBERY INDEX</th>
<th>ASSAULT INDEX</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>16</td>
<td>1</td>
<td>6</td>
</tr>
</tbody>
</table>

VIOLENT CRIME COMPARISON (PER 1,000 RESIDENTS)

MY CHANCES OF BECOMING A VICTIM OF A VIOLENT CRIME

1 IN 46
in Texas Southern U / Truxillo St

1 IN 103
in Houston

1 IN 243
in Texas

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HOUSTON VIOLENT CRIMES

POPULATION: 2,290,530

<table>
<thead>
<tr>
<th></th>
<th>MURDER</th>
<th>RAPE</th>
<th>ROBBERY</th>
<th>ASSAULT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Report Total</td>
<td>305</td>
<td>999</td>
<td>10,324</td>
<td>10,556</td>
</tr>
<tr>
<td>Rate per 1,000</td>
<td>0.13</td>
<td>0.44</td>
<td>4.51</td>
<td>4.61</td>
</tr>
</tbody>
</table>

UNITED STATES VIOLENT CRIMES

POPULATION: 321,418,820

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

PROPERTY CRIME INDEX

![Property Crime Index]

2
(100 is safest)

Safer than 2% of U.S. neighborhoods.

PROPERTY CRIME INDEX BY TYPE

<table>
<thead>
<tr>
<th></th>
<th>BURGLARY INDEX</th>
<th>THEFT INDEX</th>
<th>MOTOR VEHICLE THEFT</th>
</tr>
</thead>
<tbody>
<tr>
<td>National Median</td>
<td>2</td>
<td>3</td>
<td>30</td>
</tr>
</tbody>
</table>

PROPERTY CRIME COMPARISON (PER 1,000 RESIDENTS)

![Property Crime Comparison Graph]

MY CHANCES OF BECOMING A VICTIM OF A PROPERTY CRIME

1 IN 12
in Texas Southern U / Truxillo St

1 IN 22
in Houston

1 IN 35
in Texas
HOUSTON PROPERTY CRIMES

POPULATION: 2,290,530

<table>
<thead>
<tr>
<th>REPORT</th>
<th>BURGLARY</th>
<th>THEFT</th>
<th>MOTOR VEHICLE THEFT</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL</td>
<td>20,028</td>
<td>68,224</td>
<td>13,627</td>
</tr>
<tr>
<td>RATE PER 1,000</td>
<td>8.74</td>
<td>29.79</td>
<td>5.95</td>
</tr>
</tbody>
</table>

UNITED STATES PROPERTY CRIMES

POPULATION: 321,418,820

<table>
<thead>
<tr>
<th>REPORT</th>
<th>BURGLARY</th>
<th>THEFT</th>
<th>MOTOR VEHICLE THEFT</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL</td>
<td>1,579,527</td>
<td>5,706,346</td>
<td>707,758</td>
</tr>
<tr>
<td>RATE PER 1,000</td>
<td>4.91</td>
<td>17.75</td>
<td>2.20</td>
</tr>
</tbody>
</table>

CRIMES PER SQUARE MILE

676

198

30

National Median: 32.85

Texas Southern U / Truxillo St Houston, TX

Report date: Wednesday, November 22, 2017

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assumption that deadlines are fixed and firm with respect to both date and time and cannot be waived except where authorized and for truly extraordinary circumstances, such as the occurrence of a significant natural disaster that could not have been anticipated and makes timely adherence impossible. If an Applicant chooses, where permitted, to submit by delivering an item physically to the Department, it is the Applicant's responsibility to be within the Department's doors by the appointed deadline. Applicants should further ensure that all required documents are included, legible, properly organized, and tabbed, and that materials in required formats involving digital media are complete and fully readable. Applicants are strongly encouraged to submit the required items well in advance of established deadlines. Staff, when accepting Applications, may conduct limited reviews at the time of intake as a courtesy only. If staff misses an issue in such a limited review, the fact that the Application was accepted by staff or that the issue was not identified does not operate to waive the requirement or validate the completeness, readability, or any other aspect of the Application.

(d) Definitions. The capitalized terms or phrases used herein are defined in §10.3 of this title (relating to Definitions), unless the context clearly indicates otherwise. Any capitalized terms that are defined in Tex. Gov't Code Chapter 2306, §42 of the Code, or other Department rules have, when capitalized, the meanings ascribed to them therein. Defined terms when not capitalized, are to be read in context and construed according to common usage.

(e) Data. Where this chapter requires the use of American Community Survey data, the Department shall use the most current data available as of October 1, 2017, unless specifically otherwise provided in federal or state law or in the rules. All American Community Survey data must be 5-year estimates, unless otherwise specified. The availability of more current data shall be disregarded. Where other data sources are specifically required, such as NeighborhoodScout, the data available after October 1, but before Pre-Application Final Delivery Date, will be permissible. The NeighborhoodScout report submitted in the Application must include the report date.

(f) Deadlines. Where a specific date or deadline is identified in this chapter, the information or documentation subject to the deadline must be submitted on or before 5:00 p.m. Austin local time on the day of the deadline. If the deadline falls on a weekend or holiday, the deadline is 5:00 p.m. Austin local time on the next day which is not a weekend or holiday and on which the Department is open for general operation. Unless otherwise noted or provided in statute, deadlines are based on calendar days.

(g) Documentation to Substantiate Items and Representations in an Application. In order to ensure the appropriate level of transparency in this highly competitive program, Applications and all correspondence and other information relating to each Application are posted on the Department’s website and updated on a regular basis. Applicants should use the Application form posted online to provide appropriate support for each item substantiating a claim or representation, such as claims for points, qualification for set-asides, or meeting of threshold requirements. Any Application that staff identifies as having insufficient support information will be directed to cure the matter via the Administrative Deficiency process, unless the missing documentation is determined to be a Material Deficiency. Applicants are reminded that this process may not be used to increase a scoring item’s points or to change any aspect of the proposed Development, financing structure, or other element of the Application. The sole purpose of this mandatory Administrative Deficiency will be to substantiate one or more aspects of the Application to enable an efficient and effective review by staff. Although a responsive narrative will be created after Application submission, all facts and
B01003 TOTAL POPULATION
Universe: Total population
2012-2016 American Community Survey 5-Year Estimates

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

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

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

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

<table>
<thead>
<tr>
<th>Census Tract 3124, Harris County, Texas</th>
<th>Census Tract 3127, Harris County, Texas</th>
</tr>
</thead>
<tbody>
<tr>
<td>Estimate</td>
<td>Margin of Error</td>
</tr>
<tr>
<td>Total</td>
<td>2,262</td>
</tr>
</tbody>
</table>

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

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

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

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

Explanation of Symbols:

1. An ‘***’ entry in the margin of error column indicates that either no sample observations or too few sample observations were available to compute a standard error and thus the margin of error. A statistical test is not appropriate.
2. An ‘*’ entry in the estimate column indicates that either no sample observations or too few sample observations were available to compute an estimate, or a ratio of medians cannot be calculated because one or both of the median estimates falls in the lowest interval or upper interval of an open-ended distribution.
3. An ‘-’ following a median estimate means the median falls in the lowest interval of an open-ended distribution.
4. An ‘+’ following a median estimate means the median falls in the upper interval of an open-ended distribution.
5. An ‘*****’ entry in the margin of error column indicates that the median falls in the lowest interval or upper interval of an open-ended distribution. A statistical test is not appropriate.
6. An ‘N’ entry in the margin of error column indicates that the estimate is controlled. A statistical test for sampling variability is not appropriate.
7. An ‘(X)’ means that the estimate is not applicable or not available.
2017 Neighborhood Violent Crime Map
2016 Neighborhood Violent Crime Map

1/2 Mile Radius

Violent Crime Incident
Date

1/22/2016
1/24/2016
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Premise BlockRangeStreetName
Residence 3100-3199 GRAY
Restaurant3700-3799 SCOTT
Road, Stre 3400-3499 ROSALIE
Road, Stre 3400-3499 BREMOND
Apartment3200-3299 TRUXILLO
Residence 3400-3499 DENNIS
Road, Stre 3000-3099 ROSALIE
Residence 3400-3499 MCILHENNY
Road, Stre 3400-3499 ENNIS
Other Park3600-3699 DENNIS
Road, Stre 3100-3199 ANITA
Road, Stre 3000-3099 SAMPSON
Road, Stre 3400-3499 FRANCIS
Road, Stre 3400-3499 BREMOND
Residence 3500-3599 ADAIR
Road, Stre 2300-2399 HUTCHINS
Multi-Plex 2300-2399 TUAM
Road, Stre 3000-3099 HOLMAN
Light Rail P3700-3799 SCOTT
Other Park2300-2399 TUAM
Apartment2900-2999 NAGLE
Road, Stre 3300-3399 ALABAMA
Road, Stre 3600-3699 TUAM
Road, Stre 2600-2699 ALABAMA
Road, Stre 3200-3299 HOLMAN
Road, Stre 3700-3799 DELANO
Other, Unk3800-3899 WHEELER
Road, Stre 3100-3199 HOLMAN
Apartment3700-3799 BURKETT
Residence UNK
Road, Stre 3500-3599 ADAIR
Road, Stre 3100-3199 ALABAMA
Vacant Sin 2400-2499 ALABAMA
Apartment3100-3199 ALABAMA
Road, Stre 3300-3399 ALABAMA
Apartment3300-3399 ALABAMA
Road, Stre 2600-2699 ALABAMA
Apartment3300-3399 ALABAMA
Residence 3200-3299 ALABAMA
Apartment3300-3399 ALABAMA
Apartment3200-3299 ALABAMA
Apartment3300-3399 ALABAMA
Residence 2700-2799 ALABAMA
Parks and 2600-2699 ALABAMA
Road, Stre 3300-3399 ALABAMA
Residence 3100-3199 ALABAMA
Road, Stre 3200-3299 ALABAMA
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Road, Stre 2700-2799 ALABAMA
Convenien 2700-2799 ALABAMA
Road, Stre 3300-3399 ALLEGHENY
Multi-Plex 3800-3899 ANITA
Road, Stre 3900-3999 ANITA
Road, Stre 3500-3599 ANITA
Parks and 3300-3399 ANITA
Driveway 3500-3599 ANITA
Residence 2900-2999 ANITA
Residence 2700-2799 ANITA
Road, Stre 3300-3399 ANITA
Road, Stre 3100-3199 ANITA
Residence 3800-3899 ANITA
Residence 3600-3699 ANITA
Other Park3500-3599 ATTUCKS
Field, Woo 3500-3599 ATTUCKS
Road, Stre 2100-2199 BASTROP
Road, Stre 2800-2899 BERRY
Residence 2800-2899 BERRY
Apartment2800-2899 BERRY
Road, Stre 2700-2799 BERRY
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Residence 2700-2799 BERRY
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Road, Stre 3000-3099 BEULAH
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7/22/2016 6 Violent Robbery 10H50 Service or 3500-3599
7/22/2016 20 Violent Aggravated Assault 10H50 Freeway S 3500-3599
7/24/2016 20 Violent Robbery 10H50 Road, Stree 3100-3199
7/24/2016 12 Violent Aggravated Assault 10H50 Driveway 2800-2899
7/23/2016 11 Violent Aggravated Assault 10H50 Road, Stree 3400-3499
7/23/2016 19 Violent Aggravated Assault 10H50 Road, Stree 3400-3499
7/23/2016 13 Violent Robbery 10H50 Road, Stree 3200-3299
7/28/2016 11 Violent Aggravated Assault 10H50 Road, Stree 3800-3899
7/28/2016 12 Violent Aggravated Assault 10H50 Multi-Plex 3800-3899
7/28/2016 14 Violent Robbery 10H50 Residence 3300-3399
7/3/2016 19 Violent Robbery 10H50 Bus Stop 3800-3899
7/3/2016 22 Violent Aggravated Assault 10H50 Road, Stree 3500-3599
7/4/2016 8 Violent Aggravated Assault 10H50 Residence 2200-2299
7/5/2016 1 Violent Robbery 10H50 Field, Wloc 3100-3199
7/9/2016 23 Violent Robbery 10H50 Road, Stree 3300-3399
7/9/2016 21 Violent Aggravated Assault 10H50 Residence 3800-3899
7/9/2016 14 Violent Aggravated Assault 10H50 Road, Stree 2800-2899
7/9/2016 3 Violent Robbery 10H50 Restaurant 3800-3899
7/8/2016 10 Violent Robbery 10H50 Residence 3700-3799
7/12/2016 9 Violent Aggravated Assault 10H50 Road, Stree 3200-3299
7/11/2016 22 Violent Aggravated Assault 10H50 Road, Stree 2200-2299
7/11/2016 9 Violent Robbery 10H50 Vacant Sin 3700-3799
7/11/2016 12 Violent Robbery 10H50 Road, Stree 2700-2799
8/20/2016 16 Violent Robbery 10H50 Road, Stree 2700-2799
8/20/2016 2 Violent Aggravated Assault 10H50 Road, Stree 2800-2899
8/20/2016 2 Violent Robbery 10H50 Other, Uni 3500-3599
8/22/2016 15 Violent Aggravated Assault 10H50 Residence 3600-3699
8/22/2016 7 Violent Robbery 10H50 Road, Stree 2600-2699
8/21/2016 16 Violent Aggravated Assault 10H50 Road, Stree 2800-2899
8/23/2016 10 Violent Aggravated Assault 10H50 Residence 2600-2699
8/22/2016 18 Violent Aggravated Assault 10H50 Road, Stree 2600-2699
8/22/2016 19 Violent Aggravated Assault 10H50 Apartment 3000-3099
8/22/2016 20 Violent Robbery 10H50 Road, Stree 2500-2599
8/22/2016 23 Violent Robbery 10H50 Liquor Sto 2600-2699
8/23/2016 4 Violent Aggravated Assault 10H50 Road, Stree 3200-3299
8/24/2016 22 Violent Aggravated Assault 10H50 Residence 3200-3299
8/24/2016 1 Violent Aggravated Assault 10H50 Residence 3200-3299
8/24/2016 14 Violent Aggravated Assault 10H50 Road, Stree 2700-2799
8/26/2016 2 Violent Aggravated Assault 10H50 Rehabilital 2300-2399
8/26/2016 14 Violent Aggravated Assault 10H50 Residence 3200-3299
8/27/2016 14 Violent Aggravated Assault 10H50 Road, Stree 3300-3399
8/30/2016 0 Violent Robbery 10H50 Bus Stop 3100-3199
8/30/2016 3 Violent Aggravated Assault 10H50 Residence 3000-3099
8/30/2016 1 Violent Aggravated Assault 10H50 Residence 3000-3099
8/30/2016 14 Violent Aggravated Assault 10H50 Road, Stree 3000-3099
8/30/2016 17 Violent Aggravated Assault 10H50 Residence 3700-3799
8/4/2016 10 Violent Aggravated Assault 10H50 Residence 3400-3499
8/6/2016 11 Violent Aggravated Assault 10H50 Road, Stree 3500-3599
8/6/2016 11 Violent Aggravated Assault 10H50 Residence 3500-3599
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8/4/2016 22 Violent Robbery 10H50 Road, Stree 3500-3599
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8/5/2016 6 Violent Robbery 10H50 Residence 3500-3599
8/5/2016 11 Violent Aggravated Assault 10H50 Road, Stree 3500-3599
8/5/2016 12 Violent Robbery 10H50 Road, Stree 3600-3699
8/7/2016 16 Violent Aggravated Assault 10H50 Road, Stree 3600-3699
8/8/2016 13 Violent Aggravated Assault 10H50 Road, Stree 3000-3099
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9/21/2016 5 Violent Aggravated Assault 10H50 Road, Stree 2700-2799
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Vacant Sin 2400-2499 ISABELLA
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Residence 4600-4699 JETTY
Highway o 3300-3399 KATHRYN
Residence 5400-5499 LAUREL CREEK WY
Road, Stre 7900-7999 LAVENDER
Road, Stre 2500-2599 LAZY HOLLOW
Road, Stre 500-599 LENORA DR APT B
Residence 8200-8299 LINDA VISTA
Residence 3100-3199 LIVE OAK
Road, Stre 3800-3899 LIVE OAK
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Field, Woo 2800-2899 LIVE OAK
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Road, Stre 2300-2399 LUCINDA
Residence 6300-6399 LYNDHURST
Residence 8100-8199 LYNETTE
Driveway 8000-8099 LYNETTE ST
Road, Stre 4300-4399 MALLOW ST APT 1B
Miscellane 1100-1199 MANORGLEN DR.
Residence 7400-7499 MARISOL
Bus Stop 2600-2699 MCGOWEN
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13 Violent Aggravated Assault 10H60 Road, Stree 700-799 JOE WILSON RD N 1
15 Violent Aggravated Assault 10H60 Road, Stree 13200-13299 DONEGAL WAY B - - 1
16 Violent Aggravated Assault 10H60 Apartment 4000-4099 PO BOX 617 - - 1
8 Violent Aggravated Assault 10H60 Road, Stree 4000-4099 BOX 1716 - - 1
6 Violent Aggravated Assault 10H60 Road, Stree 2300-2399 SOUTHMORE BLVD - 2
14 Violent Robbery 10H60 Residence 500-599 HIGHLANDS DR - 1
11 Violent Robbery 10H60 Road, Stree 6600-6699 BOWLING GREEN ST ST - 1
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2 Violent Robbery 10H60 Apartment 4400-4499 S MACGREGOR WAY - - 1
22 Violent Robbery 10H60 Bar or Nigl 3300-3399 DIXIE DR - - 1
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13 Violent Robbery 10H60 Restaurant 2500-2599 SOUTHMORE BLVD - 1
12 Violent Robbery 10H60 Road, Stree 2400-2499 ARBOR ST ST - 1
8 Violent Robbery 10H60 Convenien 200-299 MALLOW GROVE - - 1
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3 Violent Aggravated Assault 10H60 Hotel, Mot 3800-3899 CANNFIELD ST ST - 1
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17 Violent Aggravated Assault 10H60 Apartment 4600-4699 JETTY LN - - 1
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14 Violent Aggravated Assault 10H60 Road, Stree 2700-2799 CANNFIELD ST ST - 1
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3 Violent Rape 10H60 Alley 7800-7899 KELLWOOD DR - - 1
3 Violent Robbery 10H60 Liquor Sto 3300-3399 DIXIE DR - - 1
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December 2017 CT 48201312700 Violent Crime Map
December 2017 CT 48201312400 Violent Crime Map
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The Applicant Eligibility Certification(s) is included behind this tab.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

By:

Signature of Authorized Representative

Gretchen Myers

Printed Name

Board of Director for The Menstrum Center (f/k/a Menstrual Counseling Center, Inc.)

Title

February 21, 2018

Date

THE STATE OF TEXAS §

COUNTY OF HARVEY §

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

Gretchen Myers

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 21st day of February, 2018

(Seal)

ANGELICA SERVA
NOTARY PUBLIC
STATE OF TEXAS
EXPIRES
MARCH 18, 2018

Notary Public Signature
2018 Applicant Eligibility Certification

By: 

Signature of Authorized Representative

Michael Kauth

Printed Name

Board of Director for The Monrooe Center f/k/a Monrooe Counseling Center, Inc.

Title

February 20, 2018

Date

THE STATE OF TEXAS

COUNTY OF HARRIS

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 20th day of February, 2018

Notary Public Signature
By: __________
Signature of Authorized Representative

________________________
Tara Kelly
Printed Name

________________________
Board of Director for The Montrose Center f/k/a Montrose Counseling Center, Inc.
Title

________________________
February 21, 2018
Date

THE STATE OF TEXAS §
COUNTY OF Harris §

Before me, a notary public, on this day personally appeared Tara Kelly, 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 21st day of February, 2018

(Seal)

Notary Public Signature

Page 6 of 6
2018 Applicant Eligibility Certification

By: Daryl Sinkule

Printed Name

Board of Director for The Montrose Center &/a Montrose Counseling Center, Inc.

Title

February 21, 2018

Date

THE STATE OF TEXAS §

COUNTY OF Harris §

Before me, a notary public, on this day personally appeared Daryl Sinkule, 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 21st day of February, 2018

(Sqal)

SUSAN Cavanaugh
MY COMMISSION EXPIRES
July 12, 2019

Notary Public Signature
THE STATE OF Texas §
COUNTY OF Harris §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 20th day of February, 2018

Notary Public Signature
2018 Applicant Eligibility Certification

By:

Signature of Authorized Representative

Aaron Masterson
Printed Name

Board Member
Title

Feb 20, 2018
Date

THE STATE OF Texas
COUNTY OF Harris

Before me, a notary public, on this day personally appeared Aaron Masterson, 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)

Angelica Seena
Notary Public Signature
2018 Applicant Eligibility Certification

By: __________________________

Signature of Authorized Representative

Daryl Shorter

Printed Name

Board of Director for The Montrose Center’s Montrose Counselling Center, Inc.

Title

February 27, 2018

Date

THE STATE OF TEXAS

COUNTY OF HARRIS

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

Notary Public Signature
THE STATE OF TEXAS §
COUNTY OF Harris §

Before me, a notary public, on this day personally appeared Nancy Sims, 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 21st day of February, 2018

Notary Public Signature
2018 Applicant Eligibility Certification

By: Kimberlie Watson

Signature of Authorized Representative

Kimberlie Watson

Printed Name

Board Member

Title

2/20/18

Date

THE STATE OF Texas

COUNTY OF Harris

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 20th day of February, 2018

[Notary Public Signature]
2018 Applicant Eligibility Certification

By: [Signature]

Signature of Authorized Representative

Gary Wood
Printed Name

Board of Director for The Nearsne Center (a/k/a Nearsne Counseling Center, Inc)

Title

February 27, 2018
Date

THE STATE OF TEXAS

COUNTY OF

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

Notary Public Signature
2018 Applicant Eligibility Certification

By: __________________________

Signature of Authorized Representative

Ann J Robison

Printed Name

Executive Director

Title

2-20-18

Date

THE STATE OF Texas

COUNTY OF Harris

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 20th day of February 2018

[Notary Public Signature]
2018 Applicant Eligibility Certification

By: ______________________________
   Signature of Authorized Representative

______________________________
Stephan Fairfield
Printed Name

______________________________
Board of Director for Covenant Neighborhoods, Inc.
Title

February 23, 2018
Date

THE STATE OF TEXAS

COUNTY OF Harris

Before me, a notary public, on this day personally appeared
______________________________
Stephan Fairfield
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 23rd day of February, 2018

(Seal)

SONIA ALDRETT
My Notary ID # 124821372
Expires February 11, 2022
Notary Public Signature
2018 Applicant Eligibility Certification

By: [Signature]

Signature of Authorized Representative

Marlon Mitchell

Printed Name

Board of Director for Covenant Neighborhoods, Inc.

Title

February 23, 2018

Date

THE STATE OF TEXAS

COUNTY OF Harris

Before me, a notary public, on this day personally appeared Marlon Mitchell, 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 23rd day of February, 2018

(Seal)

SONIA ALDRETT
My Notary ID # 124821372
Expires February 11, 2022

Notary Public Signature
2018 Applicant Eligibility Certification

By: __________________________
    Signature of Authorized Representative

______________________________
Gerald McIntosh
Printed Name

Board of Director for Covenant Neighborhoods, Inc.
Title

February 27, 2018
Date

THE STATE OF Texas North Carolina
COUNTY OF Buncombe

Before me, a notary public, on this day personally appeared
Gerald McIntosh, 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 27 day of February, 2018

[Notary Public Signature]
Multifamily Direct Loan Certification

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

The form for the certification will be posted to the Department's website at

http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm
Provide the contact information for the Applicant and any staff responsible for Administrative Deficiencies and/or clarifications to the Application.

<table>
<thead>
<tr>
<th>1. Applicant Contact Information</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name:</strong> Ann J. Robison</td>
<td><strong>Phone:</strong> (713) 529-0037</td>
</tr>
<tr>
<td><strong>Email:</strong> <a href="mailto:arobison@montrosecenter.org">arobison@montrosecenter.org</a></td>
<td>(713) 800-0900</td>
</tr>
<tr>
<td><strong>Mailing Address:</strong> 401 Branard St., 2nd Fl.</td>
<td></td>
</tr>
<tr>
<td><strong>Street</strong></td>
<td><strong>City</strong></td>
</tr>
<tr>
<td><strong>State</strong></td>
<td><strong>Zip</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2. Second Contact</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name:</strong> Stephan Fairfield</td>
<td><strong>Phone:</strong> (832) 879-2204</td>
</tr>
<tr>
<td><strong>Email:</strong> <a href="mailto:sfairfield@covenantneighborhoods.org">sfairfield@covenantneighborhoods.org</a></td>
<td>(713) 469-2110</td>
</tr>
<tr>
<td><strong>Mailing Address:</strong> 710 N. Post Oak Rd., Ste. 400</td>
<td></td>
</tr>
<tr>
<td><strong>Street</strong></td>
<td><strong>City</strong></td>
</tr>
<tr>
<td><strong>State</strong></td>
<td><strong>Zip</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3. Consultant Contact (if applicable)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name:</strong> Donna Rickenbacker</td>
<td><strong>Phone:</strong> (713) 560-0068</td>
</tr>
<tr>
<td><strong>Email:</strong> <a href="mailto:donna@marqueconsultants.com">donna@marqueconsultants.com</a></td>
<td>(713) 560-0068</td>
</tr>
<tr>
<td><strong>Mailing Address:</strong> 710 N. Post Oak Rd., Ste. 400</td>
<td></td>
</tr>
<tr>
<td><strong>Street</strong></td>
<td><strong>City</strong></td>
</tr>
<tr>
<td><strong>State</strong></td>
<td><strong>Zip</strong></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>0</td>
</tr>
<tr>
<td>Underserved Area</td>
<td>§11.9(c)(5)</td>
<td>5</td>
</tr>
<tr>
<td>Tenant Populations with Special Needs</td>
<td>§11.9(c)(6)</td>
<td>2</td>
</tr>
<tr>
<td>Proximity to the Urban Core</td>
<td>§11.9(c)(7)</td>
<td>5</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>11</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>5</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>
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</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>
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</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

## Development Address (All Programs)

<table>
<thead>
<tr>
<th>Address</th>
<th>Houston</th>
</tr>
</thead>
<tbody>
<tr>
<td>2222 Cleburne</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Region</th>
<th>Zip</th>
<th>County</th>
<th>Urban/Rural</th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td>77004</td>
<td>Harris</td>
<td>Urban</td>
</tr>
</tbody>
</table>

## Census Tract Information (All Programs)

<table>
<thead>
<tr>
<th>Census Tract Number</th>
<th>Median Household Income</th>
<th>Quartile</th>
<th>Poverty Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>(11 digits)</td>
<td>46125.00</td>
<td>3q</td>
<td>26.7</td>
</tr>
</tbody>
</table>

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

## Resolutions (All Programs, if applicable) - §11.3

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

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

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

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

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

- Development Site is appropriately zoned? **Yes**
- Zoning Designation: **Houston-No Zoning**
- Flood Zone Designation: **X**
- Entire Development Site is outside the 100 year floodplain. **Yes**

## 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></td>
<td>2015</td>
</tr>
<tr>
<td>锁hart ES</td>
<td>PK through 5</td>
<td>Yes</td>
</tr>
<tr>
<td>Cullen MS</td>
<td>6 through 8</td>
<td>No</td>
</tr>
<tr>
<td>Yates HS</td>
<td>9 through 12</td>
<td>Yes</td>
</tr>
</tbody>
</table>

- [X] School district has no attendance zones and the closest schools are listed.
- [X] 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. **Not Applicable-Elderly Limitation Development**

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

- Street Map with Site Drawn and Identified
- Census Tract Map with Development Site Identified
  https://factfinder.census.gov/faces/nav/jsf/pages/searchresults.xhtml?refresh=t
- Evidence of Zoning and/or Evidence of Re-Zoning Process
- Evidence of Flood Zone Designation
- School Attendance Zone Map with Development labeled;
- 2017 TEA accountability information for each school tab.
- 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. N/A-ELDERLY LIMITATION
- For Tax-Exempt Bond Applications the resolution of no objection to satisfy requirements of §10.204(4) of the
  Uniform Multifamily Rules is included
- For Tax-Exempt Bond Applications the resolution of no objection to satisfy requirements of §10.204(4) of the
  Uniform Multifamily Rules is not included and will be provided under separate cover no later than 14 days
  prior to the Board meeting selected in Tab 1b
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): 2001 federal Register notice published September 11, 2017.
The 2018 Qualified Census Tracts (QCTs) and Difficult Development Areas (DDAs) are effective January 1, 2018. The 2018 designations use data from the 2010 Decennial census and three releases of 5-year tabulations from the American Community Survey (ACS): 2009-2013.

For full screen map, click here.

Select Year
- 2018
- 2017

Cleburne-Site
To: Whom It May Concern

From: Patrick Walsh, P.E., Director
Planning and Development Department

Effective Date: January 1, 2018

The City of Houston does not have a zoning ordinance. This is the city of Houston’s no zoning letter applicable to any property inside the city of Houston. This does not address any separately filed restrictions that may be applicable to the property. You may use this letter to present to your lender. This letter will be updated on January 1, 2019.

All applicable development regulations and subdivisions laws can be obtained through a review of the City Code of Ordinances, which is located on the City of Houston internet site accessed through www.houstonplanning.com or www.houstontx.gov/planning.
**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>1 - Student Achievement</td>
<td>491</td>
<td>762</td>
<td>64</td>
</tr>
<tr>
<td>2 - Student Progress</td>
<td>184</td>
<td>400</td>
<td>46</td>
</tr>
<tr>
<td>3 - Closing Performance Gaps</td>
<td>262</td>
<td>800</td>
<td>33</td>
</tr>
<tr>
<td>4 - Postsecondary Readiness</td>
<td>30.0</td>
<td>30</td>
<td>30</td>
</tr>
</tbody>
</table>

**District Demographics**

- **Campus Type**: Elementary
- **Campus Size**: 665 Students
- **Grade Span**: PK - 05
- **Percent Economically Disadvantaged**: 76.8
- **Percent English Language Learners**: 0.5
- **Mobility Rate**: 13.5
- **Percent Served by Special Education**: 4.2
- **Percent Enrolled in an Early College Education Program**: 0.0

**System Safeguards**

**Number and Percentage of Indicators Met**

<table>
<thead>
<tr>
<th>Metric</th>
<th>Number Met</th>
<th>Percentage Met</th>
</tr>
</thead>
<tbody>
<tr>
<td>Performance Rates</td>
<td>5</td>
<td>42%</td>
</tr>
<tr>
<td>Participation Rates</td>
<td>6</td>
<td>100%</td>
</tr>
<tr>
<td>Graduation Rates</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>11</td>
<td>61%</td>
</tr>
</tbody>
</table>

For further information about this report, please see the Performance Reporting website at https://rptsr1.tea.texas.gov/perfreport/account/2017/index.html

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

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

Performance Index Report

Performance Index Summary

System Safeguards
Number and Percentage of Indicators Met

For further information about this report, please see the Performance Reporting Division website at https://rptsvr1.tea.texas.gov/perfreport/account/2016/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 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)
Earned: 339
Maximum: 508
Score: 67

Index 2
Student Progress (Target Score=30)
Earned: 146
Maximum: 400
Score: 37

Index 3
Closing Performance Gaps (Target Score=28)
Earned: 204
Maximum: 600
Score: 34

Index 4
Postsecondary Readiness (Target Score=12)
Earned: 17.5
Maximum: N/A
Score: 18

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
NO DISTINCTION EARNED

Campus Demographics

Campus Type: Elementary
Campus Size: 731 Students
Grade Span: PK - 05
Percent Economically Disadvantaged: 70.3
Percent English Language Learners: 0.3
Mobility Rate: 14.3

State System Safeguards

Number and Percent of Indicators Met

Performance Rates: 5 out of 10 = 50%
Participation Rates: 4 out of 4 = 100%
Graduation Rates: N/A

Total: 9 out of 14 = 64%

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
Cullen Middle School Attendance Zone

- **2222 Cleburne-Site**
- **Cullen**
- **Cullen MS**

- **Cullen**
- **Nearby Campuses**
- **Railroads**
- **Freeway**
- **Major Roads**
- **Bayous**

Prepared by Houston ISD Demographics
Accountability Rating

Improvement Required

Met Standards on
- Student Progress

Did Not Meet Standards on
- Student Achievement
- Closing Performance Gaps
- Postsecondary Readiness

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

Index 1
- Student Achievement (Target Score=60)
  - Points Earned: 44
  - Maximum Points: 1,232
  - Index Score: 44

Index 2
- Student Progress (Target Score=30)
  - Points Earned: 38
  - Maximum Points: 1,000
  - Index Score: 38

Index 3
- Closing Performance Gaps (Target Score=26)
  - Points Earned: 22
  - Maximum Points: 2,000
  - Index Score: 22

Index 4
- Postsecondary Readiness (Target Score=13)
  - Points Earned: 10
  - Maximum Points: 13
  - Index Score: 10

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>541</td>
<td>1,232</td>
<td>44</td>
</tr>
<tr>
<td>2 - Student Progress</td>
<td>380</td>
<td>1,000</td>
<td>38</td>
</tr>
<tr>
<td>3 - Closing Performance Gaps</td>
<td>439</td>
<td>2,000</td>
<td>22</td>
</tr>
<tr>
<td>4 - Postsecondary Readiness</td>
<td>9.7</td>
<td>N/A</td>
<td>10</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: 491 Students
Grade Span: 06 - 08
Percent Economically Disadvantaged: 76.2
Percent English Language Learners: 9.8
Mobility Rate: 38.0
Percent Served by Special Education: 19.1
Percent Enrolled in an Early College High School Program: 0.0

System Safeguards

Number and Percentage of Indicators Met

<table>
<thead>
<tr>
<th>Category</th>
<th>Number of Indicators Met</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Performance Rates</td>
<td>1 out of 23 = 4%</td>
<td></td>
</tr>
<tr>
<td>Participation Rates</td>
<td>11 out of 12 = 92%</td>
<td></td>
</tr>
<tr>
<td>Graduation Rates</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>12 out of 35 = 34%</td>
<td></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
TEXAS EDUCATION AGENCY  
2016 Accountability Summary  
CULLEN MIDDLE (101912044) - HOUSTON ISD

**Accountability Rating**

**Improvement Required**

<table>
<thead>
<tr>
<th>Met Standards on</th>
<th>Did Not Meet Standards on</th>
</tr>
</thead>
<tbody>
<tr>
<td>- Student Progress</td>
<td>- Student Achievement&lt;br&gt;- Closing Performance Gaps&lt;br&gt;- Postsecondary Readiness</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**

![Performance Index Chart](chart)

**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>665</td>
<td>1,500</td>
<td>44</td>
</tr>
<tr>
<td>2 - Student Progress</td>
<td>365</td>
<td>1,000</td>
<td>37</td>
</tr>
<tr>
<td>3 - Closing Performance Gaps</td>
<td>494</td>
<td>2,000</td>
<td>25</td>
</tr>
<tr>
<td>4 - Postsecondary Readiness</td>
<td>9.7</td>
<td>N/A</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**: Middle School
- **Campus Size**: 595 Students
- **Grade Span**: 06 - 08
- **Percent Economically Disadvantaged**: 80.2
- **Percent English Language Learners**: 6.4
- **Mobility Rate**: 38.0

**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://rptsrv1.tea.texas.gov/perfreport/account/2016/index.html

TEA Division of Performance Reporting

Page 1

September 2016
Accountability Rating

Improvement Required

Met Standards on
- Student Progress
- Closing Performance Gaps

Did Not Meet Standards on
- Student Achievement
- Postsecondary Readiness

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)
Points Earned: 48
Maximum Points: 917
Index Score: 48%

Index 2
Student Progress (Target Score=28)
Points Earned: 32
Maximum Points: 1,000
Index Score: 32%

Index 3
Closing Performance Gaps (Target Score=27)
Points Earned: 28
Maximum Points: 1,800
Index Score: 28%

Index 4
Postsecondary Readiness (Target Score=13)
Points Earned: 8
Maximum Points: N/A
Index Score: 8%

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</td>
<td>439</td>
<td>917</td>
<td>48%</td>
</tr>
<tr>
<td>2</td>
<td>318</td>
<td>1,000</td>
<td>32%</td>
</tr>
<tr>
<td>3</td>
<td>502</td>
<td>1,800</td>
<td>28%</td>
</tr>
<tr>
<td>4</td>
<td>STAAR Score: 8.3</td>
<td>Graduation Rate Score: N/A</td>
<td>Graduation Plan Score: N/A</td>
</tr>
<tr>
<td></td>
<td>1 out of 18 = 6%</td>
<td>Participation Rates: 7 out of 7 = 100%</td>
<td>Graduation Rates: N/A</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
ATTENDANCE ZONE LOCATIONS:
Emancipation Community Center 3018 Dowling, Houston, TX 77004, (713) 284-1911
MacGregor Community Center 5225 Calhoun, Houston, TX 77021, (713) 747-8650
Smith Neighborhood Library 3624 Scott St., Houston, TX 77004, (832) 393-2050
Young Neighborhood Library 5260 Griggs Road, Palm Center, Houston, TX 77021, (832) 393-2140
Third Ward Multi Service Center 3611 Ennis Street, Houston, TX 77004, (713) 527-4005
Riverside Preventive Health Center, 3315 Delano, Houston, TX 77004, (713) 831-9663

ALSO NEARBY:
Eastwood Community Center 5020 Harrisburg, Houston, TX 77011, (713) 928-4801
J. Robinson Jr. Community Center 2020 Hermann Drive, Houston, TX 77004, (713) 284-1997
Settegast Community Center 3000 Garrow, Houston, TX 77003, (713) 238-2200
Clayton Library for Genealogical Research 5300 Caroline, Houston, TX 77004, (832) 393-2600
Flores Neighborhood Library 110 North Milby, Houston, TX 77003, (832) 393-1780
HPL Express Discovery Green 1500 McKinney, R2, Houston, TX 77010, (832) 393-1375
Parent Resource Library- Children’s Museum of Houston 1500 Binz, Houston, TX 77004, (713) 535-7264

26-03 Magnolia WIC Program Center 7037 Capitol, Houston, TX 77011, (832) 393-5427

SERVICES AVAILABLE:
Community Centers – Available to public for social, cultural, educational, health and recreational activities. These activities include but not limited to: arts and crafts, games, dance classes, community meetings, summer enrichment camps, computer training, and athletics, and more.

Health Centers – Provides prenatal/maternity care, immunizations, dental care, health and nutritional information and care.

Multi-Service Centers – Provides nutritional, health and wellness, mental health, social, education, recreational and public safety services.

Neighborhood Libraries – Provides free access to print and electronic media, music and internet. Programs include free tutoring, SAT test prep, reading clubs and early childhood literacy as well as classes in technology, language and financial literacy.

WIC Program Centers - Services for middle to low-income women, infants, and children up to age 5 include providing free prenatal/postpartum nutrition education, nutritional foods, counseling, and health care referrals.

Note: Not all services are provided at all centers. Call each center for specific information.
Accountability Rating
Met Standard

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

Did Not Meet Standards on
- Student Achievement

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

Index | Points Earned | Maximum Points | Index Score
--- | --- | --- | ---
1 - Student Achievement | 770 | 1,505 | 51
2 - Student Progress | 246 | 1,000 | 25
3 - Closing Performance Gaps | 507 | 1,600 | 32
4 - Postsecondary Readiness | | | 
   STAAR Score | 8.5 | | 
   Graduation Rate Score | 18.8 | | 
   Graduation Plan Score | 21.1 | | 
   Postsecondary Component Score | 17.4 | | 

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: 845 Students
Grade Span: 09 - 12
Percent Economically Disadvantaged: 62.1
Percent English Language Learners: 4.1
Mobility Rate: 32.0
Percent Served by Special Education: 18.9
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>7 out of 22 = 32%</td>
<td></td>
</tr>
<tr>
<td>Participation Rates</td>
<td>12 out of 12 = 100%</td>
<td></td>
</tr>
<tr>
<td>Graduation Rates</td>
<td>0 out of 4 = 0%</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>19 out of 38 = 50%</td>
<td></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
Accountability Rating

Met Standard

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

Did Not Meet Standards on
- Student Achievement

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>769</td>
<td>1,517</td>
<td>51</td>
</tr>
<tr>
<td>2 - Student Progress</td>
<td>204</td>
<td>1,000</td>
<td>20</td>
</tr>
<tr>
<td>3 - Closing Performance Gaps</td>
<td>505</td>
<td>1,600</td>
<td>32</td>
</tr>
<tr>
<td>4 - Postsecondary Readiness</td>
<td>STAAR Score: 8.2</td>
<td>Graduation Rate Score: 20.3</td>
<td>Graduation Plan Score: 20.8</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: 927 Students
- Grade Span: 09 - 12
- Percent Economically Disadvantaged: 68.8%
- Percent English Language Learners: 3.2%
- Mobility Rate: 27.2%

System Safeguards

<table>
<thead>
<tr>
<th>Number and Percentage of Indicators Met</th>
</tr>
</thead>
<tbody>
<tr>
<td>Performance Rates: 7 out of 20 = 35%</td>
</tr>
<tr>
<td>Participation Rates: 5 out of 11 = 45%</td>
</tr>
<tr>
<td>Graduation Rates: 0 out of 4 = 0%</td>
</tr>
<tr>
<td>Total: 12 out of 35 = 34%</td>
</tr>
</tbody>
</table>

For further information about this report, please see the Performance Reporting Division website at https://rptsrv1.tea.texas.gov/perfreport/account/2016/index.html
Texas Education Agency
2015 Accountability Summary
Yates H S (101912020) - Houston ISD

Accountability Rating
Improvement Required

Met Standards on
- Closing Performance Gaps
- Postsecondary Readiness

Did Not Meet Standards on
- Student Achievement
- Student Progress

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 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>851</td>
<td>1,462</td>
<td>58</td>
</tr>
<tr>
<td>2 - Student Progress</td>
<td>71</td>
<td>600</td>
<td>12</td>
</tr>
<tr>
<td>3 - Closing Performance Gaps</td>
<td>548</td>
<td>1,600</td>
<td>34</td>
</tr>
<tr>
<td>4 - Postsecondary Readiness</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>STAAR Score</td>
<td>5.7</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Graduation Rate Score</td>
<td>20.9</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Graduation Plan Score</td>
<td>21.9</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Postsecondary Component Score</td>
<td>13.4</td>
<td></td>
<td></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
Site Information Form Part II

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

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

AND

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

OR

☐ The census tract has a median household income 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.

Contiguous Census Tract #  Contiguous Tract Quartile

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

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

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

Application is seeking points for Opportunity Index. Total Points Claimed: 0

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.

<table>
<thead>
<tr>
<th>Contiguous Census Tract #</th>
<th>Contiguous Census Tract #</th>
</tr>
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<tbody>
<tr>
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<tr>
<td>48201313000</td>
<td>48201312900</td>
</tr>
<tr>
<td>48201312800</td>
<td></td>
</tr>
</tbody>
</table>

Application is seeking points for Underserved Area. Total Points Claimed: 5

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: 5

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

<table>
<thead>
<tr>
<th>Region:</th>
<th>Urban</th>
</tr>
</thead>
</table>

- 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):
  - full service grocery store (1 mile)
  - pharmacy (1 mile)
  - health-related facility (3 miles)
  - census tract with ≥27% associate degrees adults aged ≥25
- 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
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 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 Concerted Revitalization. Total Points Claimed: 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: 6

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

X Application meets all of the following requirements:

X 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.

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

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

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

X Application includes a DETAILED narrative description of each piece of evidence provided 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: 5

Application includes 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 points were claimed for Opportunity Index, but location would qualify for at least 4 points under §11.9(c)(4)(B):

...
### Supporting Documentation for the Site Information Form Part II

<table>
<thead>
<tr>
<th>n/a</th>
<th>Opportunity Index (Competitive HTC and Direct Loan Only)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Map with Development Site boundaries indicated, relative to census tract boundaries</td>
</tr>
<tr>
<td></td>
<td>Map with Development Site boundaries indicated, relative to census tract boundaries; and contiguous census tract with evidence of no physical barriers between the tracts</td>
</tr>
<tr>
<td></td>
<td>Map(s) of Community Assets with Development, radius, and each asset labeled</td>
</tr>
<tr>
<td></td>
<td>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</td>
</tr>
<tr>
<td></td>
<td>For each amenity, supporting documentation to evidence how the amenity meets each requirement for the amenity</td>
</tr>
<tr>
<td></td>
<td>Print-out from DFPS website confirming daycare licensed to serve relevant age groups (<a href="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</a>)</td>
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<tr>
<td></td>
<td>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 (<a href="https://www.neighborhoodscout.com">https://www.neighborhoodscout.com</a>)</td>
</tr>
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<td></td>
<td>Print-out from THECB website confirming accreditation of university or community college <a href="http://www.txhighereddata.org/Interactive/Institutions.cfm">http://www.txhighereddata.org/Interactive/Institutions.cfm</a></td>
</tr>
<tr>
<td></td>
<td>Evidence of regular and recurring substantive services provided by community, civic or service organization, as applicable</td>
</tr>
<tr>
<td></td>
<td>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</td>
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<tr>
<td></td>
<td>Evidence of Underserved Area (Competitive HTC and Direct Loan Only)</td>
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<td></td>
<td>For Colonia:</td>
</tr>
<tr>
<td></td>
<td>Evidence from Attorney General of Colonia boundaries; and <a href="https://www.texasattorneygeneral.gov/cpd/colonias">https://www.texasattorneygeneral.gov/cpd/colonias</a></td>
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<tr>
<td></td>
<td>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</td>
</tr>
<tr>
<td></td>
<td>Map showing development site boundaries, relative to Colonia boundaries, and distance from Rio Grande river border.</td>
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<tr>
<td></td>
<td>For Economically Distressed Areas:</td>
</tr>
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<td></td>
<td>A letter or correspondence from Texas Water Development Board indicating the boundaries of the EDA; and</td>
</tr>
<tr>
<td></td>
<td>Map showing development site boundaries, relative to EDA boundaries.</td>
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<td></td>
<td>For other items:</td>
</tr>
<tr>
<td></td>
<td>Development must be awarded 2002 or earlier for 15-year threshold and 1987 or earlier for 30-year threshold.</td>
</tr>
<tr>
<td></td>
<td>The Site Demographic Characteristics Report is posted on the Department’s website at <a href="http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm">http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm</a></td>
</tr>
<tr>
<td></td>
<td>Map with Development Site boundaries indicated, relative to census tract boundaries</td>
</tr>
<tr>
<td></td>
<td>Map with census tract boundaries indicated, relative to boundaries of incorporated area, if applicable</td>
</tr>
<tr>
<td></td>
<td>Map with all contiguous census tracts, if applicable</td>
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<tr>
<td></td>
<td>Proximity to Urban Core (Competitive HTC Only)</td>
</tr>
<tr>
<td></td>
<td>Map with the appropriate radius, City Hall location, and evidence of meetings regularly scheduled for City Council, City Commission, or similar governing body.</td>
</tr>
</tbody>
</table>
**Concerted Revitalization Plan (Competitive HTC Only)**

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

**Rural:**
- n/a
- n/a
- n/a

**Evidence Development is public housing or affordable housing supported by USDA, HUD, HOME or CDBG**

**Declared Disaster Area:**
- n/a
- 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.
- Resolution from appropriate Governing Body describing concerted revitalization effort and identifying Development as contributing more than any other to such effort.
- For each amenity, supporting documentation to evidence that the amenity meets each Opportunity Index requirement for the amenity

**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)

- Applicant believes the county in which the Development Site is located was omitted from the list and should be listed. Application includes evidence that the Development Site is located in an area declared to be a disaster area under Tex. Gov't Code §418.014 at the time of early Application submission (January 26, 2018), at the Full Application Delivery Date, or at any time within the two-year period preceding the Full Application Delivery Date (as of March 1, 2016).
Readiness to Proceed

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

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

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

- Loan or equity commitments with evidence of completed due diligence
  - See Attached Narrative

- Confirmation from lender that non-refundable application and/or due diligence fee has been paid to lender and/or equity provider
  - See Attached Narrative

- 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.
  - See Attached Narrative

- Evidence from lender that the lenders' third party reports have been ordered

- Signed architect contract
  - See Attached Narrative

- Critical path schedule with specific anticipated date for each milestone for site development and building permitting from the architect of record
  - See Attached Narrative

- 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
  - See Attached Narrative
| Evidence of selection of construction contractor | See Attached Narrative |
| Description of timing for execution of construction contracts | |
| For any applicable public entity, evidence that contract procurement(s) has been issued per 2 CFR 200 | |
| For any applicable public entity, evidence that contract procurement(s) has been completed per 2 CFR 200 | |
| Detailed construction schedule including groundbreaking, start of site work, start of vertical construction, etc. | |
| Project execution plan | See Attached Narrative |
| Other (describe): | See Attached Narrative |
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- Census Tract Site 48201312700
- Contiguous Census Tract 48201312400
- Contiguous Census Tract 48201312600
- Contiguous Census Tract 48201313000
- Contiguous Census Tract 48201312900
- Contiguous Census Tract 48201312800
The 2018 Qualified Census Tracts (QCTs) and Difficult Development Areas (DDAs) are effective January 1, 2018. The 2018 designations use data from the 2010 Decennial census and three releases of 5-year tabulations from the American Community Survey (ACS): 2009-2013; 2010-2014; and 2011-2015. The designation methodology is explained in the federal Register notice published September 11, 2017.
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<th>Project Address</th>
<th>Project City</th>
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<th>LMIH &amp; Assisted</th>
<th>Total Units</th>
<th>LMIH Units</th>
<th>Population Served</th>
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Microsoft Excel

We couldn't find what you were looking for. Click Options for more ways to search.

Find and Replace

Find what: 48201712709

Find All  Edit All  Close
Contiguous Census Tract - 3124.00

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<td>Total Units</td>
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Microsoft Excel

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## Contiguous Census Tract - 3129.00

| A | B | C | D | E | F | G | H | I | J | K | L | M | N | O | P | Q | R | S | T | U | V | W | X | Y |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 |

**Microsoft Excel**

We couldn't find what you were looking for. Click Options for more ways to search.

Find and Replace

**Find what:**

**Replace with:**

Find All

Find Next

Close

Urban-Rural | Opportunity Index | Education Attainment | 2x units per capita | 20% HTC Units | MSAs | County Codes

Property Inventory: Nov 10, 2017
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The following data provides information required to determine if a Development Site is located in a place or county with more than twice the state average of units per capita supported by Housing Tax Credits (HTC) or private activity bonds. Pursuant to §11.3(b) of the Qualified Allocation Plan, as well as §2306.6703(a)(4) of the Texas Government Code, Applicants may be required to obtain a Governing Body Resolution in order for Developments located in certain census tracts to be eligible for funding.

The population figures are from the 2011-2015 ACS. The tax credit units data is derived from the Department's inventory of tax credit developments (as of November 9, 2017 TDHCA Board meeting, last worksheet in this spreadsheet). Applicants are encouraged to independently verify the information provided herein. In some instances Developments have been found to be located in an ETJ of a city rather within the city limits and such information could change the results. Please contact jason.burr@tdhca.state.tx.us with any questions.

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<th>All Unit Per Cap Pl</th>
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In accordance with the Texas Open Meetings Act the agenda is posted for public information, at all times, for at least 72 hours preceding the scheduled time of the meeting on the bulletin board located on the exterior wall of the City Hall building at 901 Bagby.

The agenda may be accessed via the Internet at http://houston.novusagenda.com/agendapublic/. Copies of the agenda are available in the Office of the City Secretary in the City Hall Annex, Public Level at no charge. To receive the agenda by mail, send check or money order for $52.00 for a one year subscription, made payable to the City of Houston to the attention of the City Secretary, P.O. Box 1562, Houston, Texas 77251.

To reserve time to appear before Council call 832-393-1100 or come to the Office of the City Secretary, City Hall Annex, Public Level at least 30 minutes prior to the scheduled public session shown on the agenda.

NOTE: If a translator is required, please advise when reserving time to speak.
TAB 10 (4) – CONCERTED REVITALIZATION

1. Letter from City of Houston that includes:
   a. Copy of Ordinances Adopting Plan
   b. Copy of Plan;
   c. Map of Target area;
   d. Evidence of Committed Funds;
   e. Evidence of Public Process;
   f. Evidence of Plan Duration;
   g. Discussion on appropriate Area for Placement of housing.

2. Resolution Explicitly identifying 2222 Cleburne as contributing more than any other to the Concerted Revitalization efforts in TIRZ #7.

3. Map and listing of Amenities
February 19, 2018

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

Re: 2222 Cleburne; TDHCA No. 18243

Dear Mr. Irvine:

Please let this letter serve to satisfy the requirements of Section 11.9(d)(7)-Concerted Revitalization Plan of the 2018 Qualified Allocation Plan ("QAP") regarding points associated with sites located in areas targeted for revitalization.

2222 Cleburne (the "Development") is a proposed senior rental housing community to be located at 2222 Cleburne, Houston, TX 77004. The Development site is located in Reinvestment Zone Number 7, City of Houston, TX ("TIRZ #7"). TIRZ #7 was created by City Ordinance No. 97-478 which was adopted by the City Council of the City of Houston (the "City") on May 7, 1997 (the "Creation Ordinance") for the purpose of creating and supporting an environment attractive to private investment primarily along the Almeda, Old Spanish Trail and Griggs corridors and in the Upper Third Ward area of the City. This area of the City is generally referred to as the Old Spanish Trail/Almeda Corridors area ("CRP Area").

The Board of Directors of TIRZ #7 adopted and the City approved City Ordinance No. 97-539 on May 14, 1997, the Project Plan and Reinvestment Zone Financing Plan (the "Initial CRP Plan"). The Initial CRP Plan was amended by Ordinance from time to time each of which became effective upon approval by the City (the Initial CRP Plan as amended from time to time, the "CRP Plan"). Attached to this letter please find the Creation Ordinance ("Exhibit "A-1"), the Initial CRP Plan ("Exhibit "A-2") and the Sixth Amendment to the CRP Plan approved by City Council by City Ordinance No. 2016-957 on December 7, 2016 ("Exhibit "A-3"), confirming the following:

1. The Initial Ordinance and CRA Plan were duly adopted by the City as outlined above with the required public input process followed;

2. The CRP Plan is current, has committed funding to accomplish it targeted revitalization efforts in the CRP Area on a timeline as outlined in the CRP Plan and has a duration to December 31, 2038;

3. The CRP Area consist of a neighborhood that is much larger than the Development Site. Attached please find a legible copy of the Map of the current CRP Area attached as Exhibit "B", denoting the location of the Development site within the boundaries of the CRP Area, which map is on Page 29 of 31 of the Sixth Amendment to the CRP Plan;
4. The CRP Plan outlines a purpose and sets forth goals, expectations, and redevelopment plans and programs necessary to create and support an environment attractive to private investment to ensure long-term stability and viability of the TIRZ Area;

5. The CRP Plan contains a budget and recognizes targeted and ongoing development and redevelopment efforts in the TIRZ Area, which budget and targeted activities in the TIRZ Area have been modified and expanded by the adoption of six amendments to the CRP Plan, which amendments are identified on Page 9 of 31 of the Sixth Amendment to the CRP Plan.

6. As a result of the above, significant redevelopment and reinvestment has occurred within the CRA Area since the Creation Ordinance and Initial CRP Plan were adopted by the City that has included:

   - Infrastructure Improvements - $19,153,022;
   - Cultural, Parks, Greenway and Public Facilities - $33,505,524; and
   - Other Project Costs (including Affordable Housing) - $83,141,118.

Based on the projects completed to date and the anticipated use of expenditures outlined in the Sixth Amendment to the CRP Plan, we very much conclude that the Development site is an appropriate area for the placement of additional affordable housing units that 2222 Cleburne will bring to the neighborhood.

Sincerely,

Ray S. Miller
Executive Staff Analyst
ray.miller@houstontx.gov
832-394-6119
EXHIBIT “A-1” - CREATION ORDINANCE
(See Attached)
AN ORDINANCE DESIGNATING A CONTIGUOUS GEOGRAPHIC AREA WITHIN THE CITY OF HOUSTON (OLD SPANISH TRAIL/ALMEDA CORRIDORS AREA) AS REINVESTMENT ZONE NUMBER SEVEN, CITY OF HOUSTON, TEXAS; CREATING A BOARD OF DIRECTORS FOR SUCH ZONE; CONTAINING FINDINGS AND PROVISIONS RELATED TO THE FOREGOING SUBJECT; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY.

* * * * * * *

WHEREAS, pursuant to Chapter 311 of the Texas Tax Code, the City may designate a contiguous geographic area within the City as a reinvestment zone if the area satisfies the requirements of certain sections of Chapter 311 of the Texas Tax Code; and

WHEREAS, the City has prepared a preliminary reinvestment zone financing plan, which provides that City of Houston ad valorem taxes are to be deposited into the tax increment fund, and that taxes of other taxing units may be utilized in the financing of the proposed zone; and

WHEREAS, the City provided notice to other taxing units levying taxes on property within the proposed zone of the public hearing on the creation of the proposed zone; and

WHEREAS, a notice of the May 7, 1997, public hearing on the creation of the proposed zone was published on April 30, 1997, in the Houston Chronicle, a newspaper of general circulation in the City; and
WHEREAS, Harris County, pursuant to Section 311.003, Texas Tax Code, has waived any applicable Texas Tax Code requirements that it receive sixty (60) days' notice of the public hearing on the creation of the proposed zone; and

WHEREAS, the Houston Independent School District, pursuant to Section 311.003, Texas Tax Code, has waived any applicable Texas Tax Code requirement that it receive sixty (60) days' notice of the public hearing on the creation of the proposed zone; and

WHEREAS, at the public hearing on May 7, 1997, interested persons were allowed to speak for or against the creation of the proposed zone, its boundaries, or the concept of tax increment financing; and

WHEREAS, evidence was received and presented at the public hearing in favor of the creation of the proposed zone under the provisions of Chapter 311, Texas Tax Code, and no one appeared or presented evidence in opposition to the creation of the proposed zone.

WHEREAS, no owner of real property in the proposed zone protested the inclusion of his property in the proposed zone;

WHEREAS, the total appraised value of property in the proposed zone and all other reinvestment zones previously created by the City is approximately $695,677,810; and

WHEREAS, the total appraised value of taxable real property in the City and in the industrial districts created by the City exceeds $55,822,800,000; and

WHEREAS, the total appraised value of real property taxable by Harris County, in which the proposed zone is located, is approximately $110,604,303,000; and
WHEREAS, the total appraised value of real property taxable by the Houston Independent School District, within those boundaries the proposed zone is located, is approximately $40,193,783,000; and

WHEREAS, the total area within the proposed zone is approximately 455 acres, excluding property that is publicly owned; and

WHEREAS, less than ten percent of the property in the proposed zone, excluding property that is publicly owned, is used for residential purposes, as that term is defined in Section 311.006(d) of the Texas Tax Code; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HOUSTON, TEXAS:

Section 1. Findings

(a) That the facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct and are adopted as part of this Ordinance for all purposes.

(b) That the City Council further finds and declares that the proposed improvements in the zone will significantly enhance the value of all the taxable real property in the proposed zone and will be of general benefit to the City.

(c) That the City Council finds that the proposed zone meets the criteria of Section 311.005 of the Texas Tax Code because the proposed zone is an area that substantially impairs or arrests the sound growth of the City, retards the provision of housing accommodations.

FINDINGS- Area that has lapsed into a situation requiring Revitalization
constitutes an economic and social liability and is a menace to the public health, safety, morals and welfare in its present condition and use because of the presence of:

(1) a substantial number of substandard, slum, deteriorated or deteriorating structures;

(2) the predominance of defective or inadequate sidewalk and street layout;

(3) faulty lot layout in relation to size, adequacy, accessibility, or usefulness;

(4) unsanitary or unsafe conditions;

(5) the deterioration of site or other improvements;

(6) tax or special assessment delinquency exceeding the fair value of the land;

(7) defective or unusual conditions of title; or

(8) the existence of conditions that endanger life or property by fire or other cause; and

(d) That City Council further finds and declares that the proposed zone meets the criteria of Section 311.005 of the Texas Tax Code because the area is predominantly open and, because of obsolete platting, deteriorating structures or site improvements and other factors, substantially impairs or arrests the sound growth of the municipality; and

(e) That the City Council, pursuant to the requirements of Chapter 311, Texas Tax Code, further finds and declares:

(1) That the proposed zone is a contiguous geographic area located wholly within the corporate limits of the City of Houston;
(2) That less than ten percent of the property in the proposed zone is used for residential purposes, as the term "residential" is defined in Section 311.06(d) of the Texas Tax Code.

(3) That the total appraised value of taxable real property in the proposed zone, and in existing reinvestment zones, if any, does not exceed fifteen percent of the total appraised value of taxable real property in the City and in industrial districts created by the City;

(4) That the proposed zone does not contain more than fifteen percent of the total appraised value of real property taxable by Harris County or in the Houston Independent School District;

(5) That development or redevelopment within the boundaries of the proposed zone will not occur solely through private investment in the reasonably foreseeable future.

(f) That the City Council further finds and declares that a portion of the area to be included in the proposed zone is located within the City's federally designated enterprise community which by state law is an enterprise zone under Chapter 2303, Texas Government Code, and is eligible for designation as a reinvestment zone pursuant to Section 311.0031 of the Texas Tax Code.
Section 2. **Exception to Guidelines**

That the City hereby excepts the proposed zone from compliance with any City reinvestment zone guidelines established by the City pursuant to Resolution No. 90-203 that are applicable to the proposed zone and that the zone does not satisfy. Section 1 of Resolution No. 90-203 specifically authorizes the City Council to grant exceptions on a zone-by-zone basis.

Section 3. **Designation of the Zone**

That the City, acting under the provisions of Chapter 311, Texas Tax Code (the "Act"), including Section 311.005(a), does hereby create and designate a reinvestment zone over the area described in Exhibit "A" and depicted in the map attached hereto as Exhibit "B." The reinvestment zone shall hereafter be identified as Reinvestment Zone Number Seven, City of Houston, Texas, (the "Zone").

Section 4. **Board of Directors**

That there is hereby created a Board of Directors for the Zone, which shall consist of seven (7) members. Positions One through Five on the Board of Directors shall be reserved for the City. Positions Six and Seven shall be reserved for other taxing units levying taxes within the Zone, each of which may appoint one director. Any taxing unit that appoints a director shall be assigned a Board position number in the order the appointment is received by the City. Failure of a taxing unit to appoint a director by July 1, 1998, shall be deemed a waiver of the right to appoint a director, and the City shall be entitled to appoint persons to the position, which shall be filled as provided below. If more than two taxing units levying taxes within the Zone appoint a
director, the number of directors on the Board of Directors shall be increased by one for each
taxing unit above two that appoints a director to the board, provided that, if more than four taxing
units levying taxes within the Zone appoint a director, the number of directors on the Board of
Directors shall be increased by two for each taxing unit above four that appoints a director to the
board, provided further, that the maximum number of directors shall not exceed fifteen (15). The
City shall be entitled to appoint a person to one position of each of the two positions created as
a result of more than four taxing units appointing directors, which position shall be filled as
provided below.

The Mayor is hereby authorized to nominate and appoint the directors to Positions One
through Five of the Board of Directors, any position Six or Seven unfilled on July 1, 1998, and
any City position created by the appointment of a director by more than two taxing units levying
taxes within the Zone, subject to the consent and approval of the City Council.

The directors appointed to odd-numbered positions shall be appointed for two year terms,
beginning on the effective date of this Ordinance, while the directors appointed to even-numbered
positions shall be appointed to a one year term, beginning on the effective date of this Ordinance.
All subsequent appointments shall be for two-year terms. The member of the Board of Directors
appointed to Position Three is hereby designated to serve as the chair of the Board of Directors
for a one-year term beginning on the effective date of this Ordinance. Thereafter, the Mayor shall
annually nominate and appoint, subject to City Council approval, the member to serve as chair
for a term of one year beginning on the anniversary of the effective date of this Ordinance. The
City Council authorizes the Board of Directors to elect from its members a vice chairman and such other officers as the Board of Directors sees fit.

The Board of Directors shall make recommendations to the City Council concerning the administration of the Zone. The Board of Directors shall prepare or cause to be prepared and adopt a project plan and a reinvestment zone financing plan for the Zone as described in Section 311.011, Texas Tax Code, and shall submit such plans to the City Council for its approval. The City hereby delegates to the Board of Directors all powers necessary to prepare and implement the project plan and reinvestment zone financing plan, subject to approval by the City Council, including the power to employ any consultants payable solely from the Tax Increment Fund established pursuant to Section 7 of this Ordinance, subject to the approval of the Director of the Finance and Administration Department, that may be reasonably necessary to assist the Board of Directors in the preparation of the project plan and reinvestment zone financing plan and in the issuance of tax increment obligations.

Section 5. **Duration of the Zone**

That the Zone shall take effect on January 1, 1998, for the deposit of tax increments into the Tax Increment Fund established pursuant to Section 7 of this Ordinance and termination of the operation of the Zone shall occur on December 31, 2028, or at an earlier time designated by subsequent ordinance, or at such time, subsequent to the issuance of tax increment bonds, if any, that all project costs, tax increment bonds, and the interest on the bonds, have been paid in full.
Section 6. **Tax Increment Base**

That the Tax Increment Base for the Zone is the total appraised value of all real property taxable by the City and located in the Zone, determined as of January 1, 1997, the year in which the Zone was designated as a reinvestment zone (the "Tax Increment Base").

Section 7. **Tax Increment Fund**

That there is hereby created and established a Tax Increment Fund for the Zone which may be divided into subaccounts as authorized by subsequent ordinances. All Tax Increments, as defined below, shall be deposited in the Tax Increment Fund. The Tax Increment Fund and any subaccount shall be maintained at the depository bank of the City and shall be secured in the manner prescribed by law for Texas cities. The annual Tax Increment shall equal the amount by which the then-current appraised value of all taxable real property located in the Zone exceeds the Tax Increment Base of the Zone less any amounts that are to be allocated from the Tax Increment pursuant to the Act. All revenues from the sale of any tax increment bonds or other notes hereafter issued by the City, if any; revenues from the sale of property acquired as part of the tax increment financing plan, if any, and other revenues to be used in the Zone shall be deposited into the Increment Fund. Money shall be disbursed from the Tax Increment Fund only to pay project costs as defined by the Texas Tax Code, for the Zone, to satisfy the claims of holders of tax increments bonds or notes issued for the Zone, or to pay obligations incurred pursuant to agreements entered into to implement the project plan and reinvestment zone financing plan pursuant to Section 311.010(b) of the Texas Tax Code.
Section 8. Severability

If any provision, section, subsection, sentence, clause or phrase of this Ordinance, or the application of same to any person to set circumstances, is for any reason held to be unconstitutional, void or invalid, the validity of the remaining provisions of this Ordinance or their application to other persons or set of circumstances shall not be affected thereby, it being the intent of the City Council in adopting this Ordinance that no portion hereof or regulations connected herein shall become operative or fail by reason of any unconstitutionality, voidness or invalidity of any portion hereof, and all provisions of this Ordinance are declared severable for that purpose.

Section 9. Open Meetings

It is hereby found, determined and declared that a sufficient written notice of the date, hour, place and subject of the meeting of the City Council at which is Ordinance was adopted as posted at a place convenient and rapidly accessible at all times to the general public at the City Hall of the City for the Time required by law preceding its meeting, as required by the Open Meetings Law, Texas Government Code, ch. 551, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.
Section 10. Notices

The contents of the notice of the public hearing, which hearing was held before the City Council on May 7, 1997, and the publication of said notice, are hereby ratified, approved and confirmed.

Section 11. Emergency

There exists a public emergency requiring that this Ordinance be passed finally on the date of its introduction as requested in writing by the Mayor; therefore, this Ordinance shall be passed finally on such date and shall take effect immediately upon its passage and approval by the Mayor.

PASSED AND APPROVED this 7th day of May, 1997.

Mayor of the City of Houston

(Prepared by Legal Dept. DFM/dfm, May 6, 1997 Senior Assistant City Attorney)
(Requested by Robert Litke, Director, Planning and Development Department)
L.D. 34-97130-01
EXHIBIT "A"

BOUNDARIES OF REINVESTMENT ZONE NUMBER SEVEN,
CITY OF HOUSTON, TEXAS
(OLD SPANISH TRAIL/ALMEDA CORRIDORS REINVESTMENT ZONE)

BEGINNING at the intersection of the west right-of-way line of Almeda Road and the south right-of-way line of Dixie Drive and proceeding southeasterly along the south right-of-way line of Dixie Drive to the intersection with the east right-of-way line of Grand Boulevard.

THENCE in a southerly direction along the east right-of-way line of Grand Boulevard to its intersection with the northwest corner of Lot 1 of the Greensboro Subdivision.

THENCE in a southeasterly direction along the north property line of Lots 1 through 8 of the Greensboro Subdivision to its intersection with the northeast property line of Lot 8 of the Greensboro Subdivision.

THENCE in a southwesterly direction along the eastern property line of Lots 8 through 16 of the Greensboro Subdivision to the southeast corner of Lot 17 of the Greensboro Subdivision.

THENCE in a westerly direction along the south property line of Lots 17 through 21 of the Greensboro Subdivision to the east right-of-way line of Grand Boulevard.

THENCE in a southerly direction along the east right-of-way line of Grand Boulevard to its intersection with the south right-of-way line of Yellowstone Boulevard.

THENCE in a southeasterly direction along the south right-of-way line of Yellowstone Boulevard to its intersection with the west right-of-way line of Highway 288.

THENCE in a northerly direction along the west right-of-way line of Highway 288 to its intersection with the north property line of Lot 2, Block 9, of the Clinton Old Subdivision.

THENCE in an easterly direction crossing Highway 288 to an intersection of the east right-of-way line of Highway 288 and the southwest corner of Lot 4, Block 6, of the Herman Park Court Subdivision.

THENCE in a southeasterly direction along the southern property lines of Block 6 and Block 5 of Herman Park Court Subdivision, to the east right-of-way line of Allegheny Street.
THENCE in a northerly direction along the east right-of-way line of Allegheny Street to its intersection with the south right-of-way line of Old Spanish Trail.

THENCE in a northeasterly direction along the south right-of-way line of Old Spanish Trail to its intersection with the south right-of-way line of Southland Avenue.

THENCE in a southeasterly direction along the south right-of-way line of Southland Avenue to its intersection with the east right-of-way line of Tierwester Street.

THENCE in a northerly direction along the east right-of-way line of Tierwester Street and crossing Southland Avenue to the intersection of the east right-of-way line of Tierwester with the southwest corner of that certain parcel of land described in a deed recorded under the Harris County Clerk's File No. N631783.

THENCE in an easterly direction along the southern property line of that certain parcel of land described in a deed recorded under the Harris County Clerk's File No. N631783 to the southeast corner of said parcel.

THENCE in a northerly direction along the eastern property line of that certain parcel of land described in a deed recorded under the Harris County Clerk's File No. N631783 to the south right-of-way line of Old Spanish Trail.

THENCE in an easterly direction along the south right-of-way line of Old Spanish Trail to its intersection with the west right-of-way line of La Salette Street.

THENCE in a southerly direction along the west right-of-way line of La Salette Street and crossing Tristan Avenue to the northeast corner of Lot 17, Block 1, of the La Salette Place Subdivision, Section 1.

THENCE in an easterly direction across the right-of-way of La Salette Drive to the intersection of the east right-of-way of La Salette Drive and the northwest corner of Lot 10, Block 14, of Scott Terrace Subdivision, Section 4.

THENCE along the north property lines of the lots comprising Block 14 of Scott Terrace Subdivision, Section 4, to an intersection with the east right-of-way line of Scott Street.

THENCE in a northerly direction along the east right-of-way line of Scott Street to its intersection with the south right-of-way line of Old Spanish Trail.

THENCE in an easterly direction along the south right-of-way line of Old Spanish Trail to its

Exhibit "A" Page 2 of 9
intersection with the northeast corner of that certain 0.3290 acre parcel of land described in a deed recorded under the Harris County Clerk’s File No. G634785.

THENCE in a southerly direction to the southeastern corner of that certain 0.3290 acre parcel of land described in a deed recorded under the Harris County Clerk’s File No. G634785 to a point of intersection with the north property line of that certain 2.9834 acre tract of land described in a deed recorded under Harris County Clerk’s File No. J929438.

THENCE in an easterly direction along the north property line of that certain 2.9834 acre tract of land described in a deed recorded under Harris County Clerk’s File No. J929438 to its intersection with the west property line of Reserve D, Block B, of the Belmont Subdivision, Section 2.

THENCE in a southerly direction along the west property line of Reserve D, Block B of the Belmont Subdivision, Section 2, to the southernmost south property line of Reserve D, Block B, of the Belmont Subdivision, Section 2.

THENCE in an easterly direction along the southernmost south property line of Reserve D, Block B, of the Belmont Subdivision, Section 2, to the westernmost southeastern corner of Reserve D, Block B, of the Belmont Subdivision, Section 2.

THENCE in a southerly direction along the northernmost easterly property line of Reserve E, Block C, of the Belmont Subdivision, Section 2, to its intersection with the south right-of-way line of Dixie Avenue.

THENCE in an easterly direction along the south right-of-way line of Dixie Avenue to its intersection with the east right-of-way line of Cullen Boulevard.

THENCE in a northerly direction along the east right-of-way line of Cullen Boulevard to its intersection with the northwest corner of Lot 1, Block 2, of the Southern Village Subdivision, Section 1.

THENCE in an easterly direction along the north property lines of the lots comprising Block 2 of the Southern Village Subdivision, Section 1, to an intersection with the east right-of-way line of Calhoun Road.

THENCE in a southerly direction along the east right-of-way line of Calhoun Road to its intersection with the southwest corner of Lot 12 of the WCRR CO, Section 2, Ab. 1020.

THENCE in an easterly direction along the southern property line of Lot 12 of the WCRR CO,
Section 2, Ab 1020, to its intersection with Wayland Road and crossing Wayland Road to its intersection with the southwest property line of Lot 12A of the WCRR CO, Section 2, Ab. 1020; continuing easterly along the southern property line of Lot 12A of the WCRR CO, Section 2, Ab. 1020, to the southeast corner of Lot 12 A of the WCRR CO, Section 2, Ab. 1020.

THENCE in a northeasterly direction along the west line of the lots comprising Block 1 of the Griggs Terrace Subdivision to an intersection with the north right-of-way line of Griggs Road.

THENCE in a westerly direction along the north right-of-way line of Griggs Road to its intersection with the west right-of-way line of Calhoun Road.

THENCE in a northerly direction along the west right-of-way line of Calhoun Road and crossing Old Spanish Trail to the intersection of the west right-of-way line of Calhoun Road with the northeast corner of that certain tract described in a deed recorded under Harris County Clerk’s File No. P553058.

THENCE in a northwesterly direction along the north property line of that certain tract described in a deed recorded under Harris County Clerk’s File No. P553058 to its intersection with the western property line of said tract.

THENCE in a southerly direction along the western property line of that certain tract described in a deed recorded under Harris County Clerk’s File No. P553058 and that certain tract described in a deed recorded under Harris County Clerk’s File No. R350175 to an intersection with the north right-of-way line of Old Spanish Trail.

THENCE in a southwesterly direction along the north right-of-way line of Old Spanish Trail to the west right-of-way line of Cullen Boulevard.

THENCE in a northerly direction along the west right-of-way line of Cullen Boulevard to its intersection with the north right-of-way line of Glen Cove Drive.

THENCE in a southwesterly direction along the north right-of-way line of Glen Cove Drive to its intersection with the southeast corner of Lot 22, Block 80, of the Riverside Terrace Subdivision, Section 18.

THENCE in a northerly direction along the east property line of Lot 22, Block 80, of the Riverside Terrace Subdivision, Section 18, to the northeast corner of Lot 22, Block 80, of the Riverside Terrace Subdivision, Section 18.

THENCE in a westerly direction along the north property lines of Lots 22, 23, 24, and 25 of
Block 80, Riverside Terrace Subdivision, Section 18 to an intersection with the southeast corner of Lot 12, Block 80, of the Riverside Terrace Subdivision, Section 18.

THENCE in a northerly direction along the east property line of Lot 12, Block 80, of the Riverside Terrace Subdivision, Section 18, to the northeast corner of Lot 12, Block 80, of the Riverside Terrace Subdivision, Section 18, and extending across to an intersection with the north right-of-way line of Charleston Street.

THENCE in a southwesterly direction along the north right-of-way line of Charleston Street to its intersection with the west right-of-way line of England Avenue.

THENCE in a southerly direction along the west right-of-way line of England Avenue to its intersection with the southeast corner of Lot 27, Block 82, of the Riverside Terrace Subdivision, Section 18; continuing in a westerly direction along the south property lines of Lots 27 and 26, Block 82, of the Riverside Terrace Subdivision, Section 18, to the point of intersection with the east property line of Lot 25, Block 82, of the Riverside Terrace Subdivision, Section 18.

THENCE in a southwesterly direction along the southeast property line of Lot 25, Block 82, of the Riverside Terrace Subdivision, Section 18, to the intersection with the southern property line of Lot 25, Block 82, of the Riverside Terrace Subdivision, Section 18.

THENCE continuing in a westerly direction along the southern property lines of Lots 1 through 25, Block 82, of the Riverside Terrace Subdivision, Section 18, and extending across Scott Street to a point of intersection with the west right-of-way line of Scott Street.

THENCE in a southerly direction along the west right-of-way line of Scott Street to its intersection with the northeast corner of that certain tract or parcel of land being out of the Henry Tierwester 1/12 League in Houston, Harris County, Texas, being that portion of that tract conveyed to Catherine Loonam by Edward J. McCarthy as described in a deed or deeds recorded in Volume 979, Page 575, and in Volume 1026, Page 738, of the Deed Records of Harris County, Texas, said tract being more particularly described in a deed recorded in Volume 5333, Page 138, of the Deed Records of Harris County, Texas.

THENCE in a westerly direction along the northern property line of that certain tract or parcel of land being out of the Henry Tierwester 1/12 League in Houston, Harris County, Texas, being that portion of that tract conveyed to Catherine Loonam by Edward J. McCarthy as described in a deed or deeds recorded in Volume 979, Page 575, and in Volume 1026, Page 738, of the Deed Records of Harris County, Texas, said tract being more particularly described in a deed recorded in Volume 5333, Page 138, of the Deed Records of Harris County, Texas, its intersection with the east property line of Lot 19, Block 1, of the Riverside Gardens Addition.
THENCE in a southerly direction along the eastern property line of Lots 19, 20 and 21, Block 1, and Lot 2, Block 3, of the Riverside Gardens Addition to a point of intersection with the northeast corner of Lot 4E, Block 4, of the Riverside Gardens Addition.

THENCE in a westerly direction along the northern property line of Lot 4E, Block 4, of the Riverside Gardens Addition, and continuing along the northern property line of Lots 4D, 4C and 4B of Block 4 of the Riverside Gardens Addition to a point of intersection with the east right-of-way line of La Salette Drive.

THENCE in a northerly direction along the east right-of-way line of La Salette Drive to its intersection with the north right-of-way line of Griggs Road.

THENCE in a westerly direction along the north right-of-way line of Griggs Road to its intersection with the northwest right-of-way line of Tierwester Street.

THENCE in a southerly direction along the west right-of-way line of Tierwester Street to its intersection with the north right-of-way line of Dixie Drive.

THENCE in a westerly direction along the north right-of-way line of Dixie Drive to its intersection with the southwest corner of Lot 16, Block 2, of the Woodrow Subdivision.

THENCE in a northerly direction along the west property line of Lots 16, 15, 14 and 13, Block 2, of the Woodrow Subdivision to a point of intersection with the southeast corner of Lot 10, Block 2, of the Woodrow Subdivision.

THENCE in a westerly direction along the southern property line of Lots 10, 9, 8, 7, and 6 to a point of intersection with the northeast corner of Lot 6, Block 1, of the Dwyer C A Subdivision, Section 1.

THENCE in a southerly direction along the east property line of Lots 6, 5, and 4, Block 1, of the Dwyer C A Subdivision, Section 2, to its intersection with the north right-of-way line of Dixie Drive.

THENCE in a westerly direction along the north right-of-way line of Dixie Drive to its intersection with the west right-of-way line of Allegheny Street.

THENCE in a northerly direction along the west right-of-way line of Allegheny Street to its intersection with the northeast corner of Lot 5, Block 35, of the Southland Terrace Subdivision.

THENCE in a westerly direction along the north property line of Lots 5, 6, 7, 8 and 10 of Block

Exhibit "A" Page 6 of 9
35 and Lots 9, 10, 11, 12, 13, 14, 15 and 16 of Block 36 of the Southland Terrace Subdivision and crossing Bowling Green Drive to an intersection with the northeast property line of Lot 9, Block 38, of the Southland Terrace Subdivision.

THENCE in a westerly direction along the north property line of Lots 9, 10, 11, 12, 13, 14, 15 and 16 of Block 38 of the Southland Terrace Subdivision to a point of intersection with the west right-of-way line of Highway 288.

THENCE in a northerly direction along the west right-of-way line of Highway 288 to its intersection with the north right-of-way line of Southmore Avenue.

THENCE in a westerly direction along the north right-of-way line of Southmore Avenue to its intersection with the east right-of-way line of Almeda Road.

THENCE in a northeasterly direction along the east right-of-way line of Almeda Road to its intersection with the south right-of-way line of Wichita Avenue.

THENCE in a southeasterly direction along the south right-of-way line of Wichita Avenue to its intersection with the west right-of-way line of Highway 288.

THENCE in a northeasterly direction along the west right-of-way line of Highway 288 to its intersection with the north right-of-way line of Wentworth Avenue.

THENCE in a northwesterly direction along the north right-of-way line of Wentworth Avenue to its intersection with the east right-of-way line of Almeda Road.

THENCE in a northeasterly direction along the east right-of-way line of Almeda Road to its intersection with the north right-of-way line of Blodgett Avenue.

THENCE in a southeasterly direction along the north right-of-way line of Blodgett Avenue to its intersection with the east right-of-way line of Chartres Street.

THENCE in a northeasterly direction along the east right-of-way line of Chartres Street to its intersection with the west right-of-way line of State Highway 288.

THENCE in a northerly direction along the west right-of-way line of Highway 288 to its intersection with the south right-of-way line of U.S. Highway 59.

THENCE in a westerly direction along the south right-of-way line of U.S. Highway 59 to its intersection with the west right-of-way line of Eagle Avenue.

Exhibit "A" Page 7 of 9
THENCE in a southeasterly direction along the southwest right-of-way line of Eagle Avenue to its intersection with the west right-of-way line of Crawford Street.

THENCE in a southwesterly direction along the west right-of-way line of Crawford Street to its intersection with the south right-of-way line of Wheeler Avenue.

THENCE in a southeasterly direction along the south right-of-way line of Wheeler Avenue to its intersection with the west right-of-way line of Almeda Road.

THENCE in a southerly direction along the west right-of-way line of Almeda Road to its intersection with the south right-of-way line of Prospect Avenue.

THENCE in a northwesterly direction along the south right-of-way line of Prospect Avenue to its intersection with the west right-of-way line of Chartres Street.

THENCE in a southwesterly direction along the west right-of-way line of Chartres Street to its intersection with north right-of-way line of Ewing Avenue.

THENCE in a northwesterly direction along the north right-of-way line of Ewing Avenue to the west right-of-way line of Jackson Street.

THENCE in a southwesterly direction along the west right-of-way line of Jackson Street to its intersection with the south right-of-way line of Hermann Drive.

THENCE in a southeasterly direction along the south right-of-way line of Hermann Drive to its intersection with the west right-of-way line of Almeda Road.

THENCE in a southerly direction along the west right-of-way line of Almeda Road to its intersection with the north right-of-way line of Camden Drive.

THENCE in an easterly direction and crossing Almeda Road along the north right-of-way line of Camden Drive to its intersection with the east right-of-way line of Gehring Street.

THENCE in a southerly direction along the east right-of-way line of Gehring Street to its intersection with the southwest corner of Lot 5A, Block 1, Clinton-Old Subdivision.

THENCE in an easterly direction along the south property line of Lot 5A, Block 1, Clinton-Old Subdivision to its intersection with the west right-of-way line of Grand Boulevard.

THENCE in a southwesterly direction along the west right-of-way line of Grand Boulevard to its...
intersection with the northeast corner of Lot 7, Block 1, Clinton-Old Subdivision.

THENCE in a northwesterly direction along the north property line of Lot 7, Block 1, Clinton-Old Subdivision to its intersection with the east property line of Lot 2, Block 1, Clinton-Old Subdivision.

THENCE in a northeasterly direction along the east property line of Lot 2, Block 1, of the Clinton-Old Subdivision to its intersection with the north property line of Lot 2, Block 1, Clinton-Old Subdivision.

THENCE in a northwesterly direction along the north property line of Lot 2, Block 1, Clinton-Old Subdivision to its intersection with the west right of way line of Almeda Road.

THENCE in a southwesterly direction along the west right-of-way line of Almeda Road to the POINT OF BEGINNING.
**SUBJECT:**

Ordinance Creating Reinvestment Zone Number Seven, City of Houston, Texas (Old Spanish Trail/Almeda Corridors TIRZ)

<table>
<thead>
<tr>
<th>FROM (Department or other point of origin):</th>
<th>Origination Date</th>
<th>Agenda Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Planning and Development Department</td>
<td></td>
<td></td>
</tr>
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**DIRECTOR’S SIGNATURE:**

<table>
<thead>
<tr>
<th>Council District affected:</th>
<th>Other Authorization:</th>
</tr>
</thead>
<tbody>
<tr>
<td>D-Jew Don Boney Jr., E-Rob Todd, I-John E. Castillo</td>
<td></td>
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For additional information contact:

<table>
<thead>
<tr>
<th>Phone:</th>
<th>Date and Identification of prior authorizing Council action:</th>
</tr>
</thead>
<tbody>
<tr>
<td>754-0008</td>
<td></td>
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</table>

**RECOMMENDATION:** (Summary)

Adopt an ordinance creating Reinvestment Zone Number Seven, City of Houston, Texas, also known as the Old Spanish Trail/Almeda Corridors tax increment reinvestment zone, in order to revitalize the Old Spanish Trail and Almeda Road commercial corridors and stimulate new housing development in the zone.

**SPECIFIC EXPLANATION:**

Consistent with legal requirements, City Council provided public notice and conducted a public hearing regarding the creation of Reinvestment Zone Number Seven, City of Houston, Texas, also known as the Old Spanish Trail/Almeda Corridors tax increment reinvestment zone (TIRZ). The preliminary reinvestment zone project & financing plan, and boundary map for the 455 acre zone are attached.

The ordinance establishes a thirty-year zone effective January 1, 1998; creates a board of directors for the zone; provides for the zone to expire December 31, 2028; establishes a tax increment fund for the zone; finds the zone's projected improvements to be of general benefit to the City; and finds the project to meet the statutory criteria for a reinvestment zone.

Attachment: preliminary project and financing plan

**cc:**

Dan Jones, Agenda Director
Gene L. Locke, City Attorney
Richard Lewis, Director, Finance & Administration
Jimmie Schindewolf, Chief of Staff
Anna Russell, City Secretary

**REQUIRED AUTHORIZATION**

F & A Director: 

Other Authorization: 

Other Authorization: 

rm:ost_alm2.rca
EXHIBIT “A-2” – INITIAL CRP PLAN
(See Attached)
AN ORDINANCE APPROVING THE PROJECT PLAN AND REINVESTMENT ZONE FINANCING PLAN FOR REINVESTMENT ZONE NUMBER SEVEN, CITY OF HOUSTON, TEXAS (OLD SPANISH TRAIL/ALMEDA CORRIDORS); AUTHORIZING THE CITY SECRETARY TO DISTRIBUTE SUCH PLANS; CONTAINING VARIOUS PROVISIONS RELATED TO THE FOREGOING SUBJECT; AND DECLARING AN EMERGENCY.

* * * * * * *

WHEREAS, by City of Houston Ordinance No. 97-478, adopted May 7, 1997, the City created Reinvestment Zone Number Seven, City of Houston, Texas (the "Old Spanish Trail/Almeda Corridors Zone") for the purposes of development and redevelopment within the area of the City generally adjacent to and bordering Old Spanish Trail from Almeda Road on the west to Calhoun Street on the east and adjacent to and bordering Almeda Road from U.S. Highway 59 on the north to Old Spanish Trail on the south (the "Old Spanish Trail/Almeda Corridors area"); and

WHEREAS, the Board of Directors of the Zone has approved the Project Plan and Reinvestment Zone Financing Plan attached hereto for the development and redevelopment of the Old Spanish Trail/ Almeda Corridors Zone; and

WHEREAS, the City Council must approve the Project Plan and Reinvestment Zone Financing Plan; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HOUSTON, TEXAS:
REINVESTMENT ZONE NUMBER SEVEN, CITY OF HOUSTON, TEXAS
OLD SPANISH TRAIL/ALMEDA CORRIDORS
TAX INCREMENT REINVESTMENT ZONE
PROJECT PLAN AND REINVESTMENT ZONE
FINANCING PLAN

MAY 13, 1997
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Map 6: OST/Almeda Corridors TIRZ Planned Utility Improvements (Water & Wastewater).
Map 7: OST/Almeda Corridors TIRZ Planned Street Improvements
Map 8: OST/Almeda Corridors TIRZ Planned Enhancements (Streetscape, Street Lighting, Landscaping).
REINVESTMENT ZONE NUMBER SEVEN, CITY OF HOUSTON, TEXAS (OLD SPANISH TRAIL/ALMEADA CORRIDORS) PROJECT PLAN AND REINVESTMENT ZONE FINANCING PLAN

Part I: Executive Summary

Reinvestment Zone Number Seven, City of Houston, Texas, also known as the Old Spanish Trail/Almeda Corridors Tax Increment Reinvestment Zone (TIRZ) is a proposed public finance tool to encourage investment and stimulate commercial and residential development along the Old Spanish Trail (OST) and Almeda Road corridors. The project and reinvestment zone financing plan will create an investment venue for new construction and the redevelopment of selected sites. The proposed TIRZ will help finance approximately $13 million of the following kinds of improvements and services needed to support the revitalization of both corridors (Refer to attached Map 1-TIRZ Current Land Use, Tables 1-2, Tax Increment Scenarios 1-2).

- Water and wastewater utility improvements (sidewalks, lighting)
- Major and minor street improvements/enhancements
- Landscaping, design, signage, security enhancements
- Land acquisition, demolition, clearance and remediation

During its 30-year life, the TIRZ expenditures will be funded by tax increment funds, assuming a City tax rate of ($0.665 per $100 valuation), Harris County ($0.42768 per $100 valuation) and HISD ($0.96 per $100 valuation), generated from new projected development or redevelopment activity within the zone. Harris County and HISD have indicated a commitment to participate in the TIRZ. However, to the extent the county and school district do not participate, funds other than tax increments (e.g., Capital Improvements Program, or other City budget sources) will be necessary to provide for the projected expenditures. If the City later determines to issue bonds for the TIRZ, additional City Council approval will be necessary.

New projected development or redevelopment activities (Refer to Map 2, Development Opportunities/Future Land Use) will include the following:

- 50 SF units, ($150,000 per unit)
- 100 SF Townhome units ($80,000 per unit)
- 100 Condominium units ($100,000 per unit)
- 500,000 sq. feet of Retail Space
- 25,000 sq. feet of Office Space (renovation of existing St. Anthony's hospital building), and,
- 200,000 square feet of Industrial/Warehouse Space.

The Development Opportunities/Future Land Use Map is not intended to be an exact representation of uses to be located on each and every block. Instead, the map should be regarded as a general guideline of the potential uses appropriate to an area.
Part 2: Project Plan

The OST/Almeda Corridors TIRZ will provide the financing and management tool necessary for alleviating blight, deteriorated site conditions and obsolete platting existing within the area, and, to encourage the sound growth of residential, commercial, and industrial development within the project area and the city of Houston. The project plan calls for the development of 250 residential units, 525,000 sq. ft. of commercial-retail space, and 200,000 sq. ft. of industrial space to be carried out over a 30-year period (Refer to Tables Scenarios 1-2).

Proposed Zone Boundaries and Current Site Conditions: The zone consists of approximately 455 acres extending east-west from the eastern R.O.W. of Hwy. 288 along the OST corridor and terminating at Calhoun Road. The zone also extends in a general north-south direction, starting at the intersection of the Almeda Road and Yellowstone Blvd. and proceeding along Almeda Road to the southern R.O.W. line of the SW Fwy. (U.S. Hwy. 59).

The project area contains approximately 29 acres of vacant land platted as lots and 133 acres of commercial vacant land. The zone also contains various unsound residential and commercial structures, and vacant industrial buildings.

Current Economic Activity: Between 1992 and 1996, eighty-eight (88) single-family units ($6.7 million) and 210 multi-family units ($8.4 million) have been constructed in the Third Ward/OST/Almeda Road zip code areas (77004 & 77021). During the same five-year period, 739 single-family units, and 391 multi-family units have been demolished in both zip codes (Refer to Maps 3 & 4 for generalized locations of activity).

<table>
<thead>
<tr>
<th>OST/ALMEDA/THIRD WARD AREA RESIDENTIAL BUILDING PERMIT</th>
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<tbody>
<tr>
<td>ACTIVITY: 1992-1996</td>
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</table>

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<tbody>
<tr>
<td>SF Units</td>
<td>11</td>
<td>13</td>
<td>14</td>
<td>33</td>
<td>17</td>
<td>88</td>
</tr>
<tr>
<td>MF Units</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>210</td>
<td>210</td>
</tr>
<tr>
<td>SF-Value ($Mil.)</td>
<td>$0.924</td>
<td>$0.575</td>
<td>$0.760</td>
<td>$2.591</td>
<td>$1.821</td>
<td>$6.671</td>
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<tr>
<td>MF Value ($Mil.)</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$8</td>
<td>8</td>
</tr>
<tr>
<td>SF-Units Demol.</td>
<td>117</td>
<td>225</td>
<td>125</td>
<td>149</td>
<td>103</td>
<td>391</td>
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<tr>
<td>MF-Units Demol.</td>
<td>30</td>
<td>20</td>
<td>15</td>
<td>223</td>
<td>105</td>
<td>391</td>
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</tbody>
</table>

Much of the commercial and industrial building stock located along the OST and Almeda corridors are vacant or in deteriorated condition. Of the remaining active commercial storefronts located on OST, many are in need of rehabilitation. New retail construction is found near the intersection of Scott St. and OST. Approximately one-year ago, the Renaissance Cooperative -- a joint venture between the MacGregor CDC and the Recovery CDC, in partnership with Texas Commerce Bank and H.E.B. Food Stores -- redeveloped an existing retail site at the southwest corner of Scott Street and OST. Limited retail improvements are taking place along Almeda Road, particularly near the N. MacGregor, S. MacGregor, Holcombe and OST intersections.
An analysis of 1990-1996 retail sales for zip codes 77004 & 77021 (OST/Almeda/Third Ward area) shows that total retail sales for both zip codes, when adjusted for inflation, have declined by 17% within the past 6-years ($260 million vs. $216 million). Furthermore, when total retail trade is compared to aggregate household income for both zip codes, $345 million in potential retail sales is leaving the trade area (Refer to Map 5, and Tables 3-4).

Consistent with this underrepresentation of neighborhood retail uses, a preliminary retail market analysis for the OST and Almeda Road trade areas indicates that the estimated 23,800 households located in the OST and Almeda Road trade areas could support an additional 500,000 sq. ft. of new retail space, assuming a 50% capture rate of supportable square footage for both areas (Refer to Maps 5, and Tables 3-4).

Reinvestment Zone Duration: The TIRZ analysis reflects a 30-year duration.

Project Plan Objective and Non-Project Costs: The intent of the Reinvestment Zone Seven, also known as the Old Spanish Trail/Almeda Corridors TIRZ, is to encourage investment and stimulate commercial and residential development along the OST and Almeda Road corridors. The TIRZ will help finance public and private improvements and services needed to support the revitalization of both corridors.

The Project Plan is designed to integrate with a number of recent public improvement efforts and private initiatives, within the TIRZ boundaries, which are already underway.

Estimated non-project costs for implementation of the project plan include:
- City of Houston - New Lift Station ($6.154 million),
- City of Houston - Sanitary Sewer Rehabilitation ($4.037 million),
- City of Houston - Lift Station Rehabilitation ($0.250 million), and
- $53 million of private investment reflected in the proposed 250 residential units, 525,000 sq. ft. of retail and commercial space, and 200,000 sq. ft. of industrial/warehouse space.

Project Plan Impacts: No displacement or relocation of residents is anticipated.

Land Use: The development scenarios identified on the Development Opportunities/Future Land Use Map are intended to depict potential locations for future land uses, and not as a specific indication of use or restriction. Any land use controls contemplated by the TIRZ will be prepared and adopted by the Board of Directors after approval of this Plan.

Municipal Ordinances: No changes to city codes or ordinances are contemplated.

Tax Rates: The project does not (and cannot) call for increases in tax rates by any governmental unit above those levied on all properties within the jurisdiction of each governmental unit.
Part 3: Reinvestment Zone Financing Plan

Project Plan Description: The base valuation of the zone is estimated at $91,881,900. The project plan includes $13 million in public improvements to encourage the commercial and residential revitalization of the zone. Over the 30-year development period, the OST/Almeda Corridors TIRZ is projected to attract $53,062,000 in new taxable ad valorem valuation, generating a cumulative tax increment of $25,873,758 (Refer to Tables 1-2, Scenarios 1-2).

Timing of Related Costs & Methods of Financing Estimated Project Costs: During its 30-year life, the TIRZ expenditures will be funded by tax increment funds generated from new projected development or redevelopment activity within the zone (Refer to participation table below). If the City later determines in the future to issue bonds payable from the tax increment fund, additional approval by City Council will be required. The timing when disbursements from the tax increment will occur will be based on the availability of funds in the tax increment account and specific project costs. Private funding, subject to reimbursement from the tax increment fund as revenues are generated, are an additional source of money for plan implementation.

Participation by Other Taxing Units: The project plan and reinvestment zone financing plan contemplates that both Harris County and the Houston Independent School District (HISD) will participate with the City in the OST/Almeda Corridors TIRZ, as follows:

<table>
<thead>
<tr>
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<th>Tax Rate/ % of Total Tax</th>
<th>% of Tax Increment</th>
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<tbody>
<tr>
<td></td>
<td>$100</td>
<td>Rate</td>
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<tr>
<td>City</td>
<td>$0.665</td>
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<tr>
<td>HISD</td>
<td>$0.96</td>
<td>69%</td>
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Harris County and HISD have indicated a commitment to participate in the TIRZ. In the event that they do not participate, or participate at a lesser rate than shown above, funds other than tax increment (e.g., Capital Improvements Program or other City budget sources) would have to be found to fund the projected expenditures.

Proposed Public Works/Public Improvements: The proposed $13 million of improvements for the OST/Almeda Corridors TIRZ (Refer to Table 7 for a detailed cost analysis, and Maps 6-8 for the generalized location of proposed improvements) will include the following:

5/13/97
## PROPOSED PUBLIC WORKS IMPROVEMENTS, TIRZ NO. 7

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<td>Water Lines</td>
<td>$307,200</td>
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<td>Wastewater Lines</td>
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<td>Major Street Repairs</td>
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<td>Installation of Sidewalks</td>
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<td>Installation of Street Lights</td>
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<td>Streetscape Improvements</td>
<td>$905,250</td>
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<td>Miscellaneous Costs (including Land Acquisition, Demolition, Clearance, and Remediation)</td>
<td>$1,500,000</td>
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<tr>
<td><strong>GRAND TOTAL</strong></td>
<td><strong>$13,098,450</strong></td>
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**Economic Feasibility:** The TIRZ Financing Analysis supports the economic feasibility of this project. The development scenarios are based on an assessment of construction trends and market potential for the Old Spanish Trail and Almeda Road corridors. The plan’s retail space development scenario is supported by the assumptions and findings of the preliminary market analysis performed for the OST/Almeda Road market areas (Refer to Tables 5-6, for specific information). The projected $25.9 million increment, which assumes County and HISD participation, is deemed to be a conservative figure, partly because an increase in the value of *existing structures* and *land* was not factored in, but could nonetheless be reasonably expected during the project’s 30-year time frame.
APPENDICES
| TABLE 1: OLD SPANISH TRAIL/ALMEDA CORRIDORS TRZ NO. 7 FINANCING ANALYSIS |
|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| **FINANCIALS** | **TOTAL & BOND** |
| **New Revenue Source** | **Annual City-Cap Value $M** | **Annual HED Value $M** | **Cumul. City-Cap Value $M** | **Cumul. HED Value $M** | **Captured Appr. Value $M** | **City-Cap Real Estate Value $M** | **New HED Value $M** | **HED Value $M** | **Assessed HED Value $M** | **Captured HED Value $M** | **New Captured Value $M** | **Total Captured Value $M** | **Total Captured Value $M** | **Total Captured Value $M** |
| **Income Taxes** | **Annual City-Cap Value** | **Annual HED Value** | **Cumul. City-Cap Value** | **Cumul. HED Value** | **Captured Appr. Value** | **City-Cap Real Estate Value** | **New HED Value** | **HED Value** | **Assessed HED Value** | **Captured HED Value** | **New Captured Value** | **Total Captured Value** | **Total Captured Value** | **Total Captured Value** |
| **Real Property** | **Revenue** | **M** | **M** | **M** | **M** | **M** | **M** | **M** | **M** | **M** | **M** | **M** | **M** | **M** |
| **100.000** | **120.000** | **130.000** | **140.000** | **150.000** | **160.000** | **170.000** | **180.000** | **190.000** | **200.000** | **210.000** | **220.000** | **230.000** | **240.000** | **250.000** |
| **Revenues** | **Taxes** | **Assessed HED Value** | **New Captured Value** | **Total Captured Value** | **Total Captured Value** | **Total Captured Value** | **Total Captured Value** | **Total Captured Value** | **Total Captured Value** | **Total Captured Value** | **Total Captured Value** | **Total Captured Value** | **Total Captured Value** | **Total Captured Value** | **Total Captured Value** |
| **100.000** | **120.000** | **130.000** | **140.000** | **150.000** | **160.000** | **170.000** | **180.000** | **190.000** | **200.000** | **210.000** | **220.000** | **230.000** | **240.000** | **250.000** |
| **Note:** This presented analysis does NOT reflect the following: 1) In tax revenue calculations, 1) new or additional tax have not been calculated. 2) Bond funds, however, have been assumed to be captured for all jurisdictions (City of Denver, North Central, and HEDs). 3) Revenue from multifamily units is assumed to be "All other." |

**Assumptions:** All unit and square foot values are based on conservative assumptions using figures reported to the City of Houston by builders for the development. Additional assumptions include: all multifamily units are assumed to be "All other."
### RESIDENTIAL

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<th>City/County</th>
<th>MFD</th>
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<th>Non-Residential</th>
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### FINANCING ANALYSIS

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### Note:
This general analysis does NOT reflect the following:
- Non-residential tax reductions & tax relief additions or tax exemptions
- Single family homeowner exception
- Tax base for all jurisdictions

### Assumptions:
- All near and far term figures are based on comparable construction costs figures expected in the City of Houston Building Inspector Division.
- Homeowner Exemptions (C56 for City, C-56 & C-560 for COB)
- Tax rates for MFD & COB at 60.5/100, Harris County Tax rate at 56.47/100, and does not include Flood Control, Houston City, and School Levies.
- Tax increment revenue assumes a 6% Tax Collection rate for all jurisdictions.

13 May '07

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### Table Example

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<thead>
<tr>
<th>City/County</th>
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</table>

### Note:
This general analysis does NOT reflect the following:
- Non-residential tax reductions & tax relief additions or tax exemptions
- Single family homeowner exception
- Tax base for all jurisdictions

### Assumptions:
- All near and far term figures are based on comparable construction costs figures expected in the City of Houston Building Inspector Division.
- Homeowner Exemptions (C56 for City, C-56 & C-560 for COB)
- Tax rates for MFD & COB at 60.5/100, Harris County Tax rate at 56.47/100, and does not include Flood Control, Houston City, and School Levies.
- Tax increment revenue assumes a 6% Tax Collection rate for all jurisdictions.

13 May '07
MAP 3
OST/ALMEDA/THIRD WAR
AREA SELECTED
BUILDING PERMIT
ACTIVITY: 1992-96

- Single Family Units
- New Multi-Family
- Office/Commercial
- Public

NOTE: Locations are approximate
MAP 4
OST/ALMEDA/THIRD
WARD AREA
RESIDENTIAL
DEMOLITIONS: 1992-96

Multi-Family Demolition

Single Family Demolition (incl. unit count by area)

NOTE: Locations are approximate
MAP 5
OLD SPANISH TRAIL/ALMEDA CORRIDORS TIRZ MARKET AREA BOUNDARY MAP

NOTE: Locations are approximate
### TABLE 3
OST/ALMEDA/THIRD WARD AREA RETAIL TRADE SALES ACTIVITY
Zip Codes 77004 & 77021
(1996 REAL DOLLARS)

<table>
<thead>
<tr>
<th>Zip Codes</th>
<th>1990</th>
<th>1996 (*Est.)</th>
<th>%Change</th>
<th>NO. OF RETAIL OUTLETS</th>
</tr>
</thead>
<tbody>
<tr>
<td>77004</td>
<td>$118,792,943</td>
<td>$126,236,240</td>
<td>7.9%</td>
<td>352</td>
</tr>
<tr>
<td>77021</td>
<td>$141,644,544</td>
<td>$87,302,485</td>
<td>-38.4%</td>
<td>284</td>
</tr>
<tr>
<td>3rd Ward Area</td>
<td>$260,437,487</td>
<td>$215,583,725</td>
<td>-17.2%</td>
<td>636</td>
</tr>
<tr>
<td>City of Houston</td>
<td>$21,883,010,170</td>
<td>$25,368,268,644</td>
<td>15.9%</td>
<td>24,251</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3rd Ward</th>
<th>% Of City Total</th>
<th>1.2%</th>
<th>0.8%</th>
<th>-28.6%</th>
</tr>
</thead>
<tbody>
<tr>
<td>% Of City Total</td>
<td>1.2%</td>
<td>0.8%</td>
<td>-28.6%</td>
<td>2.6%</td>
</tr>
</tbody>
</table>

1996 Preliminary Retail Gap Analysis
(Sales vs. Aggregate Income)  
($344,636,524)

Note: Sales Figures represent Retail Trade SIC category only.  
Source: State of Texas Comptroller's Office

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>77004</td>
<td>$330,867,376</td>
<td>10,810</td>
</tr>
<tr>
<td>77021</td>
<td>$229,307,873</td>
<td>8,195</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$560,175,250</td>
<td>19,005</td>
</tr>
</tbody>
</table>

Source: U.S. Census Bureau
<table>
<thead>
<tr>
<th>CATEGORIES</th>
<th>1990 AREA</th>
<th>EST. 1996 AREA</th>
<th>77004 77021 AREA</th>
<th>NET CHANGE NET CHANGE NET CHANGE</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>77004</td>
<td>77021</td>
<td>TOTAL</td>
<td>77004 77021</td>
</tr>
<tr>
<td>Bldg. Materials</td>
<td>$10.805</td>
<td>$7.6%</td>
<td>$10.805</td>
<td>$9.348</td>
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<tr>
<td>General Merch.</td>
<td>$0.644</td>
<td>0.5%</td>
<td>$0.644</td>
<td>$1.996</td>
</tr>
<tr>
<td>Food Stores</td>
<td>$42.327</td>
<td>35.6%</td>
<td>$39.615</td>
<td>$33.442</td>
</tr>
<tr>
<td>Automotive</td>
<td>$12.435</td>
<td>10.5%</td>
<td>$43.719</td>
<td>$56.153</td>
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<tr>
<td>Clothing</td>
<td>$18.36</td>
<td>1.5%</td>
<td>$11.973</td>
<td>$2.365</td>
</tr>
<tr>
<td>Home Furnishings</td>
<td>$2.576</td>
<td>2.2%</td>
<td>$1.213</td>
<td>$5.030</td>
</tr>
<tr>
<td>Restaurants</td>
<td>$24.844</td>
<td>20.9%</td>
<td>$13.721</td>
<td>$24.336</td>
</tr>
<tr>
<td>Drug Stores</td>
<td>$6.334</td>
<td>4.5%</td>
<td>$6.334</td>
<td>$9.562</td>
</tr>
<tr>
<td>Liquor Stores</td>
<td>$7.424</td>
<td>6.2%</td>
<td>$2.203</td>
<td>$9.627</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>$24.913</td>
<td>20.1%</td>
<td>$19.423</td>
<td>$44.336</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$118.793</td>
<td>97.9%</td>
<td>$141.545</td>
<td>$260.438</td>
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</table>
### Table 5

#### OST Corridor Neighborhood Retail Services Analysis

<table>
<thead>
<tr>
<th>Address</th>
<th>Name</th>
<th>Type</th>
<th>Sq Ft</th>
<th>Name</th>
<th>Type</th>
<th>Sq Ft</th>
</tr>
</thead>
<tbody>
<tr>
<td>6102 Scott</td>
<td>H.E.B. Pantry Store</td>
<td>Supermarket</td>
<td>25,000</td>
<td>2400 S MacGregor Way</td>
<td>Luby's Cafeteria</td>
<td>Cafeteria</td>
</tr>
<tr>
<td>6118 Scott</td>
<td>Renaissance Center</td>
<td>Retail, Multi-Tenant(Rmdl)</td>
<td>26,000</td>
<td>7500 Almeda</td>
<td>Ruby's Food Store</td>
<td>Convenience Store</td>
</tr>
<tr>
<td>4303 OST</td>
<td>Nassif Chevron</td>
<td>Gas Station/Conven Mkt</td>
<td>3,200</td>
<td>6019 Almeda</td>
<td>Zebra Enterprises</td>
<td>Convenience Store</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2222 S MacGregor Way</td>
<td>Happy Dale Enterprises</td>
<td>Retail Center</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>6910 Almeda</td>
<td>Amelang Partners</td>
<td>Retail Center</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>TOTAL</td>
</tr>
</tbody>
</table>

#### Existing Retail Square Footage

<table>
<thead>
<tr>
<th>Address</th>
<th>Name</th>
<th>Type</th>
<th>Sq Ft</th>
<th>Name</th>
<th>Type</th>
<th>Sq Ft</th>
</tr>
</thead>
<tbody>
<tr>
<td>6045 Scott</td>
<td>Eckerd's Drugs</td>
<td>Drug Store</td>
<td>8,830</td>
<td>1990 OST</td>
<td>Kroger's</td>
<td>Supermarket</td>
</tr>
<tr>
<td>4433 Griggs</td>
<td>Weingarten Realty</td>
<td>Strip Shopping Center</td>
<td>13,944</td>
<td>4310 OST</td>
<td>Exxon</td>
<td>Gas Station</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Stop N Go</td>
<td>Convenience Store</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Good Land II Corp</td>
<td>Convenience Store</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>(Tenants-Goodland N 2 Washateria, Roselyn's Nails)</td>
<td>5,420</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>4310 Almeda</td>
<td>Riverside Animal Hospital</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Weingarten Realty</td>
<td>Retail Multi-Occupancy</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>TOTAL</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>NEW &amp; EXISTING SQUARE FOOTAGE</td>
</tr>
</tbody>
</table>

#### New & Existing Square Footage

- Table does not include all existing retail square footage located in the Almeda Corridor.

---

*Table does not include all existing retail square footage located in the OST Corridor.
### TABLE 6

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Income before Taxes (94 Real Dollars)</td>
<td>$27,759</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Avg. Annual Expenditures (94 Real Dollars)</td>
<td>$27,759</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Selected Categories</td>
<td>Expenditures %</td>
<td>Total Expenditures (1998 Real Dollars)</td>
<td></td>
</tr>
<tr>
<td>Groceries</td>
<td>$2,971</td>
<td>9.5%</td>
<td>$29,271,063</td>
</tr>
<tr>
<td>Restaurants &amp; Alcoholic Beverages</td>
<td>$18,525</td>
<td>5.4%</td>
<td>$18,766,664</td>
</tr>
<tr>
<td>PH Personal Srvcs., HH eq.</td>
<td>$3,332</td>
<td>1.2%</td>
<td>$3,643,466</td>
</tr>
<tr>
<td>H/d FURNISHINGS/Equip. &amp; H/d Misc.</td>
<td>$1,903</td>
<td>0.6%</td>
<td>$18,101,864</td>
</tr>
<tr>
<td>Apparel &amp; Services</td>
<td>$5,672</td>
<td>1.7%</td>
<td>$5,392,964</td>
</tr>
<tr>
<td>Drugs, Med. Supplies, Personal Care</td>
<td>$17,472</td>
<td>5.3%</td>
<td>$15,266,664</td>
</tr>
<tr>
<td>Entertainment</td>
<td>$1,924</td>
<td>0.6%</td>
<td>$18,766,664</td>
</tr>
<tr>
<td>Automotive (Gas, Oil, Repairs)</td>
<td>$4,611</td>
<td>1.4%</td>
<td>$4,611,064</td>
</tr>
<tr>
<td>Misc. (Tobacco, Reading Materials)</td>
<td>$4,611</td>
<td>1.4%</td>
<td>$4,611,064</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$11,690</td>
<td>42.1%</td>
<td>$128,814,943</td>
</tr>
</tbody>
</table>

**Note:** Total includes sq. footage deductions for undefined categories (e.g., Strip Centers, Single and Multi-Occupancy Retail).

### TABLE 6

<table>
<thead>
<tr>
<th>ALMEDA CORRIDOR RETAIL ANALYSIS</th>
<th>Potential</th>
<th>1993 Dollars &amp; Cents</th>
<th>OST MARKET AREA (1998 Real Dollars)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Income before Taxes (94 Real Dollars)</td>
<td>$27,759</td>
<td></td>
<td></td>
</tr>
<tr>
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<td></td>
</tr>
<tr>
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<td></td>
<td></td>
<td></td>
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<td>Expenditures %</td>
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<tr>
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<td>$11,690</td>
<td>42.1%</td>
<td>$128,814,943</td>
</tr>
</tbody>
</table>

**Note:** Total includes sq. footage deductions for undefined categories (e.g., Strip Centers, Single and Multi-Occupancy Retail).
<table>
<thead>
<tr>
<th>ITEM</th>
<th>AMOUNT</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Major St. Repairs</td>
<td>22400 LF</td>
<td>$7,056,000</td>
</tr>
<tr>
<td>Minor St. Repairs</td>
<td>20700 LF</td>
<td>$2,277,000</td>
</tr>
<tr>
<td>Sidewalks</td>
<td>23900 LF</td>
<td>$358,500</td>
</tr>
<tr>
<td>Street Lights w/ c</td>
<td>11</td>
<td>$38,500</td>
</tr>
<tr>
<td>Street Lights w/o c</td>
<td>79</td>
<td>$158,000</td>
</tr>
<tr>
<td>Street Scape</td>
<td>N/A</td>
<td>$905,250</td>
</tr>
<tr>
<td>Water</td>
<td>12800 LF</td>
<td>$307,200</td>
</tr>
<tr>
<td>Wastewater</td>
<td>8300 LF</td>
<td>$498,000</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>N/A</td>
<td>$1,500,000</td>
</tr>
<tr>
<td>Land Acquisition</td>
<td></td>
<td></td>
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<tr>
<td>Demolition</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Clearance</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Remediation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Underground Utilities</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Impact Fees</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>School Improvements</td>
<td>N/A</td>
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</tr>
<tr>
<td><strong>GRAND TOTAL</strong></td>
<td></td>
<td><strong>$13,098,450</strong></td>
</tr>
</tbody>
</table>

**MAJOR STREET CONSTRUCTION/RECONSTRUCTION (Resurfacing, drainage, sidewalks, minor utility realignment, street light conduits)**

<table>
<thead>
<tr>
<th>Street Name</th>
<th>Linear Ft</th>
<th>Cost per LF</th>
<th>Total Cost</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Allegheny</td>
<td>2400</td>
<td>$315</td>
<td>$756,000</td>
<td>Daphne to Tampa</td>
</tr>
<tr>
<td>Almeda</td>
<td>2800</td>
<td>$315</td>
<td>$882,000</td>
<td>Dixie to S. MacGregor</td>
</tr>
<tr>
<td>Conley</td>
<td>1000</td>
<td>$315</td>
<td>$315,000</td>
<td>Porter to OST</td>
</tr>
<tr>
<td>Dixie</td>
<td>2400</td>
<td>$315</td>
<td>$756,000</td>
<td>Almeda to 288</td>
</tr>
<tr>
<td>Eastwood</td>
<td>800</td>
<td>$315</td>
<td>$252,000</td>
<td>Dixie to Griggs</td>
</tr>
<tr>
<td>England</td>
<td>1200</td>
<td>$315</td>
<td>$378,000</td>
<td>Porter to OST</td>
</tr>
<tr>
<td>Foster</td>
<td>800</td>
<td>$315</td>
<td>$252,000</td>
<td>Dixie to Griggs</td>
</tr>
<tr>
<td>Glen Cove</td>
<td>1000</td>
<td>$315</td>
<td>$315,000</td>
<td>England to Cullen</td>
</tr>
<tr>
<td>Gosforth</td>
<td>800</td>
<td>$315</td>
<td>$252,000</td>
<td>Dixie to Griggs</td>
</tr>
<tr>
<td>Grand Boulevard</td>
<td>3900</td>
<td>$315</td>
<td>$1,228,500</td>
<td>OST to 288</td>
</tr>
<tr>
<td>Illinois</td>
<td>600</td>
<td>$315</td>
<td>$189,000</td>
<td>OST to Dixie</td>
</tr>
<tr>
<td>New Street 1</td>
<td>1100</td>
<td>$315</td>
<td>$346,500</td>
<td>Tierwester to Tierwester</td>
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<tr>
<td>New Street 2</td>
<td>900</td>
<td>$315</td>
<td>$283,500</td>
<td>England to Cullen</td>
</tr>
<tr>
<td>Peerless</td>
<td>900</td>
<td>$315</td>
<td>$283,500</td>
<td>OST to Dixie</td>
</tr>
<tr>
<td>St. Augustine</td>
<td>900</td>
<td>$315</td>
<td>$283,500</td>
<td>Porter to OST</td>
</tr>
</tbody>
</table>
## MINOR STREET REPAIRS (Resurfacing)

<table>
<thead>
<tr>
<th>Street Name</th>
<th>Linear Ft</th>
<th>Cost per LF</th>
<th>Total Cost</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Almeda</td>
<td>12000</td>
<td>$110</td>
<td>$1,320,000</td>
<td>MacGregor to US 59</td>
</tr>
<tr>
<td>Chenevert</td>
<td>700</td>
<td>$110</td>
<td>$77,000</td>
<td>Wheeler to Climbyne</td>
</tr>
<tr>
<td>Dixie</td>
<td>1800</td>
<td>$110</td>
<td>$198,000</td>
<td>SH 288 to Del Rio</td>
</tr>
<tr>
<td>Ewing</td>
<td>1500</td>
<td>$110</td>
<td>$165,000</td>
<td>Jackson to Almeda</td>
</tr>
<tr>
<td>Hermann</td>
<td>1600</td>
<td>$110</td>
<td>$198,000</td>
<td>Jackson to SH 288</td>
</tr>
<tr>
<td>Jackson</td>
<td>300</td>
<td>$110</td>
<td>$33,000</td>
<td>Hermann to Ewing</td>
</tr>
<tr>
<td>Oakdale</td>
<td>300</td>
<td>$110</td>
<td>$33,000</td>
<td>Almeda to SH 288</td>
</tr>
<tr>
<td>Rosedale</td>
<td>300</td>
<td>$110</td>
<td>$33,000</td>
<td>Almeda to SH 288</td>
</tr>
<tr>
<td>Tierwester</td>
<td>1500</td>
<td>$110</td>
<td>$165,000</td>
<td>OST to Griggs</td>
</tr>
<tr>
<td>Wheeler</td>
<td>500</td>
<td>$110</td>
<td>$55,000</td>
<td>Almeda to SH 288</td>
</tr>
</tbody>
</table>

## SIDEWALKS

<table>
<thead>
<tr>
<th>Street Name</th>
<th>Linear Ft</th>
<th>Cost per LF</th>
<th>Total Cost</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Conley</td>
<td>2000</td>
<td>$15</td>
<td>$30,000</td>
<td>Both sides from Porter to OST</td>
</tr>
<tr>
<td>Cullen</td>
<td>800</td>
<td>$15</td>
<td>$12,000</td>
<td>One side from Dixie to Griggs</td>
</tr>
<tr>
<td>Dixie</td>
<td>800</td>
<td>$15</td>
<td>$12,000</td>
<td>Both sides from St. Augustine to Cullen</td>
</tr>
<tr>
<td>DuPont</td>
<td>2700</td>
<td>$15</td>
<td>$40,500</td>
<td>Both sides from OST to Cullen</td>
</tr>
<tr>
<td>Eastwood</td>
<td>1600</td>
<td>$15</td>
<td>$24,000</td>
<td>Both sides from Dixie to Griggs</td>
</tr>
<tr>
<td>England</td>
<td>2400</td>
<td>$15</td>
<td>$36,000</td>
<td>Both sides from Porter to OST</td>
</tr>
<tr>
<td>Ewing</td>
<td>1500</td>
<td>$15</td>
<td>$22,500</td>
<td>Both sides from Jackson to Almeda</td>
</tr>
<tr>
<td>Foster</td>
<td>1600</td>
<td>$15</td>
<td>$24,000</td>
<td>Both sides from Dixie to Griggs</td>
</tr>
<tr>
<td>Goforth</td>
<td>1600</td>
<td>$15</td>
<td>$24,000</td>
<td>Both sides from Dixie to Griggs</td>
</tr>
<tr>
<td>Griggs</td>
<td>300</td>
<td>$15</td>
<td>$45,000</td>
<td>Both sides Tierwester to Scott</td>
</tr>
<tr>
<td>Kilgore</td>
<td>700</td>
<td>$15</td>
<td>$10,500</td>
<td>Both sides from Bowling Green to Allegheny</td>
</tr>
<tr>
<td>Kilgore</td>
<td>700</td>
<td>$15</td>
<td>$10,500</td>
<td>Both sides from Bowling Green to Allegheny</td>
</tr>
<tr>
<td>Natchez</td>
<td>700</td>
<td>$15</td>
<td>$10,500</td>
<td>Both sides from Bowling Green to Allegheny</td>
</tr>
<tr>
<td>Sidney</td>
<td>2000</td>
<td>$15</td>
<td>$30,000</td>
<td>Both sides from Dixie to Griggs, one side from Porter to Dixie</td>
</tr>
<tr>
<td>St. Augustine</td>
<td>1600</td>
<td>$15</td>
<td>$22,000</td>
<td>Both sides from Porter to OST</td>
</tr>
</tbody>
</table>

## STREET LIGHTS (with conduits)

<table>
<thead>
<tr>
<th>Street Name</th>
<th>Quantity</th>
<th>Cost per Item</th>
<th>Total Cost</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Charleston</td>
<td>3</td>
<td>$3,500</td>
<td>$10,500</td>
<td>England to Cullen</td>
</tr>
<tr>
<td>England</td>
<td>2</td>
<td>$3,500</td>
<td>$7,000</td>
<td>Charleston to OST</td>
</tr>
<tr>
<td>Kelton</td>
<td>2</td>
<td>$3,500</td>
<td>$7,000</td>
<td>Bowling Green to Allegheny</td>
</tr>
<tr>
<td>Kilgore</td>
<td>2</td>
<td>$3,500</td>
<td>$7,000</td>
<td>Bowling Green to Allegheny</td>
</tr>
<tr>
<td>Natchez</td>
<td>2</td>
<td>$3,500</td>
<td>$7,000</td>
<td>Bowling Green to Allegheny</td>
</tr>
<tr>
<td>Sidney</td>
<td>11</td>
<td>$3,500</td>
<td>$38,500</td>
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</tr>
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</table>

## STREET LIGHTS (without conduits)

<table>
<thead>
<tr>
<th>Street Name</th>
<th>Quantity</th>
<th>Cost per Item</th>
<th>Total Cost</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Allegheny</td>
<td>6</td>
<td>$2,000</td>
<td>$16,000</td>
<td>Daphne to Tampa</td>
</tr>
<tr>
<td>Almeda</td>
<td>9</td>
<td>$2,000</td>
<td>$18,000</td>
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5/12/97
<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
<th>Cost per Item</th>
<th>Total Cost</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Benches</td>
<td>67</td>
<td>$1,000</td>
<td>$67,000</td>
<td>2 per 500 if along OST and Griggs</td>
</tr>
<tr>
<td>Benches</td>
<td>48</td>
<td>$1,000</td>
<td>$48,000</td>
<td>2 per 500 if along Almeda</td>
</tr>
<tr>
<td>Gateway</td>
<td>5</td>
<td>$25,000</td>
<td>$125,000</td>
<td>Located at OST/88, OST/Cahoum, Griggs/288, Almeda/Herman Dr, Almeda/US 59</td>
</tr>
<tr>
<td>Irrigation</td>
<td>1</td>
<td>$256,000</td>
<td>$256,000</td>
<td>50,000 Lineal feet along OST, Griggs and their esplanades</td>
</tr>
<tr>
<td>Irrigation</td>
<td>1</td>
<td>$64,000</td>
<td>$64,000</td>
<td>12,000 LF along Almeda</td>
</tr>
<tr>
<td>Plantings</td>
<td>34</td>
<td>$1,000</td>
<td>$34,000</td>
<td>At both sides of each curb cut in an esplanade and at major intersections along OST, Griggs, and Almeda</td>
</tr>
<tr>
<td>Trash Containers</td>
<td>67</td>
<td>$750</td>
<td>$50,250</td>
<td>2 per 500 if along OST and Griggs</td>
</tr>
<tr>
<td>Trash Containers</td>
<td>48</td>
<td>$750</td>
<td>$36,000</td>
<td>2 per 600 if along Almeda</td>
</tr>
<tr>
<td>Trees</td>
<td>750</td>
<td>$300</td>
<td>$225,000</td>
<td>50,000 Lineal feet @ 70 ft spacing between trees along OST, Griggs and their esplanades</td>
</tr>
<tr>
<td>Trees</td>
<td>70</td>
<td>$300</td>
<td>$21,000</td>
<td>12,000 LF @ 150 ft spacing between trees along Almeda</td>
</tr>
</tbody>
</table>

| STREET SCAPE |
|--------------|----------|---------------|------------|------------------------------------------------------|
| Item          | Quantity | Cost per Item | Total Cost | Description                                           |
| Benches      | 67       | $1,000        | $67,000    | 2 per 500 if along OST and Griggs                    |
| Benches      | 48       | $1,000        | $48,000    | 2 per 500 if along Almeda                            |
| Gateway      | 5        | $25,000       | $125,000   | Located at OST/88, OST/Cahoum, Griggs/288, Almeda/Herman Dr, Almeda/US 59 |
| Irrigation   | 1        | $256,000      | $256,000   | 50,000 Lineal feet along OST, Griggs and their esplanades |
| Irrigation   | 1        | $64,000       | $64,000    | 12,000 LF along Almeda                               |
| Plantings    | 34       | $1,000        | $34,000    | At both sides of each curb cut in an esplanade and at major intersections along OST, Griggs, and Almeda |
| Trash Containers | 67 | $750 | $50,250 | 2 per 500 if along OST and Griggs |
| Trash Containers | 48 | $750 | $36,000 | 2 per 600 if along Almeda |
| Trees        | 750      | $300          | $225,000   | 50,000 Lineal feet @ 70 ft spacing between trees along OST, Griggs and their esplanades |
| Trees        | 70       | $300          | $21,000    | 12,000 LF @ 150 ft spacing between trees along Almeda |

<p>| WATER LINES (6-8&quot;) |
|---------------------|----------|---------------|------------|------------------------------------------------------|
| Street Name         | Linear Ft | Cost per LF   | Total Cost | Description                                           |
| Allegheny           | 1100     | $24           | $28,400    | OST to Dixie                                         |
| Arbor               | 300      | $24           | $7,200     | Almeda to Chenevert                                  |
| Binz                | 400      | $24           | $9,600     | Almeda to Chartres                                   |
| Calumet             | 300      | $24           | $7,200     | Almeda to Chartres                                   |
| Chartres            | 2200     | $24           | $52,800    | Cleburne to Bledgett                                 |
| Chenevert           | 200      | $24           | $4,800     | US59 to Cleburne                                     |
| Cuberson            | 500      | $24           | $12,000    | OST to Tampa                                         |
| Ewing               | 300      | $24           | $7,200     | Almeda to SH 288                                     |
| Glen Cove           | 1000     | $24           | $24,000    | England to Cullen                                    |
| Hermann             | 300      | $24           | $7,200     | Almeda to SH 288                                     |
| Kelton              | 700      | $24           | $16,800    | Bowling Green to Allegheny                            |
| Kilgore             | 700      | $24           | $16,800    | Bowling Green to Allegheny                            |
| Natchez             | 700      | $24           | $16,800    | Bowling Green to Allegheny                            |</p>
<table>
<thead>
<tr>
<th>Street Name</th>
<th>Linear Ft</th>
<th>Cost per LF</th>
<th>Total Cost</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Glen Cove</td>
<td>1000</td>
<td>$60</td>
<td>$60,000</td>
<td>England to Cullen</td>
</tr>
<tr>
<td>New Street 1</td>
<td>1100</td>
<td>$60</td>
<td>$66,000</td>
<td>Tierwester to Tierwester</td>
</tr>
<tr>
<td>Off-site Wastewater Ext. (x .5)</td>
<td>5300</td>
<td>$30</td>
<td>$159,000</td>
<td>England to MLK</td>
</tr>
<tr>
<td>New Street 2</td>
<td>2000</td>
<td>$60</td>
<td>$54,000</td>
<td>England to Cullen</td>
</tr>
<tr>
<td></td>
<td>3300</td>
<td>$60</td>
<td>$498,000</td>
<td></td>
</tr>
</tbody>
</table>

Note: Cost Estimate Source-City of Houston Public Works Dept.

These estimates are intended for general use only, and roughly indicate the infrastructure needs of the area.
Map 6: Utility Improvements
Map 7: Street Improvements

Street const./reconst.

Street overlays
Section 1. That the findings contained in the preamble of this Ordinance are declared to be true and correct and are hereby adopted as part of this Ordinance.

Section 2. That the Project Plan and Reinvestment Zone Financing Plan attached hereto for Reinvestment Zone Number Seven, City of Houston, Texas, are hereby determined to be feasible and are approved.

Section 3. That the City Secretary is directed to provide copies of the Project Plan and Reinvestment Zone Financing Plan to each taxing unit levying ad valorem taxes in the Zone.

Section 4. That City Council officially finds, determines, recites and declares a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter thereof has been discussed, considered and formally acted upon. That City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

Section 5. There exists a public emergency requiring that this Ordinance be passed finally on the date of its introduction as requested in writing by the Mayor; therefore, this Ordinance shall be passed finally on such date and shall take effect immediately upon its passage and approval by the Mayor; however, in the event that the Mayor fails to sign this Ordinance within five days after
its passage and adoption, it shall take effect in accordance with Article VI, Section 6, Houston City Charter.

PASSED AND ADOPTED this 14th day of May, 1997.

APPROVED this ______ day of May, 1997.

__________________________
Mayor of the City of Houston

Pursuant to Article VI, Section 6, Houston City Charter, the effective date of the foregoing Ordinance is _______.___. 1997.

__________________________
City Secretary

(Prepared by Legal Dept. (DFM/dfm May 13, 1997) Senior Assistant City Attorney (Requested by Robert M. Edke, Director, Planning and Development) (L.D. File No. 34-97130-03)
EXHIBIT “A-3” – SIXTH AMENDMENT TO THE CRP PLAN
(See Attached)
City of Houston, Texas, Ordinance No. 2016-_________

AN ORDINANCE APPROVING THE SIXTH AMENDED PROJECT PLAN AND REINVESTMENT ZONE FINANCING PLAN FOR REINVESTMENT ZONE NUMBER SEVEN, CITY OF HOUSTON, TEXAS (OLD SPANISH TRAIL/ALMEDA CORRIDORS ZONE); AUTHORIZING THE CITY SECRETARY TO DISTRIBUTE SUCH PLANS; EXTENDING THE DURATION OF THE ZONE TO DECEMBER 31, 2038; CONTAINING FINDINGS AND OTHER PROVISIONS RELATED TO THE FOREGOING SUBJECT; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY.

WHEREAS, by City Ordinance No. 97-478 adopted May 7, 1997, the City Council of the City of Houston ("City"), pursuant to the provisions of Chapter 311, Texas Tax Code, as amended ("Code"), created Reinvestment Zone Number Seven, City of Houston, Texas ("Zone") for the purposes of development in the area of the City generally referred to as the Old Spanish Trail/Almeda Corridors area; and

WHEREAS, the Board of Directors of the Zone adopted, and the City approved, by City Ordinance No. 97-539, the Project Plan and Reinvestment Zone Financing Plan for the Zone ("Plans"); and

WHEREAS, the Code authorizes the Board of Directors of the Zone to adopt an amendment to the Plans, which amendment becomes effective upon approval by the City Council; and

WHEREAS, the Board of Directors of the Zone adopted and recommended subsequent amendments to the Plans, which the City Council approved, by City Ordinance No. 1998-1146 on December 9, 1998; by City Ordinance No. 1999-829 on August 11, 1999; by City Ordinance No. 2006-1110 on November 8, 2006; and by City Ordinance No. 2008-419 on May 14, 2008; and by City Ordinance No. 2013-797; and

WHEREAS, the Board of Directors of the Zone, at its November 18, 2015 board meeting, considered and adopted a proposed sixth amendment to the Plans ("Sixth Amendment"), and recommended the Sixth Amendment for approval by the City Council; and
WHEREAS, the City Council previously enlarged the boundaries of the Zone by City Ordinance No. 1998-1145 on December 9, 1998, by City Ordinance No. 2008-418 on May 14, 2008, by City Ordinance No. 2013-796 on September 17, 2013, and by City Ordinance No. 2016-957 on December 7, 20161; and

WHEREAS, the Board of Directors of the Zone, at its November 18, 2015 board meeting, approved the enlargement of the boundaries of the Zone (“Enlarged Area”) and has requested City Council’s approval of the boundary enlargement; and

WHEREAS, the Sixth Amendment includes projects for the Enlarged Area; and

WHEREAS, before the Board of Director of the Zone may implement the Sixth Amendment, the City Council must approve the Sixth Amendment; and

WHEREAS, a public hearing on the Sixth Amendment is required to be held in accordance with the provisions of Section 311.011 of the Code; and

WHEREAS, the City Council finds that notice of the public hearing was published in a newspaper of general circulation in the City in the time and manner required by law; and

WHEREAS, the City Council conducted a public hearing on the proposed Sixth Amendment on November 30, 2016; and

WHEREAS, at the public hearing, interested persons were allowed to speak for or against the proposed Sixth Amendment and the concept of tax increment financing; and

WHEREAS, evidence was received and presented at the public hearing in favor of the proposed Sixth Amendment and the concept of tax increment financing; and

WHEREAS, in the Creation Ordinance, the effective date specified for the Zone was January 1, 1998, and the termination date specified for the Zone was December 31, 2028, establishing a 30-year duration period of the Zone; and

WHEREAS, pursuant to the Sixth Amendment, the Zone’s projects have been expanded, requiring additional time to implement the projects in the Plans, rendering inadequate the initially established 30-year duration of the Zone; and

---

1 Ordinance number of ordinance enlarging the Zone’s boundaries and date of Council approval to be inserted by City Secretary.
WHEREAS, the addition of 10 years to the duration of the Zone, extending the Zone duration to December 31, 2038, will permit the Zone to complete the purposes for which it was established under current conditions and circumstances, and to implement the Sixth Amendment; and

WHEREAS, pursuant to Code Section 311.007(c) and Section 311.017(a)(1), the City Council may, by ordinance, extend a reinvestment zone’s termination date to a date later than the date originally established for termination for a zone; and

WHEREAS, the Zone’s Board of Directors has requested the City Council extend the termination date of the Zone for an additional 10 years; and

WHEREAS, the findings contained in the Creation Ordinance continue to apply to the Zone and all terms and conditions of the Creation Ordinance, except as modified herein, remain in full force and effect; and

WHEREAS, the City desires to approve the Sixth Amendment and to extend the Zone’s termination date for an additional 10 years as described herein; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HOUSTON, TEXAS:

Section 1. Recitals. That the findings and recitals contained in the preamble of this Ordinance are found and declared to be true and correct and are adopted as part of this Ordinance for all purposes.

Section 2. Approval of the Sixth Amendment. That the existing Plans are hereby amended by adding “Part G.” The City Council approves the Plans, as amended to include Part “G,” that are attached to this Ordinance as Exhibit “A”. The Sixth Amendment is hereby found to be feasible and is approved. The appropriate officials of the City are authorized to take all steps reasonably necessary to implement the Sixth Amendment.

Section 3. Distribution to Taxing Units. That the City Secretary is directed to provide copies of the Sixth Amendment to each taxing unit levying ad valorem taxes in the Zone.

Section 4. Extension of the Duration of the Zone. That the termination of Reinvestment Zone Number Seven, City of Houston, Texas, is hereby extended to
December 31, 2038. Except as provided in the preceding sentence of this Ordinance, the Creation Ordinance shall continue in full force and effect.

Section 5. Severability. That if any provision, section, subsection, sentence, clause, or phrase of this Ordinance, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining provisions of this Ordinance shall not be affected thereby, it being the intent of the City Council in adopting this Ordinance that no portion hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness, or invalidity of any other portion hereof, and all provisions of this Ordinance are declared to be severable for that purpose.

Section 6. Emergency. That there exists a public emergency requiring that this Ordinance be passed finally on the date of its introduction as requested in writing by the Mayor; therefore, this Ordinance shall be passed finally on such date and shall take effect immediately upon its passage and approval by the Mayor.

PASSED AND ADOPTED this ___ day of December, 2016.

APPROVED this ___ day of ________________, 2016.

Mayor of the City of Houston

Pursuant to Article VI, Section 6, Houston City Charter, the effective date of the foregoing Ordinance is DEC 13 2016.

City Secretary

(Prepared by Legal Department (OUT:out November 16, 2016) Assistant City Attorney (Requested by Andrew F. Icken, Chief Development Officer, Office of the Mayor) (L.D. File No. 0421300011006)
<table>
<thead>
<tr>
<th>AYE</th>
<th>NO</th>
</tr>
</thead>
</table>
| ✔️  |    | MAYOR TURNER
|     |    | COUNCIL MEMBERS
| ✔️  |    | STARDIG
| ✔️  |    | DAVIS
| ✔️  |    | COHEN
| ✔️  |    | BOYKINS
| ✔️  |    | MARTIN
|     |    | LE
| ✔️  |    | TRAVIS
| ✔️  |    | CISNEROS
| ✔️  |    | GALLEGOS
| ✔️  |    | LASTER
| ✔️  |    | GREEN
| ✔️  |    | KNOX
| ✔️  |    | ROBINSON
| ✔️  |    | KUBOSH
| ✔️  |    | EDWARDS
| ✔️  |    | CHRISTIE
|     |    | CAPTION ADOPTED

MAY 017 Rev 12/15
EXHIBIT "A"

SIXTH AMENDMENT ADDING PART "G" TO THE PROJECT PLAN AND REINVESTMENT ZONE FINANCING PLAN FOR REINVESTMENT ZONE NUMBER SEVEN (OST/ALMEDA CORRIDORS ZONE)
TAX INCREMENT REINVESTMENT ZONE NUMBER
SEVEN CITY OF HOUSTON

OST/ALMEDA CORRIDORS ZONE

Sixth Amended
Project Plan and Reinvestment Zone Financing Plan

November __, 2016
REINVESTMENT ZONE NUMBER SEVEN, CITY OF HOUSTON, TEXAS
OST/ALMEDA CORRIDORS ZONE
Part G – Sixth Amended Project Plan and Reinvestment Zone Financing Plan

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Introduction:

The purpose of the Project Plan and Reinvestment Zone Financing Plan (collectively, the Parts A, B, C, D, E, F and G Plans are the "Plans") for Reinvestment Zone Number Seven, City of Houston, Texas, the OST/Almeda Corridors Zone (herein referred to as the "TIRZ") is to set forth goals, expectations and redevelopment plans and programs necessary to create and support an environment attractive to private investment along the Almeda, Old Spanish Trail, Griggs and Dowling corridors and in the Upper Third Ward area. The intent of the Plan is to ensure that the improvements will result in the long-term stability and viability of the area.

The City created the TIRZ on May 7, 1997 as an area covering 656 acres located primarily along and adjacent to Almeda Road and Old Spanish Trail in southeast Houston. The City adopted the Plan for the area on May 14, 1997 (the "Part A Plan"). On October 26, 1998, the TIRZ recommended that the City approve an annexation. The enlarged TIRZ area squared-off the Almeda corridor northern sector, and included several areas for which property owners requested annexation, including several tracts located west of Almeda Road in the Ewing and Binz St. area, and an area of the Almeda corridor south of OST, generally bounded by OST, Almeda Road, Corder St., and Hwy 288. The expansion area resulted in a total Zone area of 1,215 acres. On December 9, 1998, the City approved the Amended Project Plan and Reinvestment Zone Financing Plan for the Zone (the "Part B Plan"). On August 11, 1999, the City approved the Second Amended Project Plan and Reinvestment Zone Financing Plan; necessitated by changes in Texas law specific to school district participation in TIRZ's (the "Part C Plan"). On November 8, 2006, by Ordinance 2006-1110, the City approved the Third Amended Plan and Reinvestment Zone Financing Plan, which consisted predominately of a reallocation of funds within the approved Part C Plan and the addition of new project categories, including Park Improvements (the “Part D Plan”). On May 5, 2008, by Ordinance 2008-0420, the City approved a Fourth Amended Plan and Reinvestment Zone Financing Plan (the "Part E Plan"). The Amended Plan included provisions for the annexation of approximately 497 acres of territory consisting of the Brays Bayou channel between Almeda Road and Martin Luther King Boulevard, street rights-of-way, parks and other public lands. On September 11, 2013, by ordinance 2013-797, the City approved a Fifth Amended Plan and Reinvestment (the “Part F Plan”). The Amended Plan included provisions for the annexation of approximately 5.15 acres north of Emancipation Park bounded by Tuam, Hutchins, Dennis and Dowling.

Section One:

The Part A Plan: Part A Plan covered a total of 656 acres. The primary focus of the Part A Plan was to facilitate the construction of new single family and multi-family housing and associated retail and commercial development. The intent was to compensate for the continued loss of existing housing stock in the greater Third Ward/Almeda/OST areas. Focus was also placed on either the repositioning of existing or construction of new multi-family and commercial development within the Almeda and Old Spanish Trail Corridors. The methodology defined
in the Part A Plan, consisted primarily of roadway and street reconstruction, including associated public utilities, street lighting, and sidewalk construction. Additional efforts consisted of emphasis on the creation of pedestrian environments, environmental remediation and real property acquisition.

The Part B Plan: The Part B Plan sought to build upon the goals previously defined in the Part A Plan and expanded the TIRZ boundaries from 656 acres to approximately 1,215 acres. The Part B Plan further defined TIRZ functions specific to assisting in commercial, multi-family and single-family residential development. Additionally, criteria was defined that provided for improvements within the footprints of Griggs Road and Martin Luther King Boulevard and included the proposed improvements as recommended in the Houston Small Business Development Corporation 1995 Master Plan. The Part B Plan sought to implement the redefined goals while remaining consistent with the Part A Plan through continued focus on roadway and street reconstruction, associated public utility replacement and system upgrades, street lighting, and improvements in the pedestrian realm through the construction of sidewalks, street lighting, landscaping, street furniture, and other pedestrian amenities and the acquisition of real property.

The Part C Plan: The Part C Plan both restated and further defined the fundamental goals and objectives identified in the Part A and Part B Plans. However, the primarily intent of the Part C Plan was to incorporate changes in the HISD participation in the TIRZ.

The Part D Plan: The Part D Plan reallocated funds between existing public works and public improvement project costs categories and a new category for parks and park improvements. The Parts A, B, and C Plans had no provision for park and park improvements.

The Part E Plan: The Part E Plan provided for a second expansion of the TIRZ by an additional 497 acres including Emancipation Park, MacGregor Park, Brays Bayou and several street rights-of-way in northern Third Ward and along the Metropolitan Transit Authority’s Southeast and proposed University alignments. The Part E Plan included provisions for the reconstruction of public utility systems/public infrastructure including roadways and streets, pedestrian amenities, renovation of the historic Emancipation Park, construction of parking, cultural and other public facilities improvements, specifically a new library in Palm Center area, as well as historic preservation and affordable housing in the northern Third Ward area.

The Part F Plan: The Part F Plan provided for a third TIRZ expansion of an additional 5.15 acre to provide off-site parking for Emancipation Park. The geographic area covered by the Part F Plan included the areas covered by Parts A, B, C, D and E Plans. Parts A, B, C, D and E Plans, combined with the Part F Plan, provided the tools needed to help alleviate blight, deteriorated street and site conditions, obsolete public services and facilities and encouraged the sound growth of commercial (retail/office/industrial), residential (multi-family, single-family and affordable housing), and mixed-use development within the area.

The TIRZ and the City now desire to further amend the TIRZ Project Plan and Financing Plan as described herein, as the Part G Plan.
Section Two:

The Part G Plan: The City approved the Sixth Amended Project Plan and Reinvestment Zone Financing Plan ("Part G Plan") by Ordinance No. 1. The Part G Plan consists of (i) a summary of the redevelopment efforts of the Zone; (ii) a restatement of the Zone’s redevelopment goals for the Zone, (iii) the reallocation of the Zone’s project cost categories and allocations to align with the current goals and objectives of the Zone, and (iv) the anticipated use of expenditures for the renewal, replacement, maintenance, and operation of capital projects of the Zone. The Part G Plan provides for the annexation of approximately 327 acres, extends the duration of the Zone to December 31, 2038, and increases Zone project costs by $174,712,696 to facilitate, cause or undertake the following: (i) creation or improvement of public infrastructure, public utilities and public parking to support and induce the acquisition/remediation, construction, and development of urban, pedestrian-oriented retail/commercial, multi-family and mixed-use development along major economic development corridors (Almeda, Griggs, Old Spanish Trail, Dowling, etc.) as well as other economic development nodes within the Zone; (ii) redevelopment/development of certain historic, cultural, public facilities and public spaces that reflect the unique culture of the historic African-American neighborhood surrounding Emancipation Park to enhance and grow tourism within the Zone; (iii) redevelopment/development of open green space, parks, public plazas and other similar improvements within the Zone; and (iv) enhancement of a transportation network in the Zone to bolster economic development that is safe, efficient and equitable for bicyclists, pedestrians, transit users, and motorists. These goals are consistent with prior plans; therefore, the Part G plan incorporates, restates and affirms the goals and objectives included in the Part A, B, C, D, E and F plans. Together, Parts A, B, C, D, E and F Plans, combined with the Part G Plan, will provide the financing and management tools necessary for alleviating blight, deteriorated street and site conditions, obsolete public services and facilities and will encourage the sound growth and development of residential, commercial and complementary retail development within the Zone by supporting an environment attractive to private investment specifically along the key economic development corridors of Almeda, Old Spanish Trail, Griggs, Dowling, economic development nodes and in the Upper Third Ward area.

A. Summary of Redevelopment Efforts

Significant redevelopment and reinvestment has occurred in the OST/Almeda Zone since its inception. The Zone will continue to partner with the Greater Southeast Management District (Houston Southeast) District, TXDOT, Metropolitan Transit Authority, other public entities and community/neighborhood organizations to achieve these goals.

B. Redevelopment Plan Goals

The redevelopment goals of the Part G Plan restate the prior redevelopment goals, and are updated based on the results of the Zone’s redevelopment efforts. To the extent that prior statements of redevelopment concepts conflict with the concepts and goals articulated in the Part G Plan, the concepts and goals outlined below control.

Goal 1: The creation of pedestrian-friendly, safe environments through the reconstruction of streets and sidewalks, with ample lighting and streetscape amenities.

1 City Secretary to insert the Ordinance number of the ordinance approving the Sixth Amended Project Plan and Reinvestment Zone Financing Plan.

3
Streetscape enhancements are required to create an environment that will help stimulate investment in retail, residential, and commercial developments. Enhanced streetscape components will include: sidewalks, lighting, signage, street trees, landscaping, public art, benches and other pedestrian amenities. The reconstruction of major thoroughfares and key streets will enhance the level of service in the area. The construction of sidewalk systems including ADA complaint ramps and other treatments will improve pedestrian safety, enhance the visual environment and provide connectivity both within the Zone and to adjacent districts. All improvements will be coordinated with the street reconstruction programs of the City of Houston, METRO, TxDOT and other public entities. Attention will be placed on the leveraging of TIRZ monies to obtain federal, state and local funding to expand the scope and quantity of projects implemented in the Zone, specifically to work closely with Greater Southeast Management District (Houston Southeast), an FTA grantee, to identify mobility infrastructure improvements which are eligible for federal and state funding.

Goal 2: Redevelopment and upgrades to public green space, parks, trails, greenways and other recreational facilities including Emancipation Park and MacGregor Park. Public infrastructure, pedestrian bridges, regional trail systems and other enhancements to area parks, Brays Bayou and other public open green space will attract and support redevelopment and improve the quality of life of area neighborhoods and visitors by increasing the attractiveness of the area.

Goal 3: Reinforcement of pedestrian-attractive retail, office, mixed-use and other commercial developments along economic development corridors, specifically, Almeda, Old Spanish Trail, Griggs, Dowling and Scott as well as economic development nodes along Gray, McGowan, Elgin, Ennis, Blodgett, Holman and other streets within the Zone.

The retention and expansion of retail, office, mixed-use and commercial developments along Almeda, Old Spanish Trail, Griggs Dowling and Scott Streets is of key importance to the successful redevelopment of the area. To redevelop historic Dowling Street into a key arterial/town center, through the implementation of a program resulting in an enhanced pedestrian environment with an emphasis on parking, lighting, street trees, landscaping, wider sidewalks, public art and adequate pedestrian amenities.

Goal 4: Complementing the revitalization activities proposed to occur along the Metropolitan Transit Authority (METRO)'s Southeast Light Rail and future University Light Rail alignments.

Complement METRO funding of public transit systems along the Southeast and University alignments by funding of streetscapes upgrades, right-of-way acquisition, and provisions for parking to serve retail needs. Additional focus will be placed on inducing emerging business enterprises and developers to increase revitalization efforts and spur the highest and best land uses of this mixed-use community for all users and stakeholders.

Goal 5: Cultural, Public Facilities, Historic Preservation and Affordable Housing
Increase public and cultural facilities, historic preservation programs and affordable housing for current Third Ward residents as well as the universities, Downtown and medical center workforce by leveraging TIRZ funds with private, public, and non-profit developers to integrate cultural and historic preservation initiatives with affordable housing in the upper Third Ward area.

Goal 6: Economic Development
In cases where improving public infrastructure alone is insufficient or inadequate to stimulating private investment and economic development, the TIRZ would seek to
fund an economic development program that would directly incentivize private enterprise that affects the TIRZ and serve as a catalyst for other business developments.

C. Authorized Projects and Project Costs

The amended and restated project costs are detailed in Exhibit 1. Exhibit 1 is a schedule of the Zone’s project costs, details of adjustments in the project costs from Plan A to Plan F and amounts remaining under each project costs category as of June 30, 2015. Exhibit 1 is a schedule of the Zone’s project costs for Part G along with Part A, B, C, D, E and F. The Zone may adjust costs among line items as costs and priorities change. The dollar amounts for each category are approximate and to the extent inflation or other factors impact actual costs, the amounts may be amended from time to time by the Board of Directors of the Zone, upon approval or applicable annual budgets by the City Council.

Existing and Proposed Uses of Land Within the Zone: Map 1 reflects the boundary map of proposed expansion area. Map 2 reflects the land uses in proposed expansion area. Map 3 reflects the existing and proposed boundary expansion areas. Map 4 reflects the proposed boundary expansion area with surrounding TIRZs.

Estimated Non-Project Cost Items: It is estimated that the Greater Southeast Management District (Houston Southeast) will generate approximately $2 million in annual revenues, a portion of which will be expended within the TIRZ to fund public safety programs, graffiti abatement, beautification, landscape maintenance, illegal dumping cleanup, marketing and perception, and business development programs.

Proposed Changes of Zoning Ordinances, Master Plan of Municipality, Building Codes and Other Municipal Ordinances: All construction will be done in conformance with existing rules and regulations of the City of Houston. There are no proposed changes of any city ordinance, master plan, or building codes.

Statement of Method of Relocating Persons to be Displaced as a Result of Implementing the Plan: It is not anticipated that residents will be displaced by any of the projects to be undertaken by the TIRZ.

D. Economic Development Programs.

As an alternative to direct investment in capital improvements or public infrastructure to stimulate private investment, the Zone may fund an economic development program with the City Council approval to incentivize private enterprise in the Zone and serve as a catalyst for other business developments. The Zone may adopt a more formal program to address future conditions.

E. Maintenance and Sustainability

As a direct consequence of an expanding list of projects, particularly park and public space projects, the Zone must provide for the maintenance and operation of the Zone’s existing and planned projects in the near term and in years to come beyond the duration of the Zone. In order to adequately provide for maintenance and sustainability, maintenance and operation is added as project costs in Exhibit 1 attached hereto in an amount of up to 5% of total project costs for the Zone regardless of project cost category.
F. Reinvestment Zone Financing Plan

Estimated Project Costs: Exhibit 1 is a detailed listing of the estimated project costs including administrative and educational project costs. Exhibit 1 lists costs for Plan A, B, C, D, E and F, as those projects remain part of the overall Plan.

Economic Feasibility: Exhibits 2 through 4A are updated revenue estimates for both the original and annexed areas. These estimates detail the total appraised value, the captured appraised value, and the net revenue from each taxing entity participating in the TIRZ over the remaining life of the TIRZ.

Bonded Indebtedness/Methods of Financing: Bonds have been issued by the TIRZ. Additional bond issues are anticipated. The value and timing of these future bond issues will correlate to the debt capacity as derived from the revenue and project schedules attached herein, and by actual market conditions for the issue and sale of such bonds. The TIRZ will explore other financing methods, as well, including short-term notes, developer agreement financing and collaboration with other entities for grant funding and partnerships.

Reinvestment Zone Duration: When initially created by City Council on May 7, 1997, the term of the Zone was established at 30 years. The Part G Plan extends the duration of the Zone to December 31, 2038.
EXHIBITS
### Exhibit 1: Parts A, B, C, D, E, F and G Plan Project Costs

<table>
<thead>
<tr>
<th></th>
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<td><strong>Total Infrastructure Improvements - Part A, B, C, D, E, F &amp; G</strong></td>
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**Exhibit 2: Net Revenue and Transfer Schedule: Original and Annexed Areas - All Entities**

<table>
<thead>
<tr>
<th>Tax Year (1)</th>
<th>Increment Revenue</th>
<th>Transfers</th>
<th>Net Revenue (Total Increment Revenue less Total Transfers)</th>
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<td>Houston ISD (2)</td>
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<td>$8,581,772</td>
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<td>$8,930,488</td>
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<td>$9,670,323</td>
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<td>2038</td>
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$287,681,603 $21,387,912 $309,069,515  $7,129,304 $14,384,080 $350,000 $14,734,080 $21,863,364 $287,206,131

Notes:
(1) TIRZ 7 is scheduled to terminate in Tax Year 2038
(2) Houston Independent School District participation in the TIRZ ends with the collection of the Tax Year 2028 payment
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<tr>
<th>Tax Year (1)</th>
<th>Base Value (2)</th>
<th>Projected Value (3)</th>
<th>Captured Appraised Value</th>
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<th>Increment Revenue</th>
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<td>$ 5,524,224</td>
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<td>2020</td>
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<tr>
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<td>$10,793,051</td>
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<td>$11,245,222</td>
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<td>2037</td>
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<td>95.00%</td>
<td>0.601120</td>
<td>$12,204,548</td>
</tr>
</tbody>
</table>

Notes:
(1) TIRZ 7 is projected to terminate in Tax Year 2038
(2) Base Year is Tax Year 1997
(3) For Tax Years 2015 to 2038, the property value increases at an annual rate of 4%
(4) For Tax Years 2015 to 2038, the property growth rate estimated at 4%
<table>
<thead>
<tr>
<th>Tax Year (1)</th>
<th>Base Value (2)</th>
<th>Projected Value (3)</th>
<th>Captured Appraised Value</th>
<th>Collection Rate (4)</th>
<th>Tax Rate</th>
<th>Increment Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>2015</td>
<td>$87,881,410</td>
<td>$450,512,741</td>
<td>$362,631,331</td>
<td>95.00%</td>
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<td>$2,070,857</td>
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<tr>
<td>2016</td>
<td>$87,881,410</td>
<td>$468,533,251</td>
<td>$380,651,841</td>
<td>95.00%</td>
<td>0.601120</td>
<td>$2,173,766</td>
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<tr>
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<td>$399,393,171</td>
<td>95.00%</td>
<td>0.601120</td>
<td>$2,280,791</td>
</tr>
<tr>
<td>2018</td>
<td>$87,881,410</td>
<td>$506,765,564</td>
<td>$418,884,154</td>
<td>95.00%</td>
<td>0.601120</td>
<td>$2,392,097</td>
</tr>
<tr>
<td>2019</td>
<td>$87,881,410</td>
<td>$527,036,187</td>
<td>$439,154,777</td>
<td>95.00%</td>
<td>0.601120</td>
<td>$2,507,855</td>
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<tr>
<td>2020</td>
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<td>$548,117,634</td>
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<td>0.601120</td>
<td>$2,753,447</td>
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<tr>
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<td>$592,844,033</td>
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<tr>
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<tr>
<td>2024</td>
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<td>$641,220,106</td>
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<tr>
<td>2025</td>
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<td>$666,868,910</td>
<td>$578,987,500</td>
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<td>95.00%</td>
<td>0.601120</td>
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<tr>
<td>2027</td>
<td>$87,881,410</td>
<td>$721,285,413</td>
<td>$633,404,003</td>
<td>95.00%</td>
<td>0.601120</td>
<td>$3,617,142</td>
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<tr>
<td>2028</td>
<td>$87,881,410</td>
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<td>$662,255,420</td>
<td>95.00%</td>
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<tr>
<td>2029</td>
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<td>$780,142,303</td>
<td>$692,280,893</td>
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<td>$3,953,253</td>
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<tr>
<td>2030</td>
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<td>$811,347,995</td>
<td>$723,468,595</td>
<td>95.00%</td>
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<td>$4,509,536</td>
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<tr>
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<td>$824,774,741</td>
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<td>$4,709,992</td>
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<tr>
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<td>$4,918,466</td>
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<tr>
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<td>$987,128,893</td>
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<tr>
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<td>$1,026,614,049</td>
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<td>2037</td>
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<td>95.00%</td>
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</tr>
</tbody>
</table>

$88,503,826

Notes:
(1) TIRZ 7 is scheduled to terminate in Tax Year 2038
(2) Base Year is Tax Year 1998
(3) For Tax Years 2015 to 2038, the property value increases at an annual rate of 4%
(4) For Tax Years 2015 to 2038, the property growth rate estimated at 4%
### Exhibit 3B: Revenue Schedule: 2008 Annexed Area - City of Houston

<table>
<thead>
<tr>
<th>Tax Year (1)</th>
<th>Base Value (2)</th>
<th>Projected Value (3)</th>
<th>Captured Appraised Value</th>
<th>Collection Rate (4)</th>
<th>Tax Rate</th>
<th>Increment Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>2015 $627,440</td>
<td>$125,649</td>
<td>$ (501,791)</td>
<td>$95.00%</td>
<td>0.601120</td>
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<td>-</td>
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<tr>
<td>2016 $627,440</td>
<td>$130,675</td>
<td>$ (496,765)</td>
<td>$95.00%</td>
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<td>-</td>
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<tr>
<td>2017 $627,440</td>
<td>$135,902</td>
<td>$ (491,538)</td>
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<td>-</td>
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<tr>
<td>2018 $627,440</td>
<td>$141,338</td>
<td>$ (486,102)</td>
<td>$95.00%</td>
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<tr>
<td>2019 $627,440</td>
<td>$146,991</td>
<td>$ (480,449)</td>
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<tr>
<td>2020 $627,440</td>
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<tr>
<td>2021 $627,440</td>
<td>$158,986</td>
<td>$ (468,454)</td>
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<tr>
<td>2022 $627,440</td>
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<td>$ (462,095)</td>
<td>$95.00%</td>
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<tr>
<td>2023 $627,440</td>
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<tr>
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<tr>
<td>2025 $627,440</td>
<td>$185,991</td>
<td>$ (441,449)</td>
<td>$95.00%</td>
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<td>-</td>
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<tr>
<td>2026 $627,440</td>
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<td>$ (434,010)</td>
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<tr>
<td>2027 $627,440</td>
<td>$201,168</td>
<td>$ (426,272)</td>
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<tr>
<td>2028 $627,440</td>
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<tr>
<td>2029 $627,440</td>
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<tr>
<td>2030 $627,440</td>
<td>$226,286</td>
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<tr>
<td>2031 $627,440</td>
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<td>2032 $627,440</td>
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<tr>
<td>2033 $627,440</td>
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<td>-</td>
</tr>
<tr>
<td>2034 $627,440</td>
<td>$264,723</td>
<td>$ (362,717)</td>
<td>$95.00%</td>
<td>0.601120</td>
<td>$</td>
<td>-</td>
</tr>
<tr>
<td>2035 $627,440</td>
<td>$275,312</td>
<td>$ (352,128)</td>
<td>$95.00%</td>
<td>0.601120</td>
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<td>-</td>
</tr>
<tr>
<td>2036 $627,440</td>
<td>$286,324</td>
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<td>$95.00%</td>
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<td>$</td>
<td>-</td>
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<tr>
<td>2037 $627,440</td>
<td>$297,777</td>
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<td>$95.00%</td>
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<tr>
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<td>$309,688</td>
<td>$ (317,752)</td>
<td>$95.00%</td>
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<td>$</td>
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</tr>
</tbody>
</table>

**Notes:**
(1) TIRZ 7 is scheduled to terminate in Tax Year 2038
(2) Base Year is Tax Year 2008
(3) For Tax Years 2015 to 2038, the property value increases at an annual rate of 4%
(4) Collection rate for Tax Year 2015 to Tax Year 2038 estimated at 95%
## Exhibit 3C: Revenue Schedule: 2013 Annexed Area - City of Houston

<table>
<thead>
<tr>
<th>Tax Year (1)</th>
<th>Base Value (2)</th>
<th>Projected Value (3)</th>
<th>Captured Appraised Value</th>
<th>Collection Rate (4)</th>
<th>Tax Rate</th>
<th>Increment Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>2015</td>
<td>$1,409,377</td>
<td>$1,409,377</td>
<td>$ -</td>
<td>95.00%</td>
<td>0.601120</td>
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</tr>
<tr>
<td>2016</td>
<td>$1,409,377</td>
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<td>$56,375</td>
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</tr>
<tr>
<td>2017</td>
<td>$1,409,377</td>
<td>$1,524,383</td>
<td>$115,005</td>
<td>95.00%</td>
<td>0.601120</td>
<td>$ 657</td>
</tr>
<tr>
<td>2018</td>
<td>$1,409,377</td>
<td>$1,585,357</td>
<td>$175,980</td>
<td>95.00%</td>
<td>0.601120</td>
<td>$ 1,005</td>
</tr>
<tr>
<td>2019</td>
<td>$1,409,377</td>
<td>$1,648,772</td>
<td>$239,395</td>
<td>95.00%</td>
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<tr>
<td>2020</td>
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<td>$1,714,723</td>
<td>$305,346</td>
<td>95.00%</td>
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<td>$ 1,744</td>
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<td>2021</td>
<td>$1,409,377</td>
<td>$1,783,312</td>
<td>$373,935</td>
<td>95.00%</td>
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</tr>
<tr>
<td>2022</td>
<td>$1,409,377</td>
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<tr>
<td>2023</td>
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<td>95.00%</td>
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<tr>
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<td>$2,005,983</td>
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<td>95.00%</td>
<td>0.601120</td>
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<tr>
<td>2025</td>
<td>$1,409,377</td>
<td>$2,086,222</td>
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<tr>
<td>2026</td>
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<td>95.00%</td>
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<td>2027</td>
<td>$1,409,377</td>
<td>$2,256,458</td>
<td>$847,081</td>
<td>95.00%</td>
<td>0.601120</td>
<td>$ 4,837</td>
</tr>
<tr>
<td>2028</td>
<td>$1,409,377</td>
<td>$2,346,716</td>
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<td>95.00%</td>
<td>0.601120</td>
<td>$ 5,353</td>
</tr>
<tr>
<td>2029</td>
<td>$1,409,377</td>
<td>$2,440,585</td>
<td>$1,031,208</td>
<td>95.00%</td>
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<td>$ 5,889</td>
</tr>
<tr>
<td>2030</td>
<td>$1,409,377</td>
<td>$2,538,208</td>
<td>$1,128,831</td>
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<td>0.601120</td>
<td>$ 6,446</td>
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<tr>
<td>2031</td>
<td>$1,409,377</td>
<td>$2,639,737</td>
<td>$1,230,360</td>
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<td>$ 7,026</td>
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<tr>
<td>2032</td>
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<td>$2,745,326</td>
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<tr>
<td>2033</td>
<td>$1,409,377</td>
<td>$2,855,139</td>
<td>$1,445,762</td>
<td>95.00%</td>
<td>0.601120</td>
<td>$ 8,256</td>
</tr>
<tr>
<td>2034</td>
<td>$1,409,377</td>
<td>$2,969,345</td>
<td>$1,559,968</td>
<td>95.00%</td>
<td>0.601120</td>
<td>$ 8,908</td>
</tr>
<tr>
<td>2035</td>
<td>$1,409,377</td>
<td>$3,088,119</td>
<td>$1,678,742</td>
<td>95.00%</td>
<td>0.601120</td>
<td>$ 9,587</td>
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<tr>
<td>2036</td>
<td>$1,409,377</td>
<td>$3,211,643</td>
<td>$1,802,266</td>
<td>95.00%</td>
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<td>$ 10,292</td>
</tr>
<tr>
<td>2037</td>
<td>$1,409,377</td>
<td>$3,340,109</td>
<td>$1,930,732</td>
<td>95.00%</td>
<td>0.601120</td>
<td>$ 11,026</td>
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<tr>
<td>2038</td>
<td>$1,409,377</td>
<td>$3,473,713</td>
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<td>95.00%</td>
<td>0.601120</td>
<td>$ 11,789</td>
</tr>
</tbody>
</table>

Notes:
(1) TIRZ 7 is scheduled to terminate in Tax Year 2028
(2) Base Year is Tax Year 2013
(3) For Tax Years 2015 to 2038, the property value increases at an annual rate of 4%
(4) Collection rate for Tax year 2015 to Tax Year 2038 estimated at 95%
### Exhibit 3D: Revenue Schedule: 2015 Annexed Area - City of Houston

<table>
<thead>
<tr>
<th>Tax Year (1)</th>
<th>Base Value (2)</th>
<th>Projected Value (3)</th>
<th>Captured Appraised Value</th>
<th>Collection Rate (4)</th>
<th>Tax Rate</th>
<th>Increment Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>2015</td>
<td>$112,545,991</td>
<td>$112,545,991</td>
<td>$ -</td>
<td>95.00%</td>
<td>0.601120</td>
<td>$ -</td>
</tr>
<tr>
<td>2016</td>
<td>$112,545,991</td>
<td>$117,047,831</td>
<td>$ 4,501,840</td>
<td>95.00%</td>
<td>0.601120</td>
<td>$ 25,708</td>
</tr>
<tr>
<td>2017</td>
<td>$112,545,991</td>
<td>$121,729,744</td>
<td>$ 9,183,753</td>
<td>95.00%</td>
<td>0.601120</td>
<td>$ 52,445</td>
</tr>
<tr>
<td>2018</td>
<td>$112,545,991</td>
<td>$126,598,934</td>
<td>$14,052,943</td>
<td>95.00%</td>
<td>0.601120</td>
<td>$ 80,251</td>
</tr>
<tr>
<td>2019</td>
<td>$112,545,991</td>
<td>$131,662,891</td>
<td>$19,116,900</td>
<td>95.00%</td>
<td>0.601120</td>
<td>$109,170</td>
</tr>
<tr>
<td>2020</td>
<td>$112,545,991</td>
<td>$136,929,407</td>
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<td>95.00%</td>
<td>0.601120</td>
<td>$139,245</td>
</tr>
<tr>
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<td>$112,545,991</td>
<td>$142,406,583</td>
<td>$29,863,943</td>
<td>95.00%</td>
<td>0.601120</td>
<td>$170,523</td>
</tr>
<tr>
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<td>$148,102,846</td>
<td>$35,556,855</td>
<td>95.00%</td>
<td>0.601120</td>
<td>$203,052</td>
</tr>
<tr>
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<td>$154,026,960</td>
<td>$41,480,969</td>
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<td>0.601120</td>
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</tr>
<tr>
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<td>$112,545,991</td>
<td>$160,188,038</td>
<td>$47,642,047</td>
<td>95.00%</td>
<td>0.601120</td>
<td>$272,067</td>
</tr>
<tr>
<td>2025</td>
<td>$112,545,991</td>
<td>$166,595,560</td>
<td>$54,049,569</td>
<td>95.00%</td>
<td>0.601120</td>
<td>$308,658</td>
</tr>
<tr>
<td>2026</td>
<td>$112,545,991</td>
<td>$173,259,382</td>
<td>$60,713,391</td>
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<td>0.601120</td>
<td>$346,712</td>
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<tr>
<td>2027</td>
<td>$112,545,991</td>
<td>$180,189,768</td>
<td>$67,643,767</td>
<td>95.00%</td>
<td>0.601120</td>
<td>$386,289</td>
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<tr>
<td>2028</td>
<td>$112,545,991</td>
<td>$187,397,348</td>
<td>$74,851,357</td>
<td>95.00%</td>
<td>0.601120</td>
<td>$427,449</td>
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<tr>
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<td>0.601120</td>
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<tr>
<td>2030</td>
<td>$112,545,991</td>
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<td>$514,774</td>
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<tr>
<td>2031</td>
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<td>$210,796,530</td>
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<tr>
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<td>$609,225</td>
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<td>$115,451,536</td>
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<td>0.601120</td>
<td>$659,302</td>
</tr>
<tr>
<td>2034</td>
<td>$112,545,991</td>
<td>$237,117,428</td>
<td>$124,571,437</td>
<td>95.00%</td>
<td>0.601120</td>
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<tr>
<td>2035</td>
<td>$112,545,991</td>
<td>$246,602,126</td>
<td>$134,056,135</td>
<td>95.00%</td>
<td>0.601120</td>
<td>$765,546</td>
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<tr>
<td>2036</td>
<td>$112,545,991</td>
<td>$256,466,211</td>
<td>$143,920,220</td>
<td>95.00%</td>
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<td>$821,877</td>
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<tr>
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<td>0.601120</td>
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<td>$277,393,853</td>
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<td>95.00%</td>
<td>0.601120</td>
<td>$941,387</td>
</tr>
</tbody>
</table>

$9,693,735

Notes:

1. TIRZ 7 is projected to terminate in Tax Year 2038
2. Base Year is Tax Year 2015
3. For Tax Years 2015 to 2038, the property value increases at an annual rate of 4%
4. Collection rate for Tax year 2015 to Tax Year 2038 estimated at 95%
<table>
<thead>
<tr>
<th>Tax Year (1)</th>
<th>Base Value (2)</th>
<th>Captured Appraised Value</th>
<th>Projected Value</th>
<th>Captured Appraised Value</th>
<th>Projected Plan Appraised Value</th>
<th>Collection Rate (4)</th>
<th>Tax Rate</th>
<th>Increment Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>2015</td>
<td>$89,239,610</td>
<td>$773,426,285</td>
<td>$684,186,675</td>
<td>$73,890,000</td>
<td>95.00%</td>
<td>1.1567</td>
<td>$811,951</td>
<td></td>
</tr>
<tr>
<td>2016</td>
<td>$89,239,610</td>
<td>$812,097,599</td>
<td>$722,857,989</td>
<td>$73,890,000</td>
<td>95.00%</td>
<td>1.1567</td>
<td>$811,951</td>
<td></td>
</tr>
<tr>
<td>2017</td>
<td>$89,239,610</td>
<td>$852,702,479</td>
<td>$763,462,869</td>
<td>$73,890,000</td>
<td>95.00%</td>
<td>1.1567</td>
<td>$811,951</td>
<td></td>
</tr>
<tr>
<td>2018</td>
<td>$89,239,610</td>
<td>$895,337,603</td>
<td>$806,097,993</td>
<td>$73,890,000</td>
<td>95.00%</td>
<td>1.1567</td>
<td>$811,951</td>
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</tr>
<tr>
<td>2019</td>
<td>$89,239,610</td>
<td>$940,104,483</td>
<td>$850,864,873</td>
<td>$73,890,000</td>
<td>95.00%</td>
<td>1.1567</td>
<td>$811,951</td>
<td></td>
</tr>
<tr>
<td>2020</td>
<td>$89,239,610</td>
<td>$987,109,708</td>
<td>$897,870,988</td>
<td>$73,890,000</td>
<td>95.00%</td>
<td>1.1567</td>
<td>$811,951</td>
<td></td>
</tr>
<tr>
<td>2021</td>
<td>$89,239,610</td>
<td>$1,036,465,193</td>
<td>$947,225,583</td>
<td>$73,890,000</td>
<td>95.00%</td>
<td>1.1567</td>
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<tr>
<td>2022</td>
<td>$89,239,610</td>
<td>$1,088,288,453</td>
<td>$999,048,843</td>
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<td>95.00%</td>
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</tr>
<tr>
<td>2023</td>
<td>$89,239,610</td>
<td>$1,142,702,875</td>
<td>$1,053,463,265</td>
<td>$73,890,000</td>
<td>95.00%</td>
<td>1.1567</td>
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<tr>
<td>2024</td>
<td>$89,239,610</td>
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<td>$1,110,598,409</td>
<td>$73,890,000</td>
<td>95.00%</td>
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</tr>
<tr>
<td>2025</td>
<td>$89,239,610</td>
<td>$1,259,829,920</td>
<td>$1,170,590,310</td>
<td>$73,890,000</td>
<td>95.00%</td>
<td>1.1567</td>
<td>$811,951</td>
<td></td>
</tr>
<tr>
<td>2026</td>
<td>$89,239,610</td>
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<td>$1,233,581,806</td>
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<td>95.00%</td>
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<td>2027</td>
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<td>95.00%</td>
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<tr>
<td>2028</td>
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<td>$1,369,171,001</td>
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<td>95.00%</td>
<td>1.1567</td>
<td>$811,951</td>
<td></td>
</tr>
</tbody>
</table>

Notes:
(1) Houston Independent School District participation in the TIRZ ends with the collection of the Tax Year 2028 payment
(2) Base Year is Tax Year 1998
(3) For Tax Years 2015 to 2028, the property value increases at an annual rate of 5%
(4) Collection rate for Tax year 2015 to Tax Year 2028 estimated at 95%

\[ \text{Increment Revenue} = \sum_{t=2015}^{2028} \text{Collection Rate} \times \text{Projected Plan Appraised Value} \]

\[ \text{Increment Revenue} = \$11,387,314 \]
## Exhibit 4A: Revenue Schedule: 1998 Annexed Area - HISD

<table>
<thead>
<tr>
<th>Tax Year (1)</th>
<th>Base Value (2)</th>
<th>Captured Appraised Value</th>
<th>Projected Appraised Value</th>
<th>Collection Rate (4)</th>
<th>Tax Rate</th>
<th>Increment Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>2015</td>
<td>$ 87,995,210</td>
<td>$ 401,055,219</td>
<td>$ 313,060,009</td>
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<td>1.1567</td>
<td>$ 715,757</td>
</tr>
<tr>
<td>2016</td>
<td>$ 87,995,210</td>
<td>$ 421,107,980</td>
<td>$ 333,112,770</td>
<td>95.00%</td>
<td>1.1567</td>
<td>$ 715,757</td>
</tr>
<tr>
<td>2017</td>
<td>$ 87,995,210</td>
<td>$ 442,163,379</td>
<td>$ 354,168,169</td>
<td>95.00%</td>
<td>1.1567</td>
<td>$ 715,757</td>
</tr>
<tr>
<td>2018</td>
<td>$ 87,995,210</td>
<td>$ 464,271,548</td>
<td>$ 376,276,338</td>
<td>95.00%</td>
<td>1.1567</td>
<td>$ 715,757</td>
</tr>
<tr>
<td>2019</td>
<td>$ 87,995,210</td>
<td>$ 487,485,125</td>
<td>$ 399,489,915</td>
<td>95.00%</td>
<td>1.1567</td>
<td>$ 715,757</td>
</tr>
<tr>
<td>2020</td>
<td>$ 87,995,210</td>
<td>$ 511,859,381</td>
<td>$ 423,864,171</td>
<td>95.00%</td>
<td>1.1567</td>
<td>$ 715,757</td>
</tr>
<tr>
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<td>$ 87,995,210</td>
<td>$ 537,452,350</td>
<td>$ 449,457,140</td>
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<td>1.1567</td>
<td>$ 715,757</td>
</tr>
<tr>
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<td>$ 564,324,968</td>
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<tr>
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<td>$ 504,546,006</td>
<td>95.00%</td>
<td>1.1567</td>
<td>$ 715,757</td>
</tr>
<tr>
<td>2024</td>
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<td>$ 622,168,277</td>
<td>$ 534,173,067</td>
<td>95.00%</td>
<td>1.1567</td>
<td>$ 715,757</td>
</tr>
<tr>
<td>2025</td>
<td>$ 87,995,210</td>
<td>$ 653,276,691</td>
<td>$ 565,281,481</td>
<td>95.00%</td>
<td>1.1567</td>
<td>$ 715,757</td>
</tr>
<tr>
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<td>$ 685,940,526</td>
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<td>95.00%</td>
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<td>$ 715,757</td>
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<tr>
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<td>95.00%</td>
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<td>$ 668,254,219</td>
<td>95.00%</td>
<td>1.1567</td>
<td>$ 715,757</td>
</tr>
</tbody>
</table>

Notes:
(1) Houston Independent School District participation in the TIRZ ends with the collection of the Tax Year 2028 payment
(2) Base Year is Tax Year 1998

$10,020,598
LEGEND

ROW

- Existing Boundary
- Proposed Annexation
EXHIBIT “B” – CRP AREA MAP
(See Attached)
This map is made available for reference purposes only and should not be substituted for a survey product. The City of Houston will not accept liability of any kind in conjunction with its use.
A RESOLUTION IDENTIFYING CERTAIN PROPOSED DEVELOPMENTS OF AFFORDABLE RENTAL HOUSING AS CONTRIBUTING TO THE CONCERTED REVITALIZATION EFFORTS OF THE CITY OF HOUSTON, TEXAS MORE THAN ANY OTHER IN THE AREA IN WHICH THE APPLICABLE DEVELOPMENT IS LOCATED; MAKING VARIOUS FINDINGS AND PROVISIONS RELATING TO THE SUBJECT.

WHEREAS, the City Council (the "City Council") of the City of Houston (the "City") finds that each of the entities whose name is listed in the column captioned "Applicant Name" (individually referred to as "Applicant") on Schedule I attached hereto has proposed a development for affordable rental housing ("Housing Community") whose name and location are set forth on Schedule I beside the name of such Applicant in the columns captioned "Project Name" and "Project Address" (individually referred to as "Applicant's Project" with respect to the Applicant whose name is listed beside such information), each located in the City of Houston, Texas; and

WHEREAS, the City Council finds that each Applicant has advised that it has submitted or intends to submit an application, bearing the number set forth on Schedule I beside the name of such Applicant in the column captioned "TDHCA Number" (individually referred to as "Applicant’s Application" with respect to the Applicant whose name is listed beside such TDHCA Number), to the Texas Department of Housing and Community Affairs (the "TDHCA") for an allocation of 2018 Competitive 9% Housing Tax Credits ("HTCs") for the Applicant’s Project; and

WHEREAS, the City Council finds that HTCs are awarded by TDHCA through a competitive point scoring system and that additional points are awarded to developments that are located in an area for which a concerted revitalization plan ("CRP") has been adopted and that are explicitly identified by a municipality in a resolution as contributing more than any other to the municipality's concerted revitalization efforts within the CRP area ("CRP Area") in which the development is located; and

WHEREAS, the City Council finds that the 2018 Qualified Allocation Plan ("2018 QAP") prepared by the TDHCA for the awarding and allocation of HTCs provides that a Tax Increment Reinvestment Zone ("TIRZ") may qualify as a CRP Area, provided that the plan applicable thereto meets the requirements set forth in § 11.9(d)(7)(A)(i)(I) - (V) of the 2018 QAP; and

WHEREAS, the City Council finds that each Applicant's Project listed on Schedule I is located in a separate CRP Area whose name is set forth on Schedule I beside the name of such Applicant’s Project in the column entitled "CRP Area"; and
WHEREAS, the City Council finds that only one Applicant's Project listed on Schedule I is located in each CRP Area listed on Schedule I; and

WHEREAS, the City Council, as the governing body of the City, desires to assist each Applicant and the success of each Applicant's Project by explicitly identifying each Applicant's Project as contributing more than any other to the CRP of the CRP Area in which such Applicant's Project is located; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HOUSTON:

Section 1. That 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.

Section 2. That the City Council hereby explicitly identifies each Applicant's Project confirms that it supports each Applicant's Project listed on Schedule I as contributing more than any other to the Consolidated Revitalization Plan for the CRP Area in which such Applicant's Project is located.

Section 3. That this Resolution shall take effect immediately upon its passage and approval by the Mayor; however, in the event that the Mayor fails to sign this Resolution within five days after its passage and adoption, it shall take effect in accordance with Article VI, Section 6, Houston City Charter.

PASSED AND ADOPTED this 14th day of February, 2018.

Mayor of the City of Houston

Pursuant to Article VI, Section 6, Houston City Charter, the effective date of the foregoing Resolution is 02/20/2018.

City Secretary

(Prepared by Legal Dept. Senior Assistant City Attorney)

(Requested by Tom McCasland, Director, Housing and Community Development Department)
<table>
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CAPTION PUBLISHED IN DAILY COURT REVIEW DATE: 02/20/2018

CAPTION ADOPTED MAY 017 Rev. 12/15
<table>
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<tr>
<th>Applicant Name</th>
<th>Project Name</th>
<th>Project Address</th>
<th>CRP Area</th>
<th>TDHCA Number</th>
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<tr>
<td>St. Elizabeth Place, LP</td>
<td>St. Elizabeth Place</td>
<td>4514 Lyons Avenue</td>
<td>Fifth Ward TIRZ</td>
<td>18020</td>
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<tr>
<td>Houston DMA Housing II, LLC</td>
<td>The Greenery</td>
<td>18000 block of Imperial Valley Dr</td>
<td>Greenspoint TIRZ</td>
<td>18338</td>
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<td>2222 Cleburne LP</td>
<td>2222 Cleburne</td>
<td>2222 Cleburne</td>
<td>OST/Almeda TIRZ</td>
<td>18243</td>
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<td>Houston DMA Housing III, LLC</td>
<td>City Park Apartments</td>
<td>NW corner of W Green Drive and US HWY 288</td>
<td>Greater Houston TIRZ</td>
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<tr>
<td>Campanile on Commerce LP</td>
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<td>2800 Commerce St</td>
<td>Harrisburg TIRZ</td>
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<td>BAH Lancaster Senior Village, Ltd.</td>
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<td>Near 7409 Bellfort/NW corner of intersection of Bellfort and Telephone Rd</td>
<td>Gulfgate TIRZ</td>
<td>18138</td>
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## Community Asset Factors 11.9(c)(4)(B)
### 2222 Cleburne (The Montrose Center) (Houston)

<table>
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<tr>
<th>AMENITIES</th>
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<tr>
<td><strong>½ Mile Park on Accessible Route</strong></td>
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<tr>
<td><strong>½ Mile Public Transportation on Accessible Route</strong></td>
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<tr>
<td><strong>1 Mile Full Service Grocery Store</strong></td>
</tr>
<tr>
<td>Fiesta Mart</td>
</tr>
<tr>
<td>4200 San Jacinto St</td>
</tr>
<tr>
<td>Houston, TX 77004</td>
</tr>
<tr>
<td><strong>1 Mile Pharmacy</strong></td>
</tr>
<tr>
<td>Walgreens Pharmacy</td>
</tr>
<tr>
<td>5202 Almeda Rd</td>
</tr>
<tr>
<td>Houston, TX 77004</td>
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<tr>
<td><strong>3 Miles of a Health Related Facility</strong></td>
</tr>
<tr>
<td>MedSpring Urgent Care – Midtown</td>
</tr>
<tr>
<td>2707 Milam St</td>
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<tr>
<td>Houston, TX 77006</td>
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<tr>
<td><strong>2 Miles of A Licensed Daycare</strong></td>
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<tr>
<td>N/A</td>
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<tr>
<td><strong>Property Crime Rate of 26/1000 Persons</strong></td>
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<td>N/A</td>
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<tr>
<td><strong>1 Mile of Public Library</strong></td>
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<tr>
<td>N/A</td>
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<tr>
<td><strong>5 Miles of University/Community College</strong></td>
</tr>
<tr>
<td>Texas Southern University</td>
</tr>
<tr>
<td>3100 Cleburne St</td>
</tr>
<tr>
<td>Houston, TX 77004</td>
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</table>

**Educational Attainment**
Applicable (See Attached)

**1 Mile Indoor Recreation**
Level One Fitness
1803 Cleburne St
Houston, TX 77004

**1 Mile Outdoor Recreation**
Emancipation Park
3018 Emancipation Ave
Houston, TX 77004

**1 Mile Community/Civic/Service Organization**
South Main Baptist Church
4100 Main St
Houston, TX 77002

**Service Area of Meals on Wheels/Non-Profit Service**
Young Women’s Christian Association
3615 Willia St
Houston, TX 77007
One Mile Community Assets - 2222 Cleburne

Interfaith Ministries-Meals On Wheels
South Main Baptist Church
Fiesta Mart
Level One Fitness
Walgreens Pharmacy

One Mile Radius
Emancipation Park
2222 Cleburne-Site
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(713) 529-0153
Supermarket chain with an extensive Latin foods section, plus housewares, apparel & more.

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fiestamart.com
(713) 529-0155
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Search by keyword or item #

Get offer

Holiday Shop

Sea r cn b y Ke yw o r d o r it em

Q

Weekly Ad & Coupons

Balance Rewards

Rx Refills

Health Info & Services

Contact Lenses

Shop

Photo

Walgreens

Store

#2844

5202 ALMEDA RD

Houston, TX 77004

713-529-5922

Cross streets: SOUTHMORE & ALMEDA DRIVE

Make this your store | Directions

Store & Photo Hours

Wed Nov 22 7AM - 10PM
Thu Nov 23 7AM- 10PM
Fri Nov 24 7AM- 10PM

See more ~

Pharmacy Hours

Wed Nov 22 9AM - 9PM
Thu Nov 23 Closed (Thanksgiving Day Hours)
Fri Nov 24 9AM - 9PM

See more ~

Pharmacy Services

Prescriptions

116 years of experience and still innovating how you fill prescriptions.

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Passport Photos

Photo Cards

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Pharmacy Hours

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Walgreens Pharmacy
5202 Almeda Rd, Houston, TX 77004
Located in: Walgreens
walgreens.com
(713) 529-5922
Open now: 9AM - 9PM

Write a review
Add a photo
Add a label

Midtown Houston
Mon - Sun: 8:00 am - 8:00 pm

2707 Milam St
Houston TX 77006
(832) 632-7135
(2 blocks SW of McGowen on Milam)

Get Directions  Make a Reservation

More Urgent Care Houston, TX locations

4.8 out of 5 stars. Read 1001 Reviews.

Greenway, Sugar Land, Midtown, and Falcon Landing MedSpring locations will be closed for Thanksgiving. Please visit our other Houston-area centers: Kingwood, Memorial, River Oaks, Heights, or Katy, open 8am-5pm on Thanksgiving Day. Have a happy holiday!
What We Treat

MedSpring offers treatment for a wide range of common injuries and illnesses for adults and children over 12 months of age. We are open for extended hours, including evenings, weekends and holidays - so you can get back to what matters with the help of our compassionate medical team.

Below are just some of the types injuries and illnesses we can treat and services we offer. We accept most major insurance, or for those patients looking to pay without insurance, we have competitive self-pay rates available as well. Walk ins are welcome and same day appointments are available by calling 888-980-0505. If you need care for life, limb or vision threatening emergencies, call 911 or visit your nearest ER.

Important Note: If you plan to use health insurance to pay for your visit, you will need to bring a valid ID and proof-of-insurance.

Find a MedSpring Near Me

Common Illnesses We Treat

<table>
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<tr>
<th>Illnesses</th>
<th>Treatments</th>
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<tr>
<td>Abscesses</td>
<td>Allergies</td>
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<td>Asthma</td>
<td>Bronchitis</td>
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<td>Cedar Fever</td>
<td>Colds</td>
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<td>Constipation</td>
<td>Coughs</td>
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<td>Diarrhea</td>
<td>Ear Infections</td>
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<td>Eye Infections</td>
<td>Fever</td>
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<tr>
<td>Flu (Influenza)</td>
<td>Food Poisoning</td>
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<tr>
<td>Urgent Care Services &amp; Treatments We Offer at MedSpring</td>
<td></td>
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<tr>
<td>-----------------------------------------------------</td>
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<tr>
<td><a href="https://medspring.com/treatments">https://medspring.com/treatments</a></td>
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<th>STDs / STIs (<a href="https://medspring.com/treatments/stds">/treatments/stds</a>)</th>
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<td>STDs / STIs (<a href="https://medspring.com/treatments/stds">/treatments/stds</a>)</td>
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### Types of Injuries We Treat

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<td>Bites</td>
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<td>Ingrown Toe Nails</td>
<td>Puncture Wounds</td>
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<td>Scratches (<a href="https://medspring.com/treatments/stitches">http://medspring.com/treatments/stitches</a>)</td>
<td>Sprains</td>
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<td>Stings</td>
<td>Strains</td>
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### Other Health Care Services

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<td>EKG</td>
<td>Lab Tests</td>
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<td>PPD/TP Skin Test (<a href="https://medspring.com/treatments/ppd-tb-skin-test">/treatments/ppd-tb-skin-test</a>)</td>
<td>Pregnancy Test</td>
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### Vaccines, Tests and Preventative Care

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<td>Whooping Cough Vaccine (<a href="https://medspring.com/treatments/whopping-cough-vaccine">/treatments/whopping-cough-vaccine</a>)</td>
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offers quick and convenient urgent care for a range of illnesses and injuries. From coughs and colds to cuts and broken bones, our providers offer great care in clean modern centers when you need it. Most MedSpring visits last less than an hour so you can get back to what matters.

Locations (/locations)
Atlanta (/choice-one-atlanta)
Austin (/texas/austin-urgent-care)
Baltimore (/choice-one-baltimore)
Boston (/massachusetts/boston-urgent-care)
Chicago (/illinois/chicago-immediate-care)
Dallas-Fort Worth (/texas/dallas-fort-worth-urgent-care)
Houston (http://medspring.com/texas/houston-urgent-care?ref=footer-link)

What We Treat (/treatments)
Illnesses & Injuries (/treatments)
Physicals (http://medspring.com/physicals)
Occ Med (https://medspring.com/employer-services)
Promotions (http://medspring.com/promotions)

Contact Us (/contact-us?ref=footer-link)
About Us (http://medspring.com/about-us?ref=footer-link)
Patient Portal (/patient-portal)
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medspring.com
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Wednesdays

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College Locator

Use the map below to locate a college near you. Enter your address below and click 'Go!', or explore the map!

**Your Location**

Address: 
City: TX
Zip Code: 77004

**Legend**

- 4-Year
- 2-Year
- Health-Related
- Education Centers

**Public/Independent**

**Legend Colors**

- Blue: Public
- Green: Independent

**Home Institution**

Texas Southern University
Public Universities (Main Campus)
http://www.tsu.edu
Apply Now!
<table>
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<th>Institution Name</th>
<th>System Name</th>
<th>Address</th>
<th>City</th>
<th>Zip Code</th>
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<th>Administrative Officer Title</th>
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<th>Website Address</th>
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<td>1003 W. Avenue N</td>
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<td>76905</td>
<td>Brian J. May</td>
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<td>(325) 942-2073</td>
<td><a href="http://www.angelo.edu">www.angelo.edu</a></td>
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<td>4 Lamar University</td>
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<td>44016 Martin Luther King Blvd</td>
<td>Beaumont</td>
<td>77711</td>
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<td>(409) 880-7011</td>
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<td>3410 Tuff Boulevard</td>
<td>Wichita Falls</td>
<td>76308-2099</td>
<td>Suzanne Shively</td>
<td>President</td>
<td>(940) 397-4000</td>
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<tr>
<td>6 Prairie View A&amp;M University</td>
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<td>77486</td>
<td>Ruth J. Simons</td>
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<td>(936) 857-3311</td>
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<td>77049</td>
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<td>(866) 294-1111</td>
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<td>8 Stephen F. Austin State University</td>
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<td>1316 North Street</td>
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<td>75667</td>
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<td>(936) 468-2011</td>
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<td>79832</td>
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<td>(930) 278-3339</td>
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<td>76690</td>
<td>F. Dominick Dottavio</td>
<td>President</td>
<td>(254) 988-9000</td>
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<td>78041</td>
<td>Pablo Arenas</td>
<td>President</td>
<td>(956) 326-2001</td>
<td><a href="http://www.tamu.edu">www.tamu.edu</a></td>
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<td>1266 TAMU</td>
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<td>77443-3265</td>
<td>Michael K. Young</td>
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<td>(979) 845-3211</td>
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<td>77550</td>
<td>Robert Smith III</td>
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<td>(407) 322-4443</td>
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<td>Moore Connally Bldg 301 Tarrow</td>
<td>College Station</td>
<td>77440-7896</td>
<td>John Sharp</td>
<td>Chancellor</td>
<td>(979) 458-6000</td>
<td><a href="http://www.tamu.edu">www.tamu.edu</a></td>
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<td>16 Texas A&amp;M University-Central Texas</td>
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<td>1001 Leadership Place</td>
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<td>75490</td>
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<td>President</td>
<td>(254) 513-5400</td>
<td><a href="http://www.tamu.edu">www.tamu.edu</a></td>
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<td>17 Texas A&amp;M University-Commerce</td>
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<td>1700 Hwy 28</td>
<td>Commerce</td>
<td>76427</td>
<td>Ray M. Keck III</td>
<td>President</td>
<td>(905) 586-5014</td>
<td><a href="http://www.tamu.edu">www.tamu.edu</a></td>
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<td>18 Texas A&amp;M University-Corpus Christi</td>
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<td>78412</td>
<td>Kelly M. Quintanilla</td>
<td>Interim President</td>
<td>(512) 821-5700</td>
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<td>Steven H. Tallant</td>
<td>President</td>
<td>(512) 593-3207</td>
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<td>78223</td>
<td>Cynthia Tamarine-Matson</td>
<td>President</td>
<td>(210) 932-6299</td>
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<td>21 Texas A&amp;M University-Texas A&amp;M</td>
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<td>75509</td>
<td>Emily F. Cutler</td>
<td>President</td>
<td>(903) 223-3000</td>
<td><a href="http://www.tamu.edu">www.tamu.edu</a></td>
</tr>
<tr>
<td>22 Texas Southern University</td>
<td>Texas A&amp;M University System</td>
<td>3400 College Avenue</td>
<td>Houston</td>
<td>77004</td>
<td>Austin A. Lane</td>
<td>President</td>
<td>(713) 333-7013</td>
<td><a href="http://www.tsu.edu">www.tsu.edu</a></td>
</tr>
<tr>
<td>23 Texas State University</td>
<td>Texas State University System</td>
<td>601 University Drive</td>
<td>San Marcos</td>
<td>78055</td>
<td>Denise Trauth</td>
<td>President</td>
<td>(512) 245-2111</td>
<td><a href="http://www.tsstate.edu">www.tsstate.edu</a></td>
</tr>
<tr>
<td>24 Texas State University</td>
<td>Texas State University System</td>
<td>200 East 20th Street Suite 600</td>
<td>Austin</td>
<td>78701</td>
<td>Brian McGill</td>
<td>Chancellor</td>
<td>(512) 245-2111</td>
<td><a href="http://www.tsu.edu">www.tsu.edu</a></td>
</tr>
<tr>
<td>25 Texas Tech University</td>
<td>Texas Tech University System</td>
<td>3200 Broadway</td>
<td>Lubbock</td>
<td>79409</td>
<td>Lawrence Schovanec</td>
<td>President</td>
<td>(806) 742-2011</td>
<td><a href="http://www.ttu.edu">www.ttu.edu</a></td>
</tr>
<tr>
<td>26 Texas Tech University</td>
<td>Texas Tech University System</td>
<td>P.O. Box 42013</td>
<td>Lubbock</td>
<td>79409</td>
<td>Robert D. Duncan</td>
<td>Chancellor</td>
<td>(806) 742-2011</td>
<td><a href="http://www.texas">www.texas</a> Tech</td>
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<tr>
<td>27 Texas Woman's University</td>
<td>Texas State University System</td>
<td>304 Administration Drive</td>
<td>Denton</td>
<td>76204-5289</td>
<td>Carine M. Fyeon</td>
<td>Chancellor/President</td>
<td>(817) 898-3200</td>
<td><a href="http://www.thu.edu">www.thu.edu</a></td>
</tr>
<tr>
<td>28 The University of Texas at Arlington</td>
<td>The University of Texas System</td>
<td>701 S. Nedneedman Drive</td>
<td>Arlington</td>
<td>76018</td>
<td>Vasant M. Kariharri</td>
<td>President</td>
<td>(817) 272-2011</td>
<td><a href="http://www.uta.edu">www.uta.edu</a></td>
</tr>
<tr>
<td>29 The University of Texas at Dallas</td>
<td>The University of Texas System</td>
<td>The University of Texas System</td>
<td>University Station</td>
<td>78713</td>
<td>Gregory L. Fennes</td>
<td>President</td>
<td>(512) 471-3434</td>
<td><a href="http://www.utexas.edu">www.utexas.edu</a></td>
</tr>
<tr>
<td>30 The University of Texas at El Paso</td>
<td>The University of Texas System</td>
<td>The University of Texas System</td>
<td>800 West Campbell Road</td>
<td>75007-5021</td>
<td>Carine M. Fyeon</td>
<td>Chancellor/President</td>
<td>(817) 898-3200</td>
<td><a href="http://www.utexas.edu">www.utexas.edu</a></td>
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<tr>
<td>31 The University of Texas at Fort Worth</td>
<td>The University of Texas System</td>
<td>The University of Texas System</td>
<td>500 West University Avenue</td>
<td>76106</td>
<td>Diana Nata-Nacia</td>
<td>President</td>
<td>(210) 721-5000</td>
<td><a href="http://www.utpb.edu">www.utpb.edu</a></td>
</tr>
<tr>
<td>32 The University of Texas at Houston</td>
<td>The University of Texas System</td>
<td>The University of Texas System</td>
<td>One UTSA Circle</td>
<td>78249-5001</td>
<td>Taylor Elghnry</td>
<td>President</td>
<td>(210) 458-4011</td>
<td><a href="http://www.utsa.edu">www.utsa.edu</a></td>
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<tr>
<td>33 The University of Texas at Lubbock</td>
<td>The University of Texas System</td>
<td>The University of Texas System</td>
<td>5900 University Boulevard</td>
<td>79415</td>
<td>Michael V. Tidwell</td>
<td>President</td>
<td>(903) 556-7000</td>
<td><a href="http://www.utlyer.edu">www.utlyer.edu</a></td>
</tr>
<tr>
<td>34 The University of Texas of the Permian Basin</td>
<td>The University of Texas System</td>
<td>The University of Texas System</td>
<td>4501 East University</td>
<td>79792</td>
<td>Sandra K. Woodley</td>
<td>President</td>
<td>(432) 552-2020</td>
<td>usdbb.edu</td>
</tr>
<tr>
<td>35 The University of Texas Rio Grande Valley</td>
<td>The University of Texas System</td>
<td>The University of Texas System</td>
<td>1201 West University Drive</td>
<td>78516</td>
<td>Guy Bailey</td>
<td>President</td>
<td>(512) 381-2011</td>
<td><a href="http://www.utrgv.edu">www.utrgv.edu</a></td>
</tr>
<tr>
<td>36 The University of Texas System</td>
<td>The University of Texas System</td>
<td>601 Colorado</td>
<td>Austin</td>
<td>78701-2982</td>
<td>William H. McLavan</td>
<td>Chancellor</td>
<td>(512) 499-4201</td>
<td><a href="http://www.utsystem.edu">www.utsystem.edu</a></td>
</tr>
<tr>
<td>37 University of Houston</td>
<td>University of Houston System</td>
<td>4800 Calhoun Road</td>
<td>Houston</td>
<td>77204</td>
<td>Ranu Khator</td>
<td>President</td>
<td>(713) 743-8820</td>
<td><a href="http://www.uh.edu">www.uh.edu</a></td>
</tr>
<tr>
<td>38 University of Houston System</td>
<td>University of Houston System</td>
<td>3100 Cullen Boulevard Suite 205</td>
<td>Houston</td>
<td>77204-6001</td>
<td>Ranu Khator</td>
<td>Chancellor</td>
<td>(713) 743-1000</td>
<td><a href="http://www.uh.edu">www.uh.edu</a></td>
</tr>
<tr>
<td>39 University of Houston-Clear Lake</td>
<td>University of Houston System</td>
<td>7200 Bay Area Boulevard</td>
<td>Houston</td>
<td>77058-1098</td>
<td>Ira K. Blake</td>
<td>President</td>
<td>(281) 392-7600</td>
<td><a href="http://www.uh.edu">www.uh.edu</a></td>
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## SUMMARY OF UNDERGRADUATE DEGREES OFFERED

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<tr>
<th>COLLEGE OR SCHOOL</th>
<th>DEPARTMENT</th>
<th>UNDERGRADUATE DEGREES OFFERED</th>
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<tbody>
<tr>
<td>Jesse H. Jones School of Business</td>
<td>Accounting</td>
<td>Bachelor of Business Administration (B.B.A.) in Accounting</td>
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<td></td>
<td>Finance and Economics</td>
<td>Bachelor of Business Administration (B.B.A.) in Finance</td>
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<td></td>
<td>Business Administration</td>
<td>Bachelor of Business Administration (B.B.A.) Management</td>
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<td></td>
<td></td>
<td>Bachelor of Business Administration (B.B.A.) Management Information Systems</td>
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<td>Bachelor of Business Administration (B.B.A.) in Marketing</td>
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<td>School of Communication</td>
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<td>Bachelor of Arts (B.A.) in Entertainment and the Recording Industry</td>
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<td>Bachelor of Arts (B.A.) in Speech Communication</td>
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<td>Journalism</td>
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<td>Radio, TV and Film</td>
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<td>College of Education</td>
<td>Curriculum and Instruction</td>
<td>Bachelor of Science (B.S.) in Interdisciplinary Studies</td>
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<td>Health and Kinesiology</td>
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<td>Bachelor of Science (B.S.) in Kinesiology</td>
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<td>Bachelor of Science (B.S.) in Athletic Training</td>
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<td>Bachelor of Science (B.S.) in Sport Management</td>
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<td>College of Liberal Arts and Behavioral Sciences</td>
<td>English</td>
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<td>Foreign Languages</td>
<td>Bachelor of Arts (B.A.) in Spanish</td>
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<td>History and Geography</td>
<td>Bachelor of Arts (B.A.) in General Studies</td>
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<td>Bachelor of Arts (B.A.) in History</td>
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<td>Human Services and Consumer Sciences</td>
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<td>Bachelor of Science (B.S.) in Human Services and Consumer Sciences – Child and Family Development</td>
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<td>Music</td>
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<td>Visual and Performing Arts</td>
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<td>Bachelor of Arts (B.A.) in Theatre</td>
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<tr>
<td>Barbara Jordan- Mickey Leland School of Public Affairs</td>
<td>Political Science</td>
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<td>Administration of Justice</td>
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<td>Pharmacy Administration and Administrative Health Sciences</td>
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<td>Bachelor of Science (B.S.) in Health Information Management</td>
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<td>Bachelor of Science (B.S.) in Environmental Health</td>
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<td>Pharmaceutical and Environmental Health Sciences</td>
<td>Bachelor of Science (B.S.) in Respiratory Therapy</td>
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<td></td>
<td>Pharmacy Practice and Clinical Health Sciences</td>
<td>Bachelor of Science (B.S.) in Clinical Laboratory Science</td>
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<td>COLLEGE OR SCHOOL</td>
<td>DEPARTMENT</td>
<td>UNDERGRADUATE DEGREES OFFERED</td>
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<tr>
<td>College of Science, Engineering and Technology</td>
<td>Aviation Science and Technology</td>
<td>Bachelor of Science (B.S.) in Aviation Science Management</td>
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<td>Bachelor of Science (B.S.) in Aviation Science Management (Professional Pilot Concentration)</td>
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<td>Biology</td>
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<td>Bachelor of Science (B.S.) in Civil Engineering</td>
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<td>Bachelor of Science (B.S.) in Electrical and Computer</td>
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<td>Bachelor of Science (B.S.) in Civil Engineering Technology</td>
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<td>Bachelor of Science (B.S.) in Computer Engineering Technology</td>
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<td>Industrial Technology</td>
<td>Bachelor of Science (B.S.) in Industrial Technology (Construction Technology)</td>
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<td>Bachelor of Science (B.S.) in Industrial Technology (Design Technology)</td>
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<tr>
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<td>Mathematics</td>
<td>Bachelor of Science (B.S.) in Mathematics</td>
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<tr>
<td></td>
<td>Physics</td>
<td>Bachelor of Science (B.S.) in Physics (Texas Physics Consortium)</td>
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<td></td>
<td>Transportation Studies</td>
<td>Bachelor of Science (B.S.) in Maritime Transportation Management and Security</td>
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</table>

**NOTE:** Many of the degrees offered have multiple tracks leading toward their completion. Consult contents of this bulletin related to the various departments and the respective degrees offered for detailed information on these tracks. Texas Southern University does not offer an undergraduate degree in nursing; however, students interested in pursuing this degree elsewhere may earn lower level credits needed for this degree at the University. The Department of Biology administers a pre-nursing program, and students choosing to pursue this course of study should consult that department’s section of this bulletin for more information.
TEXAS SOUTHERN UNIVERSITY
2017 WINTER COMMENCEMENT
Saturday, December 16, 2017
9:30 a.m.
Health & Physical Education Arena
3100 Cleburne Street
(corner of Wheeler & Ennis streets)
Houston, Texas

On Campus
S P R I N G  R E G I S T R A T I O N
Begins November 13, 2017

NEWS & EVENTS
TSU students complete holiday food drives
Texas Southern University students are dedicated to serving their immediate community.

TSU partners with the U.S. Coast Guard
The partnership establishes a relationship with the Coast Guard and key faculty and staff members.

Collier receives 2017 ELC Scholarship
Anthony Collier has been announced as a recipient of the Alvaro L. Martinez Scholarship.

Rep. Zerwas delivers coin toss for Tiger football
Rep. Zerwas and his wife, Sylvia, were the special guest of TSU President Austin Lane and Lorren Lane.

WELCOME TO TSU
Texas Southern University is located in the heart of Houston. We are home to an increasing diverse population of nearly 10,000 students with more than 80 undergraduate, graduate and professional degree programs.

Spring Registration 2018 Begins
Get ready to register. Talk to your advisor, make your schedule and have your holds removed. Register early and register to win an iPad. Three winners will be chosen and notified by December 16. Register on MyTSU Web.
Contact: Charlene James

Thanksgiving Holiday
HAPPY THANKSGIVING! Campus closed.
Contact: TSU Main Line

Labor Day Classic
### Educational Attainment Data (§11.9(c)(5) of the 2018 Qualified Allocation Plan)

The educational attainment for the population 25 years and over data is from table S1501 2011 - 2015 5-year American Community Survey (ACS). This data corresponds with the Opportunity Index scoring item at §11.9(c)(4) of the 2018 Qualified Allocation Plan (QAP). The QAP can be found at http://www.tdhca.state.tx.us/multifamily/nofas-rules.htm. Please contact jason.burr@tdhca.state.tx.us with any questions.

<table>
<thead>
<tr>
<th>Census Tract</th>
<th>Census Tract Abr.</th>
<th>Estimate Total</th>
<th>Associates Degree or Higher</th>
<th>Rate of Assoc degree or higher by Census tract</th>
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<tbody>
<tr>
<td>48201312700</td>
<td>Census Tract 3127, Harris County, Texas</td>
<td>1526</td>
<td>665</td>
<td>43.58%</td>
</tr>
</tbody>
</table>
LEVEL UP!!!
NO EXCUSE JUST RESULTS

STRENGTH & CONDITIONING BODY SCULPT CLASS
L1fit- Strength and Conditioning Body Sculpt Class
Tuesday's and Thursday's
Host by Trainer Tay Jones
6:00pm to 7:00pm
STRENGTH & CONDITIONING BODY SCULPT CLASS

L1fit- Strength and Conditioning Body Sculpt Class
Tuesday’s and Thursday’s
Host by Trainer Tay Jones
6:00pm to 7:00pm
The L1fit Strength and Conditioning Body Sculpt Class will take your workout and body to the next level.
Focus Area: A full body Hard-core workout class that will rapidly increase your strength, stamina, and sculpt your body by working all the major muscle groups using proven exercises and a variety of equipment. (Squats, dead lifts, presses, curls, etc)

BOOTCAMP

Are you looking to get on the fast track to fitness? Do you love the motivation of a group class dynamic? Are you tight for time, but want a intense workout? Then joining my Boot Camp class is perfect for you!

What better time to whip yourself into shape then now! Level One Fitness is featuring a Boot Camp Class that will give you a powerful, 60 minute workout that will get you the rockin’ body you want! The Boot Camp Class is composed of a mix of exercises – including traditional, calisthenics, body weight exercises, interval training and strength training. You will benefit from the full-body, variety of exercises immediately!
The SHIFT Project is a Physical fitness & youth mentoring initiative created by IFBB PRO Bodybuilder and Certified Trainer Ken Jones - owner and operator of Level One Fitness. During the winter of 2013, Ken responded to the urgent need to provide alternative activities for the residents at Shamar Hope Haven Residential Treatment Center, and, has since, worked to develop a partnership with the Shamar Center and Unfamiliar Talent Youth & Family Services Inc., to build capacity for the SHIFT Project.

In addition to the health benefits, SHIFT provides a platform to help teenagers build social skills and character development, preparing youth to make a productive transition from teenager to responsible adulthood. SHIFT is an intensive physical fitness & mentoring project designed to benefit every participant and make a meaningful impact, regardless of the participant's personal limitations.

SHIFT meets with a cohort of 15 participants - age 14-18, twice per week - for one hour each session;
PARK HISTORY

This information comes from Houston Parks and Recreation Department files and is not intended to be a complete source for information on this park. We welcome you to do additional research.

The Founding of Emancipation Park

The end of the Civil War resulted in a dramatic reorganization of society throughout the former Confederacy, including new freedom for the slaves. President Lincoln had signed the Emancipation Proclamation and published it on January 1, 1863, but it did not reach Texas for two years. It wasn’t until General Granger proclaimed it in Galveston on June 19, 1865, that Texas got the news.

The anniversary of the day took on festive traditions and a new name: it came to be known as Juneteenth. Over the next few years, African-American populations across Texas collected money to buy property dedicated to Juneteenth celebrations. In Houston, the effort was led by the Reverend Jack Yates, a Baptist minister and former slave. His church, Antioch Baptist, and Trinity Methodist Episcopal Church formed the Colored People’s Festival and Emancipation Park Association. In 1872, they pooled $1,000 to put down on ten acres of open land as home for their Juneteenth celebration. In honor of their freedom, they named it Emancipation Park.

The Twentieth Century at Emancipation Park
Emancipation Park

Historic park dedicated to the end of slavery offers a pool, athletic fields & a large playground.

3018 Emancipation Ave, Houston, TX 77004
houstontx.gov
(713) 284-1911
Open now: 6AM–8PM
Claim this business
Suggest an edit
Add a label

Popular times
Wednesdays
LIVE
Busier than usual

Emancipation Park
Remembrance facility, site of freed men’s meeting
Community Service Organization

Walk With Us.

Hurricane Harvey Relief
Volunteer, Give, or Get Help

Learn More

MAKE A DIFFERENCE HERE
COMMUNITY OUTREACH

South Main and Midtown Houston have grown up together. We are part of where we are, and we respond to the needs of those with whom we share our neighborhood along Main Street. The following programs are hosted and/or sponsored here at South Main, led and supported by South Main members:

- Manna
- South Main International Learning Experience (SMILE)
- Sojourn House Apartment Ministry
- 5th Saturday Missions
LOCAL PARTNERS

We know we don’t have all the answers or all the experience to meet all of the needs in our community, so we actively partner with a number of local organizations and ministries that share our vision of quenching thirsts with Living Water. A portion of our mission budget, as well as volunteer efforts, helps support the following organizations and missions making an impact locally:

- Emergency Aid Coalition (EAC)
- Emergency Food Pantry at Houston Food Bank (EAC@HFB)
- S.E.A.R.C.H. Homeless Services
- House of Tiny Treasures (though S.E.A.R.C.H.)
- Amazing Place
- Recenter (formerly The Men’s Center)
- Interfaith Ministries of Greater Houston (IM)
- Union Baptist Association (UBA) in Houston
WE'RE RIGHT HERE.

South Main Baptist Church
4100 S Main St, Houston, TX 77002
(713) 529-4167

South Main Baptist Church
4100 Main Street
Houston, Texas 77002
(713) 529-4167
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.

FIND YOUR LOCAL PROGRAM

TWCA of Houston
6309 Martin Luther King, Jr. Blvd.
Houston, TX 77021
2.33 miles
713-868-9922
Website
Home Delivered Meals
Group Settings Meals

Diocese of Galveston-Houston
2403 Holcombe Boulevard
Houston, TX 77021
2.33 miles
713-741-8914

FIND MEALS  THE ISSUE  TAKE ACTION  VOLUNTEER  DONATE
Hi Daniela,

Attached is the listing of Meals on Wheels agencies that service according to zip codes.

The criteria to meet is as follow:

- Must be over 60 and homebound
- Not have a home care provider that cooks for the senior
- Not drive or very limited to driving
- Not working

If you have an individual who is under 60 please refer to the Department of Aging and Disabilities @ 713-692-1635.

Thank you,

Rosa Reyes
Customer Service
713-533-4970
<table>
<thead>
<tr>
<th>Harris County Zip Code</th>
<th>HOME DELIVERY Contractor Assigned To Zip Code</th>
<th>Contractor Telephone Number</th>
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<tbody>
<tr>
<td>77002</td>
<td>Young Women’s Christian Assoc.</td>
<td>(713) 868-9922</td>
</tr>
<tr>
<td>77003</td>
<td>Young Women’s Christian Assoc.</td>
<td>(713) 868-9922</td>
</tr>
<tr>
<td><strong>77004</strong></td>
<td>Young Women’s Christian Assoc.</td>
<td><strong>(713) 868-9922</strong></td>
</tr>
<tr>
<td>77005</td>
<td>E.R. Jewish Community Center</td>
<td>(713) 729-3200</td>
</tr>
<tr>
<td>77006</td>
<td>Interfaith Ministries/</td>
<td>(713) 533-4978</td>
</tr>
<tr>
<td></td>
<td>E.R. Jewish Community Center</td>
<td>(713) 729-3200</td>
</tr>
<tr>
<td>77007</td>
<td>Interfaith Ministries</td>
<td>(713) 533-4978</td>
</tr>
<tr>
<td>77008</td>
<td>Interfaith Ministries</td>
<td>(713) 533-4978</td>
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<tr>
<td>77009</td>
<td>Interfaith Ministries</td>
<td>(713) 533-4978</td>
</tr>
<tr>
<td>77011</td>
<td>Young Women’s Christian Assoc.</td>
<td>(713) 868-9922</td>
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<td>(281) 470-9897</td>
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## HCAA NUTRITION PROVIDER SERVICE DELIVERY AREA 2015 - 2016

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<th>Harris County Zip Code</th>
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<th>Contractor Telephone Number</th>
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<td>77587</td>
<td>City of South Houston</td>
<td>(713) 947-7700</td>
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<td>South Houston Community Center</td>
<td>City of South Houston</td>
<td>1018 Dallas South Houston 77587</td>
<td>(713) 947-7700</td>
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Documents/My Documents/Contractor Information/FY 2015/Zip Codes 2
We create real change

YWCA works every day to eliminate racism and empower women. Through advocacy and local programming, we create real change for women, families and communities. LEARN MORE
It takes you
Become part of the national movement for women, girls, and communities across the country

▶ DONATE
▶ TAKE ACTION
▶ HOW YOU CAN HELP
How You Can Help

Donate Now
Sponsorship Opportunities
Persimmon Club Membership
Association Wish List
Volunteer Connection
2018 Meals on Wheels Challenge
Meals on Wheels Volunteer
Read Success Stories

Donate
Act
Connect

2018 MEALS ON WHEELS CHALLENGE

Please consider spreading this challenge with friends, family, and coworkers.
Send them the following link: [http://www.ywcahouston.org/mealschallenge](http://www.ywcahouston.org/mealschallenge)

Donation Levels

<table>
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<th>Level</th>
<th>Range</th>
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<td>$1,363 and up</td>
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<td>9 months (188 Meals)</td>
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<td>$136 - $406</td>
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<tr>
<td>1 week (5 Meals)</td>
<td>$27 - $135</td>
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* required information

Donation

Donation Amount

Enter Donation Amount Here: 

Donor Information
COMMUNITY PARTNERS

THANK YOU TO OUR SUPPORTERS
The work we do would not be possible without the generous support of our partners, funders, donors, and supporters. We would like to say thank you to the corporations, organizations, and foundations that have supported us for the past 110 years. We look forward to you all joining us on our mission in the future.
JOIN YWCA OF HOUSTON ON A MISSION

We would like to invite you and your organization to become an annual sponsor. Your company name and logo will be included on all our events, publications, website, social media and electronic marketing platforms. We are asking you to invest in us and in turn we will invest in you. Having a partnership with the YWCA of Houston will allow you to increase your business exposure among a highly influential audience and make a difference in the lives of women and children. Join Our Mission Today!

To learn more about sponsorships and partnering with YWCA of Houston, contact our Development team at development@ywcahouston.org.
2018 Declared Disaster Areas
Counties Eligible under §11.9(d)(8) of the 2018 QAP

Readiness to Proceed in Disaster Impacted Counties

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August 23, 2017

The Honorable Rolando B. Pablos
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:

A proclamation declaring a state of disaster in the counties of Aransas, Austin, Bee, Calhoun, Chambers, Colorado, Brazoria, DeWitt, Fayette, Fort Bend, Galveston, Goliad, Gonzales, Harris, Jackson, Jefferson, Jim Wells, Karnes, Kleberg, Lavaca, Liberty, Live Oak, Matagorda, Nueces, Refugio, San Patricio, Victoria, Waller, Wharton, and Wilson, beginning August 23, 2017, due to the threat of imminent disaster posed by Tropical Depression Harvey.

The original proclamation is attached to this letter of transmittal.

Respectfully submitted,

[Signature]

Gregory S. Davidson
Executive Clerk to the Governor

GSD/gsd

Attachment
PROCLAMATION
BY THE
Governor of the State of Texas

TO ALL TO WHOM THESE PRESENTS SHALL COME:

I, GREG ABBOTT, Governor of the State of Texas, do hereby certify that Tropical Depression Harvey poses a threat of imminent disaster, including severe flooding, storm surge and damaging winds, in the counties of Aransas, Austin, Bee, Calhoun, Chambers, Colorado, Brazoria, DeWitt, Fayette, Fort Bend, Galveston, Goliad, Gonzales, Harris, Jackson, Jefferson, Jim Wells, Karnes, Kleberg, Lavaca, Liberty, Live Oak, Matagorda, Nueces, Refugio, San Patricio, Victoria, Waller, Wharton, and Wilson, beginning August 23, 2017.

THEREFORE, in accordance with the authority vested in me by Section 418.014 of the Texas Government Code, I do hereby declare a state of disaster in the previously listed counties based on the existence of such threat.

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 23rd day of August, 2017.

GREG ABBOTT
Governor

ATTESTED BY:

ROLANDO B. PABLOS
Secretary of State

FILED IN THE OFFICE OF THE SECRETARY OF STATE
AUG 23 2017
February 28, 2018

Texas Department of Housing and Community Affairs
P. O. Box 13941
Austin, Texas 78711-3941

RE: 2222 Cleburne Readiness to Proceed (TDHCA #18243)

To Whom it May Concern:

The Montrose Center conceived the project in 2015 to serve vulnerable seniors in a setting convenient to quality healthcare, services and transportation. The center has been working with local City officials, the developer, and the architect for more than two years on this project. An entity of the City of Houston, Midtown Redevelopment Authority, owns the land but The Montrose Center has held the option to purchase the land for about two years. As part of the option to purchase agreement, The Montrose Center was required to raise $2.5M from private sources as well as secure government and tax credit financing. To date The Montrose Center has $3M raised and or committed towards the project. $2.5M of that $3M is what is shown on the sources and uses. In addition, the Montrose Center has negotiated a tri-party agreement with the city and the LP to borrow $2.5M from the City thereby fulfilling two of the three purchase option requirements.

The 2222 Cleburne, LP has been formed (Attachment 1) and was a party to the Loan Agreement signed in 2015 (Attachment 2 abbreviated).

The site has been re-platted in advance of and in anticipation of the project closing. (Attachment 3)

The Montrose Center has been diligently working with Smith & Company Architects for three years and has refined the design a number of times. In fact, there have been eight (8) neighborhood meetings to share information and address concerns about the project and design. There have also been design coordination meetings Metro because a future light rail stop is planned for the western and northern edge of the property. The plans are actually almost permit ready and the most recent discussion was that they could be submitted to the City by June 1. See Attachment 4 for an architect prepared timeline.

The developer has engaged an experienced team with whom he has successfully executed senior LIHTC development locally, including Camden as the general contractor (see attachment 5), Brown & Gay as the civil engineer, SCA as the structural engineer, Hudson Housing Capital as the syndicator, Capital One as the interim and permanent lender, and Hettig Management as the property manager.

Market Studies, environmental studies, and feasibility studies have all been completed.

The last piece in the financial puzzle to move this project forward is the award of tax credits.

Below is a timeline of benchmarks achieved and a timetable for closing by October 31st based on our development team’s current experience in obtaining local multifamily building permits:
In 2015 the following was achieved:

- Developer engaged
- Site control acquired in Emancipation District near medical center
- Architect engaged
- Civil engineer engaged
- Community forum held for project hosted by Houston Mayor
- Design program drafted
- Design charrettes held with neighborhood and senior stakeholders
- Preliminary designs developed
- Preliminary designs circulated and refined based on stakeholder input
- Predevelopment loan approved and funded by LISC
- Market study obtained
- LP formed
- $2,500,000 loan awarded by City of Houston

In 2016 the following was achieved:

- Montrose Center launches capital campaign to match city funding commitment
- Commitment secured from Legacy Clinic for senior health clinic at site
- Site planning coordinated with METRO on adjacent future light rail
- Variances to site plan approved by METRO
- Variances to site plan approved by Houston City Planning Commission
- Site plan and replat approved by Houston City Planning Commission
- Site plan replat recorded with Harris County

In 2017 the following was achieved:

- General contractor engaged for design review and value engineering
- Utility commitments received for all public utilities
- Interim and permanent lender secured
- Investor secured
- Montrose Center reaches $2,500,000 fundraising goal

In 2018 the following was achieved:

- Structural, MEP & acoustical engineers engaged for construction documents
- Updated market study obtained
- Updated environmental report obtained

The following are scheduled to attain a closing by October 31st, with a 30-day contingency:

- April 2nd  Architectural backgrounds to engineering consultants
- May 31st  Construction documents completed and packaged for permitting
- June 1st  1st permit submittal
- June 1st  Construction documents submitted for lender & investor review
- June 8th  Capital One orders appraisal based on receipt of construction documents
- June 29th  City 1st submittal response
- July 6th Capital One receives appraisal
- July 13th 2nd permit submittal
- July 27th Owner, investor, lender & contractor teams mobilized for closing documents
- August 10th City 2nd submittal response
- August 10th Draft closing documents & construction contract to owner & developer
- August 17th Comments on draft documents to lender, investor & contractor
- August 24th 3rd permit submittal
- August 24th Revisions of documents to owner & developer
- August 31st Final negotiations on loan, revised lp & construction documents
- September 7th Permits approved
- September 7th Loan documents, LP & construction contract finalized
- September 14th Closing
- September 17th Notice to proceed issued to Camden
- October 1st Construction commencement

We hope the above and attached is sufficient evidence to convince you that this proposed development is not a new idea and it has momentum with the local neighborhood, City, Metro and the development team to get the project closed by October 31, 2018.
CERTIFICATE OF FORMATION
OF
2222 CLEBURNE LP

This Certificate of Formation is being filed to form a limited partnership (the "Partnership") pursuant to the provisions of the Texas Business Organizations Code and is effective when filed by the secretary of state.

ARTICLE ONE
Name and Type

The filing entity being formed is a limited partnership. The name of the Partnership is 2222 Cleburne LP, a Texas limited partnership.

ARTICLE TWO
Initial Registered Office and Agent

The street address of the initial registered office of the Partnership is 401 Branard Street, 2nd Floor, Houston, Texas 77006, and the name of the initial registered agent at such address is Ann J. Robison, PhD.

ARTICLE THREE
General Partner

The name of the general partner of the Partnership and its mailing address and street address are as follows:

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
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<tr>
<td>2222 Cleburne GP LLC</td>
<td>401 Branard Street, 2nd Floor</td>
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<td>Houston, Texas 77006</td>
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ARTICLE FOUR
Principal Office

The address of the principal office of the Partnership in the United States where records are to be kept and made available under Section 153.551 of the Texas Business Organization Code is 401 Branard Street, 2nd Floor, Houston, Texas 77006.
IN WITNESS WHEREOF, the undersigned being the sole general partner of the Partnership has duly executed this Certificate of Formation.

Date: 11/30/2015

2222 Cleburne GP LLC,
a Texas limited liability company

By: Montrose Counseling Center, Inc.,
a Texas nonprofit corporation,
its Managing Member

By: [Signature]
Name: Aaron Masterson
Title: President
Office of the Secretary of State

CERTIFICATE OF RESERVATION OF ENTITY NAME
OF

2222 Cleburne LP

The undersigned, as Secretary of State of Texas, hereby certifies that the above entity name has been reserved in this office pursuant to the provisions of Section 5.101 of the Texas Business Organizations Code for the exclusive use of

CYNTHIA S OLSEN
2500 Fannin St, Houston, TX 77002

for a period of one hundred twenty days after the date hereof.

This name reservation does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 09/16/2015

Carlos H. Cascos
Secretary of State

Come visit us on the internet at http://www.sos.state.tx.us/

Phone: (512) 463-5555
Fax: (512) 463-5709
Prepared by: Debbie Gustafson
TID: 10317
Dial: 7-1-1 for Relay Services
Document: 629266160002
LOAN AGREEMENT
(PERFORMANCE BASED)

2222 CLEBURNE PROJECT
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LOAN AGREEMENT  
(PERFORMANCE BASED)

The parties to this Loan Agreement (this "Agreement") are the CITY OF HOUSTON, TEXAS a home-rule city organized under the laws of the State of Texas ("City"), and MONTROSE COUNSELING CENTER, INC., a Texas nonprofit corporation ("Borrower") and joined in by 2222 CLEBURNE L.P, a Texas limited partnership ("Owner").

Unless the context otherwise requires, the capitalized words shall have the meanings ascribed to them in "Definitions" following the main text of this Agreement if they are not otherwise defined in the main body of this Agreement.

Borrower, Owner and City hereby agree as follows:

SECTION ONE  
BACKGROUND

A. Borrower has requested and this Agreement provides for a loan ("City Loan" or the "City’s Loan") to be made by the City to the Borrower in the principal amount of TWO MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS ($2,500,000.00) ("Loan Amount") which shall be evidenced by a note from Borrower payable to the order of the City ("Borrower Note").

B. The City Loan is a community development activity undertaken by the City and authorized under Chapter 373 or Chapter 374 of the Texas Local Government Code.

C. This Agreement is being funded with a portion of the proceeds of TIRZ (Tax Increment Reinvestment Zone) Affordable Housing Funds ("TIRZ Funds") appropriated by the City for various single family and multifamily affordable housing
D. The use of HIRZ Funds in this Project is an integral part of the acquisition and development of the Project and has been determined by the City to be necessary and appropriate to achieve the City’s community development objectives.

E. The City Loan is issued subject to the conditions and terms of this Agreement.

F. In the event that the Borrower shall fail to satisfy its obligations hereunder or if Owner fails to satisfy or if Borrower fails to cause Owner to satisfy the obligations designated to be performed by Owner hereunder, the Loan may become refundable under the circumstances herein described.

G. Intentionally Omitted.

H. Intentionally Omitted.

I. Borrower shall loan the proceeds of the City Loan to Owner under that certain loan agreement between Borrower and Owner dated as of the Effective Date of this Agreement (“Owner Loan Agreement”) which has been or will be approved by the Director, for a loan by Borrower to Owner (“Owner Loan”). and the Owner Loan Agreement shall include a provision whereby Owner assumes and agrees to perform all of the covenants, obligations, and requirements of Owner and the Loan set forth in this Agreement for the benefit of the City and to reconfirm its representations and warranties hereunder for the benefit of the City as a condition of the Loan and the Owner Loan. Borrower shall cause Owner to use and Owner shall use the proceeds of the Owner Loan to pay the costs to acquire the land, and/or hard costs to develop such land by constructing, one or more buildings and associated premises on such land located at
2222 Cleburne, Houston, Harris County, Texas ("Land") described in the Exhibits attached to this Agreement to house Low-Income Households in compliance with the affordability agreements set forth in this Agreement and in the Restrictive Covenants (collectively, the "Restrictive Covenants").

J. To secure the City Loan, Borrower will collaterally assign to the City the promissory note ("Collateral Note") made by Owner as maker to Borrower as lender, pursuant to the Owner Loan Agreement; and the liens and other security interests granted by Owner to secure the Collateral Note as set forth in the Owner Security Documents (collectively, "Borrower’s Security Interests"), pursuant to an endorsement by Borrower of the Collateral Note to the City and the execution by Borrower of the Collateral Assignment instrument in the form set forth in the Attachments to this Agreement (the "Collateral Assignment of Note and Liens"). The City shall have a subordinate security interest in all reserve accounts established by the Senior Lender or any other person providing Other Financing, and upon City’s request, Borrower and Owner will execute all necessary documentation to establish such security interest. In furtherance of the foregoing, Borrower and Owner shall execute and Borrower shall cause Owner to execute and deliver any instruments, documents and/or agreements necessary to create or perfect the security interests referenced hereunder.

K. This Agreement contains provisions for the Borrower to cause the Owner to and for the Owner to submit information to the Director on various aspects of the Project on the forms ("Monitoring Forms") from time to time provided by the Director; the current version of the Monitoring Forms are set forth in the Appendices to this Agreement.
1. BBVA Compass Bank, N.A., a national banking association, together with its successors and assigns under the Trust Indenture as defined below ("Bondholder Representative") has agreed to purchase certain Multifamily Housing Revenue Bonds (the "Bonds") issued by Houston Housing Finance Corporation ("Issuer"), pursuant to that certain Trust Indenture ("Trust Indenture") by and between the Senior Lender and the Bond Trustee therein named. The proceeds of the Bonds will be used by the Senior Lender to make a loan to Owner, and Owner has obtained firm commitments for the necessary equity contributions in the Project (collectively, the "Other Financings"). The City Loan and the Other Financings combine to at least the amount of the Preliminary Construction Budget ("Preliminary Construction Budget") approved by the Director and attached hereto as an Exhibit to this Agreement.

M. It is the City’s policy to ensure that Small Business Enterprises ("SBEs") have the full opportunity to compete for and participate in City-funded contracts ("SBE Policies"), and as otherwise provided for in public information available from the Director or the City. The objectives of the City’s SBE Policies, relating to City-wide Percentage Goals for contracting with SBEs (as codified in Chapter 15, Article V of the City’s Code of Ordinances) are hereby incorporated into this Agreement, as the same may be applicable to the construction of the Project from time to time. If or when there is an inability to reach the MBE/WBE Goal set forth below, Borrower shall cause Owner to require and Owner shall require its contractors to make good faith efforts to award subcontracts or supply agreements in at least four percent (4.0%) of the Loan Amount to SBEs ("SBE Goal"). The City’s SBE Policies do not require Owner or its contractors to in fact meet or exceed the SBE Goal, but it does require Owner and its contractors, to
objectively demonstrate that they have made good faith efforts to do so ("Good Faith Efforts") and that notwithstanding such efforts, they were unable to meet or exceed the determined participation levels by periodically submitting reports to the Director in the form and at the times prescribed by the Director and by otherwise complying with the City’s Good Faith Efforts procedures. The version of the SBE Policies in effect at the date of Closing of the City’s Loan shall supersede the requirements set forth in the Appendices and, prior to Closing, upon request of Borrower, the Director may consent to an amendment of the SBE Goal, provided that the requirements of the SBE Policies are satisfied.

N. It is the City’s policy to ensure that Minority Business Enterprises ("MBEs") and Women Business Enterprises ("WBEs") have the full opportunity to compete for and participate in City-funded contracts ("MBE/WBE Policies"), and as otherwise provided for in public information available from the Director or the City. The objectives of the City’s MBE/WBE Policies (as codified in Chapter 15, Article V of the City’s Code of Ordinances), relating to City-wide Percentage Goals for contracting with MBEs/WBEs are hereby incorporated into this Agreement, as the same may be applicable to the construction of the Project from time to time. Borrower shall cause Owner to require and Owner shall require its contractors to make good faith efforts to award subcontracts or supply agreements in at least twenty-two percent (22.0%) of the Loan Amount to MBEs and at least twelve percent (12.0%) of the Loan Amount to WBEs ("MBE/WBE Goal"). The City’s MBE/WBE Policies do not require Owner or its contractors to in fact meet or exceed the MBE/WBE Goal, but it does require them, to objectively demonstrate that they have made Good Faith Efforts to do so and that
notwithstanding such efforts, they were unable to meet or exceed the determined participation levels by periodically submitting reports to the Director in the form and at the times prescribed by City's designated Affirmative Action official and by otherwise complying with the City's Good Faith Efforts procedures. The version of the MBE/WBE Policies in effect at the date of Closing of the City's Loan shall supersede the requirements set forth in the Appendices and, prior to Closing, upon request of Borrower, the Director may consent to an amendment of the MBE/WBE Goal, provided that the requirements of the MBE/WBE Policies are satisfied.

O. The replacement reserve ("Replacement Reserve") shall be no less than $300.00 per unit annually. Any change to the Replacement Reserve shall be approved by the Director.

P. The property management fee ("Property Management Fee") is limited to no more than five percent (5%) of the Project's collected gross annual income.

Q. Borrower and Owner have submitted to the Director a signed Certificate regarding lobbying ("Lobbying Certificate") in the form set forth in the Appendices to this Agreement (or in the form in effect at the time the Lobbying Certificate was submitted to the Director).

R. Borrower and Owner shall and shall cause each Contractor, Prime Subcontractor, vendor, Subcontractor and supplier on the Project to comply with City's equal employment opportunity policies as set forth in Appendix 13.

S. In addition to the provisions of the main text of this Agreement, this Agreement consists of "Appendices", "Exhibits" and "Attachments", as follows
1. Appendices ("Appendices"), setting forth the specifics of requirements described in this Agreement or other City standard forms, policies and requirements, which specifics and forms may be modified by the City from time to time or which may change as a result of change in or to Applicable Law, relating to:

(a) the specific HOME Program requirements which the City designates to apply to the Loan pursuant to this Agreement, and the Appendices and Attachments hereto including, without limitation, those set forth in Appendix 1 and related statutory and regulatory requirements consisting part of the Applicable Law;

(b) insurance to be maintained by the Owner and also to be contained in the Approved Construction Contract and other Construction and Supply Contracts;

(c) Release and Indemnity provisions to be contained in the Approved Construction Contract and other Construction and Supply Contracts;

(d) Construction Contract Requirements including the bidding procedures (if applicable) for the Approved Construction Contract and other Construction and Supply Contracts;

(e) Survey requirements;

(f) Intentionally Omitted;

(g) the Lobbying Certificate;

(h) the Debarment Form;
for rehabilitation:

(j) the City's SBE Policies;
(k) the City's MWBE Policies;
(l) the City's equal employment opportunity policies;
(m) the Appraisal Requirements including sample Agreement for Appraisal Services.

2. Exhibits ("Exhibits"), setting forth:

(a) the metes and bounds or legal description of the Land;
(b) commitments or commitment letters evidencing "Other Financings"; and
(c) the Preliminary Construction Budget.

3. Attachments ("Attachments"), as per the list of Attachments on the Attachments title page, describing and setting forth the information and the various specific documents and contents of specific documents particular to the City's Loan to be provided by or on behalf of the Owner or Borrower, as conditions precedent to the Closing of the City's Loan or to be executed by Owner, Borrower, and/or the City at the Closing of the City's Loan.

SECTION TWO
REPRESENTATIONS AND WARRANTIES

Borrower hereby represents, warrants and agrees, and Owner represents and warrants to City and agree in favor of the City (each for and on behalf of itself) that the following representations and warranties shall be deemed to be continuing during the entire term of this Agreement, and for so long as the City shall have any commitment or
obligation to make any disbursements of the Loan Proceeds hereunder, and during the Affordability Period.

2.1 **Ownership of Land.** Owner holds or will hold on the Closing Date fee simple title in and to the Land and all improvements located in Houston, Harris County, Texas, being located at 2222 Cleburne, Houston, Texas, and more particularly described in the Exhibits, and shall provide the Director with a copy of the deed thereto. Owner shall promptly disclose to the Director if Owner acquired the Land from Borrower; or any director, officer, employee, partner, company or individual of, related to or affiliated with Borrower or Owner.

2.2 **Information Submitted True and Correct.** The information contained in or submitted in connection with Borrower’s application to the City for the City Loan, as amended by further information provided and disclosed to the City, is true and correct.

2.3 **Taxes and Assessments.** There are no delinquent taxes, assessments, or other impositions on the Land or Project, or if there are any delinquent taxes, assessments, or other impositions on the Land or Project, same will be paid prior to or simultaneously with Closing of the City Loan. The Land or Project has not been subject to any special (reduced) real estate appraisal, or abatement, exemption or deferral of ad valorem taxes (other than statutorily permitted challenges as to the amount) in the five (5) years preceding the Effective Date of this Agreement, unless Owner has an effective agreement providing that another party is liable for all liability, accruing prior to Owner’s acquisition of the Land or Project, for ad valorem taxes owing as a result of an change or revocation of such special (reduced) real estate appraisal, or abatement, exemption or deferral of ad valorem taxes.
2.4 **Financial Capacity.** The financial representations made by Borrower to City (and by Owner to Borrower or the City) concerning Borrower's and Owner's financial condition are true and correct and, upon the Closing of the City Loan, Borrower and Owner have the financial capacity to carry out their respective obligations under this Agreement and the Loan Documents as well as the Owner Loan Agreement and the Owner Security Documents. If any material negative change in either Borrower's or Owner's financial condition occurs, Borrower and Owner shall report such change to the City within five (5) business days.

2.5 **Authorization.** All action on the part of Borrower and Owner necessary to authorize the transactions contemplated by this Agreement has been taken, and upon execution of this Agreement, this Agreement shall constitute the binding and enforceable obligation of Borrower and Owner.

2.6 **Mechanics' and Materialmen's Liens.** As of the Closing Date, there are no existing or threatened mechanics' and materialmen's liens against the Project, and the Borrower and the Owner do not know of any reason such liens may be filed or threatened against the Project. As of the date of disbursement of Loan funds, no work will have been performed on or materials incorporated into the Project by Owner, Borrower or Owner's or Borrower's contractors or subcontractors that could result in the imposition of a lien against the Project. No work shall commence on the Project prior to the disbursement of Loan funds.

2.7 **Preliminary Construction Budget Contents.** The Preliminary Construction Budget specifies (a) a listing of all costs necessary to (i) acquire the Property, complete the Work on the Project and (ii) reach a 92% occupancy level, and (b) the sources of
funding which will be used to acquire the Property, complete the Work and reach 92% occupancy.

2.8 **Expertise.** Owner has engaged competent persons and firms for the purpose of constructing, leasing and managing the Project.

2.9 **Legal Existence.**

2.9.1 Borrower is a nonprofit corporation, duly created, validly existing and in good standing under the laws of the State of Texas.

2.9.2 Owner is a limited partnership duly created, validly existing and in good standing under the laws of the State of Texas.

2.10 **Access.** Access by vehicles to the Land for the full utilization of the Project for its intended purposes either (a) exists over paved roadways dedicated to the public and accepted by the appropriate Governmental Authority, or (b) the necessary rights-of-way for such roadways have been acquired by the appropriate Governmental Authority and all necessary steps have been taken by Borrower (or Owner, as the case may be) and/or such Governmental Authority to assure the construction and installation of such roadways.

2.11 **Use of Project.** During the Affordability Period, that portion of the Project specified in Section 6.6 hereof shall be used solely for the purpose of providing housing for Low-Income Families in accordance with Section 6.6 hereof, and for no other purpose.

2.12 **No Religious Affiliation.** Neither the Borrower nor the Owner is a religious organization and no portion of the proceeds of the Loan will be used to construct or acquire housing to be owned, operated or used by a religious organization.
2.1.3 **Compliance with Federal, State, and Local Laws and Regulations.** The Borrower shall and shall cause Owner to construct, lease and operate the Project in accordance with all Applicable Law including, without limitation, the Model Energy Code, the Americans with Disabilities Act of 1990 and the Architectural Barriers Act of 1968.

**SECTION THREE**

**CONDITIONS PRECEDENT FOR CLOSING THE CITY LOAN**

All of the conditions listed in this Section must be satisfied by the date of Closing of the City’s Loan and the satisfaction of each of such conditions shall be a condition precedent to Closing of the City Loan:

3.1 **Execution and Approval of Project Management Agreement.** The Owner and the Project Manager shall have executed the Project Management Agreement which shall have been approved by the Director. The Owner shall have collaterally assigned the Project Management Agreement to the City as additional security for the performance of the City Loan pursuant to an “Assignment of Project Manager’s Agreement” instrument in the form set forth in the Attachments.

3.2 **Execution and Approval of Property Management Agreement.** The Owner and the Property Manager shall have executed the Property Management Agreement which shall have been approved by the Director. The Owner shall have collaterally assigned the Property Management Agreement to the City as additional security for the performance of the City Loan pursuant to an “Assignment of Property Manager’s Agreement” instrument in the form set forth in the Attachments.

3.3 **Execution and Approval of Architect’s Contract.** The Owner and the Architect shall have executed the Architect’s Contract which shall have been approved by
the Director. The Owner shall have collaterally assigned the Architect’s Contract to the
City as additional security for the performance of the City Loan pursuant to an
“Assignment of Architect’s Contract, Plans, Specifications, and Consent” instrument in
the form set forth in the Attachments ("Assignment of Architect’s Contract, Plans,
Specifications, and Consent").

3.4 Approval of Plans, Specifications, and Drawings. The Director shall
have approved the scope of the Work, any site plans, floor plans, wall sections,
aristural, structural, civil, HVAC, mechanical, electrical, plumbing, and landscaping
plans, and any other applicable drawings (collectively, the "Approved Plans,
Specifications, and Drawings") required for the construction of the Project according to
the Approved Construction Contract. The Owner shall have collaterally assigned the
Approved Plans, Specifications, and Drawings to the City as additional security for the
performance of the City Loan pursuant to the Assignment of Architect’s Contract, Plans,
Specifications, and Consent.

3.5 Approval of Construction Schedule and Drawdown Schedule. The
Director shall have approved the construction schedule and drawdown schedule for the
Project (collectively referred to as the "Approved Construction Schedule"). The City’s
funding shall be subject to funding of all Other Financing (including, without limitation,
the Senior Loan) in the order specified in the Approved Construction Schedule.

3.6 Funding Commitments. The commitments for the Other Financings (debt
and equity) for the Project shall be in at least the amount required to acquire the Property,
complete construction of the Project and allow operation of the Project in accordance
with the Approved Final Construction Budget and the Approved Final Operating Budget,
according to the Approved Plans, Specifications, and Drawings and the Approved Construction Contract. Owner and Borrower shall disclose any changes in the commitments for Other Financings to the Project to the City as soon as practical, but in any event no later than five (5) business days after knowledge of such changes. The final commitments for the Other Financing must be approved by the Director as condition to Closing.

3.7 Approval of Financing Documents.

3.7.1 The Director shall have approved the documents evidencing the Other Financings, including those relating to the Senior Loan and any equity contributions, which approval shall not be unreasonably withheld.

3.7.2 The Director shall have approved the form of the Collateral Note, the Owner Loan Agreement and the Owner Security Documents, which approval shall not be unreasonably withheld.

3.8 Priority of City's Restrictive Covenants and Declaration of Subordination. The Restrictive Covenants, once recorded in the Official Public Records of Real Property of Harris County, Texas shall have priority over any and all liens proposed to evidence or secure the Owner Loan, the Senior Loan, and any Other Financings. The Owner and Senior Lender (and/or any other lender providing any Other Financing to Owner or Borrower) shall have executed and filed for record in the Official Public Records of Real Property, Harris County, Texas, on the Closing Date, a Declaration of Subordination ("Declaration of Subordination"), in the form set forth in the Attachments, to evidence the priority of the Restrictive Covenants.
3.9 **Intercreditor Agreement.** Any lenders under any Other Financings shall have executed an intercreditor agreement (the "Intercreditor Agreement") in the form set forth in the Attachments with such changes as may be reasonably approved by the City Attorney.

3.10 **Final Budgets.**

3.10.1 **Approved Final Operating Budget.** The Director shall have approved a detailed operating budget ("Approved Final Operating Budget") for the Project; the Approved Final Operating Budget shall include a cash flow projection of all Project related income, expenses, debt service on all debt encumbering the Project, reserves for replacements of capital items, and any other costs associated with the operation of the Project for the period commencing with the initial leasing of the units within the Project, and on an annual basis thereafter through the entire Affordability Period in a form as the Director may require. The Owner shall have provided to the Director a rent roll specifying the unit type (e.g., 1 bedroom/1 bath, 2 bedroom/2 bath), the square footage of the units, and projected monthly rental rate.

3.10.2 **Approved Final Construction Budget.** The Director shall have approved a detailed construction budget ("Approved Final Construction Budget") for the Project which shall not vary from the Preliminary Construction Budget without the consent of Director which shall not be unreasonably withheld, conditioned or delayed. The Approved Final Construction Budget shall include all of the costs necessary to complete construction of the Project per the Approved Plans, Specifications, and Drawings and Construction Contract, and shall be in sufficient detail to permit the City to effectively and adequately monitor the use of the Loan.
Proceeds for the payment of costs pursuant to the Construction Schedule and to ensure that Loan Proceeds are expended only for eligible costs. Subsequent to the Closing, the Director must approve in writing any changes to the Approved Final Construction Budget. The City shall have the right to engage appropriate qualified persons to verify the construction budget submitted to the Director for approval under this Section and to report to the Director on the adequacy and reasonableness of the amounts set forth in such budget to complete the Work according to the Plans, Specifications and Drawings.

3.11 Construction Contract and Related Matters.

3.11.1 Approved Construction Contract. Owner and Contractor shall have executed the Construction Contract to be approved by the Director ("Approved Construction Contract"). The Owner shall have collaterally assigned the Approved Construction Contract to the City as additional security for the performance of Owner’s obligations under the City Loan pursuant to an “Assignment of Construction Contract” instrument in the form set forth in the Attachments with such modifications as may reasonably be approved by the City Attorney ("Assignment of Construction Contract"). In addition, Contractor and Prime Subcontractor shall have executed the Construction Prime Subcontract to be approved by the Director ("Approved Construction Prime Subcontract"). The Owner shall have collaterally assigned the Approved Construction Prime Subcontract to the City as additional security for the performance of Owner’s obligations under the City Loan pursuant to an “Assignment of Construction Prime Subcontract” instrument in the
form set forth in the Attachments with such modifications as may reasonably be approved by the City Attorney ("Assignment of Construction Prime Subcontract").

3.11.2 Bonds. The City will be furnished with (a) a performance bond, with dual obligee rider naming the City as an additional beneficiary, for the full amount of the construction or rehabilitation price ("Performance Bond"); (b) a maintenance bond to secure the Defects Warranty ("Maintenance Bond"); and (c) a statutory payment bond ("Payment Bond"). The surety upon any required bond must be on the current list, published by the United States Treasury Department, of acceptable sureties for federal bonds. The form of the Performance Bond, Maintenance Bond, and Payment Bond shall be as set forth in the Attachments or in other forms approved by the City Attorney. The Maintenance Bond shall provide that the Owner shall obtain all manufacturers’ and suppliers’ written guarantees, warranties and operating instructions covering materials and equipment furnished under the Approved Construction Contract together with any documentation required for validation of such guarantees and warranties.

3.11.3 Letter of Credit In Lieu of Bonds. Intentionally Omitted

3.11.4 Defects Warranty. Owner shall expressly and unconditionally agree to warrant and guarantee ("Defects Warranty") for a period of one (1) year any and all work performed or materials supplied to be free of defects, omissions, unsoundness or flaws, by executing the Maintenance Bond in the form set forth in the Attachments or in other form approved by the City Attorney. The one (1) year period shall commence on the date of issuance of the Certificate of Occupancy. The Defects Warranty shall include any condition which may impair or tend to impair
the safe and normal use, functioning or enjoyment of the Project and which results in any manner from any and all labor and/or materials used or supplied under the Approved Construction Contract and/or the Approved Construction Prime Subcontract whether or not the materials or equipment are guaranteed by the manufacturer or supplier. The Defects Warranty shall not be construed to limit or in any way modify any warranties or guarantees placed upon any materials, appliances, fixtures or devices by their manufacturers, or any components for which a longer period of warranty is required in the Approved Construction Contract.

3.12 **Lobbying.** On or before the Closing of the City’s Loan, Borrower, Owner, and Contractor shall each submit to the Director a signed Certificate regarding lobbying in the form set forth in the Attachments (or in the form in effect at the time the Certificate is required to be submitted to the Director).

3.13 **Appraisal.** The Borrower or Owner shall obtain an appraisal of the value of the fee interest in the Property which shall include the value of the housing tax credits, acceptable to the Director and which shall comply with the Appraisal Requirements ("Appraisal Requirements") in the Appendices. The appraisal or if the appraisal is less than a year old, an update thereof shall be dated no earlier than 60 days prior to the Closing Date for the Property at issue, shall be subject to the approval of the Director, and shall be prepared by a qualified appraiser approved by the City.

3.14 **Survey.** Borrower or Owner shall have supplied to the Director, and the Director shall have approved a current survey ("Survey") of the Land complying with the Survey Requirements ("Survey Requirements") in the Appendices.
3.15 Title Commitments; Insured Closing Service Letters.

3.15.1 City’s Owner’s Title Policy. In order to secure the City’s interest in the Restrictive Covenants, a title company approved by the City Attorney (“Title Company”) has issued, in substance approved by the City Attorney, a Commitment to issue to the City an Owner’s Policy of Title Insurance (“City’s Owner’s Title Policy”) naming the City as insured, which will provide in Schedule A that the estate or interest that is to be insured under the Owner’s Policy is “the Rights and Privileges created by the Restrictive Covenants dated ___, 201_ and recorded under ___ County Clerk’s File No. _______” with the only Schedule B Exceptions which will be allowed to be shown in this Owner’s Policy being those exceptions approved by the Director.

3.15.2 The Title Company shall issue at Borrower’s expense, in substance approved by the Director, a Commitment to issue to the City a Loan Policy of Title Insurance naming the City as Insured, insuring the second lien priority of the liens securing the City’s Loan, subject only to:

1. the Senior Loan,
2. the City’s Restrictive Covenants; and
3. Schedule B Exceptions approved by the Director, in his or her sole discretion.

3.15.3 Deletion of the Arbitration Provisions. The arbitration provisions of the Loan Policy and the Owner’s Policy shall be endorsed as deleted.

3.15.4 Insured Closing Service Letter. The Title Insurer (as defined in Section 4.4) shall have issued the City an “insured closing service letter”
relating to the Closing of the City’s Loan and such insured closing service letter shall be in effect as of the time of the Closing of the City’s Loan.

3.16 **Environmental**

3.16.1 **Director’s Approval.** The Director shall have approved a “Phase 1” (and “Phase 2,” if the Director has required) environmental site assessment performed by a qualified environmental services firm, furnished to the Director by the Borrower or the Owner, at the Borrower’s or Owner’s expense, prepared in compliance with standards adopted and promulgated by the American Society of Testing and Materials (ASTM), accompanied by a reliance letter for the benefit of the City submitted by the issuer of such environmental site assessment.

3.16.2 **Environmental Indemnity Agreement.** Borrower and Owner shall have executed and delivered to the City an “Environmental Indemnity Agreement” in favor of the City (the “Environmental Indemnity Agreement”) in the form set forth in the Attachments.

3.17 **Property Condition Assessment.** Intentionally Omitted.

3.18 **Relocation.** Intentionally Omitted.

**SECTION FOUR**

**CLOSING**

In addition to all of the conditions listed in Section Three being satisfied as conditions precedent to Closing of the City Loan, the City shall not be obligated to close the City Loan unless the following requirements are satisfied:

4.1 **Delivery and Execution of Documents.** Borrower and Owner, as the case may be, must, concurrently with Closing of the City’s Loan, execute, or cause to be
executed as applicable, and deliver to the City the following documents, together with any other documents, certificates, affidavits and policies required hereunder or under any of the Appendices hereto or otherwise reasonably required by the City:

1. the City’s Restrictive Covenants;
2. the City’s Note;
3. the Collateral Note, endorsed to the City of Houston;
4. the Collateral Assignment;
5. the Guaranty;
6. the Assignment of Construction Contract;
7. the Assignment of Construction Prime Subcontract;
8. the Assignment of Architect’s Contract, Plans, Specifications, and Consent;
9. the Assignment of Project Management Agreement;
10. the Assignment of Property Management Agreement;
11. this Agreement;
12. the Environmental Indemnity Agreement;
13. the Declaration of Subordination;
14. the Intercreditor Agreement;
15. the Owner Loan Agreement;
16. the Deed of Trust securing performance of the Owner’s obligations under the Owner Loan Agreement;
17. the Financing Statements;
18. the (i) Payment Bond, (ii) Performance Bond, and (iii) Maintenance Bond in the amount of the Loan;
19. the City’s Owner’s Title Policy and Loan Title Policy or Commitments to issue the same, dated as of the Closing Date, in conformity with the requirements of this Agreement;
20. a copy of the fully executed Approved Construction Contract;
21. a copy of the fully executed Approved Construction Prime Subcontract;
22. a copy of the fully executed Approved Project Management Agreement;
23. a copy of the fully executed Architect's Contract;
24. a copy of the Property Management Agreement;
25. certificates or policies of the Owner's insurance required by this Agreement or by the Deed of Trust, including flood insurance;
26. resolutions of Borrower authorizing the Loan or other evidence satisfactory to the Director that Borrower has authority to enter into the transactions contemplated by this Agreement in a form acceptable to the City Attorney ("Borrower's Resolutions");
27. a legal opinion of Borrower's counsel in a form acceptable to the City Attorney ("Borrower's Counsel's Opinion");
28. an Owner's affidavit, on the form required by the Director stating that as of Closing no commissions, fees or other payments of any kind have been made to Borrower, any general or limited partner of Borrower, or employee of Borrower, or any company or individual related to or affiliated with Borrower or any general or limited partner of Owner, or employee of Owner, except as may be allowed under this Agreement ("Owner's Commission's Affidavit");
29. the Owner's Affirmative Fair Housing Marketing Plan, on form HUD-935.2A (most recent edition) or on other form(s) prescribed by HUD or the Director;
30. the Tenant Selection Policy as described in Section 6.11.1;
31. copies of the resolutions of Owner authorizing the Owner Loan and the Owner's ability to own and operate the Land and the Project and perform its obligations under all of the documents evidencing, guaranteeing, securing or otherwise pertaining to the Owner Loan in a form acceptable to the City Attorney ("Owner's Resolutions");
32. a copy of the fully executed documents evidencing, guaranteeing, securing or otherwise pertaining to the Senior Loan;
33. a copy of the fully executed documents evidencing, guaranteeing, securing or otherwise pertaining to any of the Other Financings; and

34. copies of all construction building permits.

4.2 **Waiver of Conditions; Additional Conditions.** The Director may by written instrument waive any of the conditions or requirements set forth in this Agreement as a condition precedent to or a requirement of Closing of the City's Loan, provided that waiver of any condition or requirement shall not operate as a waiver of the City's right to enforce any other condition or requirement set forth in this Agreement. The Director may impose additional conditions to, or requirements of, Closing of the City Loan as are necessary under the circumstances or are otherwise customary in connection with acquisition or multifamily construction financing for low income housing.

4.3 **Escrow at Title Company.** All or any part of the sums to be funded by the City pursuant to this Agreement may be disbursed to the Title Company to be held in escrow for subsequent disbursement to Borrower and other authorized payees or for return to the City pursuant to the terms and conditions of this Agreement. Upon receipt of a payment or disbursement request from the City's Housing and Community Development Department, the Controller of the City is authorized to issue a check or warrant made payable to the order of the Title Company to fund the obligations of the City under this Agreement.

4.4 **Closing of City's Loan At Title Company.** The Closing of the City's Loan shall occur at the Title Company provided, however, the Closing of the City's Loan transaction shall occur at and be performed by the direct operations, or a fully owned subsidiary title agent, of a nationally recognized title insurance carrier ("Title Insurer").
In no event will a “fee attorney” or escrow officer who is not a full time employee of the Title Company or Title Insurer close the City’s Loan.

4.5 *Time is of the Essence.* Notwithstanding anything to the contrary, at the Director’s discretion, if the Closing does not occur within twelve (12) months from the Effective Date of this Agreement, the terms and conditions of this Agreement shall be null and void, unless the time period is extended by the Director in accordance with the provisions of this Agreement.

**SECTION FIVE**

**CITY AND FEDERAL FUNDING LIMITATIONS**

5.1 *Dependency Upon TIRZ Funding.* Borrower understands that the availability of the City’s Loan proceeds is dependent upon TIRZ funding. Unless and until the City receives adequate TIRZ Funds, the City shall have no obligation to make the Loan under this Agreement and shall have no liability to Borrower for any damages Borrower may incur as a result of such failure to fund or any cessation in funding. In the event that the funds received by the City from the proceeds of the TIRZ Funds are insufficient to meet the City’s commitments, the Director may reallocate all or a portion of the TIRZ Funds that are budgeted for this Agreement, without liability to Borrower or Owner.

5.2 *Original Allocation.* In order to comply with Article II, Sections 19 and 19a of the City’s Charter and Article XI, Section 5 of the Texas Constitution, the City has (in addition to prior appropriations and allocations) appropriated and allocated the Loan Amount to be used, in part or in whole, to discharge its duties, if any, to provide money under this Agreement.
5.3 **City Council Approval Required.** This Agreement is subject to the
approval of the City Council of the City of Houston.

5.4 **Environmental Clearance and Release of Funds.** Notwithstanding any
provision of this Agreement, the parties hereto agree and acknowledge that this
Agreement does not constitute the City's commitment of funds or site approval, and that
such commitment of funds and site approval may occur only upon satisfactory
completion of environmental review. The parties further agree that any disbursement of
City funds to the Borrower or the Owner in connection with the Project is conditioned on
the City's reserved right to proceed with, modify, or cancel the City's Loan based on the
results of a subsequent environmental review of the Land and the improvements thereon.

**SECTION SIX**

**COVENANTS OF BORROWER AND OWNER**

Borrower and Owner agree as follows:

6.1 **Use of Proceeds; Order of Funding and Disbursement; Reimbursement**

of Funds.

6.1.1 **Use of Proceeds.** Borrower shall cause Owner to and
Owner shall use the proceeds of the Owner Loan and the Senior Loan only for items
included in the Approved Final Construction Budget and in accordance with the
specific HOME Program regulations incorporated into this Agreement or any of the
Appendices or Attachments hereto as part of the Loan requirements (including,
without limitation, those set forth in Appendix 1) and other applicable requirements
and regulations of the City and the City’s Housing and Community Development
Department. While the Project includes a clinic, no portion of the Loan Proceeds may
good and workmanlike manner and in strict accordance with the Approved Plans, Specifications and Drawings, the Approved Construction Schedule, and the Approved Construction Contract. Borrower will cause Owner to, and Owner shall engage competent persons and firms for the purpose of constructing, leasing and managing the Project.

6.2.3 **Compliance with Approved Construction Contract and Approved Project Management Agreement.** Borrower shall cause Owner to, and Owner shall fully and timely perform Owner’s obligations under the Approved Construction Contract, the Approved Construction Prime Subcontract and the Approved Project Management Agreement which shall be subject to funding of the Loan by the City unless such failure to fund is due to a Default hereunder.

6.2.4 **Written Agreements With Subcontractors.** Borrower shall cause Owner to and Owner shall cause Contractor to enter into written agreements with each Subcontractor who does work on the Project. These subcontracts, upon request by the Director, shall be subject to review and approval by the Director.

6.2.5 **Construction and Supply Contract Requirements.** The Approved Construction Contract, the Approved Prime Construction Subcontract and any other written agreements with contractors and subcontractors (collectively, for “Construction and Supply Contracts”) shall contain the requirements set forth in the Appendices attached hereto under the title “Construction and Supply Contract Requirements” (collectively, the “Construction and Supply Contract Requirements”). If the Owner acts as the “contractor” of the Work, Owner shall comply with the Construction and Supply Contract Requirements.
6.2.6 **Owner's Insurance Requirements.** Throughout the Approved Construction Period, Borrower shall cause Owner to, and Owner shall maintain insurance with waivers of subrogation against the City, its predecessors, successors, assigns, legal representatives, and its former, present and future agents, employees and officers (the foregoing are collectively referred to herein as "City") and, except with respect to workmen's compensation, shall name the City as an additional insured party. The amounts, types, and other specifications of such insurance are described in the "Insurance Requirements" pages of the Appendices. Although the Appendices contain the Owner's Insurance Requirements as of the Effective Date of this Agreement, the version of Insurance Requirements in effect for the City's General Conditions of Construction Contract at the date of Closing of the City's Loan shall supersede the requirements set forth in the Appendices.

6.3 **Debarment.** Throughout the Approved Construction Period, Borrower shall cause Owner to, and Owner shall not employ any contractor or subcontractor who is disbarred or suspended under the City's Housing Improvement Program or who is disbarred, suspended or ineligible under any federal, state or local public funding program. The Debarment form included in the Appendices (or the Debarment form in effect at the time the form is required to be submitted to the Director) shall be furnished to the Director on or before the Closing of the City's Loan.

6.4 **Inspections; Corrective Action.**

6.4.1 During construction, the Work shall be subject to inspection by the City, or by its third party inspectors, or by inspectors acceptable to the City which at City's option, may include the Senior Lender's inspectors
(collectively, "Approved Inspectors"). If the Senior Lender's inspectors issue a reliance letter, in form and substance acceptable to the City, which allows the City to rely on their inspection reports, the City agrees not to utilize other third party inspectors but retains the right for the City to directly inspect the Work. Until Project Completion, in connection with every requested draw on the City Loan, Borrower shall cause the Owner to, and Owner shall provide the Director, at Owner's expense, with an inspection report from the Approved Inspectors.

6.4.2 Borrower agrees to promptly cause Owner to, and Owner shall prompt make any corrections or modifications to the Work as requested by the Director to cause the Work to comply with the terms of this Agreement, the inspection reports from the Approved Inspectors, the Approved Plans and Drawings, the Construction Schedule, and any applicable HUD requirements which have been incorporated herein by the City.

6.4.3 After the Certificate of Occupancy is used and during the entirety of the Affordability Period, the City shall have the right to have and Borrower shall cause Owner to allow and Owner shall allow the City to have the Project inspected by City inspectors or third party inspectors chosen by the City to ensure compliance with Applicable Law, this Agreement, the Restrictive Covenants and the other Loan Documents. If allowed by Applicable Law, Owner shall pay the cost of such third party inspections and shall reimburse the City the amount of such costs promptly following presentation by the City of an invoice for such costs.

6.4.4 With respect to all of the City's inspection rights herein granted (1) the City, and its authorized agents and independent contractors, and others
acting on its behalf, shall have access to the Project at reasonable times for purpose of inspections: (2) each lease of a unit within the Project shall include a clause that permits the City's Approved Inspectors access to inspect units at reasonable times (except in an emergency, when inspection shall be allowed at any time); and (3) the City shall not incur any liability to Borrower, Owner or tenants under unit leases as a result of such inspections. The City does not guarantee the Work of the Contractor, Prime Subcontractor or any Subcontractor and the City shall not be liable in the event of the Contractor's or any Subcontractors' default, or for any damages caused by the Contractor, any Subcontractors, or their employees or agents.

6.4.5 Borrower shall provide the Director with copies of any and all reports (of any nature) provided to or prepared by (or for) the Senior Lender which reports shall specifically state that the City is entitled to rely on such reports.

6.5 Effective Project Control. Intentionally Omitted

6.6 Designated Units; Compliance With Affordability Requirements.

6.6.1 The number of Designated Units for the Project covered by this Agreement shall consist of one hundred twelve (112) units, being one hundred percent (100.0%) of the one hundred twelve (112) total residential units in the Project.

6.6.2 The number of Designated Units rented or available for rent to Low-Income Households shall be one hundred twelve (112) units (100% of the Designated Units).

6.6.3 With respect to the Designated Units, Owner shall comply with the following rent requirements, determined in accordance with the formulas set
forth in 24 CFR Sec. 92.252(a) and (b), the affordability requirements contained in 24 CFR Part 92 and the Restrictive Covenants (collectively, the “Affordability Requirements”): 

   a. **High HOME Rents.** Designated Units rented or available for rent to Low-Income Households shall have a maximum rent that is the lesser of the following: 

      (1) the fair market rent for existing housing for comparable units in the area as established by HUD under 24 CFR Sec. 888.111; or 

      (2) a rent that does not exceed thirty percent (30%) of the adjusted income of a household whose annual income equals sixty-five percent (65%) of the median income for the area, as determined by HUD, with adjustments for the number of bedrooms in the Designated Unit. 

6.6.4 The location of the Designated Units may “float” within the Project. Not later than 90 days prior to the initiation of rental activities at the Project, Borrower shall cause Owner to and Owner shall contact the Director to establish a procedure for identifying the initial Designated Units to be occupied by qualified tenants and a procedure for identifying the floating Designated Units on a periodic basis thereafter, all in compliance with applicable HUD regulations specifically referenced herein and directives relating thereto. Floating Designated Units shall conform with the requirements of this Section, the Restrictive Covenants and the requirements set forth at 24 CFR Sec. 92.252 so that during the Affordability Period, the total number of Designated Units remains the same, and each substituted Unit is comparable in terms of size, features and number of bedrooms to the originally designated assisted Unit. 

6.6.5 The Borrower shall cause Owner to and the Owner shall comply with the requirement of 24 CFR Sec. 92.252(i). If the income of the tenant household occupying a Designated Unit increases above the threshold eligible Area
Median income level as provided for in this Agreement and in the Restrictive Covenants, then the next available non-Designated Unit at the Project must be set aside for an eligible household, and that new unit than shall be a Designated Unit.

6.6.6 The Designated Units shall meet Affordability Requirements without regard to the term of any mortgage or the transfer of ownership, pursuant to deed restrictions, covenants running with the land, or other mechanisms approved by the City, for not less than the Affordability Period.

6.7 Annual Reevaluation of Rents. For purposes of monitoring compliance with the Affordability Requirements, Borrower shall cause Owner to, and Owner shall, prior to the occupancy of any tenant in a Designated Unit and thereafter annually, submit to the Director, for his approval, the rents proposed to be charged by Owner for the coming year for Designated Units and the monthly allowances proposed by Owner for the coming year for utilities and services to be paid by the tenant. In connection with Owner's annual submission of proposed rents, Borrower shall cause Owner to, and Owner shall reexamine the income of each tenant household living in a Designated Unit. Borrower shall cause Owner to, and Owner shall calculate the maximum monthly rent in accordance with the Affordability Requirements, and such maximum monthly rent shall be reviewed and approved by the Director prior to the date that such rent becomes effective ("Approved Rents"). Any increase in the Approved Rents for Designated Units is subject to the provisions of the leases, in any event, and Borrower shall cause Owner to, and Owner shall provide tenants not less than thirty (30) days prior written notice before implementing any increase in Approved Rents.
6.8 **Compliance With Property Standards.** Borrower shall cause Owner to, and Owner shall, throughout the Affordability Period, maintain the Project in good condition and repair, ordinary wear and tear excepted, in accordance with the Federal Housing Quality Standards under 24 CFR Sec. 982.401 and the City Housing and Community Development Department's Minimum Property Standards as the same are revised from time to time. Owner shall make necessary repairs to conform the Project with the City's Minimum Property Standards in a reasonable period of time; provided, however, any repairs to correct a dangerous condition or imminent hazard shall be commenced immediately upon notice of such dangerous condition or imminent hazard and prosecuted diligently to completion.

6.9 **Tenant Lease Requirements.** The Borrower shall and shall cause Owner to enter into a lease agreement (in the form approved by the Director) with each tenant of a Designated Unit. The term of each lease of a Designated Unit shall not be less than one year unless the Owner and the tenant mutually agree otherwise. No lease of any Designated Unit may contain any of the following provisions:

a. An agreement by the tenant to be sued, to admit guilt or to a judgment in favor of the Owner in a lawsuit brought in connection with the lease;

b. An agreement by the tenant that the Owner may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This provision does not apply to an agreement by the tenant concerning disposition of personal property remaining in a housing unit in the Project after the tenant has moved out of a unit. The Owner may dispose of this personal property in accordance with applicable state law;

c. An agreement by the tenant not to hold the Owner or the Owner's agents legally responsible for any action or failure to act, whether intentional or negligent;

d. An agreement of the tenant that the Owner may institute a lawsuit without
notice to the tenant:

e. An agreement by tenant that the Owner may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or prior to a court decision regarding the rights of the parties;

f. An agreement by the tenant to waive any right to a trial by jury;

g. An agreement by the tenant to waive the tenant’s right to appeal, or to otherwise challenge in court, a court decision in connection with the lease; or

h. An agreement by the tenant to pay attorney’s fees or other legal costs even if the tenant wins in a court proceeding by the Owner against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.

6.10 Limitations on Termination of Leases. Borrower shall cause Owner to not, and Owner shall not terminate any tenancy or refuse to renew the lease of any tenant in any Designated Unit except for one of the following reasons: (a) serious or repeated violation of the terms and conditions of the lease; (b) violation of applicable federal, state or local law; or (c) other good cause. In the case of any termination or refusal to renew, Borrower shall and shall cause Owner to provide the affected tenant with not less than thirty (30) days’ prior written notice specifying the grounds for such termination or refusal to renew.

6.11 Tenant Selection Policies; Marketing.

6.11.1 With respect to the Designated Units, Borrower shall cause Owner, and Owner shall adopt written tenant selection policies and criteria (“Tenant Selection Policy”) that: (a) give reasonable consideration to the housing needs of families that would have a preference under 24 CFR §960.211 (federal selection preferences for admission to public housing); and (b) provide for: (1) the
selection of tenants from a written waiting list in the chronological order of the application, insofar as is practicable; and (2) the prompt written notification to any rejected applicant of the grounds for any rejection. The Borrower shall and shall cause Owner to submit its written tenant selection policy to the Director for approval prior to completion of the Project and such policy must be approved by the Director prior to completion of the Project.

6.11.2 Borrower shall cause Owner to, and Owner shall comply with the Affirmative Fair Housing Marketing plan compliance regulations (24 CFR Sec. 108.15) in effect during the Affordability Period.

6.11.3 Borrower shall cause Owner not to, and Owner shall not refuse to lease a Designated Unit to a certificate or voucher holder under 24 CFR Part 982 Section 8 Tenant-Based Assistance: Unified Rule for Tenant Based Assistance under the Section 8 Rental Program Certificate Program and the Section 8 Rental Voucher Program or to the holder of a comparable document evidencing participation in a HOME tenant-based rental assistance program because of the status of the prospective tenant as a holder of such certificate, rental voucher, or comparable HOME tenant-based assistance document (unless such rental is in conflict with other applicable federal requirements).

6.12 Use of Project. During the Affordability Period, Borrower shall cause Owner to, and Owner covenants and agrees that the Designated Units shall be used solely for the purpose of providing housing for Low-Income Households in accordance with the provisions of this Agreement, and for no other purpose. In particular, there shall be no religious or membership criteria for tenants of the Project.
6.13 Maintenance of Records; Financial and Operating Reports; Monitoring

The Borrower shall and shall cause Owner to maintain such records and make such reports as may from time to time be reasonably requested by the Director to document compliance with the requirements of this Agreement. With respect to the Designated Units, the Borrower shall or shall cause Owner to submit annual reports to the City concerning tenant income eligibility, status and certification, rents owed and collected, and the Owner’s affirmative marketing efforts. The data required and reporting forms will be specified by the Director. All reports, records, information and data prepared or collected in connection with the Designated Units are confidential, and the Borrower agrees and shall cause Owner to agree not to disclose the same to any person (other than the Owner’s employees and agents, the City, and anyone else to whom disclosure is required by applicable law) without the prior written approval of the Director.

6.13.1 Borrower shall cause Owner to, and Owner shall provide to the Director: (a) annual calendar year-end property operating statements not later than 45 days after the end of the calendar year; (b) current rent rolls (or occupancy reports) not later than the 10th day following the end of each calendar year (or upon a more frequent basis if requested by the Director) which contain at a minimum the following information (or other information as the Director may from time to time require) which correctly reflects for each Designated Unit: the unit number, the number of bedrooms, the tenant name, the effective lease date, the monthly rent and the unit status (i.e., Low-Income, Very Low-Income); and (c) an annual audited financial statement for Owner within 120 days following the close of Owner’s fiscal year.
Notwithstanding anything to the contrary, if Director requires. Borrower shall cause Owner to, and Owner shall provide such reports at more frequent intervals.

6.13.2 Borrower shall cause Owner to, and Owner shall accurately complete and provide the Director the Monitoring Forms or other forms from time to time established for use by the Director for monitoring purposes of the Loan Proceeds or to document Borrower’s or Owner’s compliance with the requirements of this Agreement.

6.13.3 The City shall have ownership of all information, including reports and data, prepared or assembled by Borrower or Owner for purposes of meeting the contractual requirements under this Agreement.

6.13.4 Borrower and Owner shall upon the request of the Director, make available to the City at the location of the Project (or at another location in Houston, Texas) all records, reports and other information and data maintained by Borrower or Owner relating to the Project, and shall cooperate with the City in connection with the City’s review of such records and monitoring of the Project.

6.13.5 Borrower and Owner shall maintain all records and other information relating to the Project for a period of not less than five (5) years following the expiration of the Affordability Period, or as otherwise provided at 24 CFR Sec. 92.508(c).

6.14 Notice of Claims or Suits. Borrower shall cause Owner to, and Owner shall give the Director prompt written notice of any actions, suits, or other proceedings filed or any claims made against the Project, Borrower, Owner, or any other persons
involved in the implementation or administration of the transactions contemplated by this Agreement.

6.15 Transactions with Affiliates. Except as otherwise provided in this Agreement and/or in any of the other Loan Documents, during the term of this Agreement or any of the Loan Documents, neither Borrower nor Owner shall enter into any transaction in connection with this Agreement with any director, officer, employee, partner, or affiliate of either Borrower or Owner without the prior written approval of the Director. If the Land for the Project was acquired by Borrower or Owner from any director, officer, employee, partner, or affiliate of either Borrower or Owner, the sales price for the Land may not have been any greater than most recent assessed value for ad valorem tax purposes, or the value set out in an independent appraisal report.

6.16 Taxes and Insurance. Borrower shall cause Owner to and Owner shall pay all applicable taxes for the Project before delinquency and all insurance premiums for the Project before due date to prevent any lapse in coverage. Owner at its option shall either: (1) fund an escrow account with Senior Lender for the payment of taxes and insurance premiums; or (2) provide the Director with written evidence acceptable to the Director that taxes and insurance premiums are paid prior to the date that such taxes and insurance premiums are due.

6.17 Public Relations and Signage. All news releases and other public relations efforts, including advertising (except for advertisements solely for the purpose of obtaining tenants for the Project) and signage, must be approved in advance by the Director, and must properly refer to the City’s Loan by the City’s Housing and Community Development Department.
6.18 **Expertise.** Upon request by the City, the City shall have the right to approve Owner's intention to retain any person or firm for the purpose of constructing, leasing and managing the Project and Borrower shall cause Owner to and Owner shall provide evidence of the expertise and competence of such persons and firms Owner intends to engage for the purpose of constructing, leasing and managing the Project.

6.19 **Compliance with Applicable Law.**

6.19.1 Borrower shall cause Owner to, and Owner shall acquire, construct, lease and operate the Project, and conduct all activities under this Agreement and under the Owner Loan Agreement in accordance with all applicable federal, state, and local laws, rules, regulations and ordinances including, without limitation, any Federal HOME Program requirements specifically incorporated in this Agreement or any Attachment or Appendix (including, without limitation, Appendix 1 hereto) by the City for application to the Loan (collectively, the "Applicable Law").

6.19.2 Borrower will conduct all activities under this Agreement and the Loan Documents in accordance with Applicable Law.

6.20 **Replacement Reserve.** If there is a Senior Lender, Borrower shall cause Owner to, and Owner shall establish with Senior Lender and fund as an Operating Expense a "replacement reserve escrow account" ("Replacement Reserve Account") for the replacement of furniture, fixtures, and equipment used in connection with the Project and for repair of capitalized improvements, in an amount not less than the Replacement Reserve. Until the occurrence of a Default and subject to the provisions of the Senior Loan Documents, Owner shall be entitled to utilize amounts in the Replacement Reserve as necessary, provided that Owner shall continue to make deposits in the Replacement Reserve.
Reserve Account required under this Agreement. Any replacement reserve amounts required under the Senior Loan Documents may be applied toward satisfaction of the Replacement Reserve Account requirements in this Agreement and, if requested by City, shall be collaterally assigned to the City by Owner. If the Senior Lender does not require that a Replacement Reserve Account be established or if there is no Senior Lender, City may require the Replacement Reserve Account be established, otherwise it will be established as and when required by the Tax Credit Investor. On an annual basis, Owner shall provide the Director with an accounting of the Replacement Reserve Account.

6.21 **Insurance Provisions in the Deed of Trust.** Borrower shall cause Owner to, and Owner shall comply with all insurance requirements set out in the Deed of Trust.

6.22 **Consulting and Developer’s Fees.** During the term of the City’s Loan, without the prior written approval of the Director, neither Borrower nor Owner shall pay any consulting or developer’s fees, directly or indirectly out of the proceeds of the City’s Loan or out of the revenue of the Project (except as provided in the Approved Final Construction Budget or the Approved Final Operating Budget).

**SECTION SEVEN**

**DISBURSEMENT PROCEDURES**

7.1 **Disbursement Limitations.** The proceeds of the Loan shall be disbursed only for allowable costs that (i) are included in the Approved Final Construction Budget, (ii) have otherwise been approved by the Director, and (iii) are for (x) the acquisition of the Land, (y) materials purchased and stored on site and approved by the Director, or (z) Work that has been completed and which Work has been approved by the Director. In the event that all of the Closing conditions contained in this Agreement have been satisfied as of the Closing Date, the City shall make an initial disbursement of Loan
Proceeds as and when, for purposes and in amounts set forth in the Intercreditor Agreement.

7.2 **Retainage.** Disbursement for the Work shall be subject to ten percent (10%) retainage under Section 53.101 et seq. of the Texas Property Code (as it may be amended from time to time) or as required by the Senior Lender.

7.3 **Reallocatlon of Loan Proceeds.** Any Loan Proceeds that are allocated for the Project but that are not expended under this Agreement shall be returned to the City for reallocation.

7.4 **Drawdown Procedure.** Borrower shall request a disbursement of the Loan Proceeds only in accordance with the Approved Construction Schedule, the Intercreditor Agreement and the provisions of this Section. When a disbursement of Loan Proceeds is requested, Owner shall provide to the Borrower (but in no event more often than once a month) an application for the disbursement (in a form required by the Director) (the “Disbursement Request”) together with a Down Date Endorsement and other supporting documentation required by the Director. If the Director objects to an item (or portion thereof) included in any Disbursement Request, then the Director shall notify Owner within five (5) business days of receipt of the applicable Disbursement Request of the Director's objection and shall thereupon be relieved of any obligation to make a disbursement for that item (or portion thereof) until such time as Owner cures the objection(s) to the satisfaction of the Director. If the Disbursement Request is otherwise complete (as determined by the Director) and provided no uncured Default exists or event that with the passage of time or giving of notice would constitute a Default has occurred, the City shall, within fifteen (15) business days following receipt of Owner's request,
fund the requested disbursement from the City Loan less any amounts for items to which
the Director has raised an objection and that have not been cured and less retainage. The
City shall not be required to make (i) a disbursement (other than the last disbursement) in
an amount less than $5,000 nor (ii) more than one disbursement per month.

7.5 Reallocation of Savings and Contingencies. Borrower and Owner may, subject to
Director's approval (which shall not be unreasonably withheld, conditioned or
delayed), reallocate cost savings from one line item of the Approved Final Construction
Budget (including contingencies) to another line item of the Approved Final Construction
Budget as long as Project development sources and development uses remain in balance
at all times.

7.6 Reimbursement to City. Borrower agrees that it will and will cause
Owner to and Owner shall reimburse the City in a sum equivalent to the amount of
disallowed expenditures in the event that the City, through audit exception or other
action, determines that the Borrower's or Owner's expenditure of funds awarded under
this Agreement for the Project was not made in compliance with this Agreement or
Applicable Law.

SECTION EIGHT
DEFAULT AND REMEDIES

8.1 Default. The Director may declare a default ("Default") under this
Agreement or any one or more of the Loan Documents upon the occurrence of any one or
more of the following circumstances (and in all events, subject to the rights of Tax Credit
Investor under Section 8.3 hereof):
8.1.1_failure_to_pay_

(a) Borrower fails to pay when due any sum becoming under this Agreement, the other Loan Documents and/or secured by the Collateral Assignment and the Deed of Trust assigned thereunder and such failure continues for ten (10) days after written notice thereof from the Director to Borrower, or

(b) Owner fails to pay the Borrower when due any portion of the indebtedness evidenced by the Owner Loan and such failure continues beyond all applicable notice and cure periods contained in the Owner Loan Agreement.

8.1.2_Breach_of_Affordability_Requirements_or_Restrictive_Covenants._Borrower_or_Owner_breaches_the_Affordability_Requirements_in_this_Agreement_or_the_Restrictive_Covenants_and_such_breach_continues_for_thirty_(30)_days_after_written_notice_thereof_from_the_City_to_Borrower_and_Owner.

8.1.3_Breach_of_Other_Covenants_or_Conditions._Except_for_a_Default_under_Section_Sections_8.1.1_and_8.1.2,_Borrower_or_Owner_fails,_refuses_or_neglects_to_perform_fully_and_timely_any_obligation,_or_breaches_any_covenant_or_condition_(including_any_condition_prior_to_or_subsequent_to_the_issuance_of_the_City_Loan)_under_this_Agreement,_any_other_Loan_Document,_or_any_of_the_documents_evidencing,_securing_or OTHERWISE_pertaining_to_the_Owner_Loan_and_such_failure_continues_for_thirty_(30)_days_after_written_notice_from_the_City_to_Borrower_and_Owner_(or_Borrower_to_Owner,_as_applicable);_provided,_however_that_in_the_event_that_(i)_any_such_cure_periods_would_cause_a_violation_to_occur_under_Applicable_Law_or_cause_a_recapture_of_the_tax_credits_or_(ii)_any_breach_or_failure_of_performance_of_a
life safety requirement, such event shall be deemed a Default hereunder without any notice or opportunity to cure.

8.1.4 Breach of Representations or Warranties. Any representation or warranty made by Borrower or Owner in its application for the City Loan or in any of the Loan Documents, this Agreement, or the Restrictive Covenants is false or misleading in any material respect, provided, however, that solely with regard to non-financial misrepresentations or warranties, Borrower and Owner shall have thirty (30) days after written notice to the Borrower and Owner from the City in which to take such action as may be necessary to cause the matter or thing represented to become true or not misleading; provided, however that in the event that any such cure periods would cause a violation to occur under Applicable Law or cause a recapture of the tax credits, such event shall be deemed a Default hereunder without any notice or opportunity to cure.

8.1.5 Voluntary Actions. Borrower or Owner is voluntarily adjudicated bankrupt, seeks, consents to or does not contest the appointment of a receiver or trustee for itself or for all or part of its property, makes a general assignment for the benefit of creditors, does not pay its debts as they become due, or files a petition seeking relief under United States Bankruptcy Law unless Owner agrees to continue operating the Project in accordance with the Affordability Requirements imposed by this Agreement and the Restrictive Covenants throughout the Affordability Period, or Owner is voluntarily adjudicated bankrupt, seeks, consents or does not contest the appointment of a receiver or trustee for itself or for all or part of its property, makes a general assignment for the benefit of creditors,
does not pay its debts as they become due, or files a petition seeking relief under United States Bankruptcy Law and such bankruptcy/insolvency event causes the Restrictive Covenants to become null and void.

8.1.6 Involuntary Actions. A petition is filed against Borrower or Owner under United States Bankruptcy Law or if a court of competent jurisdiction enters an order appointing a receiver or trustee for Borrower or Owner for all or any material part of Borrower’s or Owner’s property, and the order or petition is not discharged, dismissed or stayed within a period of ninety (90) days after its entry unless Owner agrees to continue operating the Project in accordance with the Affordability Requirements imposed by this Agreement and the Restrictive Covenants throughout the Affordability Period.

8.1.7 Dissolution or Liquidation. Borrower or Owner is a partnership or corporation and dissolves, liquidates, or merges with or is consolidated into any other entity without the written approval of the Director.

8.1.8 Destruction of the Project. The Project is demolished, destroyed or substantially damaged, and is not restored or rebuilt in accordance with the requirements of the Loan Documents.

8.1.9 Cessation of Work. Work on the Project ceases for ninety (90) or more consecutive days unless such cessation of Work is caused by cessation of funding under the Loan or by an event of force majeure.

8.1.10 Failure to Obtain or Default Under Other Financing. Owner or Borrower fails to obtain any funding of the Other Financing in the order
required under the Intercreditor Agreement or Owner has been declared in default under any regulatory agreement or document evidencing or related to the Other Financing and such default is not cured within ten (10) working days or, if longer, as otherwise provided thereby; provided, however, that any cure of the underlying default shall also constitute acceptable cure of the Default.

8.1.11 Liens and Other Encumbrances. Any mechanics', materialman's or other similar lien or encumbrance is filed against the Project, or the fixtures, materials, machinery and equipment to be used in the Project or other collateral that secures the City Loan, and the same is not discharged (by payment, bonding, which may include payment bond furnished by contractor or otherwise) within fifteen (15) working days following written notice thereof from the City to Borrower.

8.1.12 Change of Ownership or Management.

(a) All or any part of Owner's interest in the Project is transferred (excluding transfers of membership or partnership interests in Owner to or by the Original Tax Credit Investor (or any entity permitted pursuant to Section 8.1.15) or by any of its other members or partners holding less than forty-nine percent (49%) ownership interest in Owner, unless such interests being transferred are general partner or managing interests), sold or assigned, voluntarily or involuntarily, or there is a change of management of the Project, at any time within the Affordability Period, such transfer of interest or change of management must first be approved in writing by the Director, which approval may be granted or withheld by the Director in his sole discretion. In the case of a transfer of Owner's interest in the Project, the Director's consent, if any, shall
not be effective unless or until the purchaser or transferee assumes in writing all
obligations and covenants of Borrower and Owner under the Loan Documents in a form
acceptable to the Director and the City Attorney; or

(b) There is otherwise a change in control of Borrower in violation of
this Agreement.

8.1.13 Failure to Complete. Owner or Borrower fails to complete
construction of the Project in accordance with the Approved Plans, Specifications,
and Drawings that are approved by the Director within and the Approved
Construction Period.

8.1.14 Audit Findings or Exceptions. The City or any other
federal or state agency makes an audit finding or exception that relates to the Project,
the funds provided under this Agreement, or the Other Financing, provided, however,
that if the audit finding or exception is curable, there shall be no Default unless the
audit finding or exception is not cured within 30 days after written notice to Owner of
such finding or exception or for such greater period as shall be necessary to cure such
finding or exception so long as Owner commences to cure such finding or exception
within thirty (30) days after written notice thereof to Owner and satisfactorily
completes such cure.

8.1.15 Transfer of Original Tax Credit Investor's Partnership
Interest. Notwithstanding anything to the contrary contained in this Agreement or
the Loan Documents, no consent shall be required of the City or the Director (and it
shall not be deemed an event of default under any of the Loan Documents), in
connection with the transfer and/or the assignment by the Original Tax Credit Investor
of its interest in the Owner to an entity controlled or managed by an entity which is related to or under common control with the Original Tax Credit Investor.

8.1.16 Removal of Owner's General Partner. Notwithstanding anything to the contrary contained in this Agreement or the Loan Documents, the removal and/or replacement of Owner's general partner for cause in accordance with Owner's partnership agreement shall not require the consent of the City or Director, shall not constitute a default under this Agreement or the Loan Documents. The consent of the Director shall be required for the appointment of a new general partner, but if the Tax Credit Investor exercises its right to remove the Owner's general partner for cause, City will not unreasonably withhold its consent to the substitute general partner: provided however, the consent of neither the City or Director shall be required if the substitute general partner is an affiliate of the Original Tax Credit Investor. The substitute general partner shall assume all of the rights and obligations of the removed general partner of Owner hereunder.

8.2 Temporary Non-Compliance Not a Default. Notwithstanding the foregoing or any other provision of this Agreement or any of the other Loan Documents to the contrary, neither Owner nor Borrower shall be in Default hereunder or thereunder if such Default occurs solely as a result of temporary noncompliance with Section Six, Sections 6.6.1, 6.6.2, 6.6.3 or 6.6.4, or comparable or similar provisions of this Agreement or any of the other Loan Documents, and such temporary noncompliance is caused by increases in incomes of existing tenants, provided that actions satisfactory to the City are being taken to ensure that all vacancies are filled with complying tenants until the noncompliance is corrected. Without limiting the foregoing, existing tenants of
Designated Units whose financial status during the term of the lease are found to be such as to no longer qualify such tenants as Low-Income Households, shall not be required to vacate their Designated Unit but must pay as rent from the date any such tenant no longer qualifies as a Low-Income Household, an amount equal to the lesser of the amount payable by the tenant under state or local law or thirty (30%) percent of the household’s adjusted monthly income, as recertified annually if applicable regulations require such recertification, but in no event shall more rent be charged than is allowed under Section 42 of the Internal Revenue Code. After a non-qualifying tenant elects to move out of the Project, its Designated Unit must be leased to a tenant qualifying as a Low-Income Household.

8.3 *Tax Credit Investor’s, Senior Lender’s and Owner’s Right to Cure*

8.3.1 *Tax Credit Investor and Senior Lender.* Any time there is an event or a condition described in Section 8.1 which, with the passage of time might become a Default, if the Project has received other financing from low income housing tax credits, the Tax Credit Investor and/or the Senior Lender shall have the independent and concurrent right to cure such event or condition during the same period of time as that provided to Borrower or Owner. A cure by the Tax Credit Investor and/or the Senior Lender of any event or condition that, with the passage of time might become a Default, shall have the same effect as a cure of such event or condition by Borrower or Owner.

8.3.2 *Owner’s Right to Cure.* Any time there is an event or a condition described in Section 8.1 which, with the passage of time might become a Default, if the Project has received other financing from low income housing tax
credits, Owner shall have the independent and concurrent right to cure such event or condition during the same period of time as that provided to Borrower. A cure by Owner of any event or condition that, with the passage of time might become a Default, shall have the same effect as a cure of such event or condition by Borrower.

8.4 City's Remedies. Upon the declaration of a Default by the Director and the failure by Borrower, Owner, Tax Credit Investor or the Senior Lender to cure same within a time period specified herein (if any), the Director may in his or her sole discretion: (i) terminate this Agreement; (ii) require the Borrower to return to the City all Loan Proceeds; (iii) declare that all sums under the Collateral Note are immediately due and payable; (iii) foreclose on the Collateral Assignment and the Project; (iv) cease funding any disbursements under the Loan and/or (v) take any other action authorized or available under this Agreement, any of the Loan Documents or Applicable Law, or in equity. Upon the occurrence of any Default hereunder, any Loan Proceeds that become reimbursable shall bear interest at a rate of the lesser of (i) six percent (6.0%) per annum or (ii) the maximum rate of interest permitted to be contracted for by Applicable Law ("Highest Lawful Rate").

SECTION NINE
ALLOCATION OF COST SAVINGS AND RECOVERY OF DAMAGES FROM CONTRACTOR

In the event that (i) cost savings are achieved in the construction of the Project and not reallocated in accordance with Section 7.5 or (ii) the Contractor or any Subcontractor selected to perform the Work on the Project makes a payment of damages to Owner for delays, defective workmanship or material, or for other items related to Work on the Project and such sums are not used by Owner to correct such defective
workmanship or otherwise mitigate any damages related to Work on the Project resulting from such default by the Contractor or any Subcontractor, Borrower shall immediately cause Owner to and Owner shall pay to the City a portion of such cost savings or the sum received as payment of damages, to be applied against the principal balance of the Loan. The amount of such savings or damages to be paid to the City and applied to the Loan shall be equal to:

(i) The total amount of the Loan disbursed multiplied by the amount of cost savings realized or damages received divided by the total Project cost;

(ii) minus any portion of the damages received that the Director determines are attributable to lost income from rent; and

(iii) minus any portion of the cost savings realized or damages received that are used to pay Project costs approved by the Director in accordance with the Final Budget.

Provided, however, to the extent that cost savings result in reduction in eligible basis for the Project and such reduction results in the amount of equity being contributed to the Project by the Tax Credit Investor being reduced, the Loan shall not be reduced by any amount of reduction in the Tax Credit Investor’s equity.

SECTION TEN
RELEASE AND INDEMNIFICATION

10.1 Release. OWNER, BORROWER, THEIR PREDECESSORS, SUCCESSORS AND ASSIGNS (THE FOREGOING ARE COLLECTIVELY REFERRED TO IN THIS SECTION TEN AS “OWNER”) HEREBY RELEASE, RELINQUISH AND DISCHARGE THE CITY, ITS PREDECESSORS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES AND ITS FORMER, PRESENT AND FUTURE AGENTS, EMPLOYEES AND OFFICERS (THE FOREGOING ARE COLLECTIVELY REFERRED TO IN THIS SECTION TEN
AS "CITY") FROM ANY LIABILITY AS A RESULT OF THE JOINT NEGLIGENCE OF THE CITY AS A RESULT OF ANY INJURY, INCLUDING DEATH OR DAMAGE TO PERSONS OR PROPERTY, WHERE SUCH DAMAGE IS SUSTAINED IN CONNECTION WITH THIS AGREEMENT.

10.2 Indemnification. EACH OF BORROWER AND OWNER COVENANTS AND WARRANTS THAT IT WILL PROTECT, DEFEND, AND HOLD THE CITY HARMLESS FROM ANY AND ALL THIRD PARTY CLAIMS, DEMANDS, AND LIABILITY, INCLUDING DEFENSE COSTS, RELATING IN ANY WAY TO DAMAGES, CLAIMS OR FINES ARISING BY REASON OF OR IN CONNECTION WITH BORROWER'S OR OWNER'S ACTUAL OR ALLEGED NEGLIGENCE OR OTHER ACTIONABLE PERFORMANCE OR OMISSION OF BORROWER OR OWNER IN CONNECTION WITH OR DURING THE PERFORMANCE OF THE DUTIES UNDER THIS AGREEMENT. ALSO, DURING THE PERFORMANCE OF THE WORK AND UP TO A PERIOD OF FIVE (5) YEARS AFTER THE DATE OF FINAL ACCEPTANCE OF THE WORK, EACH OF BORROWER AND OWNER FURTHER EXPRESSLY COVENANTS AND AGREES TO PROTECT, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY FROM ALL CLAIMS, ALLEGATIONS, FINES, DEMANDS, AND DAMAGES RELATING IN ANY WAY TO THE ACTUAL OR ALLEGED JOINT AND/OR CONCURRENT NEGLIGENCE OF THE CITY AND BORROWER AND/OR OWNER, WHETHER BORROWER AND/OR OWNER IS IMMUNE FROM LIABILITY OR NOT.
IT IS THE EXPRESSED INTENTION OF THE PARTIES HEREFORE THAT
THE INDEMNITY PROVIDED HEREIN IS AN AGREEMENT BY BORROWER
AND OWNER TO INDEMNIFY AND PROTECT THE CITY FROM THE
CITY'S OWN NEGLIGENCE WHERE SAID NEGLIGENCE IS AN ALLEGED
OR ACTUAL CONCURRING PROXIMATE CAUSE OF ANY ALLEGED
THIRD-PARTY HARM.

THE INDEMNITY PROVISION PROVIDED HEREIN SHALL HAVE NO
APPLICATION TO ANY CLAIM OR DEMAND WHERE BODILY INJURY,
DEATH, OR DAMAGE RESULTS ONLY FROM THE SOLE NEGLIGENCE OF
THE CITY UNMIXED WITH ANY FAULT OF BORROWER AND OF OWNER.
FURTHER, THE COVENANTS MADE IN THIS SECTION 10.2 TOGETHER
WITH ALL OTHER INDEMNIFICATION REQUIREMENTS OF BORROWER
AND OWNER SHALL BE JOINT AND SEVERAL OBLIGATIONS OF
BORROWER AND OWNER.

SECTION ELEVEN
NOTICE

All notices, demands, certificates, or other communications hereunder shall be in
writing and shall be deemed sufficiently given or served for all purposes if (i) delivered
personally, (ii) sent by certified or registered mail, postage prepaid, return receipt
requested or by private courier service, or (iii) transmitted by facsimile or e-mail
followed by hard copy delivered by certified or registered mail, in each case, with the
proper address as indicated below; provided that any such notices, demands, certificates,
or other communications shall be deemed effective only upon receipt. Each party may,
by written notice given to the other parties, designate any other address or addresses to
which notices, certificates or other communications to them shall be sent as contemplated by this Agreement. Until otherwise so provided by the respective parties, all notices, certificates and communications to each of them shall be addressed as follows:

**TO THE CITY:**

City of Houston  
c/o Department of Housing and Community Development  
601 Sawyer, 4th floor  
Houston, TX 77007  
Attention: Director

With a copy to:

City of Houston Legal Department  
900 Bagby, 4th Floor  
Houston, TX 77002  
Attention: Section Chief, Real Estate

**TO BORROWER:**

Montrose Counseling Center, Inc.  
401 Branard St., Floor 2  
Houston, Texas 77006-5015

With Copy to:

Cynthia S. Olsen  
Wilson, Cribbs & Goren  
2500 Fannin Street  
Houston, Texas 77002

**TO OWNER:**

2222 Cleburne LP  
401 Branard St., Floor 2  
Houston, Texas 77006-5015

With Copy to:

Cynthia S. Olsen  
Wilson, Cribbs & Goren  
2500 Fannin Street  
Houston, Texas 77002

**TO TAX CREDIT INVESTOR:**

NEF Assignment Corporation  
120 S. Riverside Plaza, 15th Floor  
Chicago, Illinois 60606  
Attention: General Counsel
12.1 **Relationship of Parties.** The relationship of the City to Borrower pursuant to this Agreement and all other Loan Documents is that of lender to borrower. Neither this Agreement nor any of the Loan Documents creates any partnership, joint venture, or other fiduciary relationship between City and Borrower or between City and Owner.

12.2 **Parties in Interest.** This Agreement shall bind and benefit the City and Borrower, as applicable, and shall not bestow any rights upon any other party. Neither the U.S. Government, HUD, any Contractor, Subcontractor or supplier, nor any other person or entity, is a party to or a third-party beneficiary of this Agreement.

12.3 **Exculpation.** The City shall not be liable to Borrower or Owner or responsible in any manner to any third-party in connection with this Agreement.

12.4 **Non-waiver.** Failure or forbearance of any party hereto to insist on the strict performance of any obligation under this Agreement or to exercise any rights or remedies accruing upon default shall not be considered a waiver of the right to insist on and to enforce, by any appropriate remedy, strict compliance with any other obligation or to exercise any right or remedy occurring as a result of any future default or failure of performance.

12.5 **Modification.** Any alterations, additions, or deletions to terms which are required by changes in federal or state laws and regulations shall be automatically incorporated into this Agreement and shall take effect on the effective date of the laws or regulations.
12.6 Severability. In the event that any covenant, condition or provision of this Agreement is held to be invalid by a court of competent jurisdiction, the invalidity of the invalid covenant, condition or provision shall in no way affect any other covenant, condition, or provision, provided that the respective rights and obligations of the parties contained in the valid covenants, conditions and provisions of this Agreement are not materially prejudiced.

12.7 Choice of Law. This Agreement shall be performable and enforced in Harris County, Texas, and shall be construed in accordance with the laws of the State of Texas and other Applicable Law. Venue shall be appropriate in Harris County, as applicable.

12.8 Enforcement by City Attorney. The City Attorney shall have the right to enforce all legal rights and obligations under this Agreement without further authorization. Borrower shall cause Owner to, and Owner shall provide to the City Attorney all documents and records that the City Attorney deems reasonably necessary to assist in determining Borrower’s or Owner’s compliance with this Agreement, with the exception of those documents made confidential by federal or State law or regulation. The City Attorney may monitor and enforce the Restrictive Covenants.

12.9 Integration. Except as may be otherwise provided in this Agreement, this Agreement, the Appendices, Attachments, and Exhibits and Borrower’s response to the City’s request for proposal embody the entire Agreement between the City and Borrower and there are no other effective agreements, representations or warranties between the City and Borrower in connection with this Agreement.
12.10 **Assignability.** This Agreement shall not be assignable in whole or in part by either Borrower or Owner without the prior written consent of the City. Such consent on behalf of the City shall be in the form of an ordinance passed by City Council.

12.11 **Survival.** All the terms of this Agreement (including without limitation, the conditions listed in **Section Three**) shall survive the execution of the Restrictive Covenants. The parties hereto expressly agree and acknowledge that the terms of this Agreement, the Collateral Assignment and the Deed of Trust assigned to the City pursuant to the Collateral Assignment shall remain in full force and effect until the expiration of the Affordability Period.

12.12 **Captions.** The use of captions in this Agreement is for convenience only and such captions shall not be used to define or limit the terms of this Agreement.

12.13 **Applicable Law.** The interpretation and application of this Agreement shall be in accordance with Applicable Law.

12.14 **Multiple Counterparts; Effective Date.** The parties have executed this Agreement in multiple originals, each having full force and effect, as of the Effective Date.

12.15 **Conflict of Interest.** Except with the prior written consent of the Director, no person who is a director, staff member or employee of the Borrower, or the immediate family member of such person, will be eligible to participate or benefit financially from the Project. No individual who is an elected or appointed official of the City, a paid staff person to such an official, or an immediate family member of any such person will be eligible to participate or benefit financially from the Project, but the Department may approve such participation or benefit, provided that the Borrower discloses the conflict,
that such person abstains from all decisions regarding the Project and that such participation is not otherwise illegal.

12.16 *Reversion of Assets.* Upon the expiration of this Agreement, the Borrower shall transfer to the City any TIRZ Funds on hand at the time of such expiration and any accounts receivable attributable to the use of TIRZ Funds, as applicable.

**SECTION THIRTEEN**  
**AUTHORITY OF THE DIRECTOR AND MAYOR**

13.1 *Authority of the Director to Extend Time of Performance.* The Director may extend the time of performance for any of Borrower's covenants or conditions set forth in this Agreement or the other Loan Documents two (2) times for up to six (6) months' time each by written notice to Borrower sent prior to the expiration of the initial term or applicable time period. Extensions in excess of these two six (6) months extensions must be obtained by formal amendment to this Agreement, approved by the City Council. Prior to the expiration of each further extension approved by City Council, the Director may extend this Agreement (as amended) or any applicable time period for up to an additional six (6) months' time by written notice to Borrower.

13.2 *Authority of the Director to Execute Certain Amendments.* In the event that there is a decrease in the Loan funds required hereunder, the Director shall have the authority to execute the appropriate amendments to the Loan Documents reflecting such decrease.

13.3 *Authority of the Mayor to Execute Other Documents.* The Mayor or the Director shall have the authority, without further action by City Council, to execute all other documents contemplated by this Agreement, or necessary or appropriate to
effectuate this Agreement, or to protect the City’s interests hereunder, including, without limitation execution of the Intercreditor Agreement and Subordination Agreement. The Mayor shall have the authority, without further action by City Council and upon the recommendation of the Director and City Attorney, to make changes to clarity, but not materially change, provisions of this Agreement or other documents contemplated by this Agreement.

13.4 Attachments, Appendices and Exhibits. References in this Agreement to various Attachments, Appendices, or Exhibits shall refer to those that are attached to this Agreement or such other form of Attachment, Appendix or Exhibit as may be approved by the City Attorney.

13.5 Other Amendments: Council Approval Required. Except as otherwise provided in these Sections 13.1, 13.2, 13.3 and 13.4, any amendments to the Loan Documents must be in writing and authorized by City Council, and signed by the Mayor and countersigned by the City Controller.

13.6 Approval by the City or the Director. With respect to the granting or denying of the City’s or the Director’s approval, such approval shall be in the Director’s reasonable discretion. All references to “reasonable” shall be deemed to be “reasonable” if the Director is acting in his or her official capacity in accordance with the City’s Charter and related ordinances, and Applicable Law.

13.7 Refinance of Senior Loan. The Senior Loan may not be refinanced except as may be approved in writing by the Director.
SECTION FOURTEEN
USURY LIMITATIONS

No provision of this Agreement, the Collateral Note, or any instrument executed in connection with or securing performance of the obligations of Borrower hereunder shall require the payment or permit the collection of interest in excess of the Highest Lawful Rate. If any excess of interest in such respect is herein or in any other instrument provided for, or shall be adjudicated to be so provided for herein or in any other instrument, the provisions of this Section shall govern and neither Borrower nor Owner, or their respective heirs, personal representatives, successors, or assigns shall be obligated to pay such interest to the extent it is in excess of the Highest Lawful Rate. Any fees or other sums that under Applicable Law are deemed to constitute interest shall be treated as interest and taken into account in calculating the Highest Lawful Rate and all such fees or other sums so deemed interest shall be amortized, prorated, allocated and spread in equal parts over the full stated term of the Loan, Collateral Note or other instrument creating such interest. It is the intention of the City, Borrower and Owner to conform strictly to the laws applicable to the Loan, and should it be held that interest or other sums payable to the City under this Agreement, the Collateral Note, or any other Loan Document are in excess of the Highest Lawful Rate, the interest chargeable shall be reduced to the maximum amount permitted by law.
IN WITNESS WHEREOF, the parties execute this Agreement in multiple counterparts as of the date of countersignature by the City Controller as set out below.

BORROWER:

MONTROSE COUNSELING CENTER, INC.,
a Texas non-profit corporation

By: [Signature]
Name: Aaron Masterson
Title: President of Board

OWNER:

2222 CLEBURNE LP,
a Texas limited partnership

By: 2222 Cleburne GP LLC,
a Texas limited liability company,
its General Partner

By: Montrose Counseling Center, Inc.,
a Texas nonprofit corporation,
its Managing Member

By: [Signature]
Name: Aaron Masterson
Title: President of the Board
CITY OF HOUSTON, TEXAS

Annise Parker, Mayor

Neal Rackleff, Director
Housing and Community Development Department

APPROVED AS TO FORM:

Senior Assistant City Attorney

LD# 0291500063001

COUNTERSIGNED:

Ronald C. Green, City Controller

COUNTERSIGNATURE DATE:

12-17-15
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<td>Fri 2/16/18</td>
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The Montrose Center Senior Housing Project Schedule

Project: Montrose Center Senior Housing
Date: Fri 1/26/18
TO WHOM IT MAY CONCERN

Camden Builders Inc. has had the pleasure of working as the general contractor for Stephen Fairfield of Covenant Neighborhoods Inc. on three prior tax credit developments: The Orchard at Garden Oaks, The Orchard at Westchase and The Women’s Home Family Place.

Beginning last summer, Camden has provided input on the design for 2222 Cleburn and Camden is pleased to have been chosen as the general contractor for that project.

I am available for any questions regarding our relations with Covenant Neighborhoods Inc. and Stephen Fairfield, CEO.

Regards,

C. David Joyce
Camden
Vice President, Construction
11 Greenway Plaza, Suite 2400
Houston, TX 77046
713-354-2686
djoyce@camdenliving.com
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>
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<td>2.87</td>
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   (*) 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>
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<tbody>
<tr>
<td>Midtown Redevelopment Authority</td>
<td>Matt Thibodeaux, ED</td>
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<table>
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<th>Address</th>
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<td>410 Pierce St., Ste. 355</td>
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</table>

<table>
<thead>
<tr>
<th>City</th>
<th>State</th>
<th>Zip</th>
<th>Date of Last Sale</th>
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<tr>
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<td>77002</td>
<td>10/19/2005</td>
</tr>
</tbody>
</table>

   Is the seller affiliated with the Applicant, Principal, sponsor, or any Development Team member?  
   If "Yes," please explain:

   Did the seller acquire the property through foreclosure or deed in lieu of foreclosure?  
   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>Midtown Redevelopment Authority</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. |
   |   | Title Commitment or Title Policy is included behind this tab (per §10.204(12)). |

   **Expiration of Contract or Option:** 12/31/2018  
   **Anticipated Closing Date:** 10/30/2018

3. **Site Control - §10.204(10)**

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

   Is land for ingress and/or egress and any easements held separate from the property described in the site control documents?  
   If yes, describe how any such land is held. Identify the land owner and describe any agreements the Applicant has or will enter into with the land owner.

   

Self Score Total: 120
1. **Site Acreage**

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

<table>
<thead>
<tr>
<th>Site Control</th>
<th>Site Plan</th>
<th>Appraisal</th>
<th>ESA</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.87</td>
<td>2.87</td>
<td></td>
<td>2.87</td>
</tr>
</tbody>
</table>

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

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

2. **Site Control - §10.204(10)**

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

<table>
<thead>
<tr>
<th>Entity Name</th>
<th>Contact Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Midtown Redevelopment Authority</td>
<td>Matt Thibodeaux, ED</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>410 Pierce St., Ste. 355</td>
<td>Houston</td>
<td>TX</td>
<td>77002</td>
<td>10/19/2005</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>Midway Redevelopment Authority</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.
- [X] Title Commitment or Title Policy is included behind this tab (per §10.204(12)).

Expiration of Contract or Option: **12/31/2018**

Anticipated Closing Date: **10/30/2018**

3. **Site Control - §10.204(10)**

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

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

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

Development qualifies for the boost for:

- Qualified Census tract that has less than 20% HTC Units per household
- Development is located in a Small Area Difficult Development Area (SADDA)
- Rural Development *(Competitive HTC only)*
- Development is entirely Supportive Housing *(Competitive HTC Only)*
- Development meets the criteria for the Opportunity Index as identified in §11.9(c)(4) of the Qualified Allocation Plan *(Competitive HTC only)*
- Development is in an area covered by a concerted revitalization plan and elects and is eligible for points under §11.9(d)(7), is not Elderly, and is not located in a QCT. *(Competitive HTC only)*
- Development includes an additional 10% of units at 30% AMI. *Must be in addition to the number of units needed for any scoring item or any other funding source from MF Direct Loan requirements.* *(Competitive HTC only)*

Development is in a QCT with 20% or greater Housing Tax Credit Units per household, and a resolution from the Governing Body of the appropriate municipality or county allowing the construction of the Development is included behind Tab 8**

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

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

- **Site Control Documentation**
- **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.
OPTION AGREEMENT

THIS OPTION AGREEMENT (this “Agreement”), is made and entered into as of the 30th day of June, 2015 (the “Effective Date”), by and between MIDTOWN REDEVELOPMENT AUTHORITY, a Texas non-profit local government corporation (“MIDTOWN”), and MONTROSE COUNSELING CENTER, INC., a Texas nonprofit corporation doing business as “The Montrose Center” (“MONTROSE”) (MIDTOWN and MONTROSE are collectively referred to herein as the “Parties” and individually as a “Party”).

RECITALS

A. MONTROSE plans to develop an affordable housing project for seniors located in the vicinity of the Texas Medical Center and The Montrose Center in Houston, Harris County, Texas (the “Project”).

B. MIDTOWN owns certain unimproved real property described on Exhibit A attached hereto and incorporated herein by reference (the “Option Property”) which is located in the vicinity of the Texas Medical Center and The Montrose Center in Houston, Harris County, Texas.

C. MONTROSE proposed that MIDTOWN grant or donate the Option Property to MONTROSE for the Project, and MIDTOWN upon determining that the Project is consistent with its affordable housing strategy agreed to grant to MONTROSE an option to acquire the Option Property subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of TEN AND NO/100 DOLLARS ($10.00), the foregoing premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Grant of Option.** MIDTOWN hereby grants MONTROSE the exclusive option to acquire the Option Property upon and subject to the terms and conditions set forth herein (the “Option”).

2. **Exercise of Option.** The right of MONTROSE to exercise the Option to acquire the Option Property is conditioned on MONTROSE having first obtained and submitted to MIDTOWN written evidence of the following in connection with the development of the Project (and such related information as Midtown may reasonably request in connection with the development of the Project within thirty (30) days after MONTROSE submits the following): (i) commitment(s) for public funding and donations in the minimum amount of $2,250,000; (ii) application for approval from the Texas Department of Housing and Community Affairs of a 4% housing tax credit for the Project; (iii) commitment(s) for private funding and donations in the minimum amount of $2,500,000.00; and (iv) a signed letter of intent, term sheet or commitment for third-party financing in the minimum aggregate amount of $4,575,721 (Items (i)-(iv) collectively, the “Financing Commitments”); provided, however that the Financing Commitments may be met in the aggregate such that if MONTROSE receives commitments in excess of the applicable threshold in one category, such excess may compensate for any deficiency in another category. Upon MONTROSE’S satisfaction of the Financing...
Commitments, MONTROSE shall have the right to exercise the Option to acquire the Option Property by delivering written notice (the “Option Notice”) to MIDTOWN no later than March 1, 2016 (the “Outside Option Exercise Date”); provided however, the Outside Option Exercise Date shall be automatically extended to June 1, 2016 if MONTROSE delivers to MIDTOWN on or before January 31, 2016 a written status report of its fund-raising efforts and evidence of collections or written commitments from endowments or similar sources from such fund-raising efforts in the minimum aggregate amount of $1,000,000. The actual date on which the Option Notice is delivered to MIDTOWN is hereafter referred to as the “Option Exercise Date.”

3. **Term of Option.** The Option shall remain in full force and effect from and including the Effective Date until the earlier to occur of (and including) the (i) the Outside Option Exercise Date, and (ii) the Closing Date (as defined below) (hereinafter, the “Option Term”). MONTROSE shall not be entitled to exercise the Option after the expiration of the Option Term, except as approved in writing by Midtown in the event of a delay caused by a governmental agency related to permitting or financing.

4. **Terms of Acquisition.** In the event MONTROSE delivers an Option Notice to MIDTOWN in accordance with Section 2 hereof, the Parties agree to consummate the conveyance of the Option Property from MIDTOWN to MONTROSE on and subject to the following terms and conditions:

   (a) **Consideration.** MIDTOWN will grant or donate the Option Property to MONTROSE subject to and in accordance with the terms and conditions of this Agreement in consideration of MONTROSE’S agreement to accept title to the Option Property subject to or otherwise encumbered by affordable housing use restrictions (the “Affordable Housing Use Restrictions”) set forth in the Deed (as defined herein).

   (b) **Title Commitment.** During the term of this Agreement, MONTROSE shall have the right to obtain at MONTROSE’s cost: (a) a title commitment issued by a national title insurance company, or its agent or affiliate, which is licensed to do business in the State of Texas, as MONTROSE selects in its sole discretion (the “Title Company”) setting forth the basis upon which the Title Company is willing to insure title to all parcels of the Option Property (the “Title Commitment”), together with all of the documents listed or referenced in the Title Commitment (the “Exception Documents”), and (b) a current survey of the Option Property prepared in accordance with the then current Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys as adopted by American Land Title Association and National Society of Professional Surveyors (the “Survey”). Copies of the Title Commitment, Exception Documents and Survey shall be provided to MIDTOWN promptly upon receipt by MONTROSE, and MIDTOWN shall be included as a certified party in the Survey. If the Title Commitment or the Survey, or updates thereof disclose defects or other matters objected to by MONTROSE, MONTROSE shall advise MIDTOWN of the same in writing no later than thirty (30) days after the Option Exercise Date. The Affordable Housing Use Restrictions and any other title exceptions and survey matters not objected to by MONTROSE within said period or waived by MONTROSE in accordance with clause (x) in the following sentence shall collectively constitute the “Permitted Encumbrances.” If MIDTOWN is
unable or unwilling to correct such title matters as to which MONTROSE objects, then MONTROSE shall have the right, at its option, either to (x) waive such objections and accept such title as MIDTOWN is able to convey, in which event this Agreement shall continue in full force and effect without change in or to the terms hereof; or (y) terminate this Agreement in writing and the parties hereto shall be thereafter be released from any further obligations hereunder.

(c) **Title Policy.** At Closing, MONTROSE shall obtain, at MONTROSE’S expense, an TLTA Owner’s Policy of Title Insurance (or pro forma thereof) (the “Title Policy”), issued by the Title Company, insuring fee simple title to MONTROSE as of the date and time of the recording of the Deed, subject only to the Permitted Encumbrances.

(d) **MONTROSE’s Due Diligence.** MONTROSE, or its representative, will have the right to enter the Option Property at any time after the Effective Date, and will have the right to conduct tests and inspections, including Phase I environmental studies (and if recommended by the Phase I, a Phase II environmental study), surveys, preliminary engineering, site planning, soil boring tests and other appropriate inspections and tests as MONTROSE deems necessary provided that MONTROSE (i) provides MIDTOWN with prior notice of the proposed time and nature of any such studies, tests and inspections; (ii) conducts such studies, tests and inspections during normal business hours at times reasonably approved by MIDTOWN; (iii) if reasonably requested by MIDTOWN, conducts such studies, tests and inspections in the presence of a representative of MIDTOWN (provided that the presence of such a representative shall not be a condition precedent to conducting such tests and inspections if MONTROSE otherwise complies with clauses (i) and (ii) above); and (iv) promptly provides MIDTOWN with copies of written reports received from its contractors arising out of such studies, tests and inspections. In the event either Party rightfully terminates this Agreement prior to Closing or the Option Term expires without a Closing, MONTROSE shall promptly repair any material damages to the Option Property caused by MONTROSE’s inspections or testing of the Option Property, restore the Option Property to the substantially the same or better condition than existed prior to such inspections or testing and **indemnify and hold MIDTOWN harmless for any and all actual claims and damages arising in connection with such inspections or testing;** provided, however, that in no event shall the scope of the foregoing indemnification obligations include (x) claims or damages arising out of the acts or omissions of MIDTOWN or its agents, employees, contractors or other representatives, (y) any diminution in value to the Option Property unless such diminution in value results from acts or omissions of MONTROSE or its agents, employees, contractors or other representations, nor (z) the mere discovery of existing conditions in, on or under the Option Property.

(e) **Covenants Regarding the Option Property.** From and after the Effective Date until the earlier of the Closing or the expiration or termination of this Agreement (i) neither MIDTOWN nor its agents or representatives will make or enter into any lease for the Option Property or any portion thereof or make or enter into any other contract, or other agreement affecting the Option Property, any part thereof or any interest therein other than contracts related to the improvement and maintenance of and
security for the Option Property and contracts or leases which will terminate or expire on or before conveyance of the Option Property to MONTROSE; (ii) MIDTOWN will take no action which will materially or adversely affect the condition of the Option Property or any portion thereof; and (iii) MIDTOWN will not enter into any mortgage, deed of trust, lien, covenant, condition, restriction, easement or right-of-way which would encumber the Option Property after Closing without the prior written consent of MONTROSE.

(f) **Condition of the Option Property at Closing.** At Closing, MIDTOWN will deliver the Option Property to MONTROSE “as is, where is and with all faults.”

(g) **Form of Deed.** At Closing, MIDTOWN will convey by special warranty deed to MONTROSE indefeasible fee simple title to the Option Property, subject only to the Permitted Encumbrances, including the Affordable Housing Use Restrictions, and to the general encumbrances and “as is” provisions set forth in the Special Warranty Deed, substantially in the form of Exhibit B attached hereto and incorporated herein for all purposes (the “Deed”). The legal description of the Option Property set forth in the Title Commitment and Survey shall be incorporated into the Deed on approval of the same by Midtown and the Title Company.

(h) **Governmental Authorizations.** Prior to the Closing, MONTROSE, and its agents, representatives, and designees shall have the right to pursue all necessary authorizations, including, without limitation, permits, registrations, licenses, and any other approvals necessary for the intended use of the Option Property, from all applicable governmental authorities on such terms and conditions, as MONTROSE deems acceptable and at MONTROSE’s expense (collectively, “Governmental Authorizations”); and to the extent necessary in connection therewith, MIDTOWN will reasonably cooperate with MONTROSE in MONTROSE’s efforts to obtain any necessary Governmental Authorizations, including without limitation by executing any applications, agreements, affidavits, or other documentation that requires MIDTOWN’s signature or acknowledgment and by providing any information necessary for the processing of any Governmental Authorizations provided that MIDTOWN shall not be required to incur any expense in connection with such matters. The foregoing notwithstanding, MONTROSE shall not file or record any documents in the public records of Harris County, Texas in connection with the Governmental Authorizations or the Option Property until after Closing, except as described in Section 13 below.

(i) **Taxes and Assessments and Other Adjustments.** MIDTOWN shall pay in full all taxes, general and special, against the Option Property, if any, which are due or have accrued up to the Closing Date, and MONTROSE shall pay all such taxes and assessments and installments of unpaid special assessments becoming due or accruing from and after the Closing Date. In the event that the amount of any such tax or assessment for the year in which the Closing Date occurs cannot be determined, then such proration shall be based upon 105% of the amount of such tax or assessment for the preceding year. Except as otherwise expressly set forth herein, any other items of
revenue or expense shall be adjusted and prorated in the manner typically adjusted or prorated in connection with the conveyance of unimproved real property in Texas.

(j) **Closing.** The closing of the conveyance of the Option Property (the "Closing") will take place in the offices of Title Company on a mutually agreeable date and time no later than sixty (60) days after Option Exercise Date. The date on which Closing actually occurs shall be referred to herein as the "Closing Date".

At Closing, MIDTOWN shall deliver to MONTROSE and Title Company the following (collectively, the "Seller's Closing Documents"): 

(i) The Deed conveying the Option Property to MONTROSE;

(ii) An Affidavit of Non-Foreign Status of MIDTOWN;

(iii) Such statutory notices, authorizing resolutions and other documents (such as commercially reasonable affidavits) as may be required by the Title Company in order for the Title Company to issue the Title Policy; and

(iv) Such other documents as are typically provided in connection with the conveyance of unimproved real property in Texas or as may be reasonably required to consummate the transaction contemplated hereby.

At Closing, MONTROSE shall deliver to MIDTOWN and Title Company the following:

(a) Original executed counterpart of the Deed;

(b) Such statutory notices, authorizing resolutions and other documents as are typically provided in connection with the conveyance of unimproved real property in Texas or as may be reasonably required to consummate the transaction contemplated hereby or as may be required by the Title Company in order for the Title Company to issue the Title Policy.

At Closing, (x) MIDTOWN shall pay the cost of its attorneys’ fees (if any), and (y) MONTROSE shall pay the cost of its attorneys' fees (if any) and all other costs of Closing including, without limitation, the escrow fees of Title Company, the premiums for the Title Policy and all endorsements thereto, the recording fees for the Deed and the costs of its inspections and the Survey.

(k) **Tax Credit Approval.** As a condition precedent to each party's obligation to close under this Agreement, MONTROSE shall have received approval
from the Texas Department of Housing and Community Affairs of a 4% housing tax credit for the Project and provided MIDTOWN with written evidence of such approval.

(I) **Private Funding.** As a further condition precedent to each party's obligation to close under this Agreement, MONTROSE shall have received and provided MIDTOWN with written evidence of private funding and donations in the minimum aggregate amount of $4,728,479 (including the private funding and donation amounts obtained by MONTROSE and submitted to MIDTOWN pursuant to Section 2 (iii) hereof.)

5. **Representations and Warranties of MIDTOWN.** MIDTOWN represents and warrants to MONTROSE the accuracy of the following statements as of the Effective Date hereof and the date of Closing.

   (a) MIDTOWN is a non-profit local government corporation that is duly organized and validly existing and in good standing under the laws of the State of Texas.

   (b) MIDTOWN has all requisite power and authority to execute, deliver, and perform this Agreement and to consummate the conveyance of the Option Property in the event that MONTROSE exercises the Option hereunder.

   (c) MIDTOWN is not a “foreign person” within the meaning of Section 1445 of the Internal Revenue Code.

   (d) This Agreement is, and (when executed and delivered to MONTROSE at the Closing) the Deed will be, a valid and binding obligation of MIDTOWN, enforceable against MIDTOWN by MONTROSE in accordance with its terms, except in each case to the extent limited by application of general principles of equity and by bankruptcy, insolvency, debtor relief, and similar laws of general application affecting the enforcement of contractual rights and obligations and such laws as are applicable to governmental entities.

   (e) To the actual knowledge of the Executive Director of MIDTOWN without the duty of investigation or inquiry, there is no pending or threatened claim, cause of action, proceeding, or other litigation involving the Option Property (including but not limited to eminent domain, takings or condemnation of any portion of the Option Property or violations of applicable law) or MIDTOWN to the extent that same, if decided adversely to MIDTOWN would result in a lien against, or be binding upon the owner of, the Option Property from and after the Closing Date.

The representations and warranties set forth in this Section 5 shall survive Closing for a period of one (1) year.

6. **LIMITED WARRANTY.** EXCEPT WITH RESPECT TO THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT OR THE SELLER’S CLOSING DOCUMENTS:
(a) THE OPTION PROPERTY IS BEING ACQUIRED "AS IS, WHERE IS, AND WITH ALL FAULTS;" AND

(b) MIDTOWN MAKES NO REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE CONDITION, VALUE OR QUALITY OF ANY OF THE OPTION PROPERTY, OR THE USE OR SUITABILITY THEREOF FOR ANY INTENDED PURPOSE, OR THE ABSENCE OF ANY LATENT OR PATENT DEFECTS THEREIN, OR THE WORKMANSHIP THEREOF, OR THE EXISTENCE, COMPLIANCE WITH OR SUFFICIENCY OF ANY LICENSES HELD OR REQUIRED IN CONNECTION WITH THE OWNERSHIP, USE OR OPERATION THEREOF, OR WITH RESPECT TO THE STATUS, ASSIGNABILITY OR RIGHTS UNDER ANY CONTRACT, LICENSE OR ANY OTHER MATTERS, OR THE RISKS THAT MIGHT BE ENCOUNTERED IN THE OPERATION THEREOF.

THE PROVISIONS OF THIS SECTION HAVE BEEN NEGOTIATED BY THE PARTIES HERETO AFTER DUE CONSIDERATION AND, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, OR THE DEED ARE INTENDED TO BE A COMPLETE EXCLUSION AND NEGATION OF ANY REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED OR STATUTORY, WITH RESPECT TO THE OPTION PROPERTY AND RIGHTS THAT MAY ARISE PURSUANT TO ANY LAW NOW OR HEREAFTER IN EFFECT, OR OTHERWISE. MONTROSE HAS BEEN, OR WILL BE GIVEN UNDER THIS AGREEMENT THE OPPORTUNITY TO PERFORM THE DUE DILIGENCE IT DEEMS NECESSARY IN ORDER TO MAKE AN INFORMED DECISION AS TO WHETHER TO CONSUMMATE THE TRANSACTIONS DESCRIBED HEREIN. THE TERMS AND PROVISIONS OF THIS SECTION 6 SHALL SURVIVE THE CLOSING OF THIS AGREEMENT.

7. Notices. Any notices, requests or other communications required or permitted to be given hereunder shall be in writing and shall be deemed given (except as otherwise provided herein) when received if (i) delivered by hand, (ii) deposited with a widely recognized national overnight courier service, or (iii) transmitted by electronic mail (provided that a copy of such notice is subsequently delivered within one (1) business day by one of the methods described in clauses (i) or (ii) above), and in each case addressed to each Party at its address set forth below:

If to MIDTOWN:
Midtown Redevelopment Authority
410 Pierce Street, Suite 355
Houston, Texas 77002
Attn: Executive Director
Email: mattr@houstonmidtown.com

With copy to: Barron F. Wallace
Bracewell & Giuliani LLP
711 Louisiana Street, Suite 2300
Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, request or other communication. Either Party may from time to time change its notice address hereunder, upon written notice to the other Party. Notice tendered by counsel to one of the Parties hereto shall be deemed notice from the applicable Party itself.

8. MONTROSE’s Remedies. In the event of any material breach of or default under this Agreement or any of the terms and provisions hereof by MIDTOWN, MONTROSE’S sole remedies shall be to: (i) demand specific performance of MIDTOWN’S obligation to close under this Agreement, provided that (A) MONTROSE delivered the Option Notice (B) MONTROSE is not in material breach or default of its obligations under this Agreement, and (C) all conditions precedent to MIDTOWN’s obligation to close under this Agreement have been satisfied or waived in writing; or (ii) terminate this Agreement. The foregoing shall not limit MIDTOWN’s liability for breaches under Section 5 of this Agreement, which shall be limited to MONTROSE’s actual damages for any breach thereof.

9. MIDTOWN’s Remedies. In the event of any material breach of or default under the this Agreement or any of the terms or provisions hereof by MONTROSE, MIDTOWN’S sole remedies shall be to: (i) demand specific performance of MONTROSE’s obligation to close under this Agreement, provided that (A) MONTROSE has delivered the Option Notice, (B) MIDTOWN is not in material breach or default of its obligations under this Agreement, and (C) all conditions precedent to MONTROSE’s obligation to close under this Agreement have been satisfied or waived in writing; or (ii) terminate this Agreement.

10. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon MIDTOWN and MONTROSE and their respective representatives, successors and assigns, and shall run with the land.

11. Assignments. MONTROSE shall not be entitled to assign this Agreement or any rights hereunder without the prior written consent of MIDTOWN; provided that without MIDTOWN’s consent, MONTROSE shall have the right to assign this Agreement to an Affiliate.
of MONTROSE formed for the purpose of taking title to the Option Property, and upon such assignment, the assignee shall assume in writing all of MONTROSE’s rights and obligations under this Agreement. MONTROSE shall be released and discharged from its obligations under this Agreement only after a fully-executed copy of any such assignment and assumption is provided to MIDTOWN. As used in this Section 11, the term “Affiliate” shall mean an entity that controls, is controlled by or is under common control with MONTROSE.

12. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Texas.

13. Recording. The Parties agree that this Agreement will not be recorded in the public records of Harris County, Texas; provided, however, that the parties agree to (a) execute and deliver a memorandum of this Agreement and a termination of memorandum of this Agreement on the Effective Date, each in recordable form and otherwise in form reasonably acceptable to the parties hereto, (b) have the memorandum of this Agreement recorded at MONTROSE’s sole cost and expense on or promptly after the Effective Date, and (c) deposit the termination of memorandum of this Agreement with Bracewell & Giuliani LLP to hold in escrow until the earlier to occur of (i) either (A) the Outside Option Exercise Date if MONTROSE has not delivered the Option Notice prior to such date, or (B) any early termination of this Agreement, in either of which cases the termination shall be recorded, or (ii) the Closing Date, in which case the termination shall be destroyed by Bracewell & Giuliani and be of no further force or effect.

14. Attorneys’ Fees. In the event either Party brings suit to construe or enforce the terms hereof, or raises this Agreement as a defense in a suit brought by another party, the prevailing party as determined by the court is entitled to recover its attorneys’ fees and expenses.

15. Counterparts. The Parties acknowledge and agree that this Agreement may be executed by original or scanned signatures in any number of counterpart original instruments, all of which taken together shall constitute one fully executed Agreement.

16. Timing. Time is of the essence. If any day on which an event is scheduled to occur under this Agreement falls on a Saturday or Sunday or legal holiday, the time period for such event shall be automatically extended until the next business day.

17. Severability. All of the terms, covenants or conditions contained in this Agreement shall be construed together, but if it shall at any time be held that any one of said terms, covenants or conditions or any part thereof, is invalid or for any reason becomes unenforceable, no other terms, covenants, or conditions or any part thereof shall be thereby affected or impaired.

18. Brokers. MIDTOWN and MONTROSE each represent and warrant to the other that, no real estate brokerage commission is payable to any person or entity in connection with the transaction contemplated hereby, and each agrees , to the extent allowed by law, to hold the other harmless against the payment of any commission to any other person or entity claiming by, through or under such party.
19. **Statutory Notices:** MIDTOWN hereby gives and MONTROSE hereby acknowledges the following notices and disclosures regarding the Option Property and agrees to execute related documents on or before Closing at the request of MIDTOWN or Title Company:

(1) **Statutory District Notice:** If the Option 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 MIDTOWN to deliver and MONTROSE to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district. The Option Property is situated in the Midtown Management District.

(2) **Tide Water:** If the Option Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in this Agreement.

(3) **Public Improvement Districts:** If the Option Property is in a public improvement district, §5.014, Property Code, requires MIDTOWN to notify MONTROSE as follows: As a purchaser of this parcel of real property you are obligated to pay an assessment to a municipality or county for an improvement project undertaken by a public improvement district under Chapter 372, Local Government Code. The assessment may be due annually or in periodic installments. More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the municipality or county levying the assessment. The amount of the assessments is subject to change. Failure to pay the assessments could result in a lien on and the foreclosure of the Option Property.

(4) **Additional Taxes:** The following disclosure is made for the purpose of complying with the provisions of Section 5.010(d) of the Texas Property Code:

**NOTICE REGARDING POSSIBLE LIABILITY FOR ADDITIONAL TAXES**

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

[Remainder of page intentionally left blank; signature pages follow]
MIDTOWN and MONTROSE have executed this Agreement as of the Effective Date.

MIDTOWN:

MIDTOWN REDEVELOPMENT AUTHORITY,
a Texas non-profit local government corporation

By: ________________________
Name: Matt Thibodeaux
Title: Executive Director

MONTROSE:

MONTROSE COUNSELING CENTER, INC., a
Texas nonprofit corporation doing business as “The Montrose Center”

By: ________________________
Name: ________________________
Title: ________________________
MIDTOWN and MONTROSE have executed this Agreement as of the Effective Date.

MIDTOWN:

MIDTOWN REDEVELOPMENT AUTHORITY,
a Texas non-profit local government corporation

By: Matt Thibodeaux
Name: Matt Thibodeaux
Title: Executive Director

MONTROSE:

MONTROSE COUNSELING CENTER, INC., a
Texas nonprofit corporation doing business as “The Montrose Center”

By: Aaron Masterson
Name: Aaron Masterson
Title: President

RECEIVED BY:
STEWART TITLE GUARANTY COMPANY

By: Gail E. Kohl

OCTOBER 14, 2015
EXHIBIT A

Option Property

A TRACT OF LAND CONTAINING 2.8696 ACRES (125,000 SQUARE FEET), BEING ALL OF BLOCKS 1 AND 4 AND THE ADJOINING ABANDONED 50.00 FOOT STREET RIGHT-OF-WAY BETWEEN SAID BLOCKS OF THIRD WARD ADDITION TO THE CITY OF HOUSTON, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 40, PAGE 521 OF THE HARRIS COUNTY DEED RECORDS (H.C.D.R.), SITUATED IN THE JAMES S. HOLMAN SURVEY, ABSTRACT NO. 323, IN HARRIS COUNTY, TEXAS. SAID 2.8696 ACRE TRACT ALSO BEING THAT SAME TRACT RECORDED IN HARRIS COUNTY CLERK’S FILE NUMBER (H.C.C.F. NO.) Y838706 AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

(BEARINGS ARE BASED IN H.C.C.F. NO. Y838706)

BEGINNING at a 1/2 inch capped iron rod set (Precision) marking the east corner of said Block 1 and the herein described tract, said corner also being the intersection of the northwest right-of-way (R.O.W.) line of Bastrop Street (80 feet R.O.W.) with the southwest R.O.W. line of Cleburne Street (80 feet R.O.W.);

THENCE South 32° 52' 00" West, along the southeast line of said Blocks 1 and 4 and herein described tract and the northwest R.O.W. line of said Bastrop Street, a distance of 500.00 feet to a point for the south corner of said Block 4 and the herein described tract from which a 1/2 inch iron pipe found at South 61° 22' West, a distance of 0.55 feet, said corner also being the intersection of the northwest R.O.W. line of said Bastrop Street with the northeast R.O.W. line of Barbee Street (50 feet R.O.W.) from which a 1 inch pinched top pipe found at South 57° 08' 00" East, a distance of 80.00 feet;

THENCE North 57° 08' 00" West, along the southwest line of said Block 4 and the herein described tract and the northeast R.O.W. line of said Barbee Street, a distance of 250.00 feet to a point for the west corner of said Block 4 and the herein described tract, said corner also being the intersection of the northeast R.O.W. line of said Barbee Street with the southeast R.O.W. line of Hutchins Street (80 feet R.O.W.) from which a 3/4 inch iron rod found at South 32° 52' 00" West, a distance of 50.00 feet;

THENCE North 32° 52' 00" East, along the northwest line of said Blocks 1 and 4 and the herein described tract and the southeast R.O.W. line of said Hutchins Street, a distance of 500.00 feet to a 1/2 inch capped iron rod set (Precision) marking the north corner of said Block 1 and the herein described tract, said corner also being the intersection of the southeast R.O.W. line of said Hutchins Street with the southwest R.O.W. line of aforesaid Cleburne Street;

THENCE South 57° 08' 00" East, along the northeast line of said Block 1 and the herein described tract and the southwest R.O.W. line of said Cleburne Street, a distance of 250.00 feet to the POINT OF BEGINNING containing 2.8696 acres of land.
EXHIBIT B

Form of Special Warranty Deed

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER’S LICENSE NUMBER

SPECIAL WARRANTY DEED

THE STATE OF TEXAS

COUNTY OF HARRIS

THAT MIDTOWN REDEVELOPMENT AUTHORITY, a Texas non-profit local government corporation (“Grantor”), whose address is 410 Pierce Street, Suite 355, Houston, Texas 77002 for and in consideration of the sum of TEN AND NO/100THS DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, BARGAINED, SOLD, and CONVEYED and by these presents does GRANT, BARGAIN, SELL, AND CONVEY unto [MONTROSE COUNSELING CENTER, INC., a Texas nonprofit corporation doing business as “The Montrose Center”] (“Grantee”), whose address is 401 Branard Street, 2nd Floor, Houston, Texas 77006-5015, that certain tract or parcel of land in Harris County, Texas more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the “Land”), together with all improvements thereon and all rights and interests appurtenant thereto (such land, improvements, rights and interests are hereinafter collectively referred to as the “Property”).

This Special Warranty Deed (the “Deed”) and the conveyance hereinafore set forth is executed by Grantor and accepted by Grantee subject to the following matters (hereinafter referred to collectively as the “Permitted Encumbrances”):

a. All easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances and other matters of record (excluding prior conveyances of the surface estate) in the Official Public Records of Harris County, Texas which are applicable to and enforceable against the Property including, without limitation, those matters of record described in Exhibit A attached hereto and incorporated herein by this reference;

b. Any discrepancies, conflicts or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey of the Property would show;
c. Visible or apparent easements which encumber or affect the Property and do not appear of record in the Official Public Records of Harris County, Texas; and

d. Ad valorem taxes and assessments applicable to the Property for the current year, if any.

This Deed is additionally executed by Grantor and accepted by Grantee subject to the use restrictions set forth below which shall encumber the Property and constitute covenants running with the land (the "Restrictions").

RESTRICTION TO AFFORDABLE HOUSING USE

1. Definitions. Unless a particular word or phrase is otherwise defined or the context otherwise requires, capitalized words and phrases used in this Deed shall have the following meanings:

"Affordable Housing" means that 95% of the Units are leased to lessees whose annual income at initial occupancy does not exceed 60% of the Median Income, provided that no more than 40% of the total Units are leased to lessees whose annual income does not exceed 50% of the Median Income. For purposes of clarification, in the event a resident of a Unit meets the applicable Median Income thresholds of Affordable Housing definition set forth above at the time of Grantee's underwriting thereof, it shall not be a violation of the terms of these Restrictions if such resident's Median Income thereafter exceeds the applicable Median Income thresholds during the term of such resident's lease and occupancy of the Unit (as such lease may be amended, extended or renewed from time to time).

"Affordability Period" means the minimum period of time during which the Restrictions apply to the occupied residential units to be built on the Property ("Units"), which period shall be thirty (30) years after the date this Deed is recorded, unless the Zone is no longer in existence, in which case, the period shall end the first day that the Zone is no longer in existence.

"HUD" means the United States Department of Housing and Urban Development.

"Median Income" means the median income for the area in which the Zone is located, as determined by the Secretary of HUD, with adjustments for smaller and larger families, as of the date this Deed is recorded and thereafter as updated annually by the Secretary of HUD.

"Zone" means Reinvestment Zone Number Two, City of Houston, Texas, a tax increment reinvestment zone created by the City of Houston, Texas in accordance with Chapter 311, Texas Tax Code.

2. Restrictions. As a material portion of the consideration for this Deed and the conveyance hereinabove set forth, this Deed is executed by Grantor and accepted by Grantee subject to the following Restrictions which are hereby adopted and established for, imposed upon and made applicable to the Property:

The Property, and any improvements constructed on the Property, shall be used to provide Affordable Housing for a period of not less than the Affordability Period as defined in
this Deed. The Restrictions shall run with the Property, shall be binding on Grantee, its successors and assigns for the Affordability Period, and shall inure to the benefit of Grantor, its successors and assigns for the Affordability Period. Notwithstanding any provision of this Deed or applicable law to the contrary, these Restrictions shall automatically terminate without the requirement of further action of any party upon the expiration of the Affordability Period.

3. Covenants Running with the Land. All of the agreements, conditions, and restrictions contained in this Deed shall be deemed covenants running with the land and shall inure to the benefit of Grantee as the owner of the Property and each successor owner of any of the Property and the Grantor.

4. Reconveyance Right. If during the Affordability Period the Reconveyance Right Trigger Event occurs, Grantor reserves and shall have the right (the "Reconveyance Right"), but not the obligation, to require Grantee to reconvey the Property (together with all improvements thereon and appurtenances thereto) to Grantor in accordance with the terms and conditions of this Section 4.

(a) For purposes hereof, "Reconveyance Right Trigger Event" shall mean the failure of Grantee to complete the construction of the Units by December 31, 2018 (the "Completion Date"). For purposes of this Deed, completion of construction of the Units shall mean that construction of the Units is substantially complete and Grantee has obtained all permits and governmental authorizations required by applicable law for the use and occupancy of the Units, which shall be deemed satisfied by Grantee's receipt of a temporary certificate of occupancy (or local equivalent).

(b) Upon the occurrence of a Reconveyance Right Trigger Event, Grantor may elect to exercise the Reconveyance Right by giving written notice to Grantee (to be delivered by hand or by national overnight carrier to the address set forth in the introductory paragraph of this Deed). Closing under the valid exercise of the Reconveyance Right shall be completed within thirty (30) days from the date of Grantor’s notice to Grantee of its election to exercise its Reconveyance Right. Such closing shall occur at Grantor’s option, at the offices of the Grantor’s legal counsel or at a title company selected by Grantor, and at closing, the Property shall be reconveyed by Grantee to Grantor by special warranty deed, subject only to the Permitted Encumbrances and the Restrictions, but otherwise free and clear of any and all monetary liens and encumbrances incurred or permitted by Grantee. In the event Grantee fails to comply with the terms of this subparagraph (b) upon the valid exercise of the Reconveyance Right, Grantor shall have the right to pursue an action for specific performance of Grantee’s obligation to close in accordance with this Section 4 (b).

(c) The Reconveyance Right is and shall be subject and subordinate to any indebtedness secured by a first lien mortgage encumbering all of the Land ("First Lien Mortgage") without the requirement for further action or documentation of any party to this Deed or the beneficiary of such First Lien Mortgage ("First Lien Mortgagee"). Without limiting the generality of the foregoing, in the event Grantee incurs any such First Lien Mortgage, Grantee or the First Lien Mortgagee may give Grantor written notice thereof, and upon receipt of such notice, Grantor agrees to the following: (i)
deliver any notices given by Grantor to Grantee hereunder simultaneously to such First Lien Mortgagee, (ii) afford any such First Lien Mortgagee an additional sixty (60) days beyond the notice and cure periods set forth herein to cure any default by Grantee under the Restrictions, (iii) accept performance by any such First Lien Mortgagee of any of Grantee’s cure rights hereunder as performance by Grantee, and (iv) enter into an estoppel certificate or subordination agreement, in form acceptable to MIDTOWN, within thirty (30) days after written request by Grantee or such First Lien Mortgagee (which notice shall be accompanied by such First Lien Mortgagee’s proposed reasonable form thereof).

(d) The Reconveyance Right (i) is personal to Grantor, (ii) shall not be assignable by Grantor except to the City of Houston, and (iii) shall automatically terminate upon the completion of construction of the Units without further action of the parties burdened or benefited thereby. Without limiting the foregoing, upon the request of either party hereto after the completion of construction of the Units, the other shall promptly execute and deliver (and have notarized) an acknowledgement of the completion of construction of the Units and the termination of the Reconveyance Right in recordable form.

(e) Grantor agrees not to exercise the Reconveyance Right if the construction of the Units is not completed by Completion Date due to the occurrence of a Force Majeure Event (hereafter defined) provided that Grantee resumes and diligently pursues the completion of the construction of the Units after the Force Majeure Event has abated. “Force Majeure Event” shall mean any period or periods of delay caused by strikes, lockouts or other labor disputes; fire or other casualty; storms, floods or other inclement weather; terrorism, riots, insurrection or demonstrations; or any other causes (other than financial) beyond the reasonable control of the Grantee.

5. Attorney’s Fees. In the event any Party or Parties shall institute any action or proceeding, excluding any arbitration proceeding, against the other Party or Parties relating to the provisions of these Restrictions, then, and in that event, the non-prevailing Party or Parties in such action or proceeding shall reimburse the prevailing Party or Parties for the reasonable expenses of attorney’s fees and disbursements incurred in connection with such action or proceeding.

6. Governing Law. The Restrictions shall be governed by and construed in accordance with the laws of the State of Texas.

7. Remedies. After completion of construction of the Units and during the Affordability Period, in the event the Property fails to be used or operated to provide Affordable Housing for a period of greater than 180 days after written notice by Grantor to Grantee (and any First Lien Mortgagee, if applicable), Grantor shall have the right to seek (a) an injunction to enjoin the future leasing of the Units to residents who do not meet the Median Income thresholds of Affordable Housing definition set forth above, or (b) any and all other remedies at law or in equity to which Grantor is entitled. Notwithstanding any provision hereof to the contrary, (x) in no event shall Grantor be entitled to seek damages or other legal or equitable remedies for a violation of the Restrictions, unless Grantee violates the Restrictions for a period of greater than
180 days after written notice by Grantor to Grantee (and any First Lien Mortgagee, if applicable); (y) any claim for damages arising from a violation of the Restrictions shall be limited to actual damages, and (z) in no event shall any party to this Deed be subject to a claim for punitive, special or consequential damages.

8. Waiver of Default. No waiver of any violation of the Restrictions shall be implied from any omission by any benefited party to take any action in respect of such violation if such violation continues or is repeated. No express waiver of any violation shall affect any violation or cover any period of time other than the violation and period of time specified in such express waiver. One or more waivers of any violation of any term contained in this shall not be deemed to be a waiver of any subsequent violation of the same term contained in the Restrictions. The consent or approval by any party to or of any act or request by any other party requiring consent or approval shall not be deemed to waive or render unnecessary the consent to or approval of any subsequent similar acts or requests. The rights and remedies given to any party by the Restrictions shall be deemed to be cumulative and no one of such rights and remedies shall be exclusive of any of the others, or of any other right or remedy at law or in equity, which any such party might otherwise have by virtue of a violation under the Restrictions, and the exercise of one such right or remedy by any such party shall not impair such party's standing to exercise any other right or remedy.

9. Amendments. The Restrictions may be amended or modified only by a written instrument executed by all of the then owners of the Land, their respective First Lien Mortgagees, if any, and the Grantor or its successors and assigns. Any early termination of the Restrictions (as opposed to termination upon expiration of the Affordability Period) will require the prior written consent of all owners of the Land, their respective First Lien Mortgagees, if any, and the Grantor or its successors and assigns. Each of such owners will provide the name and address of applicable First Lien Mortgagees upon receipt of a written request therefor from any owner seeking to amend the Restrictions or from Grantor or its successors and assigns.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereunto in anywise belonging, unto Grantee, its successors and assigns forever, and Grantor does hereby bind itself, and its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the title to the Property unto the said Grantee, its successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, BY, THROUGH, OR UNDER GRANTOR, BUT NOT OTHERWISE subject to the Permitted Encumbrances, the Restrictions and the matters herein stated.

EXCEPT WITH RESPECT TO THE OBLIGATIONS OF GRANTOR EXPRESSLY SET FORTH IN THAT CERTAIN OPTION AGREEMENT DATED JUNE 30, 2015 BETWEEN GRANTOR AND GRANTEE (THE "AGREEMENT") WHICH EXPRESSLY SURVIVE THE CLOSING OF THE TRANSACTION PURSUANT TO THE AGREEMENT OR CONTEMPLATE PERFORMANCE AFTER THE DATE OF THIS DEED, THE REPRESENTATIONS AND WARRANTIES OF SELLER EXPRESSLY SET FORTH IN THE AGREEMENT AND THE WARRANTY OF TITLE IN THIS SPECIAL WARRANTY DEED (THE "SURVIVING OBLIGATIONS"): 

#4913162.4
(a) THE PROPERTY IS BEING ACQUIRED "AS IS, WHERE IS, AND 
WITH ALL FAULTS;" AND 

(b) GRANTOR MAKES NO REPRESENTATION OR WARRANTY, 
EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE CONDITION, 
VALUE OR QUALITY OF ANY OF THE PROPERTY, OR THE USE OR 
SUITABILITY THEREOF FOR ANY INTENDED PURPOSE, OR THE 
ABSENCE OF ANY LATENT OR PATENT DEFECTS THEREIN, OR THE 
WORKMANSHIP THEREOF, OR THE EXISTENCE, COMPLIANCE WITH OR 
SUFFICIENCY OF ANY LICENSES HELD OR REQUIRED IN CONNECTION 
WITH THE OWNERSHIP, USE OR OPERATION THEREOF, OR WITH 
RESPECT TO THE STATUS, ASSIGNABILITY OR RIGHTS UNDER ANY 
CONTRACT, LICENSE OR ANY OTHER MATTERS, OR THE RISKS THAT 
MIGHT BE ENCOUNTERED IN THE OPERATION THEREOF. 

THE PROVISIONS OF THIS SECTION HAVE BEEN NEGOTIATED BY THE 
PARTIES HERETO AFTER DUE CONSIDERATION AND, EXCEPT FOR THE 
SURVIVING OBLIGATIONS, ARE INTENDED TO BE A COMPLETE EXCLUSION 
AND NEGATION OF ANY REPRESENTATIONS AND WARRANTIES, WHETHER 
EXPRESS OR IMPLIED OR STATUTORY, WITH RESPECT TO THE PROPERTY 
AND RIGHTS THAT MAY ArISE PURSUANT TO ANY LAW NOW OR HEREAFTER 
IN EFFECT, OR OTHERWISE. GRANTEE HAS BEEN THE OPPORTUNITY TO 
PERFORM THE DUE DILIGENCE IT DEEMS NECESSARY IN ORDER TO MAKE 
AN INFORMED DECISION AS TO WHETHER TO ACQUIRE THE PROPERTY. 
NOTWITHSTANDING ANY PROVISION OF THIS DEED TO THE CONTRARY, THE 
AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTY THERETO 
ARE PERSONAL TO GRANTOR AND GRANTEE, AND THE REFERENCE TO THE 
AGREEMENT IN THIS DEED IS NOT INTENDED TO CAUSE THE AGREEMENT 
TO BE A LIEN OR ENCUMBRANCE ON TITLE TO THE PROPERTY, TO RUN WITH 
TITLE TO THE LAND OR TO BE BINDING UPON GRANTEE'S SUCCESSORS AND 
ASSIGNS. 

Ad valorem taxes on the Property, if any, for the year in which this Deed is recorded 
("Current-Year Taxes") have been prorated as of the date hereof, with Grantor giving a credit to 
Grantee of its proportionate share of any such Current-Year Taxes. Grantee, by its acceptance of 
this Special Warranty Deed assumes the payment of any Current-Year Taxes, taxes for 
subsequent years, and, solely to the extent the same are due to Grantee's change in usage of the 
Property, any ad valorem taxes on the Property for years prior to the Current-Year Taxes; 
provided, however, Grantee by its acceptance of this Special Warranty Deed does not assume 
payment of any ad valorem taxes on the Property for prior years due to changes in land usage of 
the Property by Grantor or denial of a special use valuation on the Property claimed by Grantor, 
or delinquent taxes for any year prior to Current-Year Taxes, each of which shall remain the 
obligation of Grantor. 

[Execution Page to Follow]
EXECUTED this the ______ day of _____________, 20____

GRANTOR

MIDTOWN REDEVELOPMENT
AUTHORITY, a Texas non-profit local government corporation

By: _________________________________
Name: _______________________________
Title: _______________________________

THE STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this ____ day of _____________, 20____, by _____________________, __________________ of MIDTOWN REDEVELOPMENT
AUTHORITY, a Texas non-profit local government corporation, on behalf of said entity.

___________________________________
Notary Public in and for the State of Texas

My commission expires: ____________________

[SEAL]
GRANTEE:

MONTROSE COUNSELING CENTER, INC., a Texas nonprofit corporation doing business as "The Montrose Center"

By: ______________________________
Name: ______________________________
Title: ______________________________

THE STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on this ___ day of __________, 20___, by ________________________, ____________________________ of MONTROSE COUNSELING CENTER, INC., a Texas nonprofit corporation doing business as "The Montrose Center", on behalf of said entity.

Notary Public in and for the State of Texas

My commission expires: ______________

[SEAL]
EXHIBIT A

PROPERTY DESCRIPTION

A TRACT OF LAND CONTAINING 2.8696 ACRES (125,000 SQUARE FEET), BEING ALL OF BLOCKS 1 AND 4 AND THE ADJOINING ABANDONED 50.00 FOOT STREET RIGHT-OF-WAY BETWEEN SAID BLOCKS OF THIRD WARD ADDITION TO THE CITY OF HOUSTON, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 40, PAGE 521 OF THE HARRIS COUNTY DEED RECORDS (H.C.D.R.), SITUATED IN THE JAMES S. HOLMAN SURVEY, ABSTRACT NO. 323, IN HARRIS COUNTY, TEXAS. SAID 2.8696 ACRE TRACT ALSO BEING THAT SAME TRACT RECORDED IN HARRIS COUNTY CLERK’S FILE NUMBER (H.C.C.F. NO.) Y838706 AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

(BEARINGS ARE BASED IN H.C.C.F. NO. Y838706)

BEGINNING at a 1/2 inch capped iron rod set (Precision) marking the east corner of said Block 1 and the herein described tract, said corner also being the intersection of the northwest right-of-way (R.O.W.) line of Bastrop Street (80 feet R.O.W.) with the southwest R.O.W. line of Cleburne Street (80 feet R.O.W.);

THENCE South 32° 52' 00" West, along the southeast line of said Blocks 1 and 4 and herein described tract and the northwest R.O.W. line of said Bastrop Street, a distance of 500.00 feet to a point for the south corner of said Block 4 and the herein described tract from which a 1/2 inch iron pipe found at South 61° 22' West, a distance of 0.55 feet, said corner also being the intersection of the northwest R.O.W. line of said Bastrop Street with the northeast R.O.W. line of Barbee Street (50 feet R.O.W.) from which a 1 inch pinched top pipe found at South 57° 08' 00" East, a distance of 80.00 feet;

THENCE North 57° 08' 00" West, along the southwest line of said Block 4 and the herein described tract and the northeast R.O.W. line of said Barbee Street, a distance of 250.00 feet to a point for the west corner of said Block 4 and the herein described tract, said corner also being the intersection of the northeast R.O.W. line of said Barbee Street with the southeast R.O.W. line of Hutchins Street (80 feet R.O.W.) from which a 3/4 inch iron rod found at South 32° 52' 00" West, a distance of 50.00 feet;

THENCE North 32° 52' 00" East, along the northwest line of said Blocks 1 and 4 and the herein described tract and the southeast R.O.W. line of said Hutchins Street, a distance of 500.00 feet to a 1/2 inch capped iron rod set (Precision) marking the north corner of said Block 1 and the herein described tract, said corner also being the intersection of the southeast R.O.W. line of said Hutchins Street with the southwest R.O.W. line of aforesaid Cleburne Street;

THENCE South 57° 08' 00" East, along the northeast line of said Block 1 and the herein described tract and the southwest R.O.W. line of said Cleburne Street, a distance of 250.00 feet to the POINT OF BEGINNING containing 2.8696 acres of land.
EXHIBIT B

PERMITTED ENCUMBRANCES OF RECORD

[To be inserted from title commitment.]
FIRST AMENDMENT
TO OPTION AGREEMENT

THIS FIRST AMENDMENT TO OPTION AGREEMENT (this “Amendment”) is entered into as of June 2, 2016 (the “Effective Date”), by and between Midtown Redevelopment Authority, a Texas non-profit local government corporation (“Midtown”) and Montrose Counseling Center, Inc., a Texas non-profit corporation doing business as the “The Montrose Center” (“Montrose”). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to the same in the Option Agreement (defined below).

RECITALS:

Midtown and Montrose entered into that certain Option Agreement dated as of June 30, 2015 (the “Agreement”) regarding the grant by Midtown to Montrose of an option to acquire the Option Property for the development of an affordable housing project for seniors, subject to the terms and conditions set forth in the Option Agreement; and

Midtown and Montrose have agreed to amend the provisions of the Option Agreement related to the Outside Option Exercise Date in accordance with the terms of this Amendment.

AGREEMENT:

In consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Midtown and Montrose, the parties hereto agree as follows:

1. The Outside Option Exercise Date as defined in Section 2 of the Option Agreement is hereby extended from June 1, 2016 to December 31, 2016.

2. Except as modified by this Amendment, the Option Agreement shall remain in full force and effect and binding upon Midtown and Montrose in accordance with its terms. In the event the terms and provisions of the Option Agreement conflict with the terms and provisions of this Amendment, the terms and provisions of this Amendment shall control.

3. Midtown and Montrose agree to execute and deliver such additional documentation and take such actions as may be necessary to evidence and effectuate the agreements of the parties set forth in this Amendment.

4. To facilitate execution of this Amendment, this Amendment may be executed in multiple counterparts, each of which, when assembled to include an original, scanned or faxed signature for each party contemplated to sign this Amendment, will constitute a complete and fully executed agreement. All such fully executed original, scanned or faxed counterparts will collectively constitute a single agreement.
Midtown and Montrose have executed this Agreement to be effective as of the Effective Date.

MIDTOWN REDEVELOPMENT AUTHORITY, a Texas non-profit local government corporation

By: Matt Thibodeaux, Executive Director

MONTROSE COUNSELING CENTER, INC., a Texas non-profit corporation doing business as “The Montrose Center”

By: ______________________
Name: ______________________
Title: ______________________
Midtown and Montrose have executed this Agreement to be effective as of the Effective Date.

MIDTOWN REDEVELOPMENT AUTHORITY,  
a Texas non-profit local government corporation

By: Matt Thibodeaux, Executive Director

MONTROSE COUNSELING CENTER, INC., a  
Texas non-profit corporation doing business as “The Montrose Center”

By: 
Name: 
Title: 

RECEIVED BY:  
STEWART TITLE GUARANTY COMPANY

By: GAIL E. ROHL  
JANUARY 4, 2017
SECOND AMENDMENT
TO OPTION AGREEMENT

THIS SECOND AMENDMENT TO OPTION AGREEMENT (this "Amendment") is entered into as of December 30, 2016 (the "Effective Date"), by and between Midtown Redevelopment Authority, a Texas non-profit local government corporation ("Midtown") and Montrose Counseling Center, Inc., a Texas non-profit corporation doing business as the "The Montrose Center" ("Montrose"). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to the same in the Option Agreement (defined below).

RECITALS:

Midtown and Montrose entered into that certain Option Agreement dated as of June 30, 2015, as amended by that First Amendment to Option Agreement dated as of June 2, 2016 (together, the "Option Agreement") regarding the grant by Midtown to Montrose of an option to acquire the Option Property for the development of an affordable housing project for seniors, subject to the terms and conditions set forth in the Option Agreement; and

Midtown and Montrose have agreed to amend the provisions of the Option Agreement related to the Outside Option Exercise Date in accordance with the terms of this Amendment.

AGREEMENT:

In consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Midtown and Montrose, the parties hereto agree as follows:

1. The Outside Option Exercise Date as defined in Section 2 of the Option Agreement is hereby extended from December 31, 2016 to June 30, 2018.

2. Except as modified by this Amendment, the Option Agreement shall remain in full force and effect and binding upon Midtown and Montrose in accordance with its terms. In the event the terms and provisions of the Option Agreement conflict with the terms and provisions of this Amendment, the terms and provisions of this Amendment shall control.

3. Midtown and Montrose agree to execute and deliver such additional documentation and take such actions as may be necessary to evidence and effectuate the agreements of the parties set forth in this Amendment.

4. To facilitate execution of this Amendment, this Amendment may be executed in multiple counterparts, each of which, when assembled to include an original, scanned or faxed signature for each party contemplated to sign this Amendment, will constitute a complete and
fully executed agreement. All such fully executed original, scanned or faxed counterparts will collectively constitute a single agreement.

Midtown and Montrose have executed this Amendment to be effective as of the Effective Date.

MIDTOWN REDEVELOPMENT AUTHORITY,
a Texas non-profit local government corporation

By: Matt Thibodeaux, Executive Director

MONTROSE COUNSELING CENTER, INC., a
Texas non-profit corporation doing business as “The Montrose Center”

By: Name: STREITEN A. MYERS
Title: PRESIDENT

RECEIVED BY:
STEWART TITLE GUARANTY COMPANY

By: GAIL E. KOHL, VP
JANUARY 4, 2017
THIRD AMENDMENT
TO OPTION AGREEMENT

THIS THIRD AMENDMENT TO OPTION AGREEMENT (this “Amendment”) is entered into as of January 5, 2018 (the “Effective Date”), by and between Midtown Redevelopment Authority, a Texas non-profit local government corporation (“Midtown”) and Montrose Counseling Center, Inc., a Texas non-profit corporation doing business as the “The Montrose Center” (“Montrose”). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to the same in the Option Agreement (defined below).

RECITALS:

Midtown and Montrose entered into that certain Option Agreement dated as of June 30, 2015, as amended by that First Amendment to Option Agreement dated as of June 2, 2016 and that Second Amendment to Option Agreement dated as of December 30, 2016 (together, the “Option Agreement”) regarding the grant by Midtown to Montrose of an option to acquire the Option Property for the development of an affordable housing project for seniors, subject to the terms and conditions set forth in the Option Agreement; and

Midtown and Montrose have agreed to amend the provisions of the Option Agreement related to the Outside Option Exercise Date in accordance with the terms of this Amendment.

AGREEMENT:

In consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Midtown and Montrose, the parties hereto agree as follows:

1. The Outside Option Exercise Date as defined in Section 2 of the Option Agreement is hereby extended from June 30, 2018 to December 31, 2018.

2. Except as modified by this Amendment, the Option Agreement shall remain in full force and effect and binding upon Midtown and Montrose in accordance with its terms. In the event the terms and provisions of the Option Agreement conflict with the terms and provisions of this Amendment, the terms and provisions of this Amendment shall control.

3. Midtown and Montrose agree to execute and deliver such additional documentation and take such actions as may be necessary to evidence and effectuate the agreements of the parties set forth in this Amendment.

4. To facilitate execution of this Amendment, this Amendment may be executed in multiple counterparts, each of which, when assembled to include an original, scanned or faxed signature for each party contemplated to sign this Amendment, will constitute a complete and
fully executed agreement. All such fully executed original, scanned or faxed counterparts will collectively constitute a single agreement.

Midtown and Montrose have executed this Amendment to be effective as of the Effective Date.

MIDTOWN REDEVELOPMENT AUTHORITY,
a Texas non-profit local government corporation

By: 
Matt Thibodeaux, Executive Director

MONTROSE COUNSELING CENTER, INC., a
Texas non-profit corporation doing business as "The Montrose Center"

By: 
Name: GRETCHEN MYERS
Title: BOARD PRESIDENT
RECEIVED BY:
STEWART TITLE GUARANTY COMPANY

GLORIA COVERT
February 19, 2018
FOURTH AMENDMENT
TO OPTION AGREEMENT

THIS FOURTH AMENDMENT TO OPTION AGREEMENT (this "Amendment") is entered into as of February 22, 2018 (the "Effective Date"), by and between Midtown Redevelopment Authority, a Texas non-profit local government corporation ("Midtown") and The Montrose Center ("Montrose"), a Texas non-profit corporation, formerly known as Montrose Counseling Center, Inc. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to the same in the Option Agreement (defined below).

RECITALS:

Midtown and Montrose entered into that certain Option Agreement dated as of June 30, 2015, as amended by that First Amendment to Option Agreement dated as of June 2, 2016, as further amended by that Second Amendment to Option Agreement dated as of December 30, 2016, and as further amended by that Third Amendment to Option Agreement dated as of January 5, 2018 (together, the "Option Agreement") regarding the grant by Midtown to Montrose of an option to acquire the Option Property for the development of an affordable housing project for seniors, subject to the terms and conditions set forth in the Option Agreement; and

Midtown and Montrose have agreed to amend the provisions of the Option Agreement to reflect Montrose's current name, and to amend the description of the Option Property in accordance with a plat filed after the date of the Option Agreement.

AGREEMENT:

In consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Midtown and Montrose, the parties hereto agree as follows:

1. Pursuant to the Amended and Restated Certificate of Formation of Montrose Counseling Center, Inc., which was executed on November 16, 2017 and filed with the Office of the Secretary of State of Texas on January 22, 2018, the name of the corporation is now changed to "The Montrose Center." All references in the Option Agreement as amended to "Montrose" now mean The Montrose Center, a Texas non-profit corporation, formerly known as The Montrose Counseling Center, Inc.

2. The Option Property, previously described by a metes and bounds description in Exhibit "A" to the Option Agreement as a 2.8696 acre tract of land, has been re-platted as a subdivision known as Cleburne Senior Living, which was approved by the Planning Commission of the City of Houston on October 25, 2016, and filed of record on October 27, 2016. The following description replaces the previous legal description on Exhibit "A" to the Option Agreement, and references to the "Option Property" shall mean the following:

All of Unrestricted Reserve "A" of Cleburne Senior Living, a subdivision in Harris County, Texas, according to the map or plat thereof filed of record under
3. Except as modified by this Amendment, the Option Agreement shall remain in full force and effect and binding upon Midtown and Montrose in accordance with its terms. In the event the terms and provisions of the Option Agreement conflict with the terms and provisions of this Amendment, the terms and provisions of this Amendment shall control.

4. Midtown and Montrose agree to execute and deliver such additional documentation and take such actions as may be necessary to evidence and effectuate the agreements of the parties set forth in this Amendment.

5. To facilitate execution of this Amendment, this Amendment may be executed in multiple counterparts, each of which, when assembled to include an original, scanned or faxed signature for each party contemplated to sign this Amendment, will constitute a complete and fully executed agreement. All such fully executed original, scanned or faxed counterparts will collectively constitute a single agreement.

Midtown and Montrose have executed this Amendment to be effective as of the Effective Date.

MIDTOWN REDEVELOPMENT AUTHORITY,
a Texas non-profit local government corporation

By: Matt Thibodeaux, Executive Director

THE MONTROSE CENTER,
a Texas non-profit corporation

By: Gretchen Myers
Name: Board President
Title:
THE FOLLOWING COMMITMENT FOR TITLE INSURANCE IS NOT VALID UNLESS YOUR NAME AND THE POLICY AMOUNT ARE SHOWN IN SCHEDULE A, AND OUR AUTHORIZED REPRESENTATIVE HAS COUNTERSIGNED BELOW.

COMMITMENT FOR TITLE INSURANCE
ISSUED BY

STEWART TITLE GUARANTY COMPANY

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

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

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

Countersigned by:

STEWART TITLE GUARANTY COMPANY
– DIRECT OPERATIONS
1980 Post Oak Blvd,
Houston, Texas 77056
Agent ID: 43A078
CONDITIONS AND STIPULATIONS

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

2. Our liability is only to you, and others who are included in the definition of Insured in the Policy to be issued. Our liability is only for actual loss incurred in your reliance on this Commitment to comply with its requirements or to acquire the interest in the land. Our liability is limited to the amount shown in Schedule A of this Commitment and will be subject to the following terms of the Policy: Insuring Provisions, Conditions and Stipulations, and Exclusions.

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

FOR INFORMATION, OR TO MAKE A COMPLAINT CALL OUR TOLL-FREE TELEPHONE NUMBER

1-800-729-1902

ALSO YOU MAY CONTACT THE TEXAS DEPARTMENT OF INSURANCE AT

1-800-252-3439

to obtain information on:
1. filing a complaint against an insurance company or agent,
2. whether an insurance company or agent is licensed,
3. complaints received against an insurance company or agent,
4. policyholder rights, and
5. a list of consumer publications and services available through the Department.

YOU MAY ALSO WRITE TO THE TEXAS DEPARTMENT OF INSURANCE
P.O. BOX 149104
AUSTIN, TEXAS 78714-9104
FAX NO. (512) 490-1007

## AVISO IMPORTANTE

PARA INFORMACION, O PARA SOMETER UNA QUEJA LLAME AL NUMERO GRATIS

1-800-729-1902

TAMBién PUEDE COMUNICARSE CON EL DEPARTAMENTO DE SEGUROS DE TEXAS AL

1-800-252-3439

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

TAMBIÉN PUEDE ESCRIBIR AL DEPARTAMENTO DE SEGUROS DE TEXAS
P.O. BOX 149104
AUSTIN, TEXAS 78714-9104
FAX NO. (512) 490-1007
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, ensure that the purchaser has title to the mineral rights related to the surface estate.

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

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

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

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

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

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-800-729-1902 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

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

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

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

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

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

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

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

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

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

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

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

3. Record title to the land on the Effective Date appears to be vested in:

   **MIDTOWN REDEVELOPMENT AUTHORITY**

4. Legal description of the land:

   All of CLEBURNE SENIOR LIVING, a subdivision in Harris County, Texas according to the map or plat thereof recorded under Film Code No. 679687 of the Map Records of Harris County, Texas.
In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorney's fees, and expenses resulting from:

1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):
   a. Restrictive Covenants as set out in Film Code No. 679687 of the Map Records of Harris County, Texas.

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

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

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

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

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

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

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

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

10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):
   a. This item deleted.
b. Unobstructed easements ten (10) feet wide at two (2) separate locations shown on Sketch attached together with twenty (20) foot aerial easements twenty (20) feet above the ground upward with the same center line as at ground level, granted to Houston Lighting & Power Company by instrument July 2, 1971, recorded in under Clerk's File No. D-371796 of the Real Property Records of Harris County, Texas.

c. Subject to Memorandum of Option Agreement in favor of MONTROSE COUNSELING CENTER INC as set forth in instrument recorded under Clerk's File No. 20150382621 of the Real Property Records of Harris County, Texas

d. Subject to all building set back lines, visibility triangles, pedestrian access and utility and future rail lines as reflected on the recorded plat under Film Code number 679687 of the Map Records of Harris County, Texas.

e. An easement for drainage purposes extending a distance of 15 feet on each side of the centerline of all natural drainage courses, as reflected by the recorded plat under Film Code number 679687 of the Map Records of Harris County, Texas.

f. Subject to any easements, rights-of-way, roadways, encroachments, etc., which a survey or physical inspection of the premises might disclose.

g. Rights of tenants and assigns, as tenants only, under currently effective lease agreements.

h. 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 interests that are not listed.
SCHEDULE C

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

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

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

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

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

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

6. Note: We find no outstanding liens of record affecting the subject property. Inquiry should be made concerning the existence of any unrecorded lien or other indebtedness which could give rise to any security interest claim in the subject property.

7. Subject property is located in the Greater Southeast Management District. This district may issue an unlimited amount of bonds, levy an unlimited rate of tax in payment of such bonds, and impose a standby fee on property in the district that has water or sewer facilities available but not connected. The most recent rate of taxes levied by the district on real property is $0.115 on each $100.00 of assessed valuation. The total amount of voter approved bonds is $0.00 and the aggregate principal amount of all bonds issued for specific facilities is $0.00. The amount of the standby fee is $0.00.

8. Prior to the issuance of any policy, Seller is to furnish a properly executed and acknowledged Notice in compliance with the provisions set forth in Section 49.452 and 49.231 of the Texas Water Code, which Notice must be signed and acknowledged by the Purchaser and subsequently filed in the Real Property Records of Harris County, Texas.

9. We must be furnished with a Corporate Resolution by the Board of Directors of MIDTOWN REDEVELOPMENT AUTHORITY authorizing the current transaction and naming the Officers authorized to execute the necessary instruments.

10. Closer is to satisfy himself/herself that the record owner is a corporation in good standing with the Secretary of State, and is authorized to do business in the State of Texas.

11. If a boundary deletion is required, we must be furnished with a new survey showing a plat and containing the correct metes and bounds description of the property to be insured, made by a Licensed Public Surveyor of the...
SCHEDULE C

State of Texas, acceptable to this company. When same is submitted, it is to be returned to the Examiner for inspection and approval. If prior survey is acceptable, we will require a survey affidavit stating no improvements have been added.

12. City of Houston Ordinance 1999-262, relating to rules, regulations and design standards for development and platting and providing for the establishment of building setback lines. (For Information Only)

NOTE: Title by virtue of Deed Recorded under Clerk’s File No. Y-838706 of the Real Property Records of Harris County, Texas.
The information contained in this Schedule (D) does not affect title to or the lien upon the land described in Schedule A hereof, to be insured in any policy(ies) of title insurance to be issued in accordance with this Commitment.

As to Stewart Title Guaranty Company, underwriting herein, the following disclosures are made as of December 31, 2013:

A-1. Shareholders owning, controlling or holding, either personally or beneficially, 10% or more of the shares of Stewart Title Guaranty Company as of the last day of the year preceding the date hereinabove set forth are as follows: Stewart Information Services Corporation -100%

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

A-3. The fifteen designated officers of Stewart Title Guaranty Company as of the date hereinabove set forth are as follows: Matthew Morris, Chief Executive Officer & President; Allen Berryman, Chief Financial Officer & Assistant Secretary-Treasurer; Murshid Khan, Chief Information Officer; Susan McLauchlan, Chief Human Resources Officer; Stewart Morris, Jr., Senior Chairman of the Board; Malcolm S. Morris, Chairman of the Board & Counsel; Glenn Clements, Group President – Direct Operations; George Houghton, Group President – Agency Operations; Jason Nadeau, Group President – Mortgage and Title Services; John Killea, General Counsel & Chief Compliance Officer; Bruce Hawley, Executive Vice President – National Title Services; Mark Winter, Executive Vice President – Public Policy; Richard Black, Senior Vice President – Underwriting Counsel; James Gosdin, Senior Vice President – Chief Underwriting Counsel & Associate General Counsel; John Rothermel, Senior Vice President – Regional Underwriting Counsel.

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

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

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

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

B-4: If Title Insurance Agent is a corporation, the following is a list of its officers:
Matthew W. Morris, Chairman, Chief Executive Officer and President
Allen Berryman, Chief Financial Officer, Assistant Secretary-Treasurer
John L. Killea, General Counsel
Denise Carraux, Secretary & Assistant Treasurer
Ken Anderson, Jr., Treasurer and Assistant Secretary

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

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

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

Of this total amount 15% will be paid to Stewart Title Guaranty Company; 85% (Less $675.00) will be retained by Title Insurance Agent; and any remainder of the estimated premium will be paid to other parties as follows:

<table>
<thead>
<tr>
<th>Amount</th>
<th>To Whom</th>
<th>For Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>$675.00</td>
<td>Stewart Title Company</td>
<td>Title Evidence &amp; Exam</td>
</tr>
</tbody>
</table>

“*The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance.”
ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Insurance Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator’s award.

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

The arbitration provision in the Policy is as follows:

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

_________________________________________  __________________________
SIGNATURE                                      DATE
STG Privacy Notice
Stewart Title Companies

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

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

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

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

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

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

SHARING PRACTICES

How often do the Stewart Title Companies notify me about their practices? We must notify you about our sharing practices when you request a transaction.

How do the Stewart Title Companies protect my personal information? To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.

How do the Stewart Title Companies collect my personal information? We collect your personal information, for example, when you request insurance-related services; provide such information to us; We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.

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

Contact us:  If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056

File No.: 15000332967

Page 1
Revised 11-19-2013
February 20, 2018

File No.: 15000332967
Title Insurance Commitment and Title Data, Inc.

Dear Customer:

The attached title insurance commitment contains information which has been obtained or derived from records and information owned by Texas Title Data, Inc. ("Texas Title Data"). Texas Title Data owns and maintains land title plants for various Texas counties, and has granted our company a license to use one or more of these title plants.

Our company's right to access and use Texas Title Data's title plants is governed by the agreement we have with Texas Title Data. This agreement restricts who can receive and/or use a title insurance commitment which is based, in whole or in part, upon Texas Title Data's records and information.

We are permitted by Texas Title Data to provide your company with this title insurance commitment if and only if (i) your company is not licensed as a Texas title insurance agent or direct for county to which this title insurance commitment pertains (unless you are licensed by virtue of a contract with Texas Title Data to access its title plant for this county), (ii) your company is not under contract to a non-Texas Title Data title plant service for the county to which this title insurance commitment pertains, and (iii) you use this title insurance commitment only for the issuance of a title insurance policy (the foregoing collectively referred to herein as the "Eligibility Requirements"). In the event your company does not satisfy all of the Eligibility Requirements, immediately return this title insurance commitment to our company without reviewing, copying, or otherwise utilizing in any way the information contained therein.

Therefore, as an express condition for us providing you with the attached title insurance commitment and your acceptance and use thereof, you specifically agree (i) that your company meets the Eligibility Requirements, (ii) not to furnish this title insurance commitment (or any copies thereof) to any title insurance company or agent, and (iii) to indemnify and hold harmless our company from and against any liquidated damages assessed against us by Texas Title Data and all other liabilities, losses or damages incurred by us relating to, or arising out of, our company's providing this title insurance commitment to you.

IN THE EVENT YOUR COMPANY IS UNABLE OR UNWILLING TO COMPLY WITH THESE CONDITIONS, IMMEDIATELY RETURN THIS TITLE INSURANCE COMMITMENT TO OUR COMPANY, WITHOUT REVIEWING, COPYING, OR OTHERWISE UTILIZING IN ANY WAY THE INFORMATION CONTAINED THEREIN.

Thank you for your business.

Sincerely,

Stewart Title Guaranty Company - Commercial Services

Carol Wright
# 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.). Below this form, provide a plat of the acquisitions that correspond to each distinct development site. The plat should state the dimensions of each tract and identify the address, legal description and acreage. If the development site boundaries do not match the boundaries of the platted acquisitions, provide an overlay plat of the development site.

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### Contract 1

<table>
<thead>
<tr>
<th>Contract Number</th>
<th>Census Tract</th>
<th>Acreage</th>
<th>Date of Sale</th>
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<th>Name of Seller Entity</th>
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**Seller Address**

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

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

**If yes above, describe relationship:**

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

<table>
<thead>
<tr>
<th>Address</th>
<th>Abbreviated Legal</th>
<th>Acres</th>
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**Street Address**

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If a revised form is submitted, date of submission: ____________
### Census Tract Acreage Date of Sale

<table>
<thead>
<tr>
<th>Street Address</th>
<th>City</th>
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</thead>
<tbody>
<tr>
<td>Contact Name for Seller</td>
<td>Name of Seller Entity</td>
</tr>
<tr>
<td>Only list if owner has owned &lt;36 mos.</td>
<td>Only list if owner has owned &lt;36 mos.</td>
</tr>
<tr>
<td>Contact Name for Previous Seller</td>
<td>Name of Previous Seller Entity</td>
</tr>
</tbody>
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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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<table>
<thead>
<tr>
<th>a. Address</th>
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<th>Acres</th>
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<td>b. Address</td>
<td>Abbreviated Legal</td>
<td>Acres</td>
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<tr>
<td>c. Address</td>
<td>Abbreviated Legal</td>
<td>Acres</td>
</tr>
</tbody>
</table>

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

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

** US Representative

State Senator

Support Letter

City Mayor

School Superintendent

Presiding officer of Board of Trustees

** Rhonda Skillern-Jones, President HISD

Presidential officer of Board of Trustees

Email

School Superintendent

Email

Address

City

District

Address

City

District

Address

City

District

Email

Address

City

Zip

Address

City

Zip

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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Organizations were identified in the Pre-Application, and there have been no changes.
(If above is checked, these forms may be left **BLANK**)

<table>
<thead>
<tr>
<th></th>
<th>Name of Organization</th>
<th>Contact Name</th>
<th>Address</th>
<th>City</th>
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<td>No.</td>
<td>Name of Organization</td>
<td>Contact Name</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.

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;
- State representative of the district containing the Development.

While not required to be submitted in this Application, I have kept evidence of all notifications made and this evidence may be requested by the Department at any time during the Application review.

Part 3. No Neighborhood Organizations exist (competitive HTC only):

I (We) certify that no Neighborhood Organizations exist for which this Application would be eligible to receive points under §11.9(d)(4) of the QAP or for which notification is required.

Part 4. Certification

By:

Signature of Applicant/Development Owner

Ann J. Robison, Authorized Representative

Printed Name

February 20, 2018

Date

Notarize on next page
CERTIFICATION OF NOTIFICATIONS (continued)

TEXAS
Notary Public, State of

HARRIS
County of

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 21st day of February, 2018

Notary Public Signature

[Notary Public Seal]
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 # 17250
   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.

   2222 Cleburne is a proposed 112 unit apartment complex to be located at 2222 Cleburne, Houston, TX 77004. The proposed new construction development is intended to serve residents that are 62 years of age and older earning between 30% and 60% of the AMI and the rents will be correspondingly reduced. The Development Site is located within the boundaries of Revitalization Zone Number 7 (TIRZ #7), City of Houston, TX, an area of the City of Houston generally referred to as the Old Spanish Trail/Almeda Corridor. The construction quality will be that of a market rate apartment complex with a community room, recreation areas, exercise room, business center as is typically found in a new apartment development.

   If a revised form is submitted, date of submission: 

April 6, 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. 18243-2222 Cleburne

Dear Ms. Cline-Rew,

In connection with your Administrative Deficiency Notice of 4/2/18, please let this letter serve as our answer to your question regarding the health clinic shown on the site plan.

We confirm that the proposed “health clinic” shown on the architectural drawings will not violate Section 10.101(b)(1) of the Rules. The clinic area in the clubhouse is intended to serve as an area for intermittent general medical checkups for the residents by visiting practitioners. It will not be staffed full-time. The partnership is not deriving rental revenue from these residential services and the space is not included in eligible basis.

It is also important to note that the residents are not obligated to accept or use the services provided in the clinic.

Please feel free to contact us if you have any additional questions regarding this matter.

Sincerely,

[Signature]

Ann J. Robison, PhD  
Executive Director

cc: Stephan Fairfield
5. **Funding Request:**

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

<table>
<thead>
<tr>
<th>Department Funds applying for with this Application</th>
<th>Requested Amount</th>
<th>If funds will be in the form of a Direct Loan by the Department or for Private Activity Bonds, the terms will be:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Multifamily Direct Loan: Const. to Perm (Repayable)</td>
<td></td>
<td>Interest Rate (%)</td>
</tr>
<tr>
<td>Multifamily Direct Loan: Construction Only (Repayable)</td>
<td></td>
<td>0.00%</td>
</tr>
<tr>
<td>Multifamily Direct Loan: Const. to Perm. (Soft Repayable)</td>
<td></td>
<td>0.00%</td>
</tr>
<tr>
<td>CHDO Operating Expenses Grant</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Housing Tax Credits</td>
<td>$1,500,000</td>
<td></td>
</tr>
<tr>
<td>Private Activity Mortgage Revenue</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

6. **§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></td>
</tr>
<tr>
<td>Nonprofit</td>
<td></td>
</tr>
<tr>
<td>USDA</td>
<td></td>
</tr>
<tr>
<td>CHDO</td>
<td></td>
</tr>
<tr>
<td>SH/SR</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? Yes

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? Yes

8. **Qualified Low Income Housing Development Election (HTC Applications only)**

Pursuant to §42(g)(1)(A) & (B), the term “qualified low income housing development” means any project or residential rental property, if the Development meets one of the requirements below, whichever is elected by the taxpayer.” Once an election is made, it is irrevocable. Select only one:

- [ ] At least 20% or more of the residential units in such development are both rent restricted and occupied by individuals whose income is 50% or less of the area median gross income, adjusted for family size.
- [X] At least 40% or more of the residential units in such development are both rent restricted and occupied by individuals whose income is 60% or less of the median gross income, adjusted for family size.

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

1. **Common Amenities (ALL Multifamily Applications §10.101(b)(5))**

<table>
<thead>
<tr>
<th># of Units</th>
<th>must qualify for</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>112</td>
<td></td>
<td>14</td>
</tr>
</tbody>
</table>

X Development will provide sufficient common amenities to qualify for the number of points indicated above, pursuant to §10.101(b)(5) of the Uniform Multifamily Rules. Applications for scattered site developments should refer to §10.101(b)(5)(B) of the Uniform Multifamily Rules.

2. **Unit Requirements (ALL Multifamily Applications §10.101(b)(6)(A) and (B))**

A. **Unit Sizes**

X Development is New Construction or Reconstruction and will meet the minimum Unit Size requirements:

<table>
<thead>
<tr>
<th>Bedroom Size</th>
<th>0</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Square Footage</td>
<td>500</td>
<td>600</td>
<td>800</td>
<td>1,000</td>
<td>1,200</td>
</tr>
</tbody>
</table>

OR:

X Development is proposing Rehabilitation (excluding Reconstruction) or Supportive Housing, and does not adhere to the size requirements above.

B. **Unit Amenities (For Competitive HTC Applications, see Tab 19 for Unit and Development Features)**

X Application is a Tax Exempt Bond Development and will meet a minimum of seven (7) points as outlined in §10.101(b)(6)(B) of the Uniform Multifamily Rules.

X Application is HOME only or other Department Direct Loan and will meet a minimum of four (4) points as outlined in §10.101(b)(6)(B) of the Uniform Multifamily Rules.

**Rehabilitation Developments will start with a base score of three (3) points and Supportive Housing Developments will start with a base score of five (5) points.**

3. **Tenant Supportive Services (For Competitive HTC Applications and Direct Loan Applications seeking to qualify for points under §13.6, see Tab 19 for Tenant Services elections)**

X Application is a **Tax Exempt Bond Development** and will meet a minimum of eight (8) points as outlined in §10.101(b)(7) of the Uniform Multifamily Rules.

X Application is **only requesting Direct Loan funds** and will meet a minimum four (4) points as outlined in §10.101(b)(7) of the Uniform Multifamily Rules.

4. **Development Accessibility Requirements (ALL Multifamily Applications)**

X Development will meet all specifications and accessibility requirements reflected in the Certification of Development Owner form pursuant to §10.101(b)(8) of the Uniform Multifamily Rules.

Yes All Units accessed by the ground floor or by elevator (“affected units”) comply with the visitability requirements in clauses (i) – (iii) of 10 TAC §10.101(b)(8)(B).

and

X Development has a minimum of 5% of all units in the development set aside for the mobility impaired and an additional 2% set aside for the hearing and/or visually impaired.

Regardless of building type, all Units accessed by the ground floor or by elevator (“affected units”) must comply with the visitability requirements in clauses (i) – (iii) of 10 TAC §10.101(b)(8)(B).
### Development Activities (Continued)

#### 1. Size and Quality of Units (Competitive HTC Applications only) \([\text{§}11.9(b)]\)

<table>
<thead>
<tr>
<th>Points claimed: 8</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>X</strong> Development is Rehabilitation and either Supportive Housing or USDA financed OR meets the minimum size requirements identified below:</td>
</tr>
</tbody>
</table>

<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>

<table>
<thead>
<tr>
<th>Points claimed: 7</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>X</strong> Specific amenities and quality features will be provided in every Unit at no extra charge to the tenant;</td>
</tr>
</tbody>
</table>

Development will maintain the points selected and associated with those amenities as outlined in \[\text{§}10.101(b)(6)(B)\] of the Uniform Multifamily Rules.*

* Direct Loan applicants proposing new construction or rehabilitation should be prepared to comply with requirements of the newly published Federal rule at 81 FR 92626, which requires installation of broadband infrastructure at the time of new construction or substantial rehabilitation of multifamily rental housing that is funded or supported by HUD.

#### 2. Rent Levels of Tenants and Tiebreaker (Direct Loan Applications only) \([\text{§}13.6(e) \text{ and } (f)]\)

- At least 20 percent of all low-income Units at 30% or less of AMGI*  
  **Direct Loan Points:** 0
- At least 10 percent of all low-income Units at 30% or less of AMGI; or, for a Development located in a Rural Area, 7.5 percent of all low-income Units at 30% or less of AMGI*  
  **Direct Loan Points:** 0
- At least 5 percent of all low-income Units at 30% or less of AMGI*  
  **Direct Loan Points:** 0
- In the event of a tie with another application or applications, this percentage of 30% AMGI MFDL units within the Development would be converted to be available to households at 15% AMGI.

* Applicants electing to restrict units at 30% AMGI for Competitive HTC purposes may not count those units for point scoring under \text{§}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 \text{§}13.6(e). Points claimed here will not appear on the Self Score tab.

#### 3. Income Levels of Tenants (Competitive HTC Applications only) \([\text{§}11.9(c)(1)]\)

- Total Number of Units at 50% or less of AMGI  
  69
- Number of 30% Units used to score points under \text{§}11.9(c)(2)*  
  12
- Number of 30% Units used under \text{§}11.9(c)(3)(D) regarding an Increase in Eligible Basis (30% boost)  
  12
- Number of Units at 50% or less of AMGI available to use for points under \text{§}11.9(c)(1)  
  45
- Percentage used for calculation of eligible points under \text{§}11.9(c)(1)  
  40.18%

Mark **only one** box below:

<table>
<thead>
<tr>
<th>Points Claimed: 16</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>X</strong> Development is located in a Non-Rural Area of the Dallas, Fort Worth, Houston, San Antonio or Austin MSA; or</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Points Claimed: 0</th>
</tr>
</thead>
<tbody>
<tr>
<td>Development proposed in all other areas.</td>
</tr>
</tbody>
</table>

* Applicants electing the 30% boost for additional 30% units are advised to ensure the units used to support the boost are not included in the units needed to achieve the Application’s scoring elections.

#### 4. Rent Levels of Tenants (Competitive HTC Applications only) \([\text{§}11.9(c)(2)]\)

Mark **only one** box below:

<table>
<thead>
<tr>
<th>Points Claimed: 11</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>X</strong> 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</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Points Claimed: 0</th>
</tr>
</thead>
<tbody>
<tr>
<td>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</td>
</tr>
<tr>
<td>At least 5% of all low-income Units at 30% or less of AMGI</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Points Claimed: 0</th>
</tr>
</thead>
<tbody>
<tr>
<td>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 Certified Nonprofit Organization.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Points Claimed: 0</th>
</tr>
</thead>
<tbody>
<tr>
<td>Development is located in a Non-Rural Area of the Dallas, Fort Worth, Houston, San Antonio or Austin MSA; or</td>
</tr>
<tr>
<td>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</td>
</tr>
<tr>
<td>At least 5% of all low-income Units at 30% or less of AMGI</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Points Claimed: 0</th>
</tr>
</thead>
<tbody>
<tr>
<td>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 Certified Nonprofit Organization.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Points Claimed: 0</th>
</tr>
</thead>
<tbody>
<tr>
<td>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</td>
</tr>
<tr>
<td>At least 5% of all low-income Units at 30% or less of AMGI</td>
</tr>
</tbody>
</table>
5. **Tenant Services (Competitive HTC Applications and Direct Loan Applications) [§11.9(c)(3) and §13.6(6)]**

Development will provide a combination of supportive services as identified in §10.101(b)(7) and those services will be recorded in the Development’s LURA.

- Supportive Housing Development proposed by a Qualified Nonprofit 0
- All other Developments. 9
- The Applicant certifies that the Development will contact local service providers, and will make development community space available to them on a regularly-scheduled basis to provide outreach services and education to the tenants. 1

**Points Claimed:** 10

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 Applicant qualify for points under subparagraph (C).

Select only one scoring scenario below:

A. Applicant or Affiliate Owns or Controls an **Existing Development** that is included on the List of Eligible Existing Developments for Participation in the Section 811 PRA Program (See 10 TAC §8.3 and 10 TAC 8.4)

- Attached behind this tab is the executed Certification for Section 811 PRA Program Participation. 0

**Points Claimed:** 0

B. If not scoring under A above, Applicant or Affiliate is committing at least 10 Units in the proposed Development for participation in the Section 811 PRA Program

- Applicant or Affiliate has attached behind this tab an explanation and documentation regarding the Applicant’s or Affiliate’s lack of Ownership interest or Control of any Existing Development that is included on the List of Qualified Existing Developments for Multifamily Programs; and
- Attached behind this tab is the executed Certification for Section 811 PRA Program Participation. 0

**Points Claimed:** 0

C. If cannot score under A or B above, Applicant elects to set-aside at least 5 percent of the total Units for Persons with Special Needs. **MFDL Applications that are not layered with 2018 9% HTC cannot elect to score points under this item.** The Department will require an initial minimum twelve-month period during which Units must either be occupied by Persons with Special Needs or held vacant, unless the units receive HOME funds from any source.

- 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 [See Attached Explanation]

**Points Claimed:** 2

**Application is seeking points for Tenant Populations.**

**Points Claimed:** 2
7. **Pre-Application Participation (Competitive HTC Applications only) [§11.9(e)(3)]**

   - **X** Development is requesting Pre-Application Points.  

8. **Extended Affordability (Competitive HTC Applications only) [§11.9(e)(5)]**

   - **X** Development will maintain a 35 year Affordability Period.  

9. **Historic Preservation (Competitive HTC Applications only) [§11.9(e)(6)]**

   - Application requests points for Historic Preservation.
   - Application contains a letter from the Texas Historical Commission (THC) determining preliminary eligibility for federal or state historic (rehabilitation) tax credits.
   - Application includes documentation from the Texas Historical Commission that the property is currently a Certified Historic Structure or determining preliminary eligibility for status as a Certified Historic Structure.
   - Development will be able to document receipt of historic tax credits by the time Forms 8609 are issued.
   - At least 75% of the residential units will be within the Certified Historic Structure.
   - **Attached behind this tab are the THC letter and other documentation described above.**

10. **Right of First Refusal (Competitive HTC Applications only) [§11.9(e)(7)]**

    - **X** 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)]**

    - **X** Application reflects funding request for no more than 100% of the amount available in the subregion or set-aside as of 12/5/2017.
6(C)-Tenant Population with Special Needs. The Applicant and all Affiliates of the Applicant lack ownership interest or control of any Existing Developments that are included on the List of Qualified Existing Developments for Multifamily Programs and therefore cannot score under §11.9(c)(6)(A) of this scoring category. Additionally, 2222 Cleburne is a proposed Elderly Limitation Development and therefore cannot score under §11.9(c)(6)(B) of this scoring category.
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):

- 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**
At-Risk Set-Aside (continued)

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.

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

3. Lead Based Paint (Direct Loan Applications Only)

Development constructed before January 1, 1978

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

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

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

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

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

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

- The rehabilitation will not disturb any painted surface.

- The property has no bedrooms.

- The property is currently vacant and will remain vacant until demolition.
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 twelve (12) months of the most recent 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.

________________________  _______________________
Signature of Applicant                Printed Name

________________________
Date
Check all that apply:

- The activity involves demolition of existing occupied structures.
- The activity involves conversion of occupied rental property occupied by any tenant.

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

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

The purpose and goals of the RARAP is to:

1. Provide (through its subgrantees) Relocation Assistance
2. Minimize Displacement
3. Ensure a One-for-One Replacement of Lower-Income Dwelling Units

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

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.)

- Site Plan which:
  - states the size of the site on its face
  - includes a unit and building type table matrix that is consistent with the Rent Schedule and Building and Unit Configuration forms in labeling the buildings, stating sizes, etc.
  - identifies all residential and common buildings and labels them consistently with the Building/Unit Type Configuration form
  - clearly delineates the flood plain boundary lines or states there is no floodplain
  - identifies all easements, regardless of how they are held
  - indicates placement of detention/retention pond(s) or states there are no detention ponds
  - indicates the location and number of parking spaces, garages and carports
  - indicates the location and number of accessible parking spaces (review application webinar)
  - includes information regarding local parking requirements
  - indicates compliant accessible routes
  - includes a unit and building type table matrix that indicates the distribution of accessible Units
  - describes if applicable how flood mitigation or other required mitigation will be accomplished.

- Residential Building floor plans should include the following, building by building:
  - separate tabulation of the square footage of each of these areas: breezeways, corridors, utility closets, porches and patios, and any other square footage not included in NRA
  - location of accessible units

- Common Building floor plans should include the following, building by building:
  - tabulation of the square footage of conditioned (heated and cooled) spaces that are accessible to tenants, e.g., offices for tenant/management contact, clubrooms, kitchens, exercise rooms, laundries, etc. (state each area separately).
  - tabulation of the square footage of conditioned areas that are restricted to employees, only, e.g., administrative offices, maintenance areas, etc. (state each area separately).
  - tabulation of the square footage of unconditioned areas that are accessible to tenants, e.g., porches, patios, mailbox areas, etc. (state each area separately)
  - tabulation of the square footage of unconditioned areas that are restricted to employees, only, e.g., maintenance areas, equipment rooms, storage, etc. (state each area separately)

- For Supportive Housing only, specification of space to be used for 50 sq ft/unit common space

- Unit floor plans for each type of Unit
  - 5% of each Unit type are accessible to tenants with a mobility impairment, and 2% are accessible to tenants with a vision or hearing impairment
  - All Units accessed by the ground floor or by elevator comply with the visitability requirements of 10.101(b)(8)(B)(iii)

- Elevations for each side of each building type and must include:
  - a percentage estimate of the exterior composition of each elevation
  - roof pitch

- Photos of building elevations (Rehab and Adaptive Reuse not altering the unit configuration)
2222 CLEBURNE SENIOR HOUSING

TABLE OF CONTENTS

SD-01  PACKAGE REQUIREMENTS
SD-02  OVERALL SITE PLAN
SD-03  OVERALL FLOOR PLAN - LEVEL 1
SD-04  OVERALL FLOOR PLAN - LEVEL 2
SD-05  OVERALL FLOOR PLAN - LEVEL 3 - 4
SD-06  ENLARGED FLOOR PLAN - CLUBHOUSE - LEVEL 1
SD-07  ENLARGED FLOOR PLAN - CLUBHOUSE - LEVEL 2
SD-08  UNIT FLOOR PLAN - 1 BEDROOM - TYPE 1B
SD-09  UNIT FLOOR PLAN - 1 BEDROOM - TYPE 1BC
SD-10  UNIT FLOOR PLAN - 1 BEDROOM - TYPE 1BC.2
SD-11  UNIT FLOOR PLAN - 1 BEDROOM - TYPE 1BC.3
SD-12  UNIT FLOOR PLAN - 1 BEDROOM - TYPE 1BC.4
SD-13  UNIT FLOOR PLAN - 1 BEDROOM - TYPE 2BC
SD-14  UNIT FLOOR PLAN - 1 BEDROOM - TYPE 2BC.2
SD-15  ELEVATIONS
SD-16  ELEVATIONS

NOT FOR CONSTRUCTION
### 1. Site Plan Which:

- States the size of the site on its face
- Reference sheet SD-02 (Project site information notes)
- 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, starting sizes, etc.
- Identifies all residential and common buildings and labels them consistently with the building/unit type configuration form
- Reference sheet SD-02 (Building matrix & general building information notes)
- Clearly delineates the flood plain boundary lines or states there is no flood plain
- Reference sheet SD-02 (Project site information notes)
- Identifies all easements, regardless of how they are held
- Reference sheet SD-02 (Site plan drawing)
- Indicates placement of detention/retention ponds or states there are no detention ponds
- Reference sheet SD-02 (Site plan drawing)
- Indicates the location and number of parking spaces, garages and carports
- Reference sheet SD-02 (Project site information notes & site plan drawing)
- Indicates the location and number of accessible parking spaces (review application webinar)
- Reference sheet SD-02 (Project site information notes & site plan drawing)
- Includes information regarding local parking requirements
- Reference sheet SD-02 (Project site information notes)
- Indicates compliant accessible routes
- Reference sheet SD-02 (Site plan drawing)
- Includes a unit and building type table matrix that indicates the distribution of accessible units
- Reference sheet SD-02 (Building matrix, general building information notes, sheets SD-03 & SD-04)
- Describes if applicable how flood mitigation or other required mitigation will be accomplished.

### SUMMARY:

#### Building 1:

**Residential Building - Units:**

<table>
<thead>
<tr>
<th>Room</th>
<th>Indoor/Patio Sq.Ft.</th>
<th>AC NRSF</th>
<th>#Units Per Floor</th>
<th>Units Per Building</th>
<th>NRSF Total Per Building</th>
<th>Total Sq.Ft.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Bedroom</td>
<td>686 / 62 Sq.FT.</td>
<td>677 SQ.FT.</td>
<td>12</td>
<td>48</td>
<td>32,496 SQ.FT.</td>
<td>36,846 SQ.FT.</td>
</tr>
<tr>
<td>1 Bedroom</td>
<td>787 / 74 SQ.FT.</td>
<td>786 SQ.FT.</td>
<td>3</td>
<td>12</td>
<td>9,432 SQ.FT.</td>
<td>10,332 SQ.FT.</td>
</tr>
<tr>
<td>1 Bedroom</td>
<td>801 / 77 SQ.FT.</td>
<td>793 SQ.FT.</td>
<td>4</td>
<td>16</td>
<td>12,688 SQ.FT.</td>
<td>14,048 SQ.FT.</td>
</tr>
<tr>
<td>1 Bedroom</td>
<td>814 / 73 SQ.FT.</td>
<td>805 SQ.FT.</td>
<td>1</td>
<td>4</td>
<td>3,220 SQ.FT.</td>
<td>3,548 SQ.FT.</td>
</tr>
<tr>
<td>1 Bedroom</td>
<td>822 / 79 SQ.FT.</td>
<td>813 SQ.FT.</td>
<td>1</td>
<td>4</td>
<td>3,252 SQ.FT.</td>
<td>3,660 SQ.FT.</td>
</tr>
<tr>
<td>2 Bedroom</td>
<td>1,115 / 89 SQ.FT.</td>
<td>1,136 SQ.FT.</td>
<td>2</td>
<td>8</td>
<td>9,088 SQ.FT.</td>
<td>9,872 SQ.FT.</td>
</tr>
<tr>
<td>2 Bedroom</td>
<td>1,101 / 93 SQ.FT.</td>
<td>1,094 SQ.FT.</td>
<td>5</td>
<td>20</td>
<td>21,980 SQ.FT.</td>
<td>23,250 SQ.FT.</td>
</tr>
</tbody>
</table>

**Sub Totals:**

- 112 Units: 92,056 Sq.Ft. 102,584 Sq.Ft.

#### Resident Building - Air Conditioned Public Space:

<table>
<thead>
<tr>
<th>Room</th>
<th>Sq.Ft.</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Corridors (includes elev. lobby)</td>
<td>4,372 SQ.FT.</td>
<td>17,849 SQ.FT.</td>
</tr>
<tr>
<td>Mail Room</td>
<td>124 SQ.FT.</td>
<td>268 SQ.FT.</td>
</tr>
<tr>
<td>Stairs</td>
<td>809 SQ.FT.</td>
<td>3,236 SQ.FT.</td>
</tr>
</tbody>
</table>

### Building 2:

**Clubhouse (Refer RO Sheet SD-26 - SD-07 for Detailed Break Down)**

- Level 1: 7,285 SQ.FT.
- Level 2: 5,841 SQ.FT.
- Sub Total: 13,126 SQ.FT.

**Overall Total:** 150,786 SQ.FT.
BUILDING 1: MATRIX INFORMATION:

<table>
<thead>
<tr>
<th>TYPE</th>
<th>COLOR KEY</th>
<th>AC NSRF</th>
<th>INDOOR/PAI SQ.FT.</th>
<th>TOTAL SQ.FT.</th>
<th>TOTAL UNITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 BEDROOM TYPE 1B</td>
<td></td>
<td>677 NSRF</td>
<td>686 / 82 SQ.FT.</td>
<td>768 SQ.FT.</td>
<td>48</td>
</tr>
<tr>
<td>1 BEDROOM TYPE 1BC</td>
<td></td>
<td>196 NSRF</td>
<td>787 / 74 SQ.FT.</td>
<td>861 SQ.FT.</td>
<td>12</td>
</tr>
<tr>
<td>1 BEDROOM TYPE 1BC.2</td>
<td></td>
<td>780 NSRF</td>
<td>801 / 77 SQ.FT.</td>
<td>878 SQ.FT.</td>
<td>16</td>
</tr>
<tr>
<td>1 BEDROOM TYPE 1BC.3</td>
<td></td>
<td>959 NSRF</td>
<td>814 / 73 SQ.FT.</td>
<td>918 SQ.FT.</td>
<td>4</td>
</tr>
<tr>
<td>1 BEDROOM TYPE 1BC.4</td>
<td></td>
<td>813 NSRF</td>
<td>822 / 93 SQ.FT.</td>
<td>915 SQ.FT.</td>
<td>4</td>
</tr>
<tr>
<td>2 BEDROOM TYPE 2BC</td>
<td></td>
<td>1,136 NSRF</td>
<td>1,145 / 89 SQ.FT.</td>
<td>1,234 SQ.FT.</td>
<td>8</td>
</tr>
<tr>
<td>2 BEDROOM TYPE 2BC.2</td>
<td></td>
<td>1,004 NSRF</td>
<td>1,101 / 112 SQ.FT.</td>
<td>1,213 SQ.FT.</td>
<td>20</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td></td>
<td></td>
<td>42,061 SQ.FT.</td>
<td>112</td>
</tr>
</tbody>
</table>

LEVEL 1

- BUILDING 1: TOTAL NET RENTABLE AREA (NSRF): 23,014 SQ.FT.
- TOTAL BALCONY PATIO AREA: 2,418 SQ.FT.
- CORRIDORS: 4,372 SQ.FT.
- OTHER SUPPORT AREAS: 4,922 SQ.FT.
- SUB TOTAL: 34,776 SQ.FT.

LEVEL 2

- BUILDING 2: TOTAL NET RENTABLE AREA (NSRF): 23,014 SQ.FT.
- TOTAL BALCONY PATIO AREA: 2,418 SQ.FT.
- CORRIDORS: 4,372 SQ.FT.
- OTHER SUPPORT AREAS: 4,922 SQ.FT.
- SUB TOTAL: 34,776 SQ.FT.

OVERALL SITE PLAN

2222 CLEBUNE SENIOR HOUSING
THE MONROSE CENTER
HOUSTON TX

OVERALL GROSS AREA: 40,017 SQ.FT.

LEVELS 3 & 4

- BUILDING 1: TOTAL NET RENTABLE AREA (NSRF): 23,014 SQ.FT.
- TOTAL BALCONY PATIO AREA: 2,418 SQ.FT.
- CORRIDORS: 4,372 SQ.FT.
- OTHER SUPPORT AREAS: 4,922 SQ.FT.
- SUB TOTAL: 34,776 SQ.FT.

- BUILDING 2: TOTAL NET RENTABLE AREA (NSRF): 23,014 SQ.FT.
- TOTAL BALCONY PATIO AREA: 2,418 SQ.FT.
- CORRIDORS: 4,372 SQ.FT.
- OTHER SUPPORT AREAS: 4,922 SQ.FT.
- SUB TOTAL: 34,776 SQ.FT.

- BUILDING 2: COMMUNITY CENTER (REFERENCE SD-06 FOR BREAKDOWN): 5,009 SQ.FT.
- OTHER SUPPORT AREAS: 7,919 SQ.FT.
- TOTAL GROSS BUILDING AREA: 40,017 SQ.FT.

- BUILDING 2: COMMUNITY CENTER (REFERENCE SD-06 FOR BREAKDOWN): 5,009 SQ.FT.
- OTHER SUPPORT AREAS: 7,919 SQ.FT.
- TOTAL GROSS BUILDING AREA: 40,017 SQ.FT.

- BUILDING 2: COMMUNITY CENTER (REFERENCE SD-06 FOR BREAKDOWN): 5,009 SQ.FT.
- OTHER SUPPORT AREAS: 7,919 SQ.FT.
- TOTAL GROSS BUILDING AREA: 40,017 SQ.FT.

TOTAL GROSS AREA: 34,776 SQ.FT.
Response: Attached please find a response letter from Ann Robison, Executive Director of the Montrose Center.

4. Building/Unit Configuration Form: The number of proposed parking spaces stated on the site plan does not agree with the Building/Unit Configuration Form. Please clarify which is correct and revise the appropriate exhibit so that all documents are consistent.

Response: 99 parking spaces is correct. Attached is the updated Tab 23-Specifications and Building/Unit Type Configuration.

5. Accessibility: Please confirm whether accessible units are located on each floor as indicated by the floor plans.

Response: Based on our conversation, you clarified that the accessible units that you are referring to are the ADA visual/hearing units. This is correct, visual/hearing accessible units are available on each floor. Attached please find relevant sheets from the Architectural drawings made a part of the application.

6. Site Plan: The accessible parking worksheet indicates there are five accessible parking spaces, however, I only find four accessible spaces on the site plan. Please clarify the discrepancy.

Response: Attached please find the revised site plan denoting the missing ADA parking label.

7. Accessible Parking: Confirm that local code allows .75 spaces per unit.

Response: Attached please find the parking requirements of the City of Houston relating to elderly communities.

8. Commitment Letter: The commitment letter from Capital One indicates that it must be countersigned or it will become null and void. Please confirm that the commitment was signed.

Response: Attached please find the signed commitment letter.

9. List of Nonprofit Organization Board Members, Directors, and Officers: Please confirm that Gary Woods is the same person as Gary Wood.

Response: The name is Gary Wood. Please see attached revised Tab 40 — Non Profit Participation.
### Division 2: Requirements for Parking Spaces and Bicycle Spaces

#### Sec. 26-492. Parking spaces for certain types of use classifications.

<table>
<thead>
<tr>
<th>Classification</th>
<th>Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential or manufactured home</td>
<td>1.0 parking space per GFA provided</td>
</tr>
<tr>
<td>Special residential</td>
<td>0.3 parking spaces per sleeping room, plus 1.0 parking space per employee on largest shift</td>
</tr>
<tr>
<td>Retirement community (with kitchen facilities)</td>
<td>0.75 parking spaces per dwelling unit, plus 1.0 space per employee on the largest shift</td>
</tr>
<tr>
<td>Hotel or motel</td>
<td>1.0 parking space for each sleeping room up to and including 250 rooms; 0.75 parking spaces for each sleeping room from 251 rooms to 500 rooms; 0.50 parking spaces for each sleeping room in excess of 500 rooms</td>
</tr>
<tr>
<td>Shopping centers with certain use classifications</td>
<td>2.2 parking spaces per bed</td>
</tr>
<tr>
<td>Class 3. Health Care Facilities:</td>
<td></td>
</tr>
<tr>
<td>Hospital</td>
<td>2.2 parking spaces for each bed</td>
</tr>
</tbody>
</table>
Responsible party means the property owner or his or her designated agent, landlord, tenant, holder of certificate of occupancy, management entity, or other person or entity to which this article applies who is responsible for complying with certain ongoing duties and responsibilities of a person or entity to which this article applies regardless of whether they are an applicant requesting a building permit, development plat, site plan review, review of a shared parking agreement, memorandum of lease, designation of a special parking area, or other provision of this article.

Restaurant means a building that contains facilities for the preparation of food or drinks to serve to customers including, but not limited to, coffee shops, cafeterias, concession stands, clubs that provide food service, including veterans' clubs that give or offer food for sale to the general public.

Retail store means a building that contains facilities for the retail sale or rental of goods or merchandise including, but not limited to, clothing stores, discount stores, household goods stores, office supply stores, drugstores, and bookstores.

Retirement community (with kitchen facilities) means a building that contains two or more individual dwelling units with individual kitchen facilities that are specifically designed and restricted in use for the needs of persons over 55 years of age.

Retirement community (without kitchen facilities) means a building that contains two or more individual dwelling units without individual kitchen facilities that are specifically designed and restricted in use for the needs of persons over 55 years of age.

Roller or ice skating rink means a building that contains facilities designed primarily for use as a roller skating or ice skating area that may include a limited seating area.

School (public, denominational or private) means a building that contains facilities operated by a public, religious, private, or other agency with a curriculum for kindergarten, elementary or secondary education.
LEVEL 1

BUILDING 1:
- TOTAL NET RENTABLE AREA: 23,014 SQ. FT.
- TOTAL BALCONY/PATIO AREA: 2,418 SQ. FT.
- CORRIDOR: 4,372 SQ. FT.
- OTHER SUPPORT AREAS: 4,972 SQ. FT.
- SUB TOTAL: 34,776 SQ. FT.

BUILDING 2:
- COMMUNITY CENTER: 6,582 SQ. FT.
- CORRIDOR: 703 SQ. FT.
- (REFERENCE SD-06 FOR BREAKDOWN)

TOTAL GROSS BUILDING AREA: 42,061 SQ. FT.

<table>
<thead>
<tr>
<th>TYPE</th>
<th>COLOR KEY</th>
<th>INDOOR/PATIO SQ.FT.</th>
<th>AC NRSP</th>
<th>#UNITS/FLOOR</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 BEDROOM TYPE 1B</td>
<td></td>
<td>686 / 82 SQ.FT.</td>
<td>677 SQ. FT.</td>
<td>12</td>
</tr>
<tr>
<td>1 BEDROOM TYPE 1BC</td>
<td></td>
<td>787 / 74 SQ.FT.</td>
<td>786 SQ. FT.</td>
<td>3</td>
</tr>
<tr>
<td>1 BEDROOM TYPE 1BC.2</td>
<td></td>
<td>801 / 77 SQ.FT.</td>
<td>793 SQ. FT.</td>
<td>4</td>
</tr>
<tr>
<td>1 BEDROOM TYPE 1BC.3</td>
<td></td>
<td>814 / 73 SQ.FT.</td>
<td>805 SQ. FT.</td>
<td>1</td>
</tr>
<tr>
<td>1 BEDROOM TYPE 1BC.4</td>
<td></td>
<td>822 / 91 SQ.FT.</td>
<td>813 SQ. FT.</td>
<td>1</td>
</tr>
<tr>
<td>2 BEDROOM TYPE 2BC</td>
<td></td>
<td>1146 / 99 SQ.FT.</td>
<td>1,136 SQ. FT.</td>
<td>2</td>
</tr>
<tr>
<td>2 BEDROOM TYPE 2BC.2</td>
<td></td>
<td>1101/1112 SQ.FT.</td>
<td>1,094 SQ. FT.</td>
<td>5</td>
</tr>
</tbody>
</table>

ADA UNIT
V/H UNIT
ADA UNIT
V/H UNIT

02/22/2018

OVERALL FLOORPLAN - LEVEL 1

2222 CLEBURNE SENIOR HOUSING
THE MONTROSE CENTER
HOUSTON TX

02/22/2018

02/22/2018

THE MONTROSE CENTER
HOUSTON TX

SD-03
UNIT FLOORPLAN - 1 BEDROOM - TYPE 1B
2222 CLEBURNE SENIOR HOUSING
THE MONTROSE CENTER
HOUSTON TX

DIMENSIONED ENLARGED FLOORPLAN - UNIT TYPE - 1B
768 SQ. FT.
AC NRSF 677 SQ. FT.

02/22/2018
UNIT FLOORPLAN - 1 BEDROOM - TYPE 1BC

2222 CLEBURNE SENIOR HOUSING
THE MONTROSE CENTER
HOUSTON TX

02/22/2018

DIMENSIONED ENLARGED FLOORPLAN - UNIT TYPE - 1BC
861 SQ.FT.
AC NRSF 786 SQ. FT.

NOT FOR CONSTRUCTION
UNIT FLOORPLAN - 1 BEDROOM - TYPE 1BC.3

2222 CLEBURNE SENIOR HOUSING
THE MONTROSE CENTER
HOUSTON TX

DIMENSIONED ENLARGED FLOORPLAN - UNIT TYPE - 1BC.3
887 SQ.FT.
AC NRSF 805 SQ. FT.

ADA - MOBILITY ACCESSIBLE UNIT AVAILABLE

02/22/2018

NOT FOR CONSTRUCTION
ADA - MOBILITY ACCESSIBLE UNIT AVAILABLE

UNIT FLOORPLAN - 2 BEDROOM - TYPE 2BC

2222 CLEBURNE SENIOR HOUSING
THE MONTROSE CENTER
HOUSTON TX

02/22/2018

DIMENSIONED ENLARGED FLOORPLAN - UNIT TYPE - 2BC
1234 SQ.FT.
AC NRSF 1,136 SQ. FT.
Architectural Finishes:
• 10% Curtain Wall
• 45% Brick
• 25% Siding
• 20% Fiber Cement Panel

Building Roof Pitches:
• Community Building: 4:12
• Community Building Car Port High Roof: 6:12
• Community Building Car Port Low Roof: 4:12
• Resident Building Stair Towers: 6:12

LEVEL 1
0' - 0"

LEVEL 2
11' - 0"

LEVEL 3
22' - 0"

LEVEL 4
33' - 0"

ROOF
44' - 0"

EAST ELEVATION

SOUTH ELEVATION
Architectural Finishes:
• 10% Curtain Wall
• 45% Brick
• 25% Siding
• 20% Fiber Cement Panel

Building Roof Pitches:
• Community Building: 4:12
• Community Building Car Port High Roof: 6:12
• Community Building Car Port Low Roof: 4:12
• Resident Building Stair Towers: 6:12
<table>
<thead>
<tr>
<th>Unit Type</th>
<th>Number of Buildings</th>
<th>Number of Units Per Building</th>
<th>Total # of Units</th>
<th>Total Sq Ft for Unit Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>1B</td>
<td>1</td>
<td>48</td>
<td>46</td>
<td>32,496</td>
</tr>
<tr>
<td>1BC</td>
<td>1</td>
<td>12</td>
<td>12</td>
<td>9,432</td>
</tr>
<tr>
<td>1BC.2</td>
<td>1</td>
<td>16</td>
<td>16</td>
<td>12,688</td>
</tr>
<tr>
<td>1BC.3</td>
<td>1</td>
<td>4</td>
<td>4</td>
<td>3,220</td>
</tr>
<tr>
<td>1BC.4</td>
<td>1</td>
<td>4</td>
<td>4</td>
<td>3,252</td>
</tr>
<tr>
<td>2BC</td>
<td>2</td>
<td>8</td>
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<td>9,088</td>
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<tr>
<td>2BC.2</td>
<td>2</td>
<td>20</td>
<td>20</td>
<td>21,880</td>
</tr>
<tr>
<td>Totals</td>
<td>112</td>
<td>-</td>
<td>112</td>
<td>92,056</td>
</tr>
</tbody>
</table>

**Supportive Housing Applicants Only**

Enter the total development common area from the architect's plans:

Ensure that this number matches your architectural drawings.

The additional square footage allowed for Supportive Housing per 11.9(e)(2) is: 5,800

The lesser of these two numbers added to NRA: Use this number to figure points under 11.9(e)(2) 92,056

If a revised form is submitted, date of submission: 

---

**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.

Enter the total development common area from the architect's plans: 92,056

Ensure that this number matches your architectural drawings.

The additional square footage allowed for Supportive Housing per 11.9(e)(2) is: 5,800

The lesser of these two numbers added to NRA: Use this number to figure points under 11.9(e)(2) 92,056

If a revised form is submitted, date of submission: 

---

**Development will have:**

- X Fire Sprinklers
- X Elevators
- 2 # of Elevators
- 2500 Wt. Capacity

Number of Parking Spaces (consistent with Architectural Drawings):

- Shed or Flat Roof Carport Spaces
- Attached Garage Spaces
- Uncovered Spaces

**Building Configuration (Check all that apply):**

- Single Family Construction
- SRO
- Transitional (per §42(i)(3)(B))
- Duplex
- Scattered Site
- Fourplex
- X > 4 Units Per Building
- Townhome

---

**Net Rentable Square Footage from Rent Schedule**

92,056
### Specifications and Building/Unit Type Configuration

Unit types should be entered from smallest to largest based on "# of Bedrooms" and "Sq. Ft. Per Unit." "Unit Label" should correspond to the unit label or name used on the unit floor plan. "Building Label" should conform to the building label or name on the building floor plan. The total number of units per unit type and totals for "Total # of Units" and "Total Sq. Ft. for Unit Type" should match the rent schedule and site plan. If additional building types are needed, they are available by un-hiding columns Q through AA, and rows 51 through 79.

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

- Single Family Construction
- SRO
- Transitional (per §42(i)(3)(B))
- Duplex
- Scattered Site
- Fourplex
- X more than 4 Units Per Building
- Townhome

Development will have:
- X Fire Sprinklers
- X Elevators
- 2 # of Elevators
- 2500 Wt. Capacity

Number of Parking Spaces (consistent with Architectural Drawings):
- Free
- Paid
- Shed or Flat Roof Carport Spaces
- Detached Garage Spaces
- Attached Garage Spaces
- 99 Uncovered Spaces
- Structured Parking Garage Spaces

Floor Composition/Wall Height:
- 100% Carpet/Vinyl/Resilient Flooring
- Ceiling Height
- 9% Ceramic Tile
- Upper Floor(s) Ceiling Height (Townhome Only)
- % Other

Describe:

<table>
<thead>
<tr>
<th>Unit Type</th>
<th>Building Label</th>
<th>Number of Stories</th>
<th>Number of Buildings</th>
<th>Total # of Units</th>
<th>Total Sq Ft for Unit Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>1B 1 1 677</td>
<td>1</td>
<td>4</td>
<td>1</td>
<td>48</td>
<td>32,496</td>
</tr>
<tr>
<td>1B 1 1 786</td>
<td>1</td>
<td>4</td>
<td>1</td>
<td>12</td>
<td>9,432</td>
</tr>
<tr>
<td>1B.C 1 1 793</td>
<td>1</td>
<td>4</td>
<td>1</td>
<td>16</td>
<td>12,688</td>
</tr>
<tr>
<td>1B.C.3 1 1 805</td>
<td>1</td>
<td>4</td>
<td>1</td>
<td>4</td>
<td>3,220</td>
</tr>
<tr>
<td>1B.C.4 1 1 813</td>
<td>1</td>
<td>4</td>
<td>1</td>
<td>4</td>
<td>3,252</td>
</tr>
<tr>
<td>2B.C 2 2 1,136</td>
<td>2</td>
<td>20</td>
<td>8</td>
<td>8</td>
<td>9,088</td>
</tr>
<tr>
<td>2B.C.2 2 2 1,094</td>
<td>2</td>
<td>20</td>
<td>8</td>
<td>20</td>
<td>21,880</td>
</tr>
<tr>
<td>Totals</td>
<td></td>
<td></td>
<td></td>
<td>112</td>
<td>92,056</td>
</tr>
</tbody>
</table>

**Supportive Housing Applicants Only**

Enter the total development common area from the architect's plans:

Ensure that this number matches your architectural drawings.

The additional square footage allowed for Supportive Housing per 11.9(e)(2) is: 5,600

The lesser of these two numbers added to NRA:

Use this number to figure points under 11.9(e)(2):

Net Rentable Square Footage from Rent Schedule: 92,056

If a revised form is submitted, date of submission: 

MF RCVD Fri 4/6/2018 1:46 PM-LC
### 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>A. 1 BR - 1 Bath</td>
<td>84</td>
<td>5%</td>
<td>4.2</td>
<td>4.2</td>
<td>4</td>
</tr>
<tr>
<td>B. 2 BR's - 2 Baths</td>
<td>28</td>
<td>5%</td>
<td>1.4</td>
<td>1.4</td>
<td>2</td>
</tr>
<tr>
<td>C</td>
<td></td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>D</td>
<td></td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>E</td>
<td></td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>112</td>
<td>5.6</td>
<td>5.6</td>
<td>6</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

**EXAMPLE:**

<table>
<thead>
<tr>
<th>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>68</td>
<td>5%</td>
<td>3.4</td>
<td>4</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>1/1 (874sqft &amp; 806)</td>
<td>28</td>
<td>5%</td>
<td>1.4</td>
<td>1.4</td>
<td>1</td>
</tr>
<tr>
<td>2/2 (950 sqft &amp; 100)</td>
<td>36</td>
<td>5%</td>
<td>1.8</td>
<td>1.8</td>
<td>2</td>
</tr>
<tr>
<td>3/2 (1120 sqft &amp; 11)</td>
<td>4</td>
<td>5%</td>
<td>0.2</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>D</td>
<td></td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>E</td>
<td></td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>68</td>
<td>3.4</td>
<td>4.2</td>
<td>4</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

By: ____________________________
Signature

Printed Name: ____________________________
Date: 02-26-2018

Firm Name (If applicable): Smith & Co 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>112</td>
<td>2%</td>
<td>2.24</td>
<td>3</td>
<td>3</td>
</tr>
<tr>
<td>1br 1ba</td>
<td>84</td>
<td>2%</td>
<td>1.68</td>
<td>1.68</td>
<td>2</td>
</tr>
<tr>
<td>2br 2ba</td>
<td>28</td>
<td>2%</td>
<td>0.56</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>112</td>
<td>2.24</td>
<td>2.68</td>
<td>3</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></td>
</tr>
<tr>
<td>D</td>
<td></td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>E</td>
<td></td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td></td>
<td>68</td>
<td>1.36</td>
<td>3</td>
<td>2</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

_____________________________________________
Date

Firm Name (If applicable)
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.

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<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>112</td>
<td>2%</td>
<td>2.24</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>1 BR - 1 Bath</td>
<td>84</td>
<td>2%</td>
<td>1.68</td>
<td>1.68</td>
<td>2</td>
</tr>
<tr>
<td>2 BR's - 2 Baths</td>
<td>28</td>
<td>2%</td>
<td>0.56</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>112</td>
<td>2.24</td>
<td>2.68</td>
<td>3</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></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></td>
<td>68</td>
<td>1.36</td>
<td>3</td>
<td>2</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] [Date: 2.26.2018]
Printed Name: [Suarez White]
Firm Name (If applicable): [Smith & Co Architects]
Accessible Parking Calculation

Include this worksheet in the Application (or a signed and certified worksheet provided by your accessibility professional that shows the calculations).

Parking requirements based on:

There must be one accessible space per accessible unit located on the closest route to the Unit (ADA).

When parking is provided for leasing office and amenities, use ADA Table 208.2 to calculate.

When calculating additional spaces needed, use whichever yields the larger number of spaces.

If you have different kinds of parking, e.g. lot, carport, and garages, each has to meet the standards individually.

If there is a separate amenity (e.g. a pavilion in the back corner of property) that provides non-accessible spaces, at least one space would need to be an accessible.

Use this chart to indicate number of parking spaces provided.

Enter the total number of parking spaces.

Enter the parking type and the number of spaces in each, starting with the surface lot (*see the example)

Make sure the totals match!

<table>
<thead>
<tr>
<th>Total # of Spaces:</th>
<th>99</th>
<th>Percentage of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surface lot</td>
<td>99</td>
<td>1</td>
</tr>
<tr>
<td>Carports</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Garages</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Facility 4</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Facility 5</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>99</td>
<td>100</td>
</tr>
</tbody>
</table>

Use this chart to figure out accessible parking requirements.

Chart above must be completed first

In C32, enter the total number of accessible spaces required
(see Application Webinar, Part 3, from 0:00 - 14:20, or webinar slides starting at slide 136)

In D33, enter the number of units required per accessible unit in the surface lot

In column F, distribute required van spaces among the different parking facilities

<table>
<thead>
<tr>
<th># Accessible Spaces:</th>
<th>99</th>
<th>Distribution</th>
<th>Van Spaces</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surface lot</td>
<td>99</td>
<td>5</td>
<td>1</td>
</tr>
<tr>
<td>Carports</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Garages</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Facility 4</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Facility 5</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>99</td>
<td>5</td>
<td>1</td>
</tr>
</tbody>
</table>

EXAMPLE*

<table>
<thead>
<tr>
<th># Accessible Spaces:</th>
<th>16</th>
<th>Distribution</th>
<th>Van Spaces</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surface lot</td>
<td>10.6666667</td>
<td>10</td>
<td>1</td>
</tr>
<tr>
<td>Carports</td>
<td>3.5555556</td>
<td>4</td>
<td>1</td>
</tr>
<tr>
<td>Garages</td>
<td>1.7777778</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>Facility 4</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Facility 5</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>16</td>
<td>16</td>
<td>3</td>
</tr>
</tbody>
</table>

By signing below, I (WE) certify that the information above meets the requirements in the 2010 ADA Standards for Accessible Design Title III regulations at 28 CFR part 36, subpart D, and the 2004 ADA Accessibility Guidelines at 36 CFR part 1191, appendices B and D. There will be at least one accessible spot per accessible unit located on the closest route to the accessible unit. For every 6 or fraction of 6 accessible spaces required, at least one will be van accessible. Accessible spaces will be dispersed amongst the parking types provided.

By:  
Signature:  
Date: 02.26.2018

Printed Name:  
Firm Name (If applicable): Smith & Co Architects
<table>
<thead>
<tr>
<th>HTC Units</th>
<th>MF Direct Loan Units (HOME Rent/Inc)</th>
<th>National HTF Units</th>
<th>TDHCA MRB Units</th>
<th>Other/Subsidy</th>
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<th># of Baths</th>
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(1) County: Harris
(2) Place: Houston
(3) Financing: 9% Housing Tax Credits
(4) Project PIS Date: On or After 5/30/2017

**Non Rental Income**

- Total Nonrental Income: $20.00 per unit/month for:
  - Late fees, app fees, damage forfeit: $2,240

**Potential Gross Monthly Income**

- Provision for Vacancy & Collection Loss: 7.50% of Potential Gross Income: 5,411
- Rental Concessions (enter as a negative number): 0
- % of Potential Gross Income: 75%

**Effective Gross Monthly Income**

- 2,240
- 2,240
- 66,730
- 800,754

**Effective Gross Annual Income**

- $20,744,600

If a revised form is submitted, date of submission:
# Rent Schedule (Continued)

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### ACQUISITION + HARD
- Cost Per Sq Ft: $123.23

### HARD
- Cost Per Sq Ft: $123.23

### BUILDING
- Cost Per Sq Ft: $120.65

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.

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</tbody>
</table>

**Total Paid by Tenant**

$ - $ 68 $ 85 $ 104 $ -

**Other (Describe)**

If a revised form is submitted, date of submission: ___________
### Allowance for Tenant-Furnished Utilities and Other Services

**LOCALITY:** HOUSTON, TX METROPOLITAN AREA

**UNIT TYPE:** APARTMENTS (5 OR MORE UNITS PER BUILDING)

**Effective Date:** 12/1/2017

#### Monthly Dollar Allowances

<table>
<thead>
<tr>
<th>Utility or Service</th>
<th>0BR</th>
<th>1BR</th>
<th>2BR</th>
<th>3BR</th>
<th>4BR</th>
<th>5BR</th>
<th>6BR</th>
<th>7BR</th>
<th>8BR</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Heating</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Natural Gas</td>
<td>$7</td>
<td>$8</td>
<td>$9</td>
<td>$9</td>
<td>$11</td>
<td>$11</td>
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<tr>
<td>b. Bottle Gas</td>
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<td></td>
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<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>c. Electric</td>
<td>$6</td>
<td>$7</td>
<td>$8</td>
<td>$10</td>
<td>$11</td>
<td>$12</td>
<td>$13</td>
<td>$14</td>
<td>$15</td>
</tr>
<tr>
<td>d. Coal/Other</td>
<td></td>
<td></td>
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<td></td>
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<td></td>
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<tr>
<td><strong>Cooking</strong></td>
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<tr>
<td>a. Natural Gas</td>
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<td>$3</td>
<td>$4</td>
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<td>$6</td>
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<td></td>
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<tr>
<td>c. Electric</td>
<td>$4</td>
<td>$4</td>
<td>$6</td>
<td>$8</td>
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<td>$12</td>
<td>$13</td>
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<td>$15</td>
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<tr>
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<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td><strong>Other Electric - Lighting - Base</strong></td>
<td>$14</td>
<td>$16</td>
<td>$23</td>
<td>$29</td>
<td>$35</td>
<td>$42</td>
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<td><strong>Air Conditioning</strong></td>
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<td>$15</td>
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<td>$37</td>
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<tr>
<td><strong>Water Heating</strong></td>
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<td></td>
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<tr>
<td>a. Natural Gas</td>
<td>$4</td>
<td>$5</td>
<td>$7</td>
<td>$9</td>
<td>$11</td>
<td>$13</td>
<td>$14</td>
<td>$15</td>
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<tr>
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<tr>
<td>c. Electric</td>
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<td>$15</td>
<td>$18</td>
<td>$20</td>
<td>$22</td>
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<td>d. Coal/Other</td>
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<td><strong>Water</strong></td>
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<td>$34</td>
<td>$40</td>
<td>$46</td>
<td>$50</td>
<td>$55</td>
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<tr>
<td><strong>Sewer</strong></td>
<td>$31</td>
<td>$32</td>
<td>$41</td>
<td>$51</td>
<td>$60</td>
<td>$69</td>
<td>$75</td>
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<td>$87</td>
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<tr>
<td><strong>Trash Collection</strong></td>
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<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td><strong>Range/Microwave</strong> (if tenant supplies)</td>
<td>$12</td>
<td>$12</td>
<td>$12</td>
<td>$12</td>
<td>$12</td>
<td>$12</td>
<td>$12</td>
<td>$12</td>
<td>$12</td>
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<tr>
<td><strong>Refrigerator</strong> (if tenant supplies)</td>
<td>$13</td>
<td>$13</td>
<td>$13</td>
<td>$13</td>
<td>$13</td>
<td>$13</td>
<td>$13</td>
<td>$13</td>
<td>$13</td>
</tr>
<tr>
<td><strong>Other - Monthly Electric Fee</strong></td>
<td>$16</td>
<td>$16</td>
<td>$16</td>
<td>$16</td>
<td>$16</td>
<td>$16</td>
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<tr>
<td><strong>Other - Monthly Gas Fee</strong></td>
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<td>$16</td>
<td>$16</td>
<td>$16</td>
<td>$16</td>
<td>$16</td>
</tr>
</tbody>
</table>

**Actual Family Allowances To be used by the family to compute allow**
**Complete Below for the actual unit rented.**

<table>
<thead>
<tr>
<th>Utility or Service</th>
<th>Per Month Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>$68</td>
<td>$85</td>
</tr>
</tbody>
</table>

**Previous editions are obsolete**

Page 1 of 1

form HUD-52667(12/97)

ref. Handbook 7420.8
# ANNUAL OPERATING EXPENSES

## General & Administrative Expenses

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounting</td>
<td>$8,000</td>
</tr>
<tr>
<td>Advertising</td>
<td>$1,200</td>
</tr>
<tr>
<td>Legal fees</td>
<td>$2,240</td>
</tr>
<tr>
<td>Leased equipment</td>
<td>$3,750</td>
</tr>
<tr>
<td>Postage &amp; office supplies</td>
<td>$2,500</td>
</tr>
<tr>
<td>Telephone</td>
<td>$12,000</td>
</tr>
<tr>
<td>Other</td>
<td>$4,183</td>
</tr>
<tr>
<td><strong>Total General &amp; Administrative Expenses:</strong></td>
<td><strong>$33,873</strong></td>
</tr>
</tbody>
</table>

## Management Fee

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Percent of Effective Gross Income</td>
<td>5.00%</td>
</tr>
<tr>
<td><strong>Management Fee:</strong></td>
<td><strong>$40,038</strong></td>
</tr>
</tbody>
</table>

## Payroll, Payroll Tax & Employee Benefits

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Management</td>
<td>$45,000</td>
</tr>
<tr>
<td>Maintenance</td>
<td>$52,000</td>
</tr>
<tr>
<td>Other</td>
<td>$33,950</td>
</tr>
<tr>
<td><strong>Total Payroll, Payroll Tax &amp; Employee Benefits:</strong></td>
<td><strong>$130,950</strong></td>
</tr>
</tbody>
</table>

## Repairs & Maintenance

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elevator</td>
<td>$5,000</td>
</tr>
<tr>
<td>Exterminating</td>
<td>$2,475</td>
</tr>
<tr>
<td>Grounds</td>
<td>$15,000</td>
</tr>
<tr>
<td>Make-ready</td>
<td>$8,400</td>
</tr>
<tr>
<td>Repairs</td>
<td>$16,800</td>
</tr>
<tr>
<td>Pool</td>
<td>$2,000</td>
</tr>
<tr>
<td>Other</td>
<td>$9,000</td>
</tr>
<tr>
<td><strong>Total Repairs &amp; Maintenance:</strong></td>
<td><strong>$58,675</strong></td>
</tr>
</tbody>
</table>

## Utilities (Enter Only Property Paid Expense)

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electric</td>
<td>$12,992</td>
</tr>
<tr>
<td>Natural gas</td>
<td>$17,320</td>
</tr>
<tr>
<td>Trash</td>
<td>$46,000</td>
</tr>
<tr>
<td>Other</td>
<td>$9,000</td>
</tr>
<tr>
<td><strong>Total Utilities:</strong></td>
<td><strong>$71,312</strong></td>
</tr>
</tbody>
</table>

## Annual Property Insurance

<table>
<thead>
<tr>
<th>Item</th>
<th>Rate per net rentable square foot</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Annual Property Insurance:</strong></td>
<td><strong>$0.53</strong></td>
</tr>
<tr>
<td><strong>Rate per net rentable square foot: $0.53</strong></td>
<td><strong>$48,720</strong></td>
</tr>
</tbody>
</table>

## Property Taxes

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Published Capitalization Rate 10.00%</td>
<td>Source: Harris County AD</td>
</tr>
<tr>
<td>Annual Property Taxes</td>
<td>$95,859</td>
</tr>
<tr>
<td>Payments in Lieu of Taxes</td>
<td>$</td>
</tr>
<tr>
<td><strong>Total Property Taxes:</strong></td>
<td><strong>$95,859</strong></td>
</tr>
</tbody>
</table>

## Reserve for Replacements

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual reserves per unit</td>
<td>$300</td>
</tr>
<tr>
<td><strong>Total Reserve for Replacements:</strong></td>
<td><strong>$33,600</strong></td>
</tr>
</tbody>
</table>

## Other Expenses

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cable TV</td>
<td>$</td>
</tr>
<tr>
<td>Supportive Services (Staffing/Contracted Services)</td>
<td>$</td>
</tr>
<tr>
<td>TDHCA Compliance fees</td>
<td>$4,480</td>
</tr>
<tr>
<td>TDHCA Bond Administration Fees (TDHCA as Bond Issuer Only)</td>
<td>$</td>
</tr>
<tr>
<td>Security</td>
<td>$</td>
</tr>
<tr>
<td>Other</td>
<td>$</td>
</tr>
<tr>
<td><strong>Total Other Expenses:</strong></td>
<td><strong>$4,480</strong></td>
</tr>
</tbody>
</table>

## TOTAL ANNUAL EXPENSES

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>CapitalOne</strong></td>
<td>$230,227</td>
</tr>
<tr>
<td><strong>Total Annual Debt Service</strong></td>
<td><strong>$230,227</strong></td>
</tr>
</tbody>
</table>

## NET OPERATING INCOME (before debt service)

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Net Operating Income:</strong></td>
<td><strong>$283,247</strong></td>
</tr>
</tbody>
</table>

## Annual Debt Service

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Net Cash Flow:</strong></td>
<td><strong>$53,020</strong></td>
</tr>
</tbody>
</table>

If a revised form is submitted, date of submission: ____________________________
# ANNUAL OPERATING EXPENSES

## General & Administrative Expenses
- Accounting: $8,000
- Advertising: $1,200
- Legal fees: $2,740
- Leased equipment: $3,750
- Postage & office supplies: $2,500
- Telephone: $12,000
- Other: $4,183

Total General & Administrative Expenses: $33,873

## Management Fee
- Percent of Effective Gross Income: 5.00% $40,038

## Payroll, Payroll Tax & Employee Benefits
- Management: $45,000
- Maintenance: $52,000
- Other: $33,950

Total Payroll, Payroll Tax & Employee Benefits: $130,950

## Repairs & Maintenance
- Elevator: $5,000
- Exterminating: $2,475
- Grounds: $15,000
- Make-ready: $8,400
- Repairs: $16,800
- Pool: $2,000
- Other: $9,000

Total Repairs & Maintenance: $58,675

## Utilities
- Electric: $20,272
- Natural gas: $6,991
- Trash: $40,320
- Water/Sewer: $40,320
- Other: $9,000

Total Utilities: $67,583

## Annual Property Insurance Rate
- Rate per net rentable square foot: $0.53 $48,720

## Property Taxes
- Published Capitalization Rate: 10.00% Source: Harris County AD
- Annual Property Taxes: $96,802
- Payments in Lieu of Taxes: $0

Total Property Taxes: $96,802

## Reserve for Replacements
- Annual reserves per unit: $300 $33,600

## Other Expenses
- Cable TV: $0
- Supportive Services (Staffing/Contracted Services): $0
- TDHCA Compliance fees: $4,480
- TDHCA Bond Administration Fees (TDHCA as Bond Issuer Only): $0
- Security: $0
- Other: $0

Total Other Expenses: $4,480

## TOTAL ANNUAL EXPENSES Expense per unit: $4596 $514,721 Expense to Income Ratio: 64.28%

## NET OPERATING INCOME (before debt service)
- $286,033

## Annual Debt Service
- CapitalOne: $230,227

TOTAL ANNUAL DEBT SERVICE: $230,227

## NET CASH FLOW
- $55,806

---

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

## INCOME

<table>
<thead>
<tr>
<th></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>$838,800</td>
<td>$855,796</td>
<td>$872,688</td>
<td>$890,141</td>
<td>$907,944</td>
<td>$1,002,444</td>
<td>$1,106,779</td>
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<tr>
<td>Secondary Income</td>
<td>$26,880</td>
<td>$27,418</td>
<td>$27,966</td>
<td>$28,525</td>
<td>$29,096</td>
<td>$32,124</td>
<td>$35,468</td>
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<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$865,680</td>
<td>$882,294</td>
<td>$900,653</td>
<td>$918,667</td>
<td>$937,040</td>
<td>$1,034,568</td>
<td>$1,142,246</td>
</tr>
<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>($64,926)</td>
<td>($66,225)</td>
<td>($67,549)</td>
<td>($68,900)</td>
<td>($70,278)</td>
<td>($77,593)</td>
<td>($85,668)</td>
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<tr>
<td>Rent Concessions</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>EFFECTIVE GROSS ANNUAL INCOME</td>
<td>$800,754</td>
<td>$816,769</td>
<td>$833,104</td>
<td>$849,767</td>
<td>$866,762</td>
<td>$956,975</td>
<td>$1,056,578</td>
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## EXPENSES

<table>
<thead>
<tr>
<th></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>General &amp; Administrative Expenses</td>
<td>$33,873</td>
<td>$34,889</td>
<td>$35,936</td>
<td>$37,014</td>
<td>$38,124</td>
<td>$44,197</td>
<td>$51,236</td>
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<td>Management Fee</td>
<td>$40,038</td>
<td>$40,839</td>
<td>$41,656</td>
<td>$42,489</td>
<td>$43,338</td>
<td>$47,849</td>
<td>$52,289</td>
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<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$130,950</td>
<td>$134,879</td>
<td>$138,925</td>
<td>$143,093</td>
<td>$147,385</td>
<td>$170,860</td>
<td>$198,074</td>
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<td>Repairs &amp; Maintenance</td>
<td>$58,765</td>
<td>$60,435</td>
<td>$62,424</td>
<td>$64,116</td>
<td>$66,039</td>
<td>$76,558</td>
<td>$88,751</td>
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<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$12,992</td>
<td>$13,382</td>
<td>$13,783</td>
<td>$14,197</td>
<td>$14,623</td>
<td>$16,952</td>
<td>$19,652</td>
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<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$58,320</td>
<td>$60,070</td>
<td>$61,872</td>
<td>$63,728</td>
<td>$65,640</td>
<td>$76,094</td>
<td>$88,214</td>
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<tr>
<td>Annual Property Insurance Premiums</td>
<td>$48,720</td>
<td>$50,182</td>
<td>$51,687</td>
<td>$53,238</td>
<td>$54,835</td>
<td>$63,569</td>
<td>$73,693</td>
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<tr>
<td>Property Tax</td>
<td>$95,859</td>
<td>$98,735</td>
<td>$101,697</td>
<td>$104,748</td>
<td>$107,890</td>
<td>$125,074</td>
<td>$144,995</td>
</tr>
<tr>
<td>Reserve for Replacements</td>
<td>$33,600</td>
<td>$34,608</td>
<td>$35,646</td>
<td>$36,716</td>
<td>$37,817</td>
<td>$43,840</td>
<td>$50,823</td>
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<tr>
<td>Other Expenses</td>
<td>$4,480</td>
<td>$4,614</td>
<td>$4,753</td>
<td>$4,895</td>
<td>$5,042</td>
<td>$5,845</td>
<td>$6,776</td>
</tr>
<tr>
<td>TOTAL ANNUAL EXPENSES</td>
<td>$517,507</td>
<td>$532,632</td>
<td>$548,202</td>
<td>$564,232</td>
<td>$580,734</td>
<td>$670,838</td>
<td>$775,044</td>
</tr>
<tr>
<td>NET OPERATING INCOME</td>
<td>$283,247</td>
<td>$284,137</td>
<td>$284,902</td>
<td>$285,535</td>
<td>$285,028</td>
<td>$281,307</td>
<td>$281,534</td>
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</tbody>
</table>

## DEBT SERVICE

<p>| | | | | | | | |</p>
<table>
<thead>
<tr>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td>First Deed of Trust Annual Loan Payment</td>
<td>$230,227</td>
<td>$230,227</td>
<td>$230,227</td>
<td>$230,227</td>
<td>$230,227</td>
<td>$230,227</td>
<td>$230,227</td>
</tr>
<tr>
<td>Second Deed of Trust Annual Loan Payment</td>
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<tr>
<td>Third Deed of Trust Annual Loan Payment</td>
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<td></td>
</tr>
<tr>
<td>Other Annual Required Payment</td>
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<tr>
<td>Other Annual Required Payment</td>
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<td></td>
</tr>
<tr>
<td>ANNUAL NET CASH FLOW</td>
<td>$53,020</td>
<td>$53,910</td>
<td>$54,675</td>
<td>$55,308</td>
<td>$55,801</td>
<td>$55,910</td>
<td>$51,307</td>
</tr>
<tr>
<td>CUMULATIVE NET CASH FLOW</td>
<td>$53,020</td>
<td>$106,930</td>
<td>$161,605</td>
<td>$216,913</td>
<td>$272,714</td>
<td>$551,992</td>
<td>$820,035</td>
</tr>
<tr>
<td>Debt Coverage Ratio</td>
<td>1.23</td>
<td>1.23</td>
<td>1.24</td>
<td>1.24</td>
<td>1.24</td>
<td>1.22</td>
<td>1.22</td>
</tr>
<tr>
<td>Other (Describe)</td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (Describe)</td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

By signing below I (we) are certifying that the above 15 Year pro forma, is consistent with the unit rental rate assumptions, total operating expenses, net operating income, and debt service coverage based on the bank's current underwriting parameters and consistent with the loan terms indicated in the term 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**

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 assumptions other than straight-line growth made during the proforma period should be attached to this exhibit.

<table>
<thead>
<tr>
<th>INCOME</th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 6</th>
<th>YEAR 7</th>
<th>YEAR 8</th>
<th>YEAR 9</th>
<th>YEAR 10</th>
<th>YEAR 11</th>
<th>YEAR 12</th>
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<tbody>
<tr>
<td>POTENTIAL GROSS ANNUAL RENTAL INCOME</td>
<td>$898,890</td>
<td>$855,576</td>
<td>$873,688</td>
<td>$890,141</td>
<td>$907,944</td>
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<td>$1,106,778</td>
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<tr>
<td>Secondary Income</td>
<td>$26,880</td>
<td>$23,418</td>
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<td>$26,525</td>
<td>$23,098</td>
<td>$22,224</td>
<td>$21,468</td>
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<td>$860,616</td>
<td>$874,846</td>
<td>$936,238</td>
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<td></td>
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<tr>
<td>EFFECTIVE GROSS ANNUAL INCOME</td>
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<td>$515,925</td>
<td>$528,177</td>
<td>$531,686</td>
<td>$534,568</td>
<td>$536,648</td>
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</tr>
<tr>
<td>EXPENSES</td>
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<td></td>
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</tr>
<tr>
<td>General &amp; Administrative Expenses</td>
<td>$33,873</td>
<td>$34,898</td>
<td>$35,936</td>
<td>$37,014</td>
<td>$38,126</td>
<td>$44,197</td>
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</tr>
<tr>
<td>Management Fee</td>
<td>$40,038</td>
<td>$40,839</td>
<td>$41,656</td>
<td>$42,489</td>
<td>$43,338</td>
<td>$47,849</td>
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<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$130,950</td>
<td>$134,879</td>
<td>$138,925</td>
<td>$143,093</td>
<td>$147,385</td>
<td>$170,860</td>
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</tr>
<tr>
<td>Repairs &amp; Maintenance</td>
<td>$58,675</td>
<td>$60,435</td>
<td>$62,248</td>
<td>$64,116</td>
<td>$66,039</td>
<td>$76,558</td>
<td></td>
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<td></td>
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<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$20,272</td>
<td>$20,880</td>
<td>$21,507</td>
<td>$22,152</td>
<td>$22,816</td>
<td>$26,450</td>
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<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$47,911</td>
<td>$48,730</td>
<td>$50,192</td>
<td>$51,698</td>
<td>$53,249</td>
<td>$62,770</td>
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<tr>
<td>Annual Property Insurance Premiums</td>
<td>$48,703</td>
<td>$50,182</td>
<td>$51,687</td>
<td>$53,218</td>
<td>$54,835</td>
<td>$63,560</td>
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<tr>
<td>Property Tax</td>
<td>$96,902</td>
<td>$99,706</td>
<td>$102,697</td>
<td>$105,778</td>
<td>$108,952</td>
<td>$126,309</td>
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</tr>
<tr>
<td>Reserve for Replacements</td>
<td>$33,600</td>
<td>$34,608</td>
<td>$35,646</td>
<td>$36,716</td>
<td>$37,817</td>
<td>$43,840</td>
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<td></td>
</tr>
<tr>
<td>Other Expenses</td>
<td>$4,480</td>
<td>$4,614</td>
<td>$4,753</td>
<td>$4,885</td>
<td>$5,042</td>
<td>$5,845</td>
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</tr>
<tr>
<td>TOTAL ANNUAL EXPENSES</td>
<td>$590,727</td>
<td>$594,264</td>
<td>$595,840</td>
<td>$597,589</td>
<td>$599,203</td>
<td>$687,830</td>
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</tr>
<tr>
<td>NET OPERATING INCOME</td>
<td>$285,023</td>
<td>$281,077</td>
<td>$273,856</td>
<td>$264,579</td>
<td>$258,221</td>
<td>$318,748</td>
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</tr>
</tbody>
</table>

### DEBT SERVICE

| Second Deed of Trust Annual Loan Payment   |          |          |          |          |          |          |          |          |          |          |          |          |
| Other Annual Required Payment             |          |          |          |          |          |          |          |          |          |          |          |          |

### ANNUAL NET CASH FLOW

| ANNUAL NET CASH FLOW                       | $55,806  | $56,780  | $57,653  | $58,532  | $59,437  | $59,545  | $59,521  |
| CUMULATIVE NET CASH FLOW                   | $55,806  | $112,586 | $170,217 | $238,509 | $297,505 | $583,710 | $871,376 |
| Debt Coverage Ratio                        | 1.24     | 1.25     | 1.25     | 1.25     | 1.25     | 1.25     | 1.25     |

### OTHER (Describe)

By signing below I (we) are certifying that the above 15 Year pro formas, 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 ef (f) relating to Financial Feasibility).

---

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

---

**Signature, Authorized Representative, Syndicato**

---

[Printed Name]

---

**Phone:** 972-295-1031

**Email:** benjamin.gillipe@capitalone.com

---

[Printed Name]
<table>
<thead>
<tr>
<th>Position</th>
<th>Salary</th>
<th>Hourly</th>
<th>Annual Hours</th>
<th>Compensation</th>
<th>Employment Taxes and Benefits Percentage</th>
<th>Employment and Benefits Cost</th>
<th>Total Cost</th>
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</thead>
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<td>Manager</td>
<td>$45,000</td>
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<td>35%</td>
<td>$15,750</td>
<td>$15,750</td>
</tr>
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<td>Assistant Manager</td>
<td>$15.00</td>
<td>$0</td>
<td></td>
<td></td>
<td>35%</td>
<td>$0</td>
<td>$0</td>
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<td>Leasing Agent</td>
<td>$0</td>
<td>$0</td>
<td></td>
<td></td>
<td>35%</td>
<td>$0</td>
<td>$0</td>
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<td>$41,600</td>
<td>35%</td>
<td>$14,560</td>
<td>$14,560</td>
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<td>$0</td>
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<td><strong>Total Maintenance</strong></td>
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<td>$52,000</td>
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<td>$18,200</td>
</tr>
</tbody>
</table>
The pro formas should be based on the operating income and expense information for the base year (first year of stabilized occupancy using today’s best estimates of market rents, restricted rents, rental income and expenses), and principal and interest debt service. The Department uses an annual growth rate of 2% for income and 3% for expenses. Written explanation for any deviations from these growth rates or for assumptions other than straight-line growth made during the proforma period should be attached to this exhibit.

### INCOME

<table>
<thead>
<tr>
<th>PERIOD</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>$838,800</td>
<td>$855,767</td>
<td>$872,688</td>
<td>$890,141</td>
<td>$907,944</td>
<td>$1,002,444</td>
<td>$1,106,779</td>
</tr>
<tr>
<td>Secondary Income</td>
<td>$26,880</td>
<td>$27,418</td>
<td>$27,966</td>
<td>$28,525</td>
<td>$29,096</td>
<td>$32,124</td>
<td>$35,468</td>
</tr>
<tr>
<td>POTENTIAL GROSS ANNUAL RENTAL INCOME</td>
<td>$865,680</td>
<td>$882,994</td>
<td>$900,653</td>
<td>$918,667</td>
<td>$937,040</td>
<td>$1,034,568</td>
<td>$1,142,246</td>
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<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>$(64,926)</td>
<td>$(56,225)</td>
<td>$(67,549)</td>
<td>$(69,900)</td>
<td>$(70,278)</td>
<td>$(77,593)</td>
<td>$(85,668)</td>
</tr>
<tr>
<td>Rental Concessions</td>
<td>$0</td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>EFFECTIVE GROSS ANNUAL INCOME</td>
<td>$800,754</td>
<td>$816,769</td>
<td>$833,104</td>
<td>$849,767</td>
<td>$866,762</td>
<td>$956,975</td>
<td>$1,056,578</td>
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### EXPENSES

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<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>General &amp; Administrative Expenses</td>
<td>$33,873</td>
<td>$34,899</td>
<td>$35,936</td>
<td>$37,014</td>
<td>$38,124</td>
<td>$44,197</td>
<td>$51,236</td>
</tr>
<tr>
<td>Management Fee</td>
<td>$40,038</td>
<td>$40,839</td>
<td>$41,656</td>
<td>$42,489</td>
<td>$43,338</td>
<td>$47,849</td>
<td>$52,829</td>
</tr>
<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$130,350</td>
<td>$134,879</td>
<td>$138,925</td>
<td>$143,093</td>
<td>$147,385</td>
<td>$170,860</td>
<td>$198,074</td>
</tr>
<tr>
<td>Repairs &amp; Maintenance</td>
<td>$58,675</td>
<td>$60,435</td>
<td>$62,248</td>
<td>$64,116</td>
<td>$66,039</td>
<td>$76,558</td>
<td>$88,751</td>
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<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$12,992</td>
<td>$13,382</td>
<td>$13,783</td>
<td>$14,197</td>
<td>$14,623</td>
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<td>Water, Sewer &amp; Trash Utilities</td>
<td>$58,320</td>
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<td>$61,872</td>
<td>$63,728</td>
<td>$65,640</td>
<td>$76,094</td>
<td>$88,214</td>
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<td>Annual Property Insurance Premiums</td>
<td>$48,720</td>
<td>$50,182</td>
<td>$51,687</td>
<td>$53,238</td>
<td>$54,835</td>
<td>$63,569</td>
<td>$73,693</td>
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<td>$107,890</td>
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<td>Reserve for Replacements</td>
<td>$33,600</td>
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<td>$35,646</td>
<td>$36,716</td>
<td>$37,817</td>
<td>$43,846</td>
<td>$50,823</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>$4,480</td>
<td>$4,614</td>
<td>$4,753</td>
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<td>$286,137</td>
<td>$281,534</td>
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</table>

### DEBT SERVICE

<table>
<thead>
<tr>
<th>DEBT SERVICE</th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Deed of Trust Annual Loan Payment</td>
<td>$230,227</td>
<td>$230,227</td>
<td>$230,227</td>
<td>$230,227</td>
<td>$230,227</td>
<td>$230,227</td>
<td>$230,227</td>
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<tr>
<td>Second Deed of Trust Annual Loan Payment</td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Third Deed of Trust Annual Loan Payment</td>
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<td></td>
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<td></td>
</tr>
<tr>
<td>Other Annual Required Payment</td>
<td></td>
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<td></td>
</tr>
<tr>
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<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>ANNUAL NET CASH FLOW</td>
<td>$53,020</td>
<td>$53,910</td>
<td>$54,675</td>
<td>$55,308</td>
<td>$55,801</td>
<td>$55,910</td>
<td>$51,307</td>
</tr>
<tr>
<td>CUMULATIVE NET CASH FLOW</td>
<td>$53,020</td>
<td>$106,930</td>
<td>$161,605</td>
<td>$216,913</td>
<td>$272,714</td>
<td>$331,992</td>
<td>$820,053</td>
</tr>
<tr>
<td>Debt Coverage Ratio</td>
<td>1.23</td>
<td>1.23</td>
<td>1.24</td>
<td>1.24</td>
<td>1.24</td>
<td>1.24</td>
<td>1.24</td>
</tr>
<tr>
<td>Other (Describe)</td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

By signing below [we] are certifying that the above 15 Year pro formas, is consistent with the unit rental rate assumptions, total operating expenses, net operating income, and debt service coverage based on the banks 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(6)(1) relating to Financial Feasibility)

Signature, Authorized Representative, Construction or Permanent Lender

Signature, Authorized Representative, Syndicator

Date: 2/23/13

Printed Name: John, Yool

Phone: 719-899-5329

Email: John.Yool@cmhh.com

Printed Name: [Signature]

Date: [Signature]
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>Lines 35-37 Hidden</td>
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</tr>
<tr>
<td>Total</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

Date

Seal

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>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>$</td>
</tr>
<tr>
<td>Rough grading</td>
<td></td>
<td></td>
<td>$ 272,200.00</td>
<td></td>
<td></td>
<td>$ 272,200</td>
</tr>
<tr>
<td>Fine grading</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>On-site concrete</td>
<td>$ 78,400.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$ 78,400</td>
</tr>
<tr>
<td>On-site electrical</td>
<td>$ 256,000.00</td>
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<tr>
<td>On-site paving</td>
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<td>$ 462,208</td>
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<td>On-site utilities</td>
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<td>$ 548,000</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>$</td>
<td></td>
<td></td>
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<td>$</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Total</td>
<td>$ 1,616,808</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$ 1,616,808</td>
</tr>
</tbody>
</table>

Signature of Registered Engineer

Printed Name

Date

Seal

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.

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:

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- If based on unit price measures, Column B is multiplied by Column C to arrive at total construction costs.

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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>
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<td></td>
</tr>
<tr>
<td>Detention</td>
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</tr>
<tr>
<td>Rough grading</td>
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<tr>
<td>Fine grading</td>
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</tr>
<tr>
<td>On-site concrete</td>
<td></td>
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<tr>
<td>On-site electrical</td>
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</tr>
<tr>
<td>On-site paving</td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>On-site utilities</td>
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<td></td>
</tr>
<tr>
<td>Decorative masonry</td>
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<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>
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<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><strong>1,616,808</strong></td>
</tr>
</tbody>
</table>

Signature of Registered Engineer

Printed Name

Date

If a revised form is submitted, date of submission:
# Development Cost Schedule

This Development Cost Schedule must be consistent with the Summary Sources and Uses of Funds Statement. All Applications must complete the total development cost column and the Tax Payer Identification column. Only HTC applications must complete the Eligible Basis columns and the Requested Credit calculation below:

## TOTAL DEVELOPMENT SUMMARY

<table>
<thead>
<tr>
<th>Total</th>
<th>Eligible Basis (If Applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Acquisition</td>
</tr>
</tbody>
</table>

### ACQUISITION

<table>
<thead>
<tr>
<th>Cost</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Site acquisition cost</td>
<td>10</td>
</tr>
<tr>
<td>Existing building acquisition cost</td>
<td>10,000</td>
</tr>
<tr>
<td>Closing costs &amp; acq. legal fees</td>
<td>10,000</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
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<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
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</tbody>
</table>

Subtotal Acquisition Cost

<table>
<thead>
<tr>
<th>Cost</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>$10,010</td>
<td>$0</td>
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</tbody>
</table>

### OFF-SITES

<table>
<thead>
<tr>
<th>Cost</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Off-site concrete</td>
<td></td>
</tr>
<tr>
<td>Storm drains &amp; devices</td>
<td></td>
</tr>
<tr>
<td>Water &amp; fire hydrants</td>
<td></td>
</tr>
<tr>
<td>Off-site utilities</td>
<td></td>
</tr>
<tr>
<td>Sewer lateral(s)</td>
<td></td>
</tr>
<tr>
<td>Off-site paving</td>
<td></td>
</tr>
<tr>
<td>Off-site electrical</td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
</tr>
</tbody>
</table>

Subtotal Off-Sites Cost

<table>
<thead>
<tr>
<th>Cost</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>$0</td>
<td>$0</td>
</tr>
</tbody>
</table>

### SITE WORK

<table>
<thead>
<tr>
<th>Cost</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Demolition</td>
<td></td>
</tr>
<tr>
<td>Asbestos Abatement (Demolition Only)</td>
<td></td>
</tr>
<tr>
<td>Detention</td>
<td>0</td>
</tr>
<tr>
<td>Rough grading</td>
<td>272,200</td>
</tr>
<tr>
<td>Fine grading</td>
<td>0</td>
</tr>
<tr>
<td>On-site concrete</td>
<td>78,400</td>
</tr>
<tr>
<td>On-site electrical</td>
<td>256,000</td>
</tr>
<tr>
<td>On-site paving</td>
<td>462,208</td>
</tr>
<tr>
<td>On-site utilities</td>
<td>548,000</td>
</tr>
<tr>
<td>Decorative masonry</td>
<td>0</td>
</tr>
<tr>
<td>Bumper stops, striping &amp; signs</td>
<td>0</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td>0</td>
</tr>
</tbody>
</table>

Subtotal Site Work Cost

<table>
<thead>
<tr>
<th>Cost</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>$1,616,808</td>
<td>$0</td>
</tr>
</tbody>
</table>

### SITE AMENITIES

<table>
<thead>
<tr>
<th>Cost</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Landscaping</td>
<td>193,875</td>
</tr>
<tr>
<td>Pool and decking</td>
<td>200,000</td>
</tr>
<tr>
<td>Athletic court(s), playground(s)</td>
<td>70,000</td>
</tr>
<tr>
<td>Fencing</td>
<td>39,699</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td>0</td>
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</tbody>
</table>

Subtotal Site Amenities Cost

<table>
<thead>
<tr>
<th>Cost</th>
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</thead>
<tbody>
<tr>
<td>$503,574</td>
<td>$0</td>
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</tbody>
</table>
### BUILDING COSTS*:

<table>
<thead>
<tr>
<th>Category</th>
<th>Before 11.9(e)(2)</th>
<th>After 11.9(e)(2)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Concrete</td>
<td>1,164,541</td>
<td>1,164,541</td>
</tr>
<tr>
<td>Masonry</td>
<td>679,316</td>
<td>679,316</td>
</tr>
<tr>
<td>Metals</td>
<td>388,180</td>
<td>388,180</td>
</tr>
<tr>
<td>Woods and Plastics</td>
<td>2,134,992</td>
<td>2,134,992</td>
</tr>
<tr>
<td>Thermal and Moisture Protection</td>
<td>291,135</td>
<td>291,135</td>
</tr>
<tr>
<td>Roof Covering</td>
<td>485,225</td>
<td>485,225</td>
</tr>
<tr>
<td>Doors and Windows</td>
<td>388,180</td>
<td>388,180</td>
</tr>
<tr>
<td>Finishes</td>
<td>1,067,496</td>
<td>1,067,496</td>
</tr>
<tr>
<td>Specialties</td>
<td>97,045</td>
<td>97,045</td>
</tr>
<tr>
<td>Equipment</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Furnishings</td>
<td>194,090</td>
<td>194,090</td>
</tr>
<tr>
<td>Special Construction</td>
<td>97,045</td>
<td>97,045</td>
</tr>
<tr>
<td>Conveying Systems (Elevators)</td>
<td>291,135</td>
<td>291,135</td>
</tr>
<tr>
<td>Mechanical (HVAC; Plumbing)</td>
<td>1,358,631</td>
<td>1,358,631</td>
</tr>
<tr>
<td>Electrical</td>
<td>1,067,496</td>
<td>1,067,496</td>
</tr>
</tbody>
</table>

### Individually itemize costs below:

<table>
<thead>
<tr>
<th>Category</th>
<th>Before 11.9(e)(2)</th>
<th>After 11.9(e)(2)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Detached Community Facilities/Building</td>
<td>1,401,860</td>
<td>1,401,860</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></td>
<td></td>
</tr>
</tbody>
</table>

**Subtotal Building Costs Before 11.9(e)(2)**

<table>
<thead>
<tr>
<th></th>
<th>Before 11.9(e)(2)</th>
<th>After 11.9(e)(2)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$11,106,367</td>
<td>$0</td>
</tr>
</tbody>
</table>

**Voluntary Eligible Building Costs (After 11.9(e)(2))**

|                  | $77.99 psf        | $7,170,947       |

**TOTAL BUILDING COSTS & SITE WORK (including site amenities)**

|                  | $13,226,749       | $0               |

**Contingency**

|                  | 7.00%             | $925,872         |

**TOTAL HARD COSTS**

<table>
<thead>
<tr>
<th>Category</th>
<th>%THC</th>
<th>%EHC</th>
<th>THC</th>
<th>EHC</th>
</tr>
</thead>
<tbody>
<tr>
<td>General requirements (&lt;6%)</td>
<td>6.00%</td>
<td>849,157</td>
<td>596,503</td>
<td>6.00%</td>
</tr>
<tr>
<td>Field supervision (within GR limit)</td>
<td>2.00%</td>
<td>283,052</td>
<td>198,834</td>
<td>2.00%</td>
</tr>
<tr>
<td>Contractor overhead (&lt;2%)</td>
<td>2.00%</td>
<td>849,157</td>
<td>596,503</td>
<td>6.00%</td>
</tr>
<tr>
<td>G &amp; A Field (within overhead limit)</td>
<td>2.00%</td>
<td>283,052</td>
<td>198,834</td>
<td>2.00%</td>
</tr>
<tr>
<td>Contractor profit (&lt;6%)</td>
<td>6.00%</td>
<td>849,157</td>
<td>596,503</td>
<td>6.00%</td>
</tr>
</tbody>
</table>

**TOTAL CONTRACTOR FEES**

|                  | $1,981,366        | $0               |

**TOTAL CONSTRUCTION CONTRACT Before 11.9(e)(2)**

|                  | $16,133,987       | $0               |

**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 Hard Costs indicated above must fall within the required thresholds. If voluntary costs are not entered, staff will consider the Subtotal Building Cost or the Total Construction Contract costs, as applicable. Enter score for Building OR Hard Costs at end of form.*
### SOFT COSTS

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Architectural - Design fees</td>
<td>560,000</td>
<td>560,000</td>
</tr>
<tr>
<td>Architectural - Supervision fees</td>
<td>180,000</td>
<td>180,000</td>
</tr>
<tr>
<td>Engineering fees</td>
<td>275,000</td>
<td>275,000</td>
</tr>
<tr>
<td>Real estate attorney/other legal fees</td>
<td>165,000</td>
<td>165,000</td>
</tr>
<tr>
<td>Accounting fees</td>
<td>25,000</td>
<td>25,000</td>
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<tr>
<td>Impact Fees</td>
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<tr>
<td>Building permits &amp; related costs</td>
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<tr>
<td>Appraisal</td>
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<td>6,000</td>
</tr>
<tr>
<td>Market analysis</td>
<td>12,000</td>
<td>12,000</td>
</tr>
<tr>
<td>Environmental assessment</td>
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<tr>
<td>Soils report</td>
<td>7,000</td>
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</tr>
<tr>
<td>Survey</td>
<td>25,000</td>
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<tr>
<td>Marketing</td>
<td>12,000</td>
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</tr>
<tr>
<td>Hazard &amp; liability insurance</td>
<td>125,000</td>
<td>125,000</td>
</tr>
<tr>
<td>Real property taxes</td>
<td>50,000</td>
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<tr>
<td>Personal property taxes</td>
<td></td>
<td>0</td>
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<tr>
<td>PLEASE SPECIFY - see footnote 1</td>
<td>78,400</td>
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<tr>
<td>PLEASE SPECIFY - see footnote 1</td>
<td>10,000</td>
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<tr>
<td>PLEASE SPECIFY - see footnote 1</td>
<td>150,000</td>
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</table>

**Subtotal Soft Cost**

$1,834,473 | $0 | $1,822,473

### FINANCING:

### CONSTRUCTION LOAN(S)

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
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<tbody>
<tr>
<td>Interest</td>
<td>917,207</td>
<td>362,886</td>
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<tr>
<td>Loan origination fees</td>
<td>127,260</td>
<td>127,260</td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td>50,000</td>
<td>50,000</td>
</tr>
<tr>
<td>Closing costs &amp; legal fees</td>
<td>30,000</td>
<td>30,000</td>
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<tr>
<td>Inspection fees</td>
<td>33,750</td>
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<tr>
<td>Credit Report</td>
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<tr>
<td>Discount Points</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
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<td>0</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
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</tbody>
</table>

### PERMANENT LOAN(S)

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount 1</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Loan origination fees</td>
<td>32,000</td>
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<tr>
<td>Title &amp; recording fees</td>
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<tr>
<td>Closing costs &amp; legal</td>
<td>15,000</td>
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<tr>
<td>Bond premium</td>
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</tr>
<tr>
<td>Credit report</td>
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<td></td>
</tr>
<tr>
<td>Discount points</td>
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<td></td>
</tr>
<tr>
<td>Credit enhancement fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prepaid MIP</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
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</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### BRIDGE LOAN(S)

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Loan origination fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Closing costs &amp; legal</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### OTHER FINANCING COSTS

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tax credit fees</td>
<td>64,110</td>
</tr>
<tr>
<td>Tax and/or bond counsel</td>
<td></td>
</tr>
<tr>
<td>Payment bonds</td>
<td></td>
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<tr>
<td>Performance bonds</td>
<td>228,122</td>
</tr>
<tr>
<td>Credit enhancement fees</td>
<td></td>
</tr>
<tr>
<td>Mortgage insurance premiums</td>
<td></td>
</tr>
<tr>
<td>Cost of underwriting &amp; issuance</td>
<td></td>
</tr>
<tr>
<td>Syndication organizational cost</td>
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</tr>
<tr>
<td>Tax opinion</td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Financing Cost</strong></td>
<td>$1,507,449</td>
</tr>
</tbody>
</table>

### DEVELOPER FEES

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Housing consultant fees</td>
<td></td>
</tr>
<tr>
<td>General &amp; administrative</td>
<td></td>
</tr>
<tr>
<td>Profit or fee</td>
<td>2,729,843</td>
</tr>
<tr>
<td><strong>Subtotal Developer Fees</strong></td>
<td>$2,729,843</td>
</tr>
</tbody>
</table>

### RESERVES

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rent-up</td>
<td>50,000</td>
</tr>
<tr>
<td>Operating</td>
<td>373,867</td>
</tr>
<tr>
<td>Replacement</td>
<td></td>
</tr>
<tr>
<td>Escrows</td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Reserves</strong></td>
<td>$423,867</td>
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</table>

### TOTAL HOUSING DEVELOPMENT COSTS

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Subtotal Financing Cost</strong></td>
<td>$1,507,449</td>
</tr>
<tr>
<td><strong>Subtotal Developer Fees</strong></td>
<td>$2,729,843</td>
</tr>
<tr>
<td><strong>Subtotal Reserves</strong></td>
<td>$423,867</td>
</tr>
<tr>
<td><strong>TOTAL HOUSING DEVELOPMENT COSTS</strong></td>
<td>$22,639,629</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>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total Eligible Basis</strong></td>
<td>$0</td>
</tr>
<tr>
<td><strong>Total Adjusted Basis</strong></td>
<td>$20,912,139</td>
</tr>
<tr>
<td><strong>Total Qualified Basis</strong></td>
<td>$20,912,139</td>
</tr>
<tr>
<td><strong>Applicable Percentage</strong></td>
<td>9.00%</td>
</tr>
<tr>
<td><strong>Credits Supported by Eligible Basis</strong></td>
<td>$1,882,093</td>
</tr>
</tbody>
</table>

(May be greater than actual request)

*11.9(c)(2) Cost Per Square Foot: DO NOT ROUND! Applicants are advised to ensure that figure is not rounding down to the maximum dollar figure to support the elected points.

**Requested Score for 11.9(e)(2)**: 12

**Name of contact for Cost Estimate:** James E. Rickenbacer

**Phone Number for Contact:** (713) 664-9100

If a revised form is submitted, date of submission:
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 Cost 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. Otherwise, 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>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Loan/Equity Amount</td>
</tr>
<tr>
<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>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. Only (Repayable)</td>
<td>$0</td>
<td>0.00%</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Multifamily Direct Loan (Soft Repayable)</td>
<td>$0</td>
<td>0.00%</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Mortgage Revenue Bond</td>
<td>$0</td>
<td>0.00%</td>
</tr>
<tr>
<td>CapitalOne</td>
<td>Conventional Loan</td>
<td>$12,733,000</td>
<td>6.00%</td>
</tr>
<tr>
<td>The Montrose Center (CofH)</td>
<td>Conventional Loan</td>
<td>$2,500,000</td>
<td>0.00%</td>
</tr>
<tr>
<td>The Montrose Center</td>
<td>Conventional Loan</td>
<td>$2,500,000</td>
<td>0.00%</td>
</tr>
<tr>
<td>Third Party Equity</td>
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</tr>
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<td>Hudson Housing Capital, LLC</td>
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<td>13.648,635</td>
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<tr>
<td>Grant</td>
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<tr>
<td>City of Houston</td>
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<td>500</td>
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<tr>
<td>Deferred Developer Fee</td>
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<tr>
<td>Covenant Neighborhoods, Inc.</td>
<td></td>
<td>$2,183,874</td>
<td>790,494</td>
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<tr>
<td>Other</td>
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<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Direct Loan Match</td>
<td></td>
<td></td>
</tr>
<tr>
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</tr>
<tr>
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<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Total Sources of Funds                  | $22,647,101                                  |                     |                  |                  |             |      |              |
| Total Uses of Funds                     | $22,639,629                                  |                     |                  |                  |             |      |              |
**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).

CapitalOne will provide and conventional construction to perm loan. The Montrose Center has applied for and been awarded a $2.5M loan. The Loan Agreement has been negotiated and executed. It is contingent upon closing on the land and that is contingent upon the receipt of tax credits and the raising of additional funds. The Montrose Center has exceeded the required fund raising and the transaction no hinges upon tax credit award. The funds raised by The Montrose Center will be loaned to the partnership.

$300 per unit per year is a City of Houston current underwriting requirement.

The funds received from the City of Houston through a tri-party agreement are TIRZ funds but there is the expectation that the same HOME related rules will be required, a certain number of LH/HH units designated and the corresponding rents etc. No other operating or rent subsidies (Section 8 project based contracts) are anticipated at this time.

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:

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.

<table>
<thead>
<tr>
<th>Signature, Authorized Representative, Construction or Permanent Lender</th>
<th>Printed Name</th>
<th>Date</th>
</tr>
</thead>
</table>

Telephone: __________________________

Email address: __________________________

If a revised form is submitted, date of submission: __________________________
### Financing Narrative and Summary of Sources and Uses

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

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Construction Period</th>
<th>Permanent Period</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Loan/Equity Amount</td>
<td>Loan/Equity Amount</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Interest Position</td>
<td>Interest Position</td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. to Perm. (Repayable)</td>
<td>$0</td>
<td>0.00%</td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. Only (Repayable)</td>
<td>$0</td>
<td>0.00%</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Multifamily Direct Loan (Soft Repayable)</td>
<td>$0</td>
<td>0.00%</td>
</tr>
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<td>HTC</td>
<td>$1,500,000</td>
<td>$2,729,727</td>
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<tr>
<td>City of Houston</td>
<td>Local Government Grant</td>
<td>$500</td>
<td>$500</td>
</tr>
<tr>
<td>Covenant Neighborhoods, Inc.</td>
<td>Direct Loan Match</td>
<td>$2,183,874</td>
<td>$790,494</td>
</tr>
<tr>
<td></td>
<td>Direct Loan Match</td>
<td>$</td>
<td>-</td>
</tr>
</tbody>
</table>

#### Total Sources of Funds

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$22,647,101</td>
</tr>
</tbody>
</table>

#### Total Uses of Funds

|                        | $22,639,629 |
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).

CapitalOne will provide and conventional construction to perm loan. The Montrose Center has applied for and been awarded a $2.5M loan. The Loan Agreement has been negotiated and executed. It is contingent upon closing on the land and that is contingent upon the receipt of tax credits and the raising of additional funds. The Montrose Center has exceeded the required fund raising and the transaction no hinges upon tax credit award. The funds raised by The Montrose Center will be loaned to the partnership.

Describe the replacement reserves:

$300 per unit per year is a City of Houston current underwriting requirement.

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

The funds received from the City of Houston through a tri-party agreement are TIRZ funds but there is the expectation that the same HOME related rules will be required, a certain number of LH/HH units designated and the corresponding rents etc. No other operating or rent subsidies (Section 8 project based contracts) are anticipated at this time.

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]  [Printed Name]  [Date]

Signature, Authorized Representative, Construction or Permanent Lender

[Telephone: 713-899-5329]

Email address: john.yedwarr@capitalone.com

If a revised form is submitted, date of submission: ____________________
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 Costs as a short-term loan for Development; OR
- Evidence of a line of credit or equivalent tool equal to at least 10% of the Total Housing Development Cost 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), Development Owner MUST provide:

- equity in an amount not less than 20% of Total Housing Development Costs; and
- if proposing new construction, an "as completed" appraisal pursuant to 10 TAC §10.304 which results in a repayable loan to value of not greater than 80%; or
- if proposing rehabilitation, the "as is" appraisal required by 10 TAC §10.205(4) may meet this requirement without needing an "as completed" appraisal provided the loan to value is not greater than 80%

As a result of providing owner equity in an amount greater than 5% of Total Housing Development Costs, the following must be provided in accordance with 10 TAC §10.204(7)(C):

- A letter - not older than 6 months from the date the of Application submission - from a Third Party CPA verifying the capacity of the Development Owner to provide the proposed financing with funds that are not otherwise committed or pledged; and
- A letter - not older than 6 months from the date the of Application submission - from the Development Owner bank or banks confirming that such funds are and will remain 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 and source of Match funds by completing the table below.

Generally, a Related Party contribution to the Development is not considered eligible Match. Please see 10 TAC §13.2(8) as well as the Match Guidance below.

<table>
<thead>
<tr>
<th>Type of Match Pledged</th>
<th>Pledged Amount</th>
<th>Source of Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non-Federal Grants</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Waived, foregone or deferred fees and charges (ex: debris removal and container fees, tap fees, building permits, other mandatory fees charged by the local municipality) **CANNOT</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Below Market Interest Rate Loan</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Property Tax Abatement</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Donated Non-Professional Labor</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Non-Federally Funded Infrastructure</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rental Value of Donated Use of Site Preparation or Construction Equipment</td>
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<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) #DIV/0!</td>
<td></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:

<table>
<thead>
<tr>
<th>Loan Amount</th>
<th>$100,000</th>
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<tbody>
<tr>
<td>Monthly Payment at Market</td>
<td></td>
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<tr>
<td>Interest Rate (5.65%)</td>
<td>$577.24</td>
</tr>
<tr>
<td>Monthly Payment at Below-Market Rate (4%)</td>
<td>$477.42</td>
</tr>
<tr>
<td>Interest Savings (per month)</td>
<td>$99.82</td>
</tr>
<tr>
<td>NPV (360 months, 5.65%)</td>
<td>$17,292.85</td>
</tr>
</tbody>
</table>

*** 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:

<table>
<thead>
<tr>
<th>Annual Tax Abatement</th>
<th>$5,000</th>
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</thead>
<tbody>
<tr>
<td>Term</td>
<td>10 years</td>
</tr>
<tr>
<td>Discount Rate (10 year Treasury Yield)</td>
<td>2.65%</td>
</tr>
<tr>
<td>Net Present value</td>
<td>$43,423.07</td>
</tr>
</tbody>
</table>

***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 Houston**

- [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))

<table>
<thead>
<tr>
<th>Percent of Units restricted to serve households at or below 30% of AMGI</th>
<th>21.43%</th>
</tr>
</thead>
<tbody>
<tr>
<td>HTC funding request as a percent of Total Housing Development Cost</td>
<td>6.63%</td>
</tr>
</tbody>
</table>

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

### INCOME

<table>
<thead>
<tr>
<th></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>$838,800</td>
<td>$835,576</td>
<td>$872,688</td>
<td>$890,141</td>
<td>$907,944</td>
<td>$1,002,444</td>
<td>$1,106,779</td>
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<td>$27,966</td>
<td>$28,625</td>
<td>$29,056</td>
<td>$32,124</td>
<td>$35,468</td>
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<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$865,680</td>
<td>$862,994</td>
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<td>$918,767</td>
<td>$937,000</td>
<td>$1,034,568</td>
<td>$1,142,246</td>
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<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>$(64,926)</td>
<td>$(56,625)</td>
<td>$(56,549)</td>
<td>$(56,900)</td>
<td>$(57,278)</td>
<td>$(57,793)</td>
<td>$(58,668)</td>
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<tr>
<td>Rental Concessions</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
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<td>$0</td>
<td>$0</td>
<td>$0</td>
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<tr>
<td>EFFECTIVE GROSS ANNUAL INCOME</td>
<td>$800,754</td>
<td>$816,769</td>
<td>$833,104</td>
<td>$849,767</td>
<td>$866,762</td>
<td>$956,975</td>
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</table>

### EXPENSES

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<tr>
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<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>General &amp; Administrative Expenses</td>
<td>$33,873</td>
<td>$34,889</td>
<td>$35,936</td>
<td>$37,014</td>
<td>$38,124</td>
<td>$44,197</td>
<td>$51,236</td>
</tr>
<tr>
<td>Management Fee</td>
<td>$40,038</td>
<td>$40,839</td>
<td>$41,656</td>
<td>$42,489</td>
<td>$43,338</td>
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<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$130,950</td>
<td>$134,879</td>
<td>$138,925</td>
<td>$143,039</td>
<td>$147,385</td>
<td>$170,860</td>
<td>$198,074</td>
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<tr>
<td>Repairs &amp; Maintenance</td>
<td>$56,675</td>
<td>$60,435</td>
<td>$62,248</td>
<td>$64,116</td>
<td>$66,070</td>
<td>$76,558</td>
<td>$87,751</td>
</tr>
<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$12,992</td>
<td>$13,382</td>
<td>$13,783</td>
<td>$14,197</td>
<td>$14,623</td>
<td>$16,952</td>
<td>$19,652</td>
</tr>
<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$58,320</td>
<td>$60,070</td>
<td>$61,872</td>
<td>$63,728</td>
<td>$65,540</td>
<td>$76,094</td>
<td>$88,214</td>
</tr>
<tr>
<td>Annual Property Insurance Premiums</td>
<td>$48,720</td>
<td>$50,182</td>
<td>$51,687</td>
<td>$53,238</td>
<td>$54,835</td>
<td>$63,569</td>
<td>$73,693</td>
</tr>
<tr>
<td>Property Tax</td>
<td>$95,859</td>
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<td>$101,697</td>
<td>$104,748</td>
<td>$107,890</td>
<td>$125,074</td>
<td>$144,995</td>
</tr>
<tr>
<td>Reserve for Replacements</td>
<td>$33,600</td>
<td>$34,608</td>
<td>$35,646</td>
<td>$36,716</td>
<td>$37,817</td>
<td>$43,840</td>
<td>$50,823</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>$4,480</td>
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<td>$4,753</td>
<td>$4,956</td>
<td>$5,142</td>
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<td>$6,776</td>
</tr>
<tr>
<td>TOTAL ANNUAL EXPENSES</td>
<td>$517,507</td>
<td>$532,632</td>
<td>$548,202</td>
<td>$564,232</td>
<td>$580,734</td>
<td>$670,838</td>
<td>$775,044</td>
</tr>
<tr>
<td>NET OPERATING INCOME</td>
<td>$283,247</td>
<td>$284,137</td>
<td>$284,902</td>
<td>$285,535</td>
<td>$286,028</td>
<td>$286,137</td>
<td>$281,534</td>
</tr>
</tbody>
</table>

### DEBT SERVICE

- **First Deed of Trust Annual Loan Payment**: $230,227
- **Second Deed of Trust Annual Loan Payment**: $230,227
- **Third Deed of Trust Annual Loan Payment**: $230,227
- **Other Annual Required Payment**: $230,227
- **Other Annual Required Payment**: $230,227

### ANNUAL NET CASH FLOW

<table>
<thead>
<tr>
<th>ANNUAL NET CASH FLOW</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>$53,020</td>
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<td>$55,801</td>
<td>$55,910</td>
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### CUMULATIVE NET CASH FLOW

<table>
<thead>
<tr>
<th>CUMULATIVE NET CASH FLOW</th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
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</tr>
</thead>
<tbody>
<tr>
<td>$53,020</td>
<td>$106,330</td>
<td>$161,605</td>
<td>$216,913</td>
<td>$272,714</td>
<td>$351,932</td>
<td>$820,035</td>
<td></td>
</tr>
</tbody>
</table>

### Debt Coverage Ratio

- **First Year**: 1.23
- **Second Year**: 1.23
- **Third Year**: 1.24
- **Fourth Year**: 1.24
- **Fifth Year**: 1.24
- **Sixth Year**: 1.22

By signature below, we are certifying that the above 15 Year pro forma is consistent with the unit rental rate assumptions, total operating expenses, net operating income, and debt service coverage based on the bank’s current underwriting parameters and consistent with the loan terms indicated in the term sheet and preliminarily considered feasible pending further diligence review. The debt service for each year maintains a debt coverage ratio of 1.15 or more. (Signature only required if using this pro forma for points under 11.9(6)(1) relating to Financial Feasibility)

**Signature, Authorized Representative, Construction or Permanent Lender**: [Signature]

**Date**: 2/28/13

**Phone**: 719-809-5329

**Email**: john.younum@fhaone.com

**Signature, Authorized Representative, Syndicator**: [Signature]

**Date**: [Signature]

**Printed Name**: [Printed Name]

**Date of Submission**: [Date]

If a revised form is submitted, date of submission: [Date]
February 27, 2018

Stephan Fairfield
2222 Cleburne, LP
PO Box 15398
Houston, TX 77220

Re: 2222 Cleburne Apartments – Houston, TX – TDHCA#18243

Dear Stephan:

I have received and reviewed the 15-year pro forma for 2222 Cleburne Apartments located in Houston, Texas. The attached 15-year pro forma was prepared by the applicant and is consistent with the unit rental rate assumptions, total operating expenses, net operating income, and debt service coverage based on Capital One’s current underwriting parameters. The 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 and is considered feasible. Feasibility was determined based upon preliminary information provided by you to date, and are subject to further due diligence, final underwriting and credit approval.

Additionally, Cap One has performed a preliminary review of the credit worthiness of the Development Owner and the principals and guarantors named in the Capital One proposal. At this time, based on our preliminary review, Capital One has no reservations with any of the principals or guarantors of the borrower and we do not currently anticipate additional guarantors or financial strength will be needed to facilitate a loan to this borrower, other than those requirements disclosed, subject to final due diligence, underwriting and credit approval.

Sincerely,

John Yochum
Vice President
Community Finance
(713) 899-5329
15 Year Rental Housing Operating Pro Forma (All Programs)

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

<table>
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<td>$890,141</td>
<td>$907,944</td>
<td>$1,002,444</td>
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</tr>
<tr>
<td>Secondary Income</td>
<td>$26,880</td>
<td>$27,418</td>
<td>$27,966</td>
<td>$28,525</td>
<td>$29,096</td>
<td>$32,124</td>
<td>$35,468</td>
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<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$865,620</td>
<td>$828,154</td>
<td>$890,075</td>
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<td>$937,800</td>
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<td>Rental Concessions</td>
<td>$0</td>
<td></td>
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<table>
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<tr>
<th>EXPENSES</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
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<tr>
<td>Management Fee</td>
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<td>$40,839</td>
<td>$41,655</td>
<td>$42,489</td>
<td>$43,336</td>
<td>$47,849</td>
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<td>$130,780</td>
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<td>$58,675</td>
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<td>$62,248</td>
<td>$64,116</td>
<td>$66,039</td>
<td>$75,558</td>
<td>$88,751</td>
</tr>
<tr>
<td>Electric &amp; Gas Utilities</td>
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<td>$16,783</td>
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<td>Water, Sewer &amp; Trash Utilities</td>
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<td>$61,872</td>
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<td>$88,214</td>
</tr>
<tr>
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<td>$51,687</td>
<td>$53,238</td>
<td>$54,835</td>
<td>$63,569</td>
<td>$73,693</td>
</tr>
<tr>
<td>Property Tax</td>
<td>$95,859</td>
<td>$98,735</td>
<td>$101,697</td>
<td>$104,748</td>
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<td>$144,995</td>
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<tr>
<td>Reserve for Replacements</td>
<td>$33,608</td>
<td>$34,608</td>
<td>$35,646</td>
<td>$36,716</td>
<td>$37,817</td>
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<td>$50,823</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>$4,840</td>
<td>$4,614</td>
<td>$4,753</td>
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<td>$6,776</td>
</tr>
<tr>
<td>TOTAL ANNUAL EXPENSES</td>
<td>$517,507</td>
<td>$532,632</td>
<td>$548,202</td>
<td>$564,232</td>
<td>$580,734</td>
<td>$670,838</td>
<td>$775,044</td>
</tr>
<tr>
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<td>$284,902</td>
<td>$285,535</td>
<td>$286,028</td>
<td>$286,137</td>
<td>$281,534</td>
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</table>

<table>
<thead>
<tr>
<th>DEBT SERVICE</th>
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<th></th>
<th></th>
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<td>Second Deed of Trust Annual Loan Payment</td>
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<td></td>
</tr>
<tr>
<td>Third Deed of Trust Annual Loan Payment</td>
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</tr>
<tr>
<td>Other Annual Required Payment</td>
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<td></td>
</tr>
<tr>
<td>Other Annual Required Payment</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ANNUAL NET CASH FLOW</td>
<td>$53,020</td>
<td>$53,910</td>
<td>$54,675</td>
<td>$55,308</td>
<td>$55,801</td>
<td>$55,910</td>
<td>$51,307</td>
</tr>
<tr>
<td>CUMULATIVE NET CASH FLOW</td>
<td>$53,020</td>
<td>$106,930</td>
<td>$161,605</td>
<td>$216,913</td>
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<td>1.24</td>
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<td>1.22</td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

By signing below (we) are certifying that the above 15 Year pro formas 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 preliminary 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(3)(1) relating to Financial Feasibility)

Signature, Authorized Representative, Construction or Permanent Lender

Date: 2/29/13

Printed Name

Phone: 719.834.5329
Email: john.scully@en.fhalone.com

Signature, Authorized Representative, Syndicator

Printed Name

Date

If a revised form is submitted, date of submission:
February 27, 2018

Stephan Fairfield  
2222 Cleburne, LP  
PO Box 15398  
Houston, TX 77220  

CONFIDENTIAL  

Re: 2222 Cleburne Apartments, Houston, TX  

Dear Stephan:

Capital One, National Association (together with its affiliates, “Capital One”) is pleased to provide you with its proposal as outlined in the attached summary of terms and conditions (this letter together with the exhibits attached hereto, the “Proposal”) to provide financing for your proposed development, 2222 Cleburne Apartments (the “Development”).

This Proposal contains an outline of suggested terms only, and it does not represent a commitment by Capital One or create any obligation whatsoever on Capital One's part. It is for discussion purposes only, and the outlined terms have not received final approval by the appropriate Capital One lending authorities. This Proposal replaces and voids any and all previous financing proposals by Capital One for the Development.

Based on the information you have provided, the Development appears feasible, and Capital One is willing to begin due diligence on the following terms.

The proposed terms and conditions below (including capitalized terms in bold) are supplemented by those set forth in Exhibit A hereto.

BORROWER: 2222 Cleburne, LP  

TYPE and PURPOSE of LOANS: The Construction Loan is a non-revolving multiple-draw loan advanced to finance a portion of the Property Improvements and to bridge the LIHTC equity pay-ins or other subordinated financing. Closing of the Construction Loan will be subject to satisfaction of the conditions set forth in Exhibit B.

Advances under the Construction Loan will be made no more frequently than monthly, with the funding based upon the percentage-of-completion for actual work-in-place as approved by Capital One and its construction consultant. Retainage will be withheld on each advance and the terms of the construction contract between the Borrower and the Development’s general contractor (the “General Contractor”) must be acceptable to Capital One. Retainage Terms with the General Contractor to be approved by Capital One. Funds will be deposited into the Borrower’s construction account held at Capital One. If requested, funds may be wired from that account; however, scheduled wire charges may apply.
The **Permanent Loan** will be provided by Capital One in the form of a single-draw amortizing term loan. Certain amounts outstanding under the Construction Loan will be converted to the Permanent Loan (the “Conversion”) at the end of the construction phase, subject to satisfaction of the conditions set forth in Exhibit C. Borrower may pay down the permanent loan balance up to 20% without penalty prior to conversion. For any paydown over 20%, then the **Prepayment Premium** is charged.

**COLLATERAL; ETC.:** First lien deed of trust/mortgage on the Borrower’s interest in real property and improvements (whether fee simple or leasehold). Assignments and/or first lien security interest in rents and leases, general partner/managing member’s interest, low income housing tax credits, construction contract, architect’s contract, management contract, development agreement, social service contract (if any), FF&E and all accounts including escrow, reserve, and operating accounts.

The **Construction Loan** and **Permanent Loan** will become due upon sale of, or refinance of any debt incurred in respect of, the Project property or **Property Improvements**.

**AFFORDABILITY RESTRICTIONS:** The Development will be affordable to tenants under the **Affordability Restrictions** and may include any **Operating Subsidies** awarded to the Borrower.

**AMOUNT OF LOANS:** The maximum amount of the **Construction Loan** (during the construction phase) shall be the lesser of:

- The **Construction Loan** amount set forth on Exhibit A
- Up to 80% of the sum of the value of the property including the as completed and stabilized value including rent restrictions, inclusive of property tax abatement (if applicable) and the value of the tax credits at the lesser of appraised value or the accepted purchase price of such tax credits.

The maximum amount of the **Permanent Loan** (during the permanent phase) shall be the least of:

- The **Permanent Loan** amount set forth on Exhibit A
- The **Permanent Loan to Value** of the as completed and stabilized appraised value (including rent restrictions)
- An amount that would be supported by Development cash flow on the **Debt Service Coverage Ratio** in the reasonable determination of Capital One

**LOAN FEES:** The **Construction Loan Origination Fee** on the full amount of the Construction Loan and the **Permanent Loan Origination Fee** on the full amount of the Permanent Loan. All such fees are due at the closing of the Construction Loan and are nonrefundable.

If the Borrower terminates the commitment for the Permanent Loan, then Borrower will be assessed an exit fee of 5% of the full amount of the Permanent Loan commitment; provided that if the Borrower terminates the commitment for the Permanent Loan in conjunction with a refinancing by Capital One Multifamily Finance, then Borrower will be charged the lesser of the 5% exit fee or breakage costs.

**CONSTRUCTION LOAN INTEREST RATE and PAYMENTS:** Rates quoted are predicated on the assumption that all operating accounts, construction accounts, reserve accounts and any other deposit accounts of the Borrower and the Development, including escrow accounts, will be maintained with Capital One for the entire period that the Construction Loan is outstanding. If circumstances are such that this cannot be achieved, pricing may vary.
For the **Construction Loan**, the rate will be determined using Construction Loan Spread plus an Index which will re-price monthly. Indicative loan pricing for today’s date can be found in Exhibit A. For underwriting purposes, the interest reserve will be sized assuming a **Construction Minimum Rate**.

During construction, interest only payments will be due monthly. Interest shall be calculated utilizing a 360-day basis for the actual number of days that principal is outstanding.

**CONSTRUCTION LOAN TERM and EXTENSION:** The **Construction Loan Term** is inclusive of the **Construction Completion Date**, which shall not be extended more than 60 days due to force majeure and, in any event, shall not be extended beyond the placed in service date. Construction shall commence no later than 30 days of the **Anticipated Closing Date**.

As outlined in Exhibit A, a one-time extension of 6 months is allowed based on the amount of the Construction Loan extended, including unfunded amounts that will remain available after extension. An **Extension Period** may be authorized subject to satisfaction of conditions including, but not limited to:

- compliance with all placed in service requirements of the Texas Department of Housing and Community Affairs
- lien free completion
- adequate interest reserve
- all scheduled equity due at that point having been funded
- receipt of extension for all additional financing sources as necessary
- no event of default in any documents governing any credit facility, subordinate debt, grant, equity or other binding agreements governing the borrower, Development or guarantor
- **Extension Period Physical Occupancy**
- **Extension Debt Service Coverage Ratio**
- **Extension Fee** payment

Additional extension criteria may be added upon changes in the financing structure and/or receipt of the loan/equity documents for other lenders/financing partners. If the extension is exercised, the Borrower will pay any and all reasonable costs related to the extension, including cost for an updated appraisal, if required.

**PERMANENT LOAN TERM, RATE and PREPAYMENT:** The **Permanent Loan Term** and the **Permanent Loan Amortization** are set forth in Exhibit A.

An indicative **Permanent Loan Rate** quoted as of today’s date is set forth in Exhibit A. The **Permanent Loan Rate** is subject to change based on market conditions and Capital One will underwrite and size the Permanent Loan assuming a **Minimum Permanent Loan Rate**, until the permanent commitment is rate locked. Rate lock is subject to Capital One’s approval and a rate lock agreement may be required. A non-refundable **Rate Lock Fee** will be due at the closing of the Construction Loan.

Prepayment of the Permanent Loan is permitted during the term of the Permanent Loan, subject to **Prepayment Premium** calculated as the greater of 1% of the outstanding Permanent Loan balance or using Fannie Mae’s yield maintenance formula.

**GUARANTIES:** Capital One will have full recourse to the Borrower, as well as a payment and performance guaranty from (i) the general partner/managing member of the Borrower and (ii) each **Guarantor** listed on Exhibit A which shall be satisfactory to Capital One following
due diligence (collectively, the "Guarantor Parties") with respect to the Construction Loan. The Guarantor Parties may be subject to Additional Covenants. In addition, Lien Free Completion Guaranties will be required from the parties listed on Exhibit A. These guaranties will include post-Conversion carve outs which are customary for transactions of this type.

The Borrower and the Guarantor Parties will jointly and severally provide environmental indemnification which shall survive the Conversion.

**EQUITY:** Total LIHTC Contribution will come from the sale of tax credits. Equity terms must be acceptable to Capital One and are subject to credit approval.

Except for certain costs approved by Capital One to be paid at closing of the Construction Loan from the proceeds of equity, the equity investor shall deposit each installment of the equity contribution amount in an account of Borrower held at and controlled by Capital One. The funds in that account will be disbursed by Capital One to: (i) pay for approved budgeted items and/or applied to the Construction Loan in accordance with the loan documents, and (ii) pay down the Construction Loan after construction completion to the amount of the Permanent Loan. Capital One will have no obligation to make an advance of the Construction Loan unless and until Capital One has disbursed any installment of equity proceeds then on deposit with Capital One (as will be more particularly provided for in the applicable loan documents).

**ADDITIONAL SOURCES OF FINANCING:** For all Additional Sources included in the financing structure, all amounts owing to the Additional Sources must remain subordinate on terms satisfactory to Capital One to the amounts outstanding under the Construction Loan or the Permanent Loan until paid in full. There will be a Servicing Fee to administer the Additional Sources during construction.

**CASH DEVELOPER FEE:** Cash Developer Fee payments will be subordinate to the Construction Loan and will be paid out in accordance with a schedule to be agreed during underwriting.

**CONTINGENCIES:** Capital One requires a minimum Hard Cost Contingency and Soft Cost Contingency within the budget. Should the applicable finance agency not permit the such contingencies, then a portion of Cash Developer Fee will be escrowed at closing of the Construction Loan in the amount of such contingencies less what is included in the budget. The escrowed Cash Developer Fee will be released with the completion equity installment.

**PAYMENT AND PERFORMANCE BONDS OR LETTERS OF CREDIT:** The General Contractor will provide payment and performance bonds during construction, provided by a surety with at least an AM Best rating of “A” and acceptable to Capital One in its sole discretion. However, if the General Contractor is unable to provide bonds, or uses a surety company with a lower rating, Capital One is willing to consider a letter of credit in favor of Capital One for no less than 15% of the total amount stated under the construction contract from a highly-rated issuer acceptable to Capital One in its sole discretion.

**THIRD PARTIES:** Third party firms including, but not limited to, the General Contractor, property manager, consulting engineer, and environmental consultant are subject to Capital One’s review and approval.

**NET OPERATING INCOME:** Net Operating Income will be treated as set forth on Exhibit A. All Net Operating Income will be held in a deposit account at Capital One.
EXPENSES and GOOD FAITH DEPOSIT: Underwriting, closing, and any other expenses must be reimbursed to Capital One whether or not the Construction Loan closes. Customary expenses include but are not limited to: appraisal, plan & cost review, flood search, legal fees or costs, insurance consultant review, and construction signage.

Please include a **Good Faith Deposit** when you return a countersigned copy of this Proposal to us. Within three weeks following the closing of the Construction Loan, the deposit will be returned provided that Capital One has confirmed all third-party costs have been paid from the closing requisition. The Good Faith Deposit should not be included as a line item in the development budget. If for any reason the Construction Loan does not close, any third party or legal costs billed to Capital One will be deducted from the deposit and any remaining portion will be refunded. Additional deposits may be required for continued underwriting and legal document drafting if current estimates exceed original estimates prior to final credit approval and closing.

PATRIOT ACT DISCLOSURE: We hereby notify you that pursuant to the requirements of the USA PATRIOT Act, Title III of Pub. L. 107-56 (signed into law on October 26, 2001) (the “PATRIOT Act”), Capital One may be required to obtain, verify and record information that identifies the Borrower and each Guarantor Party, which information includes the name, address, tax identification number and other information regarding the Borrower and each Guarantor Party that will allow Capital One to identify the Borrower and each Guarantor Party in accordance with the PATRIOT Act. This notice is given in accordance with the requirements of the PATRIOT Act.

ECOA NOTICE: The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contact); because all or part of the applicant's income derives from any public assistance program, or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this Capital One is the Consumer Financial Protection Bureau, 1700 G Street NW, Washington DC 20552. If your application for business credit is denied, you have the right to a written statement of the specific reasons for the denial. To obtain the statement, please contact the office of Capital One listed at the top of this letter within 60 days from the date you are notified of our decision. We will send you a written statement of reasons for the denial within 30 days of receiving your request for the statement.

CONFIDENTIALITY: The contents of this Proposal may not be shared with any third party without Capital One’s prior written consent, except for potential equity and subordinated debt investors, professional advisors, management and regulatory or other governmental bodies on a need-to-know basis. All persons who are informed of the contents of this Proposal also shall be informed that such contents are confidential and cannot be disclosed without Capital One’s prior written consent.

WAIVER OF JURY TRIAL: THE PARTIES HERETO, TO THE EXTENT PERMITTED BY LAW, WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING ARISING OUT OF, IN CONNECTION WITH OR RELATING TO, THIS PROPOSAL, THE CONSTRUCTION LOAN, THE PERMANENT LOAN AND ANY OTHER TRANSACTION RELATED HERETO OR THERETO. THIS WAIVER APPLIES TO ANY ACTION, SUIT OR PROCEEDING WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE.
ACCEPTANCE; EXPIRATION: To accept this Proposal, the Proposal must be countersigned and returned to us along with the Good Faith Deposit within seven (7) business days of the date of the letter or the terms of this letter shall become null and void. Once accepted, if the closing of the Construction Loan does not occur by the Anticipated Closing Date, the terms of this Proposal shall become null and void.

Notwithstanding the foregoing, the provisions of this letter set forth under the headings “Expenses and Good Faith Deposit”, “Confidentiality” and “Waiver of Jury Trial” shall survive the termination or expiration of this Proposal and shall remain in full force and effect regardless of whether the Construction Loan closes.

Thank you for the opportunity to present this Proposal to you. I look forward to your acceptance and to our developing relationship.

A preliminary review has been performed of the proposed transaction and the proposed guarantors. At this time, Capital One has no reservations with the principals of the borrower.

In order to get to a final closing on or before October 31, 2018, Capital One will need to commence its underwriting and due diligence process no later than 90 days prior to the anticipated closing. The following critical path items need to occur within the following timeframes:

- All third-party vendors (appraisal, engineering consultant, environmental, insurance) would need to be engaged by Capital One no later than June 30th.
- If borrower will provide Phase I and other environmental reports, then the reports should be received no later than June 30th.
- Third party vendors must receive all required deliverables necessary to complete their review no later than 10 days after engagement for their reports to be issued and accepted no later than August 30th.
- Market study should be received no later than July 30th.
- Legal documentation from all parties should be finalized and signed off by all parties no later than September 30th.
- Underwriting and approval will occur concurrently with the third-party reviews and drafting of legal documents. Final approval no later than October 15th provided the items noted above are completed no later than the dates outlined.
- Closing to occur on or before October 31st, subject to credit approval and satisfaction of all conditions precedent to closing outlined in Exhibit B.

Sincerely,

John Yochum
John Yochum
Senior Vice President
Capital One, National Association
Accepted and Agreed:

2222 Cleburne I GP, LLC

By: __________________________

Name: __________________________

Title: __________________________

Date: __________________________
Accepted and Agreed:

2222 Cleburne I GP, LLC

By: 

Name: Am J Robinson
Title: Exec. Dir.
Date: 2.28.18
# EXHIBIT A

The terms and conditions set forth below supplement those set forth in the Proposal letter

<table>
<thead>
<tr>
<th>Borrower</th>
<th>2222 Cleburne, LP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property Improvements</td>
<td>The new construction of a 112-unit senior housing affordable development. The unit design includes one and two bedroom units within 1 4-story building and attached 2-story community building</td>
</tr>
</tbody>
</table>
| Affordability Restrictions | - 24 units restricted to 30% of AMI  
- 41 units restricted to 50% of AMI  
- 4 HOME-units restricted to 50% of AMI  
- 29 units restricted to 60% of AMI  
- 14 HOME-units restricted to 50% of AMI |
<p>| Operating Subsidies | N/A |
| Construction Loan | $12,733,000 |
| Retainage Terms | 10% retainage will be withheld on all draws until 50% completion, and the portion of retainage withheld up until that point will continue to be held until Substantial Completion. Thereafter, retainage withheld will be lowered to 5% on all remaining draws until Substantial Completion, resulting in a net aggregate retainage of 7.5% held at Substantial Completion. |
| Permanent Loan | Up to $3,200,000 |
| Permanent Loan to Value | Up to 80% |
| Debt Service Coverage Ratio | 1.15 - 1.20 subject to internal approval |
| Construction Loan Origination Fee | 100 Bps |
| Permanent Loan Origination Fee | 100 Bps |
| Construction to Perm Indicative Loan Interest Rate – fixed at Closing | 5.45% |
| Construction Minimum Rate | 6.00% |
| Permanent Loan Term | 15 years |
| Permanent Loan Amortization | 30 years |
| Permanent Indicative Loan Rate – fixed at closing | 5.45% |
| Minimum Permanent Loan Rate | 6.00% |
| Rate Lock Fee | 25 bps |
| Prepayment Premium | calculated as the greater of 1% of the outstanding Permanent Loan balance or using Fannie Mae’s yield maintenance formula. |
| Construction Loan Term | 30 months |
| Construction Completion Date | 19 months of the date of close |
| Extension Fee | 50 Bps |
| Extension Period | 6 months |
| Extension Period Physical Occupancy | 75% |
| Guarantor 1 | The Montrose Center |
| Guarantor 2 | N/A |
| Guarantor 3 | N/A |</p>
<table>
<thead>
<tr>
<th>Additional Covenants</th>
<th>Minimum Liquidity of $1MM and Net Worth of $5MM, may be required and subject to final underwriting and approval.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lien Free Completion Guaranties</td>
<td>General partner/managing member of the Borrower, all Guarantors and General Contractor</td>
</tr>
<tr>
<td>Total LIHTC Contribution to the Partnership</td>
<td>$13,648,635</td>
</tr>
<tr>
<td>Additional Source (Subordinate Debt)</td>
<td>$2.5 million loan from the Montrose Center; $2.5 million loan from the Montrose Center from City of Houston funds; $500 grant from the City of Houston; $790,494 in deferred developer fees</td>
</tr>
<tr>
<td>Hard Cost Contingency</td>
<td>5% of total construction contract incl. Contingency</td>
</tr>
<tr>
<td>Soft Cost Contingency</td>
<td>5% of all soft costs (less Origination Fees and Interest Reserve)</td>
</tr>
<tr>
<td>Servicing Fee</td>
<td>N/A</td>
</tr>
<tr>
<td>Total Developer Fee – to be adjusted during due diligence</td>
<td>$2,729,843</td>
</tr>
<tr>
<td>Net Operating Income</td>
<td>During the construction phase, distributions of net operating income (income after expenses) are prohibited and the Borrower will report operations and will pay interest with any net operating income prior to utilization of the interest reserve.</td>
</tr>
<tr>
<td>Good Faith Deposit</td>
<td>$20,000 has been received</td>
</tr>
<tr>
<td>Occupancy Requirements</td>
<td>92.5%</td>
</tr>
<tr>
<td>Anticipated Closing Date</td>
<td>No later than October 31, 2018. If the Anticipated Closing Date exceeds 120 days from the date of this proposal, pricing and terms may be subject to change.</td>
</tr>
</tbody>
</table>
EXHIBIT B

CONDITIONS TO CONSTRUCTION LOAN CLOSING

The conditions to closing of the Construction Loan shall be customary for transactions of this nature and appropriate for this particular transaction, including but not limited to:

1. All agreements with respect to the organization of Borrower and the equity investors shall be in form and substance satisfactory to Capital One and all equity contributions to the Borrower required at closing shall have been funded to an account at Capital One.

2. No additional debt shall be secured by the Development property other than the Additional Sources.

3. All money funded for acquisition costs prior to Conversion must be the lower of the cost or the value of the land based on an appraisal approved by Capital One.

4. All due diligence and underwriting has been completed to the satisfaction of Capital One (including the approval of the credit officer and/or credit committee).

5. All representations and warranties under the loan documents shall be true and correct in all material respects and after giving effect to the closing, there shall be no default or event of default under the loan documents.

6. Delivery of the following items to Capital One:

   a. Financial statements, tax returns, operating statements, rent rolls or related documentation requested by Capital One for the Development, the Borrower and the Guarantors, as applicable.

   b. An executed loan agreement and other documents executed in connection therewith which shall be mutually acceptable to Borrower and Capital One.

   c. A Phase I environmental survey dated within six months of the Anticipated Closing Date on which Capital One is entitled to rely. At the sole discretion of Capital One, additional environmental due diligence may be required, including but not limited to a Phase II environmental survey, asbestos and/or lead paint tests; provided that Capital One will consider using an updated version of existing Phase I if acceptable to Capital One’s in-house environmental risk manager.

   d. Management agreement and management plan from an approved third party management company reasonably acceptable to Capital One.

   e. Commitment for title insurance, issued by a title company acceptable to Capital One, covering the Property Improvements, together with the payment of premiums necessary for the title company to issue a mortgagee’s policy of title insurance, with respect thereto, in the amount of the Construction Loan, together with all endorsements thereto as required Capital One.

   f. Evidence that the Property Improvements are not located in a flood prone area.
g. A market and feasibility study for the Property Improvements prepared by an approved market consultant.

h. Evidence that the Development will have adequate parking per zoning requirements.

i. Pro-forma operating statement for the Development.

j. Survey of the Development that includes any easements or licensing agreements in place.

k. Evidence of fire, hazard, flood (as applicable), builder’s risk, workman’s compensation, and all other insurance as will be required by the loan documents, each naming Capital One as loss payee or mortgagee.

l. Receipt and approval by Capital One of a final construction budget, a construction schedule and a draw schedule, together with a third-party plan and cost review performed by a third party acceptable to Capital One which shall, among other things, verify the adequacy of such construction budget. The cost breakdown should clearly indicate those line items to be funded by the equity contributions and the timing thereof.

m. A recent (within 30 days prior to closing) set of lien searches indicating that the Development and the Borrower are free and clear of all security interests (or will be at the time of closing).

n. The Borrower’s partnership agreement or operating agreement, as applicable, and all amendments and modifications thereto, and copies of any notes, guarantees, and other instruments and agreements issued or executed pursuant thereto.

o. Certified copy of Borrower’s and its general partner’s or managing member’s and each Guarantor’s charter documents, certificates of good standing as of a recent date and evidence of corporate authorization to enter into the transaction contemplated by this Proposal and the loan documents in form and substance acceptable to Capital One.

p. If applicable, the purchase agreement or ground lease of the Development property and all landlord estoppel letters as may be required by Capital One. Any leasehold interest in the Development property subject to a ground lease shall be subordinate to the Construction Loan. Within the lease, Capital One shall require prohibition of lease termination or transfer of fee simple interest without the Capital One’s consent, transferability to Capital One under same terms and assignment of the lease to a new party, and obligation from the landlord to send Capital One notice of any defaults under the lease and grant Capital One certain rights to cure.

q. Opinions of counsel with respect to the Borrower, the Guarantor Parties, and such other entities reasonably requested by Capital One, and covering such matters as Capital One shall deem reasonably necessary or desirable in connection with the transaction.

r. Current plans and specifications for the Development.

s. The contract between Borrower and the Development’s architect, together with an agreement from such architect consenting to the assignment of the plans and
specifications prepared by the architect to Capital One and providing for the subordination of all statutory and contractual liens and claims of the architect against the Development.

t. The general construction contract between Borrower and the General Contractor (which shall be a fixed price/stipulated sum or guaranteed maximum price contract consistent with the budget approved by Capital One), together with an agreement from the General Contractor consenting to the assignment of such contract to Capital One, and providing for the subordination of all statutory and contractual liens and claims of the General Contractor against the Development.

u. All management contracts, operating agreements, franchise agreements, or other contractual arrangements affecting the operation of the Development. Capital One reserves the right to require that all such contracts and agreements be conditionally assigned by Borrower to Capital One, and to further, at the option of Capital One, require that such assignments be acknowledged by the contracting third parties.

v. Evidence in the form of letters from the appropriate provider or from the project engineer, that public water, sanitary and storm sewer, electricity, gas, and other required utilities are available to the Development (as clearly identified in said letters) and in quantities sufficient for the successful operation of the Development. All utility lines must enter the Development through adjoining public streets or, if passing through adjoining private land, do so in accordance with recorded public or private easements satisfactory in form and content to Capital One.

w. Evidence that the Minimum Permanent Loan Rate has been locked and would achieve the **Debt Service Coverage Ratio** outlined in Exhibit A.

x. Evidence that the Development and all planned improvements and intended uses will fully comply with all applicable deed restrictions, laws, regulations, and zoning requirements, and copies of all building and grading permits, operating permits, licenses, consents and approvals, which building and grading permits, operating permits, licenses, consents and approvals shall be conditionally assigned to Capital One.

y. Executed rental agreements by and allocating agency for any operating or rental subsidies including project based vouchers, public housing assistance, veterans’ assistance or any other underwritten revenue.

z. Such other financial information and other documents as shall be required by the loan documents.

aa. All documentation and other information required by Capital One to comply with applicable “know your customer” and anti-money laundering rules and regulations, including, without limitation, the PATRIOT Act.
EXHIBIT C

CONDITIONS TO PERMANENT LOAN CONVERSION

The conditions of Conversion will include but are not limited to the following:

1. Lien free completion and certificate of occupancy.

2. Full compliance with all regulatory documents and requirements, as well the Borrower’s organizational documents and other agreements with the LIHTC investor.

3. Payment of all costs related to the Conversion, including Capital One’s fees and legal expenses.

4. Compliance with all agreed upon insurance requirements.

5. All reserves and escrows required by the loan documents shall have been created and fully funded to the extent required at Conversion. Proof of insurance paid in advance for next 12 months and proof of paid property taxes may be provided in place of a tax or insurance escrow. However, failure to maintain agreed upon insurance will result in establishment of an insurance and/or escrow requirements with cash flow capture to those accounts.

6. A Debt Service Coverage Ratio outlined in Exhibit A in each of the previous three months based on the lesser of the actual or underwritten signed leases (but not greater than LIHTC rents when subsidized rents exceed LIHTC rents) and the greater of annualized then-current expenses or Capital One’s pro-forma expenses, the latter of which may be adjusted based on actual results at the reasonable discretion of Capital One.

7. Physical and economic Occupancy Requirements in each of the three (3) immediately preceding months.

8. Permanent Loan to Value Ratio based on a current, as complete and stabilized appraised value using restricted rents. The final loan to value ratio will be determined during underwriting.

9. All funding sources that are expected by Capital One to be funded prior to or concurrent with Conversion have been funded or will be at Conversion and are held by Capital One.

10. No default or event of default under any loan documents or any other documents or agreements governing the Development, the Borrower or any Guarantor Party.
February 22, 2018

2222 Cleburne, LP
C/O Stephan Fairfield
3300 Lyons Ave, Suite #203
Houston, Texas  77020

RE: Loan Commitment

We are pleased to advise you that the Montrose Center is willing to make a secured loan to the partnership for the development of the proposed senior apartment community. The loan is subject to the award of tax credits in July 2018 and the commitment will expire in the event the credits are not awarded. Final closing is subject to further review and approval of all financial parties. We understand it is your desire to close the transaction on or before 10/31/18. Our terms are set forth below:

Amount: **$2,500,000**

Term: 40 years

Amortization: 0

Interest Rate: 0%

Security: third lien behind primary lender and City of Houston

Sincerely,


Ann J Robison, PhD
Executive Director
February 26, 2018

2222 Cleburne, LP
C/O Stephan Fairfield
P. O. Box 15398
Houston, TX 77220

Re: 2222 Cleburne

Attention: Mr. Fairfield:

In response to your request for evidence of GAP financing for your proposed development, 2222 Cleburne (“the property”); we are pleased to provide you with this acknowledgement of receipt and disclosure of terms and conditions by the Housing and Community Development Department of the City of Houston (“the City”). This letter contains a summary of the terms of the existing Loan Agreement.

ADDRESS: 2222 Cleburne Street, Houston, Texas 77004

PURPOSE: To provide permanent term gap financing towards the new construction of a 112-unit low income senior development.

AMOUNT: Loan amount is $2,500,000.

LOAN TERM: The loan term will be for a 10-year period after expiration of the Affordability Period as defined in the Loan Agreement.

PAYMENT TERMS: The loan will be non-amortizing. The loan balance will be payable at maturity and may be forgiven subject to successful completion of certain performance requirements.

LOAN RATE: The rate will be equal to 0.0%.

The City and 2222 Cleburne, LP have previously negotiated GAP financing for this project and we will work to take those further steps required to facilitate a closing by October 31st, subject to the award of requested tax credits and other normal and customary closing conditions. Therefore, please let this letter serve as recognition that there is a commitment of GAP financing to the development by the City and it is the intent that this letter to serve as recognition of that GAP financing as represented on the TDHCA Sources and Uses in the amount of $2,500,000.

Sincerely,

Ray S. Miller
Executive Staff Analyst
February 27, 2018

Stephan Fairfield
2222 Cleburne, LP
PO Box 15398
Houston, TX 77220

Re: 2222 Cleburne Apartments – Houston, TX – TDHCA#18243

Dear Stephan:

Thank you for providing Hudson Housing Capital LLC (“Hudson”) with the opportunity to extend a purchase offer for the limited partnership interest in the limited partnership that will own 2222 Celburne Apartments (the “Partnership”).

Hudson is a Delaware limited liability company formed to directly acquire limited partnership interests in partnerships which own apartment complexes qualifying for low-income housing tax credits (“Tax Credits”) under Section 42 of the Internal Revenue Code of 1986, as amended (the “Code”).

Set forth are the basic business terms under which Hudson or its designee (“Investor”) will acquire a 99.99% limited partnership interest in the Partnership which will own a 112-unit complex in Houston, Texas (the “Property”). You have advised us that Covenant Neighborhoods, Inc. and The Montrose Center f/k/a Montrose Counseling Center, Inc. (collectively, the “Developer”) will be the co-developers of the Property, 2222 Cleburne I GP, LLC (the “General Partner”), a single purpose entity, will be the general partner of the Partnership. The Montrose Center (collectively, the “Guarantor”) shall guarantee the obligations of the General Partner under the partnership agreement to be entered into between the parties (the “Partnership Agreement”). The Guarantor will be required to maintain minimum liquidity and net worth covenants to be negotiated (the “Net Worth and Liquidity Covenant”). An affiliate of the Investor will be admitted to the Partnership as a special limited partner (the “Special Limited Partner” or “SLP”) with limited supervisory rights.

You have further advised us that the Property expects to receive an allocation of 9% Tax Credits in the annual amount of $1,500,000 and that all of the units will qualify for Tax Credits.
I. Equity Investment

The Investor will contribute to the Partnership a total of $13,648,635 (the “Total Equity”) or approximately $0.91 (the “Tax Credit Ratio”) per total Tax Credit available to the Investor, payable in the following installments:

<table>
<thead>
<tr>
<th>Contribution</th>
<th>Contribution %</th>
<th>Timing</th>
</tr>
</thead>
<tbody>
<tr>
<td>First</td>
<td>20%</td>
<td>Closing and through construction</td>
</tr>
<tr>
<td>Second</td>
<td>50%</td>
<td>100% Completion</td>
</tr>
<tr>
<td>Third</td>
<td>25%</td>
<td>Permanent Loan Closing &amp; Breakeven Date</td>
</tr>
<tr>
<td>Fourth</td>
<td>5%</td>
<td>Issuance of 8609s</td>
</tr>
</tbody>
</table>

A. First Capital Contribution. The Investor will fund the First Capital Contribution at Closing and through construction as follows:

B. Second Capital Contribution. The Second Capital Contribution will be paid upon the satisfaction of the conditions set forth in the Partnership Agreement, which are principally as follows: (i) lien-free construction completion of the Property substantially in accordance with the Plans and Specifications in a workmanlike manner approved by Hudson; (ii) issuance of Certificates of Occupancy for 100% of the units in the Property; (iii) receipt of a final Tax Credit cost certification from independent accountants to the Partnership (the “Accountants”) setting forth the eligible basis and the total available Tax Credits; (iv) receipt of a pay-off letter from the general contractor or sub-contractors, as applicable; (v) satisfactory financial condition of the Guarantors (i.e., compliance with the Net Worth and Liquidity Covenant); and (vi) if not received at the Initial Closing, receipt of a carry-over allocation.

C. Third Capital Contribution. The Third Capital Contribution will be paid upon the satisfaction of the conditions set forth in the Partnership Agreement, which are principally as follows: (i) closing of the permanent first mortgage loan (“Permanent Loan Closing”); (ii) achievement of Breakeven Operations for 3 months (“Breakeven Date”); (iii) receipt of prior year’s income tax returns in the event such returns are then due; (iv) receipt of a final Tax Credit cost certification from the Accountants as to the amount of Tax Credits the Partnership will claim for 2020/2021 and the amount allocable to each partner (the “Final Certification”); (v) receipt of prior year’s income tax returns in the event such returns are then due; (vi) receipt and approval of initial tenant files; and (vii) satisfactory financial condition of the Guarantors (i.e. compliance with the Net Worth and Liquidity Covenant).

“Breakeven” shall mean that, for each such month, occupancy is at least 95% and that Property income (with rents not to exceed maximum allowed tax credit rents net of the applicable utility allowances for the rent-restricted units) exceeds the greater of underwritten expenses or actual expenses, including replacement reserves, reassessed taxes, and permanent loan debt service (calculated on a stabilized and accrual basis) and
generates debt service coverage of not less than 1.15X on all mandatory debt assuming the greater of actual or a 7.5% vacancy rate on the residential income.

D. Fourth Capital Contribution. The Fourth Capital Contribution will be paid upon the satisfaction of the conditions set forth in the Partnership Agreement, which are principally as follows: (i) satisfactory financial condition of the Guarantors (i.e., compliance with the Net Worth and Liquidity Covenant); (ii) receipt of Form 8609 with respect to all buildings constituting the Property; and (iii) receipt of a tax return and an audited financial statement for the year in which the Breakeven Date occurred.

If the conditions for payment of the Fourth Capital Contribution have been met except for the receipt of (iv) above, $15,000 of the Fourth Capital Contribution will be held back and promptly released upon receipt of the same.

Our offer is also contingent on the following financing sources and assumptions:

\begin{align*}
a. & \quad \text{Construction loan from a lender acceptable to the Investor in the approximate amount of $12,733,000.} \\
b. & \quad \text{Permanent loan from a lender acceptable to the Investor in the approximate amount of $3,200,000 with a fixed interest rate not to exceed 6.00\% compounded, a term of at least 15 years, and payments based on 30-year amortization.} \\
c. & \quad \text{A Montrose Center loan in the approximate amount of $2,500,000 with a fixed interest rate of 0\%.} \\
d. & \quad \text{A Montrose Center loan (funded with proceeds from the City of Houston) in the approximate amount of $2,500,000 with a fixed interest rate of 0\%.} \\
e. & \quad \text{A $500 grant from the City of Houston.} \\
f. & \quad \text{Deferred developer fee in the amount of $790,494.} \\
g. & \quad \text{Our proposal assumes that all of the debt will be structured as nonrecourse debt from a third party for tax purposes.}
\end{align*}

II. Developer Fee

The Developer shall receive a Developer Fee of $2,729,843, of which $1,939,349 is expected to be available from capital sources (the “Cash Developer Fee”) which shall be paid as follows: (i) 15\% at closing; (ii) 15\% at Completion; and (iii) the balance from the Third and Fourth Capital Contributions.

You have represented that the amount of the Developer Fee does not exceed the amount permitted to be paid by the tax credit issuing agency. Deferred developer fees shall be paid from available cash flow as detailed in Section IV and shall not bear interest. Principal payments on the deferred developer fees shall commence with the funding of the Third Capital Contribution. The General Partner agrees to make
a special capital contribution to the Partnership equal to any unpaid balance of the deferred portion of the Developer Fee if such portion has not been fully paid within 14 years from the date of the payment of the Second Capital Contribution.

II. Property Management Fee

The General Partner may retain an unaffiliated entity to be the managing agent for the Property on commercially reasonable terms. The management agreement, to be approved by the Investor, shall have an initial term of 1 year and shall be renewable annually thereafter, shall provide for an annual management fee not to exceed 5% of gross effective income, and shall otherwise be on commercially reasonable terms (including a termination right by the General Partner in the event of fraud/gross negligence or material default by the Manager). If the managing agent is affiliated with the General Partner, the management agreement shall provide for a deferral of up to 100% of the management fee in the event that the property does not generate positive Cash Flow.

IV. Cash Flow Distributions

Cash flow from the Property, after payment of operating expenses, which shall include the Administrative Expense Reimbursement, current and any deferred property management fees from prior years, debt service, replenishment of required reserves (including any reserve payments which were not made due to insufficient cash flow) and payment of any tax liability incurred by the Limited Partner (“Cash Flow”), shall be distributed annually (subsequent to the Third Capital Contribution) as follows:

A. to the payment of any amounts owed to the Limited Partner;
B. to the payment of any Operating Deficit Loans, if any;
C. to the replenishment of the Operating Reserve;
D. 90% of the remaining Cash Flow to payment of Developer Fees, then the balance, if any, to the General Partner as a preferred return with an equivalent allocation of income; and
E. the remainder to be split in accordance with Partnership interests.

V. Sale or Refinancing Proceeds

Net sale or refinancing proceeds (i.e., after payment of outstanding debts, liabilities (other than to the General Partner and its affiliates) and expenses of the Partnership, and establishment of necessary reserves) shall be distributed as follows:

A. Repayment of outstanding loans by the limited partners, if any;
B. Payment of amounts due to the limited partners;
C. Repayment of outstanding loans by the General Partner, including the Developer Fee (if not paid) and Operating Deficit loans; and
D. 10% to the Investor and 90% to the General Partner.

VI. Right of First Refusal / Option

A. ROFR: A qualified non-profit corporation designated by the General Partner shall have a right of first refusal as allowed under Section 42 of the Code, commencing upon the
expiration of the tax credit compliance period and ending one year thereafter, to purchase
the Property for the outstanding debt (including any amounts owed to the Investor) plus all
exit taxes of the limited partners (the “Right of First Refusal Price”).

B. **Option**: The General Partner or its designated affiliate shall have a non-assignable option,
for a period of one year subsequent to the expiration of the tax credit compliance period,
to purchase the Property for the greater of (a) the fair market value of the Property (based
on a bona-fide third party offer), and (b) Right of First Refusal Price.

VII. **General Partner Commitments**

A. **Low Income Housing Tax Credit Adjustment.** Our offer is based upon the assumption
that the Partnership will qualify for and claim $900,000 of Tax Credits in 2020, the full
amount of the Partnership’s Tax Credit allocation, $1,500,000, for Tax Credits for each
year from 2021 through 2029, and $600,000 of Tax Credits in 2030.

1. **Adjustments during equity payment (construction and lease-up) period**

a. **Volume Adjuster**
In the event that either the Form 8609’s or the Final Certification indicates that the Property
will not generate the projected aggregate amount of Tax Credits (other than as specified
below), the Partnership Agreement will provide for a return of such capital, an adjustment
in the amount of any unpaid Capital Contributions and/or a payment by the General Partner
to the Investor sufficient to restore the Tax Credit Ratio as defined in Section I above.

b. **Timing Adjuster**
Notwithstanding the preceding paragraph, in the event that the Final Certification specifies
that, while the aggregate amount of Tax Credits allocable to the Partnership is unchanged,
the amount of Tax Credits allocable to the Partnership in 2020/2021 is less than the
amounts specified above for the corresponding years, the Second/Third/Fourth Capital
Contributions will be reduced by $0.65 for each dollar by which such amount exceeds the
actual amount of Tax Credits allocable to the Partnership for such period.
2. **Adjustments during compliance period**

A. **Compliance Adjuster.** After the Form 8609’s have been issued, in the event that the actual amount of Tax Credits which may be claimed by the Partnership is less than the amount specified in such Forms, the General Partner shall reimburse the Investor on a dollar-for-dollar basis for each lost dollar of Tax Credits plus any resulting penalties or taxes due. Similarly, if there is a recapture of Tax Credits (except from the sale or transfer of the Investor’s interest in the Partnership, or due to a change of applicable tax law), the General Partner shall upon demand indemnify the Investor and its partners against any Tax Credit recapture liability (including interest, penalties and any reasonable related legal or accounting costs) which they may incur during the Compliance Period. Any fees or Cash Flow payable to the General Partner, or its affiliates, will be subordinated to any required payment pursuant to this paragraph.

B. **Development Deficit Guarantee.** The General Partner shall be responsible for completion of the Property in a workmanlike manner, in accordance with approved plans and specifications, free and clear of all liens. To the extent that the costs of construction and operations until the funding of the Third Capital Contribution exceed the amount of any funding by approved permanent third party lenders, any unpaid Developer Fees and the amount of the Investor’s capital commitment (adjusted as set forth above), the General Partner shall pay all such costs and expenses connected with development and construction of the Property, including all operating expenses of the Property until the funding of the Third Capital Contribution. The contractor will be required to post a P&P Bond or a letter of credit with terms acceptable to Hudson. An “owner’s” construction contingency in an amount equal to 5% of the construction costs will be required.

C. **Operating Deficit Guarantee.** The General Partner shall make interest free loans to the Partnership (repayable from cash flow and/or sale and refinancing proceeds as described above) equal to any Operating Deficits (including the administration fee described in Section VIII below) incurred during the period beginning on the funding of the Third Capital Contribution and ending on the completion of 3 consecutive years of Breakeven operations, in an amount not to exceed 12 months of underwritten operating expenses in the aggregate, provided that the Operating Reserve has been replenished to its Minimum Balance.

The General Partner will also be obligated to fund an Operating Reserve in an amount equal to 6 months of underwritten operating expenses and debt service (the “Minimum Balance”) at the time of the Third Capital Contribution. Any draws from the Operating Reserve shall be replenished from cash flow. Withdrawals of up to 50% of the Operating Reserve will be allowed prior to the expiration of the Operating Deficit Guaranty.

D. **Obligations of General Partner.** Immediately following the occurrence of any of the following events, the General Partner shall, at the option of the Investor, (x) admit the Special Limited Partner or its designee as the managing general partner of the Partnership and, at the option of the Investor, withdraw from the Partnership; or (y) repurchase the Investor’s interest in the Partnership: (i) an IRS Form 8609 is not issued with respect to
each of the buildings in the Property in a timely manner after each such building has been placed in service; (ii) the Property is not fully placed in service by December 31, 2020; (iii) the permanent loan commitment is cancelled or substantially modified, and a suitable replacement loan (to be approved by the Investor) is not obtained or if the Property qualifies for a permanent loan not sufficient to balance the sources and uses of funds; (iv) permanent loan closing has not occurred by June 30, 2021; (v) the Partnership fails to meet the minimum set aside test (as defined in Section 42 of the Code) or fails to execute and record a Tax Credit Extended Use Commitment by the close of the first year of the Credit Period; (vi) the Partnership shall have been declared in default by any mortgage lender or under the tax credit allocation, or foreclosure proceedings have been commenced against the Property, and such default is not cured or such proceeding is not dismissed within 30 days; or (vii) there is a material violation of the Partnership Agreement by the General Partner or, if the property manager is an affiliate of the General Partner, a material violation of the management agreement by the manager which causes material adverse harm to the Investor, the Partnership or the Property.

If the Investor elects to have its interest repurchased by the General Partner, the repurchase price shall be equal to the sum of (i) 105% of the Total Equity, (ii) interest at Prime + 1% on capital contributions made to date, and (iii) any tax liability incurred by the Investor as a result of such repurchase, less the amount of Total Equity which has not been contributed by the Investor at such time.

E. **Replacement Reserve.** Commencing with the month following Completion, the Partnership will make a minimum monthly replacement reserve deposit (the “Minimum Deposit”) equal to (on an annualized basis) the greater of (i) the amount required by the permanent lender and (ii) $250/unit. The amount of the Minimum Deposit shall be increased annually by a percentage (the “CPI Percentage”). If the sum of all lender-imposed monthly replacement reserve deposits is less than the Minimum Deposit, Investor will establish a separate account into which the General Partner will deposit the difference. Any interest earned on such account shall become a part thereof.

F. **Reporting.** The Partnership will be required to furnish Investor with (a) quarterly unaudited financial statements within 45 days after the end of each quarter of the fiscal year; (b) annual audited financial statements within 60 days after the end of each fiscal year; (c) an annual budget for each fiscal year of the Partnership, not later than November 1 of the preceding year; and (d) the Partnership’s tax returns and K-1 forms within 45 days after the end of each fiscal year. The penalty for any failure to deliver Partnership tax returns or K-1 forms prior to the specified deadline shall be (i) $50 per day for the first seven days after such deadline, (ii) $100 per day for the next seven days, and (iii) $150 per day thereafter, provided that the amount of such penalty shall not exceed $5,000 in any year.

**VIII. Fees to Affiliates of Hudson**

**Administrative Expense Reimbursement.** An affiliate of Hudson shall receive an annual administrative expense reimbursement from the Partnership in the amount of $5,000, which amount shall
be increased annually by the CPI Percentage. Such fee shall commence in the year of funding of the Third Capital Contribution.

**IX. Representations, Warranties and Covenants**

The General Partner shall make certain representations and warranties as to the Partnership, the General Partner and the Property to be set forth in the Partnership Agreement. The payment of each Capital Contribution shall be conditioned upon certification by the General Partner as to the continued accuracy of these representations and warranties.

**X. Accountants**

The Accountants for the Partnership shall be CohnReznick Group, Novogradac & Co., or another firm approved by the Investor. The Accountants shall prepare tax and financial reports as set forth in the Partnership Agreement, and the Final Certification referred to in Section I.c. above.

**XI. Investment Partnership Rights**

The Partnership Agreement will provide certain approval rights as to major actions proposed to be taken by the General Partner. The Investor shall have the right to remove the General Partner and the Manager for cause.

**XII. Insurance**

At the closing, the General Partner shall provide for title insurance satisfactory to counsel to the Investor in an amount equal to the sum of all Capital Contributions, all mortgage loans and the amount of any Development Fee Note. Prior to the payment of any additional installment of the Capital Contribution, a “date down” of such policy shall be provided.

The General Partner shall provide for (i) liability (general and excess) insurance in an aggregate amount of at least $6,000,000 per occurrence increased biennially by the CPI Percentage; (ii) hazard insurance (including boiler and machinery coverage) and flood insurance (to the extent that the property is in a FEMA-designated flood hazard zone) in an amount of not less than the full replacement value of the Property; (iii) rental loss insurance for a period of 12 months after the date of loss; and (iv) law and ordinance coverage with no sublimit, including changes in law and ordinances enacted during the course of reconstruction. Builder's risk insurance shall be provided during construction. Architects shall submit evidence of errors and omissions coverage, in amounts reasonably satisfactory to the Investor. Workers compensation insurance shall be provided as to any entity with employees working at the Apartment Complex. All policies shall name the Investor as an additional insured and/or lender’s loss payee (where applicable) and shall otherwise be subject to Investor approval.

**XIII. Indemnity Agreement**

The General Partner shall indemnify the Investor, Hudson and its affiliates, and their respective officers and directors for any untrue statement of a material fact or omission to state a material fact necessary to make any such statement, in light of the circumstances under which they were made, not
misleading, by the General Partner or its agents set forth in any document delivered by the General Partner or its agents in connection with the acquisition of the Property, the investment by the Investor in the Partnership and the execution of the Partnership Agreement.

XIV. **General Conditions**

Payment of the Second/Third/Fourth Capital Contributions shall be conditioned upon completion of an appropriate due diligence review by the Investor to confirm that there have been no changes in material circumstances affecting the Property, including (i) receipt of estoppel letter(s) from all lenders; (ii) review of title (including a “date-down” endorsement), survey, environmental and other legal and regulatory matters; (iii) receipt of a “No Change” legal opinion from counsel to the Partnership; and (iv) certification by the General Partner as to the continued accuracy of representations and warranties made in the Partnership Agreement.

XV. **Conditions to Closing**

Hudson has completed the following due diligence as of the issuance of this letter:

1. Evaluated the financial feasibility of the Project including the site location;
2. Reviewed the financial capacity of the guarantor;
3. Reviewed the financial capacity and experience of the general contractor.

Closing of this transaction is contingent upon the following:

1. Completion of Hudson’s final due diligence and underwriting process, including but not limited to, approval of the final plan and cost review and receipt of all zoning and plan approvals;
2. Receipt of an allocation of 9% Federal Tax Credits from TDHCA in the annual amount of $1,500,000;
3. Closing of the Construction Loan with a lender acceptable to Hudson.

***Hudson is aware that 2222 Cleburne is expecting to close before October 31, 2018 and will work with the parties involved to ensure the deadline is met.***

At closing, Hudson shall be reimbursed up to $50,000 for its legal and due diligence related expenses. The General Partner understands that any consultant, engineering, environmental or other, selected for the project shall be acceptable to the lender and to the equity investor and that the Partnership shall bear the cost of fees associated with pre-construction feasibility studies, structural analysis, and monthly inspections. In the event this commitment is terminated or the transaction does not close, Hudson shall be reimbursed for its legal and due diligence expenses incurred to date.

Additionally, approval of this transaction is subject to Hudson’s final Investment Committee approval in its sole and absolute discretion. Specifically, the Tax Credit Ratio and Total Capital Contribution identified in Section I are based on current market conditions. Any substantial change in such market conditions, including but not limited to higher interest rates, shall cause the Investor, in its sole discretion, to modify the Tax Credit Ratio.
By executing this commitment and in consideration of the substantial expenses to be incurred by Hudson and its affiliates in legal and accounting fees and for due diligence, you agree that you and your affiliates will not offer any interest in the Property to any other party unless this commitment is terminated by mutual consent or unless you are notified that, pursuant to its due diligence, the Investor will not complete its investment in the Partnership, which notification shall be given not later than 45 days from our receipt of this commitment executed by you, subject to extension in the event of any delay on your part in furnishing the requested due diligence materials. This commitment will terminate on August 31, 2018.
If the above proposal is acceptable, please indicate your acceptance by executing two copies of this commitment and returning one to Hudson at the above address. We look forward to working with you.

Sincerely,

Hudson Housing Capital LLC

By: ______________________
Joshua Lappen
Vice President

Cc: Sam Ganeshan, Hudson Housing Capital, LLC

ACCEPTED AND AGREED TO
THIS _____ DAY OF ______, _____

By: ______________________
February 15, 2018

Ann Robinson
401 Branard St., 2nd Fl
Houston, TX 77006

RE: Conditional Grant Commitment
TDHCA Application no. 18243
2222 Cleburne

Dear Ms. Robinson:

This letter represents the Housing and Community Development Department’s conditional grant commitment to support eligible pre-development costs for the above referenced property subject to the terms and conditions listed below. The City of Houston ("City") affirms and attests that any funds herein committed were not first provided to the City by the applicant, the developer, consultant, related party, or any individual or entity acting on behalf of the proposed applicant.

1. **APPLICANT:** 2222 Cleburne LP

2. **TOTAL GRANT AMOUNT:** $500

3. **COMMITMENT CANCELLATION:** This commitment shall be deemed cancelled and void upon the event of any of the following: a) withdrawal of the application by applicant, or b) upon TDHCA’s termination or cancellation, if any, of the application or subsequent tax credit award letter, or c) failure to receive a 2018 award of tax credits from TDHCA

Please indicate your acceptance and agreement with the above terms and conditions by executing this letter agreement below. Please return the original to me and keep a copy for your records. This commitment shall remain in effect for no more than 30 days from the above date unless it is accepted and fully executed by all parties within that 30-day period. Beyond that expiration date this commitment shall be null and void. This commitment shall not be transferable or assignable by the applicant or to any other party.
2222 Cleburne Conditional Commitment Letter

Should you have any questions, please do not hesitate to call.

CITY OF HOUSTON
HOUSING & COMMUNITY DEVELOPMENT DEPARTMENT

By: Ray/Miller, Executive Staff Analyst

ACCEPTED AND AGREED:

2222 Cleburne LP

By: ___________________________ Date: __2-20-18__

Name: Ann J. Robison
Title: Executive Director

Page 2
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: **100.00%**
     
     Cash flow from operations: **100.00%**
     
     Developer Fee: **5.00%**
     
     Total: **205.00%**

   - 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

   - No Principals of the Qualified Nonprofit or HUB are related Parties to any other Principals of the Applicant or Developer.

   - Evidence of experience in the housing industry and a statement regarding material participation are provided behind this tab.

   Points Claimed: **2**

2. Application is attempting to score as a participating Nonprofit or certified HUB and meets the criteria below:

   - Yes A certified HUB will participate in Development Services or provide onsite tenant services, and evidence of the HUB's existence from the Texas Comptroller of Accounts is provided behind this Tab.

   - Yes A Nonprofit will participate in Development Services or provide onsite tenant services, and evidence from a state or federal source of the organization's nonprofit status is provided behind this Tab.

   - No Principals of the HUB or Nonprofit are related Parties to any other Principal of the Applicant or Developer.

   - Evidence of experience in the provision of Development Services or in the provision of on-site tenant services as well as a detailed narrative describing how the HUB or Nonprofit will provide such services must be included behind this tab.

   Points Claimed: **0**

   Total Points Claimed: **2**
SPONSOR CHARACTERISTICS – NON-PROFIT EXPERIENCE AND STATEMENT OF MATERIAL PARTICIPATION

Housing Experience:

The Montrose Center f/k/a Montrose Counseling Center, Inc., is a 501(c)3 non-profit. The original articles incorporation were filed with the Secretary of State on December 18, 1978. The Montrose Center works with clients to find suitable housing, inspect the housing and provide case management, help with employment readiness and then do inspections and provide subsidies on an as needed basis. We work with the following programs and provide the following services:

2004-Present: US Department of Housing and Urban Development Rapid Rehousing (previously Transitional Housing) voucher management, housing case management, housing stability plan and housing inspections for domestic violence survivors.

2013-Present: Housing Opportunities for People with AIDS (HOPWA) Short-Term Rental, Mortgage and Utility Assistance; Tenant-Based Rental Assistance; and Permanent Housing Placement voucher management, case management, housing stability plan and inspections.

2016-Present: US Department of Housing and Urban Development (through Houston Housing Authority) Rapid Rehousing housing case management and housing stability plans for homeless young adults.

2011-Present: Disaster Relief Housing Assistance and Housing Case Management in coordination with the Houston/Harris County Coalition for the Homeless - Hurricanes Katrina, Ike and Harvey

2011: Texas Department of Housing and Community Development Emergency Shelter Grant 2011.

Material Participation:

The Montrose Center will be the sole member of the General Partner of the Applicant/Owner of 2222 Cleburne, a proposed 112 unit apartment community for seniors to be located at 2222 Cleburne, Houston, Texas 77004 (the “Housing Community”). The Montrose Center will materially participate in all aspects of the ownership, development and operation of the Housing Community throughout the compliance period. The Montrose Center will ensure that the Housing Community is developed and operated as a low-income rental housing community in accordance with Section 42 of the Code and in compliance with all TDHCA rules and regulations. The Montrose Center will also supervise the management agent in the overall day to day operation of the Housing Community.
MONTROSE COUNSELING CENTER INC
401 BRANARD ST 2ND FLR
HOUSTON TX 77006-5015018

Employer Identification Number: 74-2050245
Person to Contact: Ms. Johnson
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your request of Jan. 07, 2008, regarding your tax-exempt status.

Our records indicate that a determination letter was issued in June 1980, that recognized you as exempt from Federal income tax, and discloses that you are currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records also indicate you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section 509(a)(2).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

Michele M. Sullivan, Oper. Mgr.
Accounts Management Operations I
CERTIFICATE OF FILING OF

THE MONTROSE CENTER
45689101

[formerly: MONTROSE COUNSELING CENTER, INC.]

The undersigned, as Secretary of State of Texas, hereby certifies that a Restated Certificate of Formation for the above named domestic nonprofit corporation has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

Dated: 01/22/2018
Effective: 01/22/2018

Rolando B. Pablos
Secretary of State
AMENDED AND RESTATED
CERTIFICATE OF FORMATION OF
MONTROSE COUNSELING CENTER, INC.

I. MONTROSE COUNSELING CENTER, INC. (the "Corporation"), pursuant to the provisions of Articles 4.01 and 4.06 of the Texas Non-Profit Corporation Act (the "Act"), hereby adopts the following Amended and Restated Articles of Incorporation, which have been effected in conformity with the provisions of the Act and which accurately copy the articles of incorporation and all amendments thereto that are in effect to date and as further amended by this Amended and Restated Articles of Incorporation, and which contain no other change in any provision thereof. The original articles of incorporation were filed by the Secretary of State on December 18, 1978.

2. The articles of incorporation of the Corporation, as amended to date, are further amended by this Amended and Restated Articles of incorporation as follows: the Amended and Restated Articles of Incorporation alters Article I changing the name of the corporation to the Montrose Center, Article III adding to the purpose, Article IV to change the address of the registered agent, and Article VI to change the address and update directors.

3. The articles of incorporation of the Corporation, as amended to date and as further amended by these Amended and Restated Articles of Incorporation, shall be and reads as follows:

ARTICLE I
NAME

The name of the corporation is THE MONTROSE CENTER.

ARTICLE II
DURATION

The period of the duration of the corporation is perpetual.

ARTICLE III
PURPOSE

The purpose or purposes for which the Corporation is organized are: of providing community center, behavioral health and social support services without regard to race, age, gender, religion, sexual orientation or gender identity, gender role, marital status, political ideology, physical status, or national origin, located in the City of Houston, Harris County, Texas and for the purpose of doing all acts, exercising, of all powers and assuming all obligations necessary or incident to its operations, not for profit. This Corporation shall be a non-profit corporation.

ARTICLE IV

The address of its registered agent is:
Ann J. Robison, Executive Director
401 Branard Street, 2nd Floor
Houston, Texas 77006-5511

The street address of the official registered office is:

401 Branard Street, 2nd Floor
Houston, Texas 77006-5511

ARTICLE V

The Corporation has no members.

ARTICLE VI

The number of Directors is as set forth in the bylaws of the Corporation, and the names and address[es] of the Directors are: The foregoing individuals should be contacted through the Montrose Center: 401 Branard Street, 2nd Floor, Houston, Texas 77006-5511.

Gretchen Myers, President
721 Redan Street
Houston, TX 77009

Michael Kauth, PhD, Vice President
1647 Bonnie Brae
Houston, TX 77006

Tara Kelly, Treasurer
902 W 23rd St Unit I
Houston, TX 77009

ARTICLE VII

The directors will hold office until their successors take office according to the By-Laws of the Corporation.

ARTICLE VIII

Upon dissolution of the corporation or the winding up of its affairs, the assets of the corporation shall be distributed exclusively to religious, charitable, educational, scientific, testing for public safety, literary, fostering national or international amateur sports competition, and prevention of cruelty to animals or children purposes which would then qualify under the provisions of Section 501(c)(3) of the Internal Revenue Code and its regulations as they now exist or as they may hereafter be amended.
4. The foregoing Amended and Restated Articles of Incorporation were approved by two-thirds of the members present at a meeting of the Board of Directors held on November 16, 2017, there being no members having voting rights in respect thereof.

Dated: November 16, 2017

STATE OF TEXAS

COUNTY OF HARRIS

THE MONTROSE CENTER

By: ___________________________

Bob Glazier, PhD, Board Secretary

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

Given under my hand and seal of office this 16th day of November, 2017.

[Notary Seal]

Notary Public, State of Texas
The organization charts must include:

- The names and ownership percentages of all Persons having an ownership interest in the Development Owner, Developer, and/or Guarantor.
- Nonprofit entities, public housing authorities, publicly traded corporations, individual board members and executive directors must be included in Organization charts.
- Any and all trusts must list all beneficiaries that have the legal ability to control or direct activities of the trust and are not just financial beneficiaries.

In the case of:

(A) Partnerships - Principals include all general Partners and Special LPs (any LP that is not the Syndicator is a "Special LP");

(B) Corporations - Principals include the executive director and all members of the board (shown with "0%" ownership as applicable). For to-be formed instrumentalities of PHAs, where the executive director and board remain to be determined, include the PHA, itself, and its members;

(C) Limited liability companies - Principals include all the managing members and all other members.

Org. Chart Example:

Information about Organizations that will own or control the Applicant or other related organizations will be provided in the List of Organizations with an Ownership Special Interest in the Applicant form.

If a revised chart is submitted, include date of submission!
OWNERSHIP ORGANIZATION CHART

TDHCA#: 18243
2222 Cleburne
Houston, Texas

2222 Cleburne, LP
a Texas Limited Partnership (tbf)

General Partner
2222 Cleburne I GP, LLC
a Texas Limited Liability Company
General Partner
(tbf)
0.01%

Investor Limited Partner
99.99%

The Montrose Center
f/k/a Montrose Counseling Center, Inc.
a Texas 501(c)3 non-profit
Sole Member
100%

No Ownership Interest
Board of Directors

Gretchen Myers-President
Michael Kauth-Vice President
Tara Kelly-Treasurer
Daryl Sinkule
Bob Glazier-Secretary
Aaron Masterson

Daryl Shorter
Nancy Sims
Kim Watson
Gary Wood

Ann J. Robison – Executive Director
DEVELOPER ORGANIZATION CHART
TDHCA#: 18243
2222 Cleburne
Houston, Texas

Co-Developers

Covenant Neighborhoods, Inc.
a Texas 501(c)3 non-profit
95%

The Montrose Center
f/k/a Montrose Counseling Center, Inc.
a Texas 501(c)3 non-profit
5%

No Ownership Interest
Board of Directors

Stephan Fairfield
Gerald McIntosh
Marlon Mitchell

Ann J. Robison – Executive Director

No Ownership Interest
Board of Directors

Gretchen Myers-President
Michael Kauth-Vice President
Tara Kelly-Treasurer
Daryl Sinkule
Bob Glazier-Secretary
Aaron Masterson

Daryl Shorter
Nancy Sims
Kim Watson
Gary Wood
GUARANTOR ORGANIZATION CHART

TDHCA#: 18243
2222 Cleburne
Houston, Texas

The Montrose Center
f/k/a Montrose Counseling Center, Inc.
a Texas 501(c)3 non-profit
Sole Member
100%

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Bob Glazier-Secretary
Aaron Masterson

Daryl Shorter
Nancy Sims
Kim Watson
Gary Wood

Ann J. Robison-Executive Director
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 Affiliate 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>2222 Cleburne, LP (tbf)</th>
<th>Role/Title</th>
<th>GP of Applicant</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>401 Branard St., 2nd Fl.</td>
<td>City: Houston</td>
<td>State: TX</td>
</tr>
<tr>
<td>Name(s) of Entities the Organization Owns or Controls:</td>
<td>Applicant</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Organization legally formed?</td>
<td>No</td>
<td>Date formed:</td>
<td>N/A</td>
</tr>
<tr>
<td>Previous TDHCA Experience?</td>
<td>No</td>
<td>Phone:</td>
<td>(713) 529-0037</td>
</tr>
</tbody>
</table>

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<thead>
<tr>
<th>Organization Legal Name:</th>
<th>2222 Cleburne I GP, LLC (tbf)</th>
<th>Role/Title</th>
<th>GP of Applicant</th>
</tr>
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<td>No</td>
<td>Date formed:</td>
<td>N/A</td>
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<tr>
<td>Previous TDHCA Experience?</td>
<td>No</td>
<td>Phone:</td>
<td>7135290037</td>
</tr>
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</table>

| Organization is identified on Org. Chart: | Yes | Ability to exercise Control over the Development? | Yes |

<table>
<thead>
<tr>
<th>List of Sub-Entities or Principals:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. The Montrose Center</td>
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<td>TDHCA Experience:</td>
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<td>TDHCA Experience:</td>
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<td>7. The Montrose Center</td>
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<td>TDHCA Experience:</td>
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<td>TDHCA Experience:</td>
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<thead>
<tr>
<th>Organization Legal Name:</th>
<th>Covenant Neighborhoods, Inc.</th>
<th>Role/Title</th>
<th>Co-Developer</th>
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<tbody>
<tr>
<td>Address:</td>
<td>3300 Lyons Ave., Ste. 203</td>
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<td>State: TX</td>
</tr>
<tr>
<td>Name(s) of Entities the Organization Owns or Controls:</td>
<td>Developer</td>
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<tr>
<td>Organization legally formed?</td>
<td>Yes</td>
<td>Date formed:</td>
<td>7/13/2003</td>
</tr>
<tr>
<td>Previous TDHCA Experience?</td>
<td>Yes</td>
<td>Phone:</td>
<td>8328792204</td>
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</tbody>
</table>

| Organization is identified on Org. Chart: | Yes | Ability to exercise Control over the Development? | No |

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The Previous Participation Form is posted in a separate Excel Workbook that includes "Instructions" for copying it.
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: 2222 Cleburne LP (tbf)-Applicant

Email Address: arobison@montrosecenter.org

City & State of Home Addr: Houston, TX

Applicant Legal Name: 2222 Cleburne 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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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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<th>CEAP</th>
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<th>HHSP</th>
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Person/Role: 2222 Cleburne I GP, LLC (tbf)-GP of Applicant

Email Address: arobinson@montrosecenter.org

City & State of Home Addr: Houston, TX

Applicant Legal Name: 2222 Cleburne LP (tbf)

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Person/Role:  
**The Montrose Center f/k/a Montrose Counseling Center, Inc.**

Email Address:  
aroibison@montrosecenter.org

City & State of Home Addr:  
Houston, TX

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Person/Role: Michael Kauth
Email Address: kauthmr@yahoo.com
City & State of Home Addr: Houston, TX
Applicant Legal Name: 2222 Clebrune LP (tbf)

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| Person/Role: | Tara Kelly |
| Email Address: | taramk8@gmail.com |
| City & State of Home Addr: | Houston, TX |
| Applicant Legal Name: | 2222 Clebrune LP (tbf) |

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Person/Role: Daryl Sinkule
Email Address: darylsinkule@hotmail.com
City & State of Home Addr: Houston, TX
Applicant Legal Name: 2222 Clebrune LP (tbf)

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Person/Role: Bob Glazier
Email Address: drbglazier@aol.com
City & State of Home Addr: Houston, TX
Applicant Legal Name: 2222 Clebrune LP (tbf)

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Person/Role: Aaron Masterson
Email Address: armaster73@gmail.com
City & State of Home Addr: Houston, TX
Applicant Legal Name: 2222 Clebrune LP (tbf)

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<td><a href="mailto:shorter@bcm.edu">shorter@bcm.edu</a></td>
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<td>City &amp; State of Home Addr</td>
<td>Houston, TX</td>
</tr>
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Person/Role: Kim Watson
Email Address: Kimberlie.watson@yahoo.com
City & State of Home Addr: Houston, TX
Applicant Legal Name: 2222 Clebrune 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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Person/Role: **Gary Wood**
Email Address: **gary.wood@integrusmail.com**
City & State of Home Addr: **Houston, TX**
Applicant Legal Name: **2222 Clebrune 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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Person/Role: Ann J. Robison
Email Address: arobison@montrosecenter.org
City & State of Home Addr: Houston, TX
Applicant Legal Name: 2222 Clebrune LP (tbf)

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Person/Role:  
Covenant Neighborhoods, Inc.

Email Address:  
sfairfield@covenantcapital.org

City & State of Home Addr:  
Houston, Texas

Applicant Legal Name:  
2222 Cleburne 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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<td>8065</td>
<td>Kingwood Senior Village</td>
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<td>Bootstrap</td>
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<td>Self-Help</td>
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<td>Other:</td>
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Form must be completed separately for each entity (i.e. person, organization, etc.) that has or will have a controlling interest or oversight in the contract, award, agreement, or ownership transfer being considered. This form should also be completed for each board member, individual with signature authority, executive director, or elected official that represents the person/entity (as applicable).

Person/Role: Marlon Mitchell  
Email Address: sfairfield@covenantcapital.org  
City & State of Home Addr: Houston, Texas  
Applicant Legal Name: 2222 Cleburne 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>
</tr>
</thead>
<tbody>
<tr>
<td>8065</td>
<td>Kingwood Senior Village</td>
<td>Houston</td>
<td>HTC</td>
<td>Aug-17</td>
<td></td>
</tr>
</tbody>
</table>

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

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

<table>
<thead>
<tr>
<th>Community Affairs:</th>
<th>CEAP</th>
<th>DOE</th>
<th>HHSP</th>
<th>WAP</th>
<th>CSBG</th>
<th>ESG</th>
<th>LIHEAP</th>
<th>CFDC</th>
<th>HBA</th>
<th>PWD</th>
<th>TBRA</th>
<th>HOME:</th>
<th>DR</th>
<th>HRA</th>
<th>SFD</th>
<th>HTF/OCI:</th>
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<table>
<thead>
<tr>
<th>Person/Role:</th>
<th>Gerald McIntosh</th>
</tr>
</thead>
<tbody>
<tr>
<td>Email Address:</td>
<td><a href="mailto:sfairfield@covenantcapital.org">sfairfield@covenantcapital.org</a></td>
</tr>
<tr>
<td>City &amp; State of Home Addr:</td>
<td>Houston, 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:**  
The Montrose Center

<table>
<thead>
<tr>
<th>Question</th>
<th>Answer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Is the Organization a 501(c)(3) or (4) as of the beginning of the Application Acceptance Period?</td>
<td>Yes</td>
</tr>
<tr>
<td>If no to the question above, what is its current legal status?</td>
<td>N/A</td>
</tr>
<tr>
<td>If &quot;Other&quot; please specify:</td>
<td>N/A</td>
</tr>
<tr>
<td>Date of legal formation of Nonprofit Organization:</td>
<td>12/18/1979</td>
</tr>
</tbody>
</table>

1) Is Applicant comprised of a joint venture between a Nonprofit and for-profit entity?  
   - No

2) Describe the nonprofit’s participation:  
   - Ownership/development/operation/guarantor

3) Describe the nonprofit’s participation in the operation of the Development throughout the Compliance and/or extended use period:  
   - NonProfit is the GP of the Applicant/Owner and will own and materially participate in the operation of the Development throughout the Extended Use Period.

4) Will the nonprofit receive part of the development fees paid in connection with the development?  
   - Yes

   If "Yes," explain:  
   - 5% Dev. Fee as a Co-Developer
<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gretchen Myers</td>
<td>Bd. Of Director/President</td>
</tr>
<tr>
<td>721 Redan St.</td>
<td></td>
</tr>
<tr>
<td>Houston</td>
<td>TX 77009</td>
</tr>
<tr>
<td>(713) 868-3379</td>
<td><a href="mailto:gam77009@gmail.com">gam77009@gmail.com</a></td>
</tr>
<tr>
<td>Clinical Psychologist</td>
<td></td>
</tr>
<tr>
<td>Michael Kauth, PhD</td>
<td>Bd. Of Director/V-President</td>
</tr>
<tr>
<td>1647 Bonnie Brae</td>
<td></td>
</tr>
<tr>
<td>Houston</td>
<td>TX 77006</td>
</tr>
<tr>
<td>(713) 515-3650</td>
<td><a href="mailto:kauthmr@yahoo.com">kauthmr@yahoo.com</a></td>
</tr>
<tr>
<td>Clinical Psychologist</td>
<td></td>
</tr>
<tr>
<td>Tara Kelly</td>
<td>Bd. Of Director/Treasurer</td>
</tr>
<tr>
<td>902 W 23rd St., Unit I</td>
<td></td>
</tr>
<tr>
<td>Houston</td>
<td>TX 77009</td>
</tr>
<tr>
<td>(512) 699-2744</td>
<td><a href="mailto:taramk8@gmail.com">taramk8@gmail.com</a></td>
</tr>
<tr>
<td>Trader</td>
<td></td>
</tr>
<tr>
<td>Daryl Sinkule, JD</td>
<td>Bd. Of Director</td>
</tr>
<tr>
<td>902 Cottage St.</td>
<td></td>
</tr>
<tr>
<td>Houston</td>
<td>TX 77009</td>
</tr>
<tr>
<td>(832) 465-1051</td>
<td><a href="mailto:darylsinkule@hotmail.com">darylsinkule@hotmail.com</a></td>
</tr>
<tr>
<td>Lawyer</td>
<td></td>
</tr>
<tr>
<td>Ann J. Robison</td>
<td>Executive Director</td>
</tr>
<tr>
<td>401 Branard St.</td>
<td></td>
</tr>
<tr>
<td>Houston</td>
<td>TX 77006</td>
</tr>
<tr>
<td>(713) 529-0037</td>
<td><a href="mailto:arobison@montrosecenter.org">arobison@montrosecenter.org</a></td>
</tr>
<tr>
<td>ED of Montrose Center</td>
<td></td>
</tr>
<tr>
<td>Bob Glazier</td>
<td>Bd. Of Director</td>
</tr>
<tr>
<td>1413 Monarch Oaks</td>
<td></td>
</tr>
<tr>
<td>Houston</td>
<td>TX 77055</td>
</tr>
<tr>
<td>(713) 723-2377</td>
<td><a href="mailto:drbgiazier@aol.com">drbgiazier@aol.com</a></td>
</tr>
<tr>
<td>retired</td>
<td></td>
</tr>
<tr>
<td>Aaron Masterson</td>
<td>Bd. Of Director</td>
</tr>
<tr>
<td>903 Harold St.</td>
<td></td>
</tr>
<tr>
<td>Houston</td>
<td>TX 77006</td>
</tr>
<tr>
<td>(713) 256-3192</td>
<td><a href="mailto:armaster73@gmail.com">armaster73@gmail.com</a></td>
</tr>
<tr>
<td>Recruiter</td>
<td></td>
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<td>Name</td>
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<tr>
<td>Daryl Shorter</td>
<td>Bd. Of Director</td>
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<tr>
<td>Nancy Sims</td>
<td>Bd. Of Director</td>
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<tr>
<td>Kim Watson</td>
<td>Bd. Of Director</td>
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<tr>
<td>Gary Woods</td>
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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)
Dear Taxpayer:

This is in response to your request of Jan. 07, 2008, regarding your tax-exempt status.

Our records indicate that a determination letter was issued in June 1980, that recognized you as exempt from Federal income tax, and discloses that you are currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records also indicate you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section 509(a)(2).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

Michele M. Sullivan, Oper. Mgr.
Accounts Management Operations I
CERTIFICATE OF FILING
OF
MONTROSE COUNSELING CENTER, INC.
File Number: 45689101
Assumed Name:
The Montrose Center

The undersigned, as Secretary of State of Texas, hereby certifies that the assumed name certificate for the above named entity has been received in this office and filed as provided by law on the date shown below.

ACCORDINGLY the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law hereby issues this Certificate of Filing.

Dated: 10/26/2012
Effective: 10/26/2012

Hope Andrade
Secretary of State
CERTIFICATE OF FILING OF
THE MONTROSE CENTER
45689101
[formerly: MONTROSE COUNSELING CENTER, INC.]

The undersigned, as Secretary of State of Texas, hereby certifies that a Restated Certificate of Formation for the above named domestic nonprofit corporation has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

Dated: 01/22/2018

Effective: 01/22/2018

Rolando B. Pablos
Secretary of State
AMENDED AND RESTATED CERTIFICATE OF FORMATION OF MONTROSE COUNSELING CENTER, INC.

I. MONTROSE COUNSELING CENTER, INC. (the "Corporation"), pursuant to the provisions of Articles 4.01 and 4.06 of the Texas Non-Profit Corporation Act (the "Act"), hereby adopts the following Amended and Restated Articles of Incorporation, which have been effected in conformity with the provisions of the Act and which accurately copy the articles of incorporation and all amendments thereto that are in effect to date and as further amended by this Amended and Restated Articles of Incorporation, and which contain no other change in any provision thereof. The original articles of incorporation were filed by the Secretary of State on December 18, 1978.

2. The articles of incorporation of the Corporation, as amended to date, are further amended by this Amended and Restated Articles of incorporation as follows: the Amended and Restated Articles of Incorporation alters Article I changing the name of the corporation to the Montrose Center, Article III adding to the purpose, Article IV to change the address of the registered agent, and Article VI to change the address and update directors.

3. The articles of incorporation of the Corporation, as amended to date and as further amended by these Amended and Restated Articles of Incorporation, shall be and reads as follows:

ARTICLE I
NAME

The name of the corporation is THE MONTROSE CENTER.

ARTICLE II
DURATION

The period of the duration of the corporation is perpetual.

ARTICLE III
PURPOSE

The purpose or purposes for which the Corporation is organized are: of providing community center, behavioral health and social support services without regard to race, age, gender, religion, sexual orientation or gender identity, gender role, marital status, political ideology, physical status, or national origin, located in the City of Houston, Harris County, Texas and for the purpose of doing all acts, exercising, of all powers and assuming all obligations necessary or incident to its operations, not for profit. This Corporation shall be a non-profit corporation.

ARTICLE IV

The address of its registered agent is:
ARTICLE V

The Corporation has no members.

ARTICLE VI

The number of Directors is as set forth in the bylaws of the Corporation, and the names and address[es] of the Directors are: The foregoing individuals should be contacted through the Montrose Center: 401 Branard Street, 2nd Floor, Houston, Texas 77006-5511.

Gretchen Myers, President
721 Redan Street
Houston, TX 77009

Michael Kauth, PhD, Vice President
1647 Bonnie Brae
Houston, TX 77006

Tara Kelly, Treasurer
902 W 23rd St Unit I
Houston, TX 77009

ARTICLE VII

The directors will hold office until their successors take office according to the By-Laws of the Corporation.

ARTICLE VIII

Upon dissolution of the corporation or the winding up of its affairs, the assets of the corporation shall be distributed exclusively to religious, charitable, educational, scientific, testing for public safety, literary, fostering national or international amateur sports competition, and prevention of cruelty to animals or children purposes which would then qualify under the provisions of Section 501(c)(3) of the Internal Revenue Code and its regulations as they now exist or as they may hereafter be amended.
4. The foregoing Amended and Restated Articles of Incorporation were approved by two-thirds of the members present at a meeting of the Board of Directors held on November 16, 2017, there being no members having voting rights in respect thereof.

Dated: November 16, 2017

STATE OF TEXAS

COUNTY OF HARRIS

THE MONTROSE CENTER

By: [Signature]

Bob Glazier, PhD, Board Secretary

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

Given under my hand and seal of office this 16th day of November, 2017.

[Notary Seal]

Notary Public, State of Texas
Ladies and Gentlemen:

2222 Cleburne LP (the "Applicant"), a Texas limited partnership, is the Applicant. The Montrose Center, a Texas non-profit corporation, formerly known as Montrose Counseling Center, Inc. (in this letter "TMC" refers to said corporation both prior to and after the hereinafter described Amended and Restated Certificate of Formation establishing its current name), is the sole member of 2222 Cleburne GP LLC, which is the sole general partner of the Applicant. We have been asked to render our legal opinion to meet the requirements of Tex. Gov’t Code, §2306.6706 and 10 TAC §10.204(14)(A)(iii). This opinion is issued to the Texas Department of Housing and Community Affairs (the "Department") so that the Department, its governing board, and its staff may rely on it in making any determinations that the Applicant is eligible under Tex. Gov’t Code, §2306.6706(b) for a housing tax credit allocation from the nonprofit set-aside.

In rendering our opinion, we have reviewed copies of the following organizational documents of TMC, all filed in the office of the Secretary of State of the State of Texas:

1. Articles of Incorporation filed on December 18, 1978;
2. Articles of Amendment to the Articles of Incorporation filed on December 19, 1979;
3. Articles of Amendment to Articles of Incorporation filed on September 22, 1988;
4. Amended and Restated Articles of Incorporation filed June 30, 2005; and

We have further reviewed the Bylaws of TMC adopted and effective as of July 19, 2007, and the Letter of Determination dated June 25, 1980 from the Internal Revenue Service regarding TMC’s status as an organization exempt from taxes under the Internal Revenue Code. We have also examined the records of TMC to determine whether or not there exists any identity of interest between TMC and any for-profit sponsors of the above-referenced development (the “Development”). We have reviewed the partnership agreement, and such other documents, instruments, and writings as we deemed necessary or advisable to enable us to render this opinion. We have assumed and relied upon the genuineness of all certifications and have no reason to question them. The review of all such documents, individually and collectively, forms the basis for our opinion.

Based upon the foregoing, it is our opinion that:

(1) TMC is not affiliated with or Controlled (within the meaning of 10 TAC §10.3(a)(29)) by a for-profit organization with respect to the Development.

(2) TMC is a “Qualified Nonprofit Organization” within the meaning of §2306.6706 and §42(h)(5) of the Internal Revenue Code.

(3) TMC is an organization described in paragraph (3) or (4) of §501(c), is exempt from taxation under §501(a) of the Internal Revenue Code, and is an organization that has its Internal Revenue Service documentation of designation as a Section 501(c)(3) or 501(c)(4) organization as of the beginning of the Application Acceptance Period. TMC is the sole member of 2222 Cleburne GP, LLC, the sole general partner of the Applicant.

(4) TMC is an organization which specifically, in support of providing behavioral health and social support services, has the providing of low-income housing as one of its tax exempt purposes and the development and operation of the Development as low income housing is a legal purpose of the Applicant.

(5) Applicant is eligible for a housing credit allocation from a set-aside reserved for the use of qualified nonprofit organizations. TMC owns an interest in the Applicant through a wholly owned subsidiary, a limited liability company, which in turn is the sole general partner of the Applicant and thus will directly control and materially participate in the development and operation of the Development.

(6) 2222 Cleburne will have the sole general partner, or TMC, or an affiliate or subsidiary that is also a nonprofit entity or its nonprofit affiliate or subsidiary meeting the requirements of §2306.6706 and §2306.6729 of the Texas...
Government Code and §42(h)(5) of the Internal Revenue Code be the Developer or co-Developer as evidenced in the development agreement.

(7) TMC prohibits any member of its board of directors, other than a chief staff member, serving concurrently as a member of the board, from receiving material compensation for service on the Board.

(8) TMC has the ability to do business as a nonprofit in Texas.

Sincerely,

WILSON, CRIBBS & GOREN, P.C.

By: [Signature]

Cynthia S. Olsen
the Montrose Center

Financial Statements
and Single Audit Reports
for the year ended August 31, 2017
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Independent Auditors’ Report

To the Board of Directors of
the Montrose Center:

Report on the Financial Statements

We have audited the accompanying financial statements of the Montrose Center, which comprise the statements of financial position as of August 31, 2017 and 2016 and the related statements of activities, of functional expenses, and of cash flows for the years then ended, and the related notes to the financial statements.

Management’s Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors’ Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. Those standards require that we plan and perform our audits to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors’ judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity’s preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity’s internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Montrose Center as of August 31, 2017 and 2016 and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.
Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying supplementary information included in the schedule of expenditures of federal awards for the year ended August 31, 2017 as required by Title 2 U. S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is presented for purposes of additional analysis and is not a required part of the financial statements. The accompanying supplementary information in the schedule of expenditures of state awards for the year ended August 31, 2017 is presented for purposes of additional analysis and is not a required part of the financial statements. Such supplementary information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Report Required by Government Auditing Standards

In accordance with Government Auditing Standards, we have also issued our report dated January 18, 2018 on our consideration of the Montrose Center’s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Montrose Center’s internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the Montrose Center’s internal control over financial reporting and compliance.

Blazek & Vetterling

January 18, 2018
the Montrose Center


<table>
<thead>
<tr>
<th>ASSETS</th>
<th>2017</th>
<th>2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash and cash equivalents ((Note 3))</td>
<td>$ 205,337</td>
<td>$ 314,416</td>
</tr>
<tr>
<td>Receivables:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Government contracts</td>
<td>895,531</td>
<td>941,574</td>
</tr>
<tr>
<td>Client fees, net</td>
<td>527,194</td>
<td>499,807</td>
</tr>
<tr>
<td>Operating pledges, net ((Note 4))</td>
<td>328,386</td>
<td>29,543</td>
</tr>
<tr>
<td>United Way allocation</td>
<td>46,732</td>
<td>23,732</td>
</tr>
<tr>
<td>Prepaid expenses</td>
<td>211,886</td>
<td>192,134</td>
</tr>
<tr>
<td>Cash restricted for senior housing ((Note 3))</td>
<td>827,493</td>
<td></td>
</tr>
<tr>
<td>Pledges receivable restricted for senior housing, net ((Note 4))</td>
<td>239,351</td>
<td>106,600</td>
</tr>
<tr>
<td>Property, net ((Note 5))</td>
<td>182,920</td>
<td>168,592</td>
</tr>
<tr>
<td><strong>TOTAL ASSETS</strong></td>
<td><strong>$ 3,464,830</strong></td>
<td><strong>$ 2,276,398</strong></td>
</tr>
</tbody>
</table>

| LIABILITIES AND NET ASSETS | | |
| Liabilities: | | |
| Accounts payable and accrued expenses | $ 218,420 | $ 109,926 |
| Accrued pension payable | 11,022 | 4,215 |
| Note payable \((Note 7)\) | 59,834 | 59,834 |
| Deferred revenue – special events | 14,500 |
| Payable to Montrose Counseling Center Permanent Endowment \((Note 2)\) | 114,802 | 168,744 |
| **Total liabilities** | **418,578** | **342,719** |

| Net assets: | | |
| Unrestricted | 792,330 | 1,186,027 |
| Temporarily restricted \((Note 6)\) | 2,253,922 | 747,652 |
| **Total net assets** | **3,046,252** | **1,933,679** |

| **TOTAL LIABILITIES AND NET ASSETS** | **$ 3,464,830** | **$ 2,276,398** |

See accompanying notes to financial statements.
## Statement of Activities for the year ended August 31, 2017

<table>
<thead>
<tr>
<th></th>
<th>UNRESTRICTED</th>
<th>TEMPORARILY RESTRICTED</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>REVENUE:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Government contracts (Note 8)</td>
<td>$4,229,930</td>
<td></td>
<td>$4,229,930</td>
</tr>
<tr>
<td>Client fees</td>
<td>1,328,921</td>
<td></td>
<td>1,328,921</td>
</tr>
<tr>
<td>Contributions</td>
<td>276,886</td>
<td>$1,397,064</td>
<td>1,673,950</td>
</tr>
<tr>
<td>Special events</td>
<td>37,590</td>
<td>327,175</td>
<td>364,765</td>
</tr>
<tr>
<td>Direct donor benefits</td>
<td>(21,397)</td>
<td>(20,531)</td>
<td>(41,928)</td>
</tr>
<tr>
<td>United Way allocation</td>
<td>3,630</td>
<td>136,734</td>
<td>140,364</td>
</tr>
<tr>
<td>Other income</td>
<td>133,952</td>
<td></td>
<td>133,952</td>
</tr>
<tr>
<td>Total revenue</td>
<td>5,989,512</td>
<td>1,840,442</td>
<td>7,829,954</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Net assets released from restrictions:</strong></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Expiration of time restrictions</td>
<td>3,036</td>
<td>(3,036)</td>
<td></td>
</tr>
<tr>
<td>Expenditure for program purposes</td>
<td>331,136</td>
<td>(331,136)</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>6,323,684</td>
<td>1,506,270</td>
<td>7,829,954</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>EXPENSES:</strong></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Program expenses:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Case Management</td>
<td>2,992,794</td>
<td></td>
<td>2,992,794</td>
</tr>
<tr>
<td>LIFE</td>
<td>701,373</td>
<td></td>
<td>701,373</td>
</tr>
<tr>
<td>Anti-Violence</td>
<td>510,025</td>
<td></td>
<td>510,025</td>
</tr>
<tr>
<td>Education</td>
<td>500,946</td>
<td></td>
<td>500,946</td>
</tr>
<tr>
<td>HIV/AIDS</td>
<td>426,497</td>
<td></td>
<td>426,497</td>
</tr>
<tr>
<td>Chemical Dependency</td>
<td>420,029</td>
<td></td>
<td>420,029</td>
</tr>
<tr>
<td>Youth</td>
<td>231,493</td>
<td></td>
<td>231,493</td>
</tr>
<tr>
<td>Senior</td>
<td>174,409</td>
<td></td>
<td>174,409</td>
</tr>
<tr>
<td>Women’s services</td>
<td>104,909</td>
<td></td>
<td>104,909</td>
</tr>
<tr>
<td>Total program expenses</td>
<td>6,062,475</td>
<td>6,062,475</td>
<td></td>
</tr>
<tr>
<td>Management and general</td>
<td>382,887</td>
<td></td>
<td>382,887</td>
</tr>
<tr>
<td>Fundraising</td>
<td>272,019</td>
<td></td>
<td>272,019</td>
</tr>
<tr>
<td>Total expenses</td>
<td>6,717,381</td>
<td>6,717,381</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>CHANGES IN NET ASSETS</strong></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Net assets, beginning of year</td>
<td>1,186,027</td>
<td>747,652</td>
<td>1,933,679</td>
</tr>
<tr>
<td>Net assets, end of year</td>
<td>$792,330</td>
<td>$2,253,922</td>
<td>$3,046,252</td>
</tr>
</tbody>
</table>

See accompanying notes to financial statements.
# the Montrose Center

Statement of Activities for the year ended August 31, 2016

<table>
<thead>
<tr>
<th></th>
<th>UNRESTRICTED</th>
<th>TEMORARILY RESTRICTED</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>REVENUE:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Government contracts <em>(Note 8)</em></td>
<td>$ 4,019,274</td>
<td>$ 4,019,274</td>
<td></td>
</tr>
<tr>
<td>Client fees</td>
<td>1,307,465</td>
<td>1,307,465</td>
<td></td>
</tr>
<tr>
<td>Contributions</td>
<td>247,205</td>
<td>$ 789,497</td>
<td>1,036,702</td>
</tr>
<tr>
<td>Special events</td>
<td>91,349</td>
<td>91,349</td>
<td></td>
</tr>
<tr>
<td>Direct donor benefits</td>
<td>(16,991)</td>
<td>(16,991)</td>
<td></td>
</tr>
<tr>
<td>United Way allocation</td>
<td>75,000</td>
<td>140,480</td>
<td>215,480</td>
</tr>
<tr>
<td>Other income</td>
<td>174,406</td>
<td></td>
<td>174,406</td>
</tr>
<tr>
<td><strong>Total revenue</strong></td>
<td>5,897,708</td>
<td>929,977</td>
<td>6,827,685</td>
</tr>
<tr>
<td><strong>Net assets released from restrictions:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Expiration of time restrictions</td>
<td>45,566</td>
<td>(45,566)</td>
<td></td>
</tr>
<tr>
<td>Expenditure for program purposes</td>
<td>716,364</td>
<td>(716,364)</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>6,659,638</td>
<td>168,047</td>
<td>6,827,685</td>
</tr>
<tr>
<td><strong>EXPENSES:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Program expenses:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Case Management</td>
<td>3,003,992</td>
<td>3,003,992</td>
<td></td>
</tr>
<tr>
<td>LIFE</td>
<td>654,058</td>
<td>654,058</td>
<td></td>
</tr>
<tr>
<td>Anti-Violence</td>
<td>452,070</td>
<td>452,070</td>
<td></td>
</tr>
<tr>
<td>Education</td>
<td>350,289</td>
<td>350,289</td>
<td></td>
</tr>
<tr>
<td>HIV/AIDS</td>
<td>510,105</td>
<td>510,105</td>
<td></td>
</tr>
<tr>
<td>Chemical Dependency</td>
<td>410,137</td>
<td>410,137</td>
<td></td>
</tr>
<tr>
<td>Youth</td>
<td>204,937</td>
<td>204,937</td>
<td></td>
</tr>
<tr>
<td>Senior</td>
<td>211,944</td>
<td>211,944</td>
<td></td>
</tr>
<tr>
<td>Women’s services</td>
<td>30,167</td>
<td>30,167</td>
<td></td>
</tr>
<tr>
<td><strong>Total program expenses</strong></td>
<td>5,827,699</td>
<td>5,827,699</td>
<td></td>
</tr>
<tr>
<td>Management and general</td>
<td>442,395</td>
<td>442,395</td>
<td></td>
</tr>
<tr>
<td>Fundraising</td>
<td>273,423</td>
<td>273,423</td>
<td></td>
</tr>
<tr>
<td><strong>Total expenses</strong></td>
<td>6,543,517</td>
<td>6,543,517</td>
<td></td>
</tr>
<tr>
<td><strong>CHANGES IN NET ASSETS</strong></td>
<td>116,121</td>
<td>168,047</td>
<td>284,168</td>
</tr>
<tr>
<td>Net assets, beginning of year</td>
<td>1,069,906</td>
<td>579,605</td>
<td>1,649,511</td>
</tr>
<tr>
<td>Net assets, end of year</td>
<td>$ 1,186,027</td>
<td>$ 747,652</td>
<td>$ 1,933,679</td>
</tr>
</tbody>
</table>

See accompanying notes to financial statements.
### Statement of Functional Expenses for the year ended August 31, 2017

<table>
<thead>
<tr>
<th></th>
<th>CASE MANAGEMENT</th>
<th>LIFE</th>
<th>ANTI-VIOLENCE</th>
<th>EDUCATION</th>
<th>HIV/AIDS</th>
<th>CHEMICAL DEPENDENCY</th>
<th>YOUTH</th>
<th>SENIOR</th>
<th>WOMEN’S SERVICES</th>
<th>MANAGEMENT</th>
<th>FUNDRAISING</th>
<th>TOTAL EXPENSES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries</td>
<td>$1,281,968</td>
<td>$464,335</td>
<td>$267,632</td>
<td>$296,163</td>
<td>$289,425</td>
<td>$253,865</td>
<td>$114,557</td>
<td>$112,937</td>
<td>$49,282</td>
<td>$176,313</td>
<td>$194,415</td>
<td>$3,500,892</td>
</tr>
<tr>
<td>Payroll taxes</td>
<td>352,762</td>
<td>91,146</td>
<td>45,488</td>
<td>95,867</td>
<td>46,322</td>
<td>63,529</td>
<td>27,237</td>
<td>21,815</td>
<td>10,279</td>
<td>32,426</td>
<td>28,285</td>
<td>815,166</td>
</tr>
<tr>
<td>Client assistance</td>
<td>96,591</td>
<td>34,586</td>
<td>19,945</td>
<td>22,343</td>
<td>21,523</td>
<td>19,006</td>
<td>8,425</td>
<td>8,579</td>
<td>3,753</td>
<td>12,982</td>
<td>14,745</td>
<td>262,478</td>
</tr>
<tr>
<td>Occupancy</td>
<td>850,038</td>
<td>95,997</td>
<td>230</td>
<td>688</td>
<td>3,915</td>
<td>22,440</td>
<td>973,308</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>In-kind professional services</td>
<td>210,876</td>
<td>62,018</td>
<td>41,545</td>
<td>53,292</td>
<td>35,635</td>
<td>37,509</td>
<td>16,809</td>
<td>19,789</td>
<td>7,775</td>
<td>88,434</td>
<td>8,120</td>
<td>581,802</td>
</tr>
<tr>
<td>Supplies</td>
<td>28,814</td>
<td>21,113</td>
<td>21,111</td>
<td>21,113</td>
<td>1,012</td>
<td>1,012</td>
<td>919</td>
<td>39,347</td>
<td>353</td>
<td>113,446</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Supplies</td>
<td>28,814</td>
<td>21,113</td>
<td>21,111</td>
<td>21,113</td>
<td>1,012</td>
<td>1,012</td>
<td>919</td>
<td>39,347</td>
<td>353</td>
<td>113,446</td>
<td></td>
<td></td>
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<tr>
<td>Local travel</td>
<td>31,817</td>
<td>798</td>
<td>1,477</td>
<td>15,897</td>
<td>70</td>
<td>4,876</td>
<td>7,789</td>
<td>1,452</td>
<td>1,118</td>
<td>76</td>
<td>54</td>
<td>65,424</td>
</tr>
<tr>
<td>Telephone</td>
<td>11,248</td>
<td>3,301</td>
<td>3,461</td>
<td>2,803</td>
<td>1,899</td>
<td>3,145</td>
<td>896</td>
<td>1,055</td>
<td>430</td>
<td>1,373</td>
<td>437</td>
<td>30,048</td>
</tr>
<tr>
<td>Professional development</td>
<td>14,587</td>
<td>2,420</td>
<td>249</td>
<td>3,573</td>
<td>138</td>
<td>2,501</td>
<td>75</td>
<td>210</td>
<td>204</td>
<td>411</td>
<td>5</td>
<td>24,373</td>
</tr>
<tr>
<td>Equipment rentals and purchases</td>
<td>8,419</td>
<td>3,414</td>
<td>1,727</td>
<td>2,206</td>
<td>1,790</td>
<td>1,563</td>
<td>706</td>
<td>821</td>
<td>323</td>
<td>2,275</td>
<td>337</td>
<td>23,581</td>
</tr>
<tr>
<td>Depreciation</td>
<td>10,118</td>
<td>2,375</td>
<td>1,789</td>
<td>1,706</td>
<td>1,531</td>
<td>1,454</td>
<td>711</td>
<td>827</td>
<td>427</td>
<td>1,294</td>
<td>495</td>
<td>22,727</td>
</tr>
<tr>
<td>Printing</td>
<td>6,482</td>
<td>82</td>
<td>107</td>
<td>268</td>
<td>179</td>
<td>70</td>
<td>293</td>
<td>429</td>
<td>989</td>
<td>306</td>
<td>283</td>
<td>9,488</td>
</tr>
<tr>
<td>Bad debt</td>
<td>1,822</td>
<td>698</td>
<td>644</td>
<td>1,754</td>
<td>601</td>
<td>5,519</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Postage</td>
<td>1,057</td>
<td>327</td>
<td>213</td>
<td>244</td>
<td>168</td>
<td>190</td>
<td>92</td>
<td>103</td>
<td>641</td>
<td>207</td>
<td>388</td>
<td>3,630</td>
</tr>
<tr>
<td>Other</td>
<td>6,069</td>
<td>3,640</td>
<td>3,163</td>
<td>2,322</td>
<td>2,329</td>
<td>4,328</td>
<td>5,084</td>
<td>3,126</td>
<td>5,247</td>
<td>26,854</td>
<td>9,096</td>
<td>71,258</td>
</tr>
<tr>
<td><strong>Total expenses</strong></td>
<td><strong>$2,992,794</strong></td>
<td><strong>$701,373</strong></td>
<td><strong>$510,025</strong></td>
<td><strong>$500,946</strong></td>
<td><strong>$426,497</strong></td>
<td><strong>$420,029</strong></td>
<td><strong>$231,493</strong></td>
<td><strong>$174,409</strong></td>
<td><strong>$104,909</strong></td>
<td><strong>$382,887</strong></td>
<td><strong>$272,019</strong></td>
<td><strong>$6,717,381</strong></td>
</tr>
</tbody>
</table>

Grant reimbursed management expenses by program

<table>
<thead>
<tr>
<th></th>
<th>CASE MANAGEMENT</th>
<th>LIFE</th>
<th>ANTI-VIOLENCE</th>
<th>EDUCATION</th>
<th>HIV/AIDS</th>
<th>CHEMICAL DEPENDENCY</th>
<th>YOUTH</th>
<th>SENIOR</th>
<th>WOMEN’S SERVICES</th>
<th>MANAGEMENT</th>
<th>FUNDRAISING</th>
<th>TOTAL EXPENSES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries</td>
<td>$120,637</td>
<td>$428</td>
<td>$30,718</td>
<td>$40,417</td>
<td>$12,986</td>
<td>$18,262</td>
<td>$6,699</td>
<td>$7,196</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

See accompanying notes to financial statements.
# Statement of Functional Expenses for the year ended August 31, 2016

<table>
<thead>
<tr>
<th>CASE MANAGEMENT</th>
<th>LIFE</th>
<th>ANTI-VIOLENCE</th>
<th>EDUCATION</th>
<th>HIV/AIDS</th>
<th>CHEMICAL DEPENDENCY</th>
<th>YOUTH</th>
<th>SENIOR</th>
<th>WOMEN'S SERVICES</th>
<th>MANAGEMENT AND FUNDRAISING</th>
<th>TOTAL EXPENSES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries</td>
<td>$1,304,996</td>
<td>$414,388</td>
<td>$248,906</td>
<td>$209,828</td>
<td>$336,865</td>
<td>$243,985</td>
<td>$102,196</td>
<td>$110,810</td>
<td>$20,319</td>
<td>$192,777</td>
</tr>
<tr>
<td>Benefits</td>
<td>343,851</td>
<td>84,919</td>
<td>39,674</td>
<td>57,292</td>
<td>57,075</td>
<td>52,673</td>
<td>25,012</td>
<td>19,755</td>
<td>3,973</td>
<td>38,106</td>
</tr>
<tr>
<td>Payroll taxes</td>
<td>98,452</td>
<td>31,003</td>
<td>18,525</td>
<td>16,043</td>
<td>25,102</td>
<td>18,536</td>
<td>7,520</td>
<td>8,315</td>
<td>1,501</td>
<td>14,119</td>
</tr>
<tr>
<td>Client assistance</td>
<td>762,188</td>
<td>57,599</td>
<td>231</td>
<td>456</td>
<td>262</td>
<td>208,491</td>
<td>3,393,561</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Occupancy</td>
<td>217,477</td>
<td>55,279</td>
<td>42,748</td>
<td>38,913</td>
<td>43,126</td>
<td>39,032</td>
<td>20,935</td>
<td>19,391</td>
<td>2,719</td>
<td>94,863</td>
</tr>
<tr>
<td>In-kind professional services</td>
<td>34,706</td>
<td>22,542</td>
<td>22,542</td>
<td>22,542</td>
<td>19,661</td>
<td>28,935</td>
<td>150,928</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contract services</td>
<td>32,241</td>
<td>20,664</td>
<td>5,186</td>
<td>1,149</td>
<td>8,709</td>
<td>11,604</td>
<td>440</td>
<td>40,715</td>
<td>89</td>
<td>31,480</td>
</tr>
<tr>
<td>Supplies</td>
<td>39,940</td>
<td>2,708</td>
<td>1,254</td>
<td>2,241</td>
<td>3,876</td>
<td>1,191</td>
<td>6,377</td>
<td>1,906</td>
<td>209</td>
<td>1,332</td>
</tr>
<tr>
<td>Local travel</td>
<td>36,708</td>
<td>1,207</td>
<td>987</td>
<td>10,662</td>
<td>15</td>
<td>4,688</td>
<td>7,421</td>
<td>2,180</td>
<td>438</td>
<td>18</td>
</tr>
<tr>
<td>Telephone</td>
<td>8,454</td>
<td>2,354</td>
<td>2,765</td>
<td>1,531</td>
<td>1,701</td>
<td>2,786</td>
<td>643</td>
<td>750</td>
<td>176</td>
<td>1,398</td>
</tr>
<tr>
<td>Professional development</td>
<td>8,334</td>
<td>2,582</td>
<td>585</td>
<td>7,881</td>
<td>137</td>
<td>4,980</td>
<td>32</td>
<td>237</td>
<td>165</td>
<td>24,933</td>
</tr>
<tr>
<td>Equipment rental and purchases</td>
<td>8,914</td>
<td>3,096</td>
<td>1,740</td>
<td>1,560</td>
<td>1,823</td>
<td>1,611</td>
<td>735</td>
<td>799</td>
<td>112</td>
<td>1,151</td>
</tr>
<tr>
<td>Depreciation</td>
<td>12,433</td>
<td>2,843</td>
<td>1,912</td>
<td>1,493</td>
<td>2,158</td>
<td>1,735</td>
<td>874</td>
<td>1,036</td>
<td>125</td>
<td>1,899</td>
</tr>
<tr>
<td>Printing</td>
<td>1,605</td>
<td>301</td>
<td>217</td>
<td>209</td>
<td>48</td>
<td>300</td>
<td>1,816</td>
<td>99</td>
<td>40</td>
<td>480</td>
</tr>
<tr>
<td>Bad debt</td>
<td>89,000</td>
<td>5,123</td>
<td>3,540</td>
<td>3,995</td>
<td>3,212</td>
<td>1,919</td>
<td>36,857</td>
<td>143,646</td>
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</tr>
<tr>
<td>Postage</td>
<td>1,006</td>
<td>309</td>
<td>195</td>
<td>183</td>
<td>217</td>
<td>194</td>
<td>81</td>
<td>14</td>
<td>200</td>
<td>633</td>
</tr>
<tr>
<td>Other</td>
<td>3,687</td>
<td>4,740</td>
<td>3,695</td>
<td>1,073</td>
<td>2,716</td>
<td>3,493</td>
<td>3,768</td>
<td>2,433</td>
<td>131</td>
<td>27,918</td>
</tr>
<tr>
<td>Total expenses</td>
<td>$3,003,992</td>
<td>$654,058</td>
<td>$452,070</td>
<td>$350,289</td>
<td>$510,105</td>
<td>$410,137</td>
<td>$204,937</td>
<td>$211,944</td>
<td>$30,167</td>
<td>$442,395</td>
</tr>
<tr>
<td>Grant reimbursed management expenses by program</td>
<td>$155,386</td>
<td>$705</td>
<td>$23,937</td>
<td>$35,957</td>
<td>$15,550</td>
<td>$20,947</td>
<td>$9,486</td>
<td>$5,527</td>
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<td></td>
</tr>
</tbody>
</table>

See accompanying notes to financial statements.
the Montrose Center

Statements of Cash Flows for the years ended August 31, 2017 and 2016

<table>
<thead>
<tr>
<th></th>
<th>2017</th>
<th>2016</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>CASH FLOWS FROM OPERATING ACTIVITIES:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Changes in net assets</td>
<td>$1,112,573</td>
<td>$284,168</td>
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<tr>
<td>Adjustments to reconcile changes in net assets to net cash used by operating activities:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Depreciation</td>
<td>22,727</td>
<td>27,903</td>
</tr>
<tr>
<td>Contributions restricted for senior housing</td>
<td>(1,071,950)</td>
<td>(193,106)</td>
</tr>
<tr>
<td>Changes in operating assets and liabilities:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Receivables</td>
<td>(303,187)</td>
<td>(78,800)</td>
</tr>
<tr>
<td>Prepaid expenses</td>
<td>(19,752)</td>
<td>(1,062)</td>
</tr>
<tr>
<td>Deferred revenue – special events</td>
<td>14,500</td>
<td></td>
</tr>
<tr>
<td>Payables and accrued expenses</td>
<td>61,359</td>
<td>(144,255)</td>
</tr>
<tr>
<td>Net cash used by operating activities</td>
<td>(183,730)</td>
<td>(105,152)</td>
</tr>
<tr>
<td><strong>CASH FLOWS FROM INVESTING ACTIVITIES:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Change in cash restricted for senior housing</td>
<td>(827,493)</td>
<td></td>
</tr>
<tr>
<td>Purchases of property</td>
<td>(37,055)</td>
<td>(40,525)</td>
</tr>
<tr>
<td>Net cash used by investing activities</td>
<td>(864,548)</td>
<td>(40,525)</td>
</tr>
<tr>
<td><strong>CASH FLOWS FROM FINANCING ACTIVITIES:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Proceeds from debt</td>
<td></td>
<td>59,834</td>
</tr>
<tr>
<td>Proceeds from contributions restricted for senior housing</td>
<td>939,199</td>
<td>174,825</td>
</tr>
<tr>
<td>Net cash provided by financing activities</td>
<td>939,199</td>
<td>234,659</td>
</tr>
<tr>
<td><strong>NET CHANGE IN CASH AND CASH EQUIVALENTS</strong></td>
<td>(109,079)</td>
<td>88,982</td>
</tr>
<tr>
<td>Cash and cash equivalents, beginning of year</td>
<td>314,416</td>
<td>225,434</td>
</tr>
<tr>
<td>Cash and cash equivalents, end of year</td>
<td>$205,337</td>
<td>$314,416</td>
</tr>
</tbody>
</table>

See accompanying notes to financial statements.
NOTE 1 – ORGANIZATION AND SIGNIFICANT ACCOUNTING POLICIES

Organization – Montrose Counseling Center, Inc., doing business as the Montrose Center (the Center), is a Texas non-profit corporation created in 1978 to provide outpatient mental health care services, substance abuse treatment, and case management services in the Houston area.

In 2015, the Center and AssistHers, Inc. (AssistHers), a Texas non-profit corporation organized to provide services to lesbian women, entered into an agreement in which the Center was to provide specified administrative services to AssistHers. The agreement contained provisions whereby on its first anniversary date, the AssistHers corporate entity would be dissolved and the Center would assume responsibility for its programs and services. Under the terms of the agreement, the net assets of AssistHers would be transferred to the Center to support the continuance of AssistHers activities, an advisory panel for such activities would be formed consisting of the former board members of AssistHers, and efforts would be undertaken to add two of the former AssistHers board members to the Board of Directors of the Center.

On April 21, 2016, the Board of Directors of the Center adopted a resolution to continue the services of AssistHers as a program of the Center, so named, and to accept the assets of AssistHers for that purpose. Approximately $220,000 of cash was transferred to the Center in connection with this transaction.

Program services are as follows:

Case Management – Services are provided by the Center to assist clients in dealing with basic everyday challenges including access to health and psychosocial services in a timely and coordinated manner. Services include housing financial assistance, assistance with obtaining and completing governmental forms, as well as locating transportation, housing, and other resources. The Center’s primary goal is to promote continuity of care so that clients can function interdependently by using government, private and community resources. In addition to case management services to those living with HIV disease, specialized case management services are available to those who are living with HIV, as well as deaf/hard-of-hearing, mental retardation, severe learning disability or severe cognitive impairment; or survivors of sexual assault, same-sex domestic violence or a bias/hate crime. Activities of the AssistHers program are reported as a part of case management services.

Living Insightfully for Empowerment (LIFE) is a psychotherapy and counseling program that provides quality counseling within a supportive atmosphere in which a person may feel empowered to explore all issues without fear of encountering prejudice, ignorance, homophobia or heterosexism.

Anti-Violence provides counseling services to address issues related to domestic violence, sexual assault, hate crimes and childhood sexual abuse.

Education programs provide current and accessible information on HIV, sexually transmitted infections, chemical dependency, hepatitis and tuberculosis, and offer seminars on issues such as homophobia, heterosexism and cultural sensitivity. The Center also provides anti-violence education. The programs provide education and training not only to LGBT individuals, but to the greater Houston metropolitan area as a whole. These services are provided in prisons, half-way houses, inpatient and outpatient recovery centers, schools, social organizations, businesses and corporations, community and neighborhood groups, health care and legal professionals, churches and families.

HIV/AIDS provides individual, couple, and group counseling to people infected and affected with HIV and/or AIDS.

Chemical Dependency provides a combination of education, therapy, and counseling. It is a state licensed, outpatient treatment program designed primarily for the Lesbian, Gay, Bisexual and Transgender (LGBT) communities. All phases of the program offer services to family members and others significant in the lives of clients participating in the program.
Youth provides adolescents and young adults who identify as LGBTQ outreach, counseling, role models and peer support to help prevent homelessness among youth.

Senior provides counseling services, case management services, social and recreational activities and health and wellness education to LGBT people age 60 and older.

Women's services include AssistHers, Lesbian Health Initiative, and Kindred Spirits. AssistHers provides a network or support to lesbian women struggling with debilitating or life-threatening illnesses in order for them to live as normally as possible, educates lesbian women and others about important health issues and eradicates discrimination and breaks down barriers which lesbians face when accessing health and social service systems. Lesbian Health Initiative works to illuminate and eliminate barriers to accessing health care for lesbians and trans men through advocacy, professional and community education and case management. Kindred Spirits is an annual celebration dance supporting women and their friends.

Federal income tax status – The Center is exempt from federal income tax under §501(c)(3) of the Internal Revenue Code and is classified as a public charity under §509(a)(2).

Cash equivalents are highly liquid investments with original maturities of three months or less.

Pledges receivable that are due within one year are reported at net realizable value. Pledges receivable that are expected to be collected in future years are reported at the present value of the expected future cash flows.

Allowance for uncollectible receivables – An allowance for receivables is provided when it is believed balances may not be collected in full. The amount of bad debt expense or loss on receivables recognized each period and the resulting adequacy of the allowance at the end of each period are determined using a combination of historical loss experience and analysis of individual balances. It is possible that management’s estimates regarding the collectability of the balances will change in the near term resulting in a change in the carrying value of these receivables.

Property is reported at cost if purchased and at estimated fair value at the date of gift if donated. Depreciation is calculated on a straight-line basis over estimated useful lives of 5 to 20 years.

Net asset classification – Contributions and the related net assets are classified based on the existence or absence of donor-imposed restrictions, as follows:

- **Unrestricted net assets** include those net assets whose use is not restricted by donor-imposed stipulations even though their use may be limited in other respects such as by contract or board designation.
- **Temporarily restricted net assets** include contributions restricted by the donor for specific purposes or time periods. When a purpose restriction is accomplished or a time restriction ends, temporarily restricted net assets are released to unrestricted net assets.

Fee revenue – Revenue from government contracts and client fees are recognized when the related services are provided.

Contributions are recognized as revenue when an unconditional commitment is received from the donor. Contributions received with donor stipulations that limit their use are classified as restricted support. Conditional contributions are recognized in the same manner when the conditions are substantially met.

Non-cash contributions – Donated materials and use of facilities are recognized at fair value when an unconditional commitment is received from the donor. The related expense is recognized as the item is used. Contributions of services are recognized when services received (a) create or enhance nonfinancial assets or (b) require specialized skills, are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation.
Estimates – Management must make estimates and assumptions to prepare financial statements in accordance with generally accepted accounting principles. These estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, the amounts of reported revenue and expenses, and the allocation of expenses among various functions. Actual results could vary from the estimates that were used.

Reclassifications – Certain reclassifications have been made to the prior year financial statements to conform with the current presentation.

Recent financial accounting pronouncements – In August 2016, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2016-14, Not-for-Profit Entities (Topic 958): Presentation of Financial Statements of Not-for-Profit Entities. The amendments in this ASU are the first phase of changes aimed at providing more useful information to users of not-for-profit financial statements. Under this ASU, net assets will be presented in two classes: net assets with donor restrictions and net assets without donor restrictions and underwater endowments will be grouped with net assets with donor restrictions. New or enhanced disclosures will be required about the nature and composition of net assets, and the liquidity and availability of resources for general operating expenditures within one year of the balance sheet date. Expenses will be required to be presented by both nature and function and investment return will be presented net of external and direct internal investment expenses. Absent explicit donor stipulations, restrictions on long-lived assets will expire when assets are placed in service. The ASU is effective for fiscal periods beginning after December 15, 2017, but early adoption is permitted. Adoption of this ASU will impact the presentation and disclosures of the financial statements.

In February 2016, the FASB issued ASU 2016-02, Leases (Topic 842). Under this ASU, a lessee should recognize in the statement of financial position a lease liability and a lease asset representing its right to use the underlying asset for the term of the lease for both finance and operating leases. An entity may make an accounting policy election not to recognize lease assets and lease liabilities for leases with a term of 12 months or less. Recognition, measurement, and presentation of expenses and cash flows arising from a lease by a lessee have not changed significantly. Qualitative and quantitative disclosures are required to enable users of financial statements to assess the amount, timing and uncertainty of cash flows arising from leases. The ASU is effective for fiscal periods beginning after December 15, 2019. The Center plans to adopt this ASU for its fiscal year ending August 31, 2021. Management has not yet determined the impact adoption of this ASU will have on the financial statements.

NOTE 2 – MONTROSE COUNSELING CENTER PERMANENT ENDOWMENT, INC.

Montrose Counseling Center Permanent Endowment, Inc. (the Endowment) is a nonprofit organization established to provide financial support for the Center. The Endowment is governed by an independent, self-perpetuating board of directors and serves as a permanent fund whereby donations are held in perpetuity. The financial activity of the Endowment is not included in these financial statements.

In 2007, the Endowment purchased an office building to house the operations of the Center. The office building is leased to the Center under a noncancelable operating lease agreement through December 31, 2028. The Center pays the expenses for building personnel and supplies, insurance, accounting and other administrative services. The property has annual rental payments of approximately $567,000 through 2028. At August 31, 2017 and 2016, the Center had a payable to the Endowment in the amount of $114,802 and $168,744, respectively.

NOTE 3 – CASH AND CASH EQUIVALENTS

Cash and cash equivalents consist of the following:

<table>
<thead>
<tr>
<th></th>
<th>2017</th>
<th>2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bank deposits</td>
<td>$979,022</td>
<td>$260,878</td>
</tr>
<tr>
<td>Money market mutual funds</td>
<td>25,733</td>
<td>25,463</td>
</tr>
<tr>
<td>Certificates of deposit</td>
<td>28,075</td>
<td>28,075</td>
</tr>
<tr>
<td><strong>Total cash and cash equivalents</strong></td>
<td><strong>$1,032,830</strong></td>
<td><strong>$314,416</strong></td>
</tr>
</tbody>
</table>
NOTE 4 – PLEDGES RECEIVABLE

Pledges receivable are as follows:

<table>
<thead>
<tr>
<th></th>
<th>2017</th>
<th>2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pledges receivable – operating</td>
<td>$328,835</td>
<td>$29,992</td>
</tr>
<tr>
<td>Pledges receivable restricted for senior housing</td>
<td>$272,656</td>
<td>$117,000</td>
</tr>
<tr>
<td>Total</td>
<td>$601,491</td>
<td>$146,992</td>
</tr>
<tr>
<td>Allowance for uncollectible pledges</td>
<td>(27,974)</td>
<td>(10,262)</td>
</tr>
<tr>
<td>Discount to net present value at 1.19% to 1.70%</td>
<td>(5,780)</td>
<td>(587)</td>
</tr>
<tr>
<td>Pledges receivable, net</td>
<td>$567,737</td>
<td>$136,143</td>
</tr>
</tbody>
</table>

Pledges receivable at August 31, 2017 are expected to be collected as follows:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Within one year</td>
<td>$416,577</td>
</tr>
<tr>
<td>In one to five years</td>
<td>184,914</td>
</tr>
<tr>
<td>Total pledges receivable</td>
<td>$601,491</td>
</tr>
</tbody>
</table>

The Center has conditional pledges totaling $200,000 to provide funding for a LGBT-friendly senior housing project to be developed and managed by the Center. The Center has not recognized any of the pledges as contribution revenue because the conditions have not been met.

NOTE 5 – PROPERTY

Property is comprised of the following:

<table>
<thead>
<tr>
<th></th>
<th>2017</th>
<th>2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>Furniture and equipment</td>
<td>$479,971</td>
<td>$462,048</td>
</tr>
<tr>
<td>Construction in progress</td>
<td>121,926</td>
<td>102,795</td>
</tr>
<tr>
<td>Accumulated depreciation</td>
<td>(418,977)</td>
<td>(396,251)</td>
</tr>
<tr>
<td>Property, net</td>
<td>$182,920</td>
<td>$168,592</td>
</tr>
</tbody>
</table>

NOTE 6 – TEMPORARILY RESTRICTED NET ASSETS

Temporarily restricted net assets are available for the following purposes:

<table>
<thead>
<tr>
<th></th>
<th>2017</th>
<th>2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>Senior housing</td>
<td>$1,188,950</td>
<td>$117,000</td>
</tr>
<tr>
<td>Hurricane Harvey relief</td>
<td>288,834</td>
<td></td>
</tr>
<tr>
<td>Women’s services</td>
<td>205,100</td>
<td>216,222</td>
</tr>
<tr>
<td>Safe Zones program</td>
<td>189,035</td>
<td>198,391</td>
</tr>
<tr>
<td>Hatch Youth program</td>
<td>162,185</td>
<td>94,196</td>
</tr>
<tr>
<td>Homelessness prevention</td>
<td>61,478</td>
<td></td>
</tr>
<tr>
<td>SPRY program</td>
<td>49,217</td>
<td></td>
</tr>
<tr>
<td>United Way allocation</td>
<td>46,732</td>
<td>23,732</td>
</tr>
<tr>
<td>NEST program</td>
<td>26,066</td>
<td>56,502</td>
</tr>
<tr>
<td>Pledges restricted for use in future periods</td>
<td>1,956</td>
<td>4,992</td>
</tr>
<tr>
<td>Other</td>
<td>34,369</td>
<td>36,617</td>
</tr>
<tr>
<td>Total temporarily restricted net assets</td>
<td>$2,253,922</td>
<td>$747,652</td>
</tr>
</tbody>
</table>
NOTE 7 – NOTE PAYABLE

The Center has a non-interest bearing note payable with an organization that funded architectural, survey, and market study costs for the senior housing project.

NOTE 8 – GOVERNMENT CONTRACTS

The Center is a party to contracts with federal, state, and local governmental agencies. Should these contracts not be renewed, a replacement for this source of support may not be forthcoming and related expenses would not be incurred. Sources of significant federal and state grants received as direct and pass-through funding include the following:

<table>
<thead>
<tr>
<th></th>
<th>2017</th>
<th>2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal grants:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>U. S. Department of Health and Human Services</td>
<td>$2,425,323</td>
<td>$2,103,821</td>
</tr>
<tr>
<td>U. S. Department of Housing and Urban Development</td>
<td>1,115,778</td>
<td>1,055,660</td>
</tr>
<tr>
<td>U. S. Department of Justice</td>
<td>218,746</td>
<td>180,090</td>
</tr>
<tr>
<td><strong>Total federal grants</strong></td>
<td>3,759,847</td>
<td>3,339,571</td>
</tr>
<tr>
<td>State grants:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Texas Department of State Health Services</td>
<td>384,443</td>
<td>590,989</td>
</tr>
<tr>
<td>Texas Office of the Attorney General</td>
<td>47,604</td>
<td>53,079</td>
</tr>
<tr>
<td>Texas Health and Human Services Commission</td>
<td>38,036</td>
<td>35,635</td>
</tr>
<tr>
<td><strong>Total state grants</strong></td>
<td>470,083</td>
<td>679,703</td>
</tr>
<tr>
<td><strong>Total government grants</strong></td>
<td>$4,229,930</td>
<td>$4,019,274</td>
</tr>
</tbody>
</table>

The Center’s contracts from federal, state and local governmental agencies require fulfillment of certain conditions as set forth in the grant contracts and are subject to review and audit by the awarding agencies. Such reviews and audits could result in the discovery of unallowable activities and unallowable costs. Consequently, any of the funding sources may, at their discretion, request reimbursement for expenses or return of funds as a result of non-compliance by the Center with the terms of the contracts. Management believes such disallowances, if any, would not be material to the Center’s financial position or changes in net assets.

NOTE 9 – RETIREMENT PLAN

The Center participates in a §403(b) defined contribution annuity plan. Contributions to the plan include the employee’s deferral of salary plus an employer match. The Center matches 50% of the employee’s contributions, up to a maximum of 3% of the employee’s salary. The Center contributed $42,900 to this plan in 2017 and $40,600 in 2016.

NOTE 10 – COMMITMENTS

At August 31, 2017, the Center had unfunded construction commitments totaling approximately $648,000.

NOTE 11 – SUBSEQUENT EVENTS

Management has evaluated subsequent events through January 18, 2018, which is the date that the financial statements were available for issuance. As a result of this evaluation, no events were identified that are required to be disclosed or would have a material impact on reported net assets or changes in net assets.
<table>
<thead>
<tr>
<th>GRANTOR</th>
<th>Pass-through Grantor</th>
<th>CFDA Program Title &amp; Period</th>
<th>Allowable Program Title &amp; Period</th>
<th>Allowable Number Number</th>
<th>Allowable Amount</th>
<th>Allowable Revenue</th>
<th>Allowable Expenses</th>
</tr>
</thead>
<tbody>
<tr>
<td>U. S. DEPARTMENT OF HEALTH AND HUMAN SERVICES</td>
<td></td>
<td></td>
<td></td>
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<td></td>
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<td></td>
</tr>
<tr>
<td>Passed through City of Houston Department of Health and Human Services Area Agency on Aging:</td>
<td></td>
<td></td>
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<tr>
<td>Special Programs for the Aging Title III, Part B</td>
<td></td>
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</tr>
<tr>
<td>Grants for Supportive Services and Senior Centers (Aging Cluster)</td>
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<td></td>
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</tr>
<tr>
<td>#1 10/01/15 – 09/30/16 93.044 450094971</td>
<td></td>
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<tr>
<td>#2 10/01/16 – 09/30/17 93.044 460010084</td>
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<tr>
<td>Passed through Neighborhood Centers Inc. and Harris County Area Agency on Aging:</td>
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<tr>
<td>Special Programs for the Aging, Title III, Part C, Nutrition Services</td>
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<tr>
<td>Nutrition Services (Aging Cluster)</td>
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<tr>
<td>#3 10/01/15 – 09/30/16 93.045 3618</td>
<td></td>
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<tr>
<td>#4 10/01/16 – 09/30/17 93.045 3618</td>
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<tr>
<td>Total Aging Cluster</td>
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<tr>
<td>Passed through the Center for Success and Independence:</td>
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<tr>
<td>Administration for Children &amp; Families, Family and Youth Services Bureau</td>
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<tr>
<td>Affordable Care Act (ACA) Personal Responsibility Education Program</td>
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<tr>
<td>#5 10/01/15 – 09/30/18 93.092 N/A</td>
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</tr>
<tr>
<td>Passed through Houston Regional HIV/AIDS Resource Group, Inc.:</td>
<td></td>
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<tr>
<td>Coordinated Services and Access to Research for Women, Infants, Children and Youth</td>
<td></td>
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</tr>
<tr>
<td>Ryan White, Part D, Mental Health</td>
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<tr>
<td>#6 08/01/16 – 07/31/17 93.153 17TMC00PTD</td>
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<tr>
<td>#7 08/01/17 – 07/31/18 93.153 18TMC00PTD</td>
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<tr>
<td>Passed through Change Happens:</td>
<td></td>
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<tr>
<td>Department of Health and Human Services Centers for Medicare and Medicaid Services</td>
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<tr>
<td>Cooperative Agreement to Support Navigators in Federally-facilitated and State Partnership Marketplaces</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>#8 09/02/16 – 09/01/17 93.332 6NAVCA150277-01-01</td>
<td></td>
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<td></td>
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</tr>
<tr>
<td>Passed through Texas Health and Human Services Commission:</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Temporary Assistance for Needy Families</td>
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<td></td>
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<td></td>
<td></td>
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<tr>
<td>Exceptional Item Funding Project</td>
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</tr>
<tr>
<td>#9 09/01/15 – 08/31/17 93.558 529-16-0015-00010</td>
<td></td>
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<td></td>
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</tr>
<tr>
<td>Administration for Children and Families</td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Social Services Block Grant Supplemental Fund</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>#10 09/01/16 – 08/31/17 93.667 529-15-0031-00005C</td>
<td></td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

(continued)
the Montrose Center

Schedule of Expenditures of Federal Awards for the year ended August 31, 2017

<table>
<thead>
<tr>
<th>GRANTOR</th>
<th>Pass-through Grantor</th>
<th>CFDA Number</th>
<th>Grant Period Number</th>
<th>Award Number</th>
<th>Allowable Amount</th>
<th>Revenue</th>
<th>Expenses</th>
</tr>
</thead>
<tbody>
<tr>
<td>U. S. DEPARTMENT OF HEALTH AND HUMAN SERVICES</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>#11</td>
<td>09/01/16 – 08/31/17</td>
<td>93.671</td>
<td>529-15-0031-00005C</td>
<td></td>
<td>$19,624</td>
<td>19,624</td>
<td>19,624</td>
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<tr>
<td>#12</td>
<td>04/01/16 – 03/31/17</td>
<td>93.917</td>
<td>2016-003878-02</td>
<td></td>
<td>$229,500</td>
<td>126,298</td>
<td>126,298</td>
</tr>
<tr>
<td>#13</td>
<td>04/01/17 – 03/31/18</td>
<td>93.917</td>
<td>2016-003878B</td>
<td></td>
<td>$229,500</td>
<td>97,035</td>
<td>97,035</td>
</tr>
<tr>
<td></td>
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<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Passed through Harris County:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HIV Emergency Relief Project Grants (Ryan White Care Act, Part A)</td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>#14</td>
<td>03/01/16 – 02/28/17</td>
<td>93.914</td>
<td>16GEN0200</td>
<td></td>
<td>$244,325</td>
<td>100,225</td>
<td>85,676</td>
</tr>
<tr>
<td>#15</td>
<td>03/01/17 – 02/28/18</td>
<td>93.914</td>
<td>17GEN0912</td>
<td></td>
<td>$183,240</td>
<td>122,160</td>
<td>107,128</td>
</tr>
<tr>
<td>Passed through City of Houston Bureau of HIV/STD Prevention:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HIV Prevention Activities Health Department Based</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>City – Community PROMISE</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>#18</td>
<td>01/01/16 – 12/31/16</td>
<td>93.940</td>
<td>4600012431</td>
<td></td>
<td>$200,000</td>
<td>62,256</td>
<td>62,256</td>
</tr>
<tr>
<td>#19</td>
<td>01/01/17 – 12/31/17</td>
<td>93.940</td>
<td>4600012431</td>
<td></td>
<td>$200,000</td>
<td>122,806</td>
<td>122,806</td>
</tr>
<tr>
<td>Passed through Texas Department of State Health Services:</td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Block Grants for Prevention and Treatment of Substance Abuse</td>
<td></td>
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<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>HIV Early Intervention</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>#20</td>
<td>09/01/16 – 08/31/17</td>
<td>93.959</td>
<td>2016-048268-002</td>
<td></td>
<td>$409,800</td>
<td>318,303</td>
<td>318,303</td>
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<tr>
<td>#21</td>
<td>09/01/16 – 08/31/17</td>
<td>93.959</td>
<td>2016-048183-002</td>
<td></td>
<td>$785,204</td>
<td>766,881</td>
<td>766,881</td>
</tr>
<tr>
<td>Recovery Support Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>#22</td>
<td>09/01/16 – 08/31/17</td>
<td>93.959</td>
<td>2016-048373-002</td>
<td></td>
<td>$250,883</td>
<td>195,394</td>
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<tr>
<td>Substance Abuse Treatment</td>
<td></td>
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</tr>
<tr>
<td>#23</td>
<td>09/01/16 – 08/31/17</td>
<td>93.959</td>
<td>2016-048471-002</td>
<td></td>
<td>$32,972</td>
<td>18,387</td>
<td>43,691</td>
</tr>
<tr>
<td></td>
<td></td>
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</tr>
<tr>
<td>Total U. S. Department of Health and Human Services</td>
<td></td>
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</tr>
</tbody>
</table>

(continued)
the Montrose Center

Schedule of Expenditures of Federal Awards for the year ended August 31, 2017  (continued)

<table>
<thead>
<tr>
<th>GRANTOR</th>
<th>CFDA Grantor</th>
<th>CFDA Grant Number</th>
<th>Grant Program Title &amp; Period</th>
<th>Allowable Program Title &amp; Period</th>
<th>Allowable Number</th>
<th>Allowable Amount</th>
<th>Allowable Revenue</th>
<th>Allowable Expenses</th>
</tr>
</thead>
<tbody>
<tr>
<td>U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT</td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Passed through City of Houston Housing and Community Development Department: Housing Opportunities for Persons with AIDS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>#24  05/01/16 – 04/30/18</td>
<td>14.241</td>
<td>4600013822</td>
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<td>$1,000,920</td>
<td>$1,000,920</td>
</tr>
<tr>
<td>Passed through The Resource Group:</td>
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<td></td>
<td></td>
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<td></td>
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</tr>
<tr>
<td>AIDS Housing Opportunities Act, Housing Opportunities for Persons with AIDS</td>
<td></td>
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<tr>
<td>#25  02/01/16 – 01/31/17</td>
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<td></td>
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<td>#26  02/01/17 – 01/31/18</td>
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<td>1,014,249</td>
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<tr>
<td>Passed through Houston Housing Authority:</td>
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<td></td>
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</tr>
<tr>
<td>Continuum of Care Program</td>
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<td>16-31-A</td>
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<td>15,887</td>
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<td>Direct Federal Funding:</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Continuum of Care Program</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
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<tr>
<td>Supportive Housing Program</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>#28  10/01/15 – 09/30/16</td>
<td>14.267</td>
<td>TX0171L6E001407</td>
<td>$110,838</td>
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<td></td>
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<td>#29  10/01/16 – 09/30/17</td>
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<td>TX0171L6E001508</td>
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<td>85,642</td>
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<td>Total U. S. Department of Housing and Urban Development</td>
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<td></td>
<td></td>
<td>1,115,778</td>
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<td>U. S. DEPARTMENT OF JUSTICE</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Passed through Texas Office of the Governor, Criminal Justice Division:</td>
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<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Violence Against Women Formula Grants</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>#30  10/01/16 – 03/31/18</td>
<td>16.588</td>
<td>16934-13</td>
<td>$478,922</td>
<td></td>
<td></td>
<td></td>
<td>218,746</td>
<td>218,746</td>
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<tr>
<td>Total U. S. Department of Justice</td>
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<td></td>
<td></td>
<td></td>
<td>218,746</td>
<td>218,746</td>
</tr>
<tr>
<td>TOTAL FEDERAL AWARDS</td>
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<td></td>
<td></td>
<td></td>
<td>$ 3,759,847</td>
<td>$ 3,799,244</td>
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</tbody>
</table>

See accompanying note to schedules of expenditures of federal and state awards.
the Montrose Center

Schedule of Expenditures of State Awards for the year ended August 31, 2017

<table>
<thead>
<tr>
<th>GRANTOR</th>
<th>Contract Number</th>
<th>Award Amount</th>
<th>Revenue</th>
<th>Allowable Expenses</th>
</tr>
</thead>
<tbody>
<tr>
<td>TEXAS DEPARTMENT OF STATE HEALTH SERVICES</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Direct Funding:</td>
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<td></td>
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<tr>
<td>HIV Early Intervention</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>#1 09/01/16 – 08/31/17</td>
<td>2016-048268-002</td>
<td>$30,445</td>
<td>$30,445</td>
<td>$30,445</td>
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<tr>
<td>HIV Outreach</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>#2 09/01/16 – 08/31/17</td>
<td>2016-048183-002</td>
<td>$70,125</td>
<td>70,125</td>
<td>70,125</td>
</tr>
<tr>
<td>Substance Abuse Treatment</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>#3 09/01/16 – 08/31/17</td>
<td>2016-048471-002</td>
<td>$5,533</td>
<td>5,533</td>
<td>5,533</td>
</tr>
<tr>
<td>Passed through Houston Regional HIV/AIDS Resource Group, Inc.:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Counseling</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>#4 09/01/16 – 08/31/17</td>
<td>17MCC00SS</td>
<td>$300,000</td>
<td>222,165</td>
<td>240,011</td>
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<tr>
<td>Linguistics</td>
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<tr>
<td>#5 09/01/16 – 08/31/17</td>
<td>17MCC00SS</td>
<td>$56,175</td>
<td>56,175</td>
<td>56,175</td>
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<td>Total Texas Department of State Health Services</td>
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<td>384,443</td>
<td>402,289</td>
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<tr>
<td>TEXAS OFFICE OF THE ATTORNEY GENERAL</td>
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<td></td>
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</tr>
<tr>
<td>Direct Funding:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sexual Assault Prevention and Crisis Services – Crisis Intervention</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>#6 09/01/16 – 08/31/17</td>
<td>1772847</td>
<td>$90,000</td>
<td>47,604</td>
<td>47,604</td>
</tr>
<tr>
<td>Total Texas Office of the Attorney General</td>
<td></td>
<td></td>
<td>47,604</td>
<td>47,604</td>
</tr>
<tr>
<td>TEXAS HEALTH AND HUMAN SERVICES COMMISSION</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Direct Funding:</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Family Violence Prevention and Services Act</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>#7 09/01/16 – 08/31/17</td>
<td>529-15-0031-00005C</td>
<td>$38,036</td>
<td>38,036</td>
<td>38,036</td>
</tr>
<tr>
<td>Total Texas Health and Human Services Commission</td>
<td></td>
<td></td>
<td>38,036</td>
<td>38,036</td>
</tr>
<tr>
<td>TOTAL STATE AWARDS</td>
<td></td>
<td></td>
<td>$470,083</td>
<td>$487,929</td>
</tr>
</tbody>
</table>

See accompanying note to schedules of expenditures of federal and state awards.
NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES

Basis of presentation – The schedules of expenditures of federal and state awards are prepared on the accrual basis of accounting. The information in these schedules is presented in accordance with the requirements of Title 2 U. S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) and State of Texas Single Audit Circular. Federal and state expenses include allowable expenses funded by federal and state grants. Non-federal or non-state expenditures include allowable expenses funded by other sources of revenue. Allowable costs are subject to the cost principles of the Uniform Guidance and the State of Texas Uniform Grant Management Standards, and include both costs that are capitalized and costs that are recognized as expenses in the Center’s financial statements in conformity with generally accepted accounting principles. The Center utilizes the de minimus 10% cost rate for indirect costs or rates as stated by contract.

Because the schedules present only a selected portion of the operations of the Center, they are not intended to and do not present the financial position, changes in net assets, or cash flows of the Center.
Independent Auditors’ Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards

To the Board of Directors of
the Montrose Center:

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States, the financial statements of the Montrose Center (the Center), which comprise the statement of financial position as of August 31, 2017 and the related statements of activities, of functional expenses, and of cash flows for the year then ended, and the related notes to the financial statements and have issued our report thereon dated January 18, 2018.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Center’s internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Center’s internal control. Accordingly, we do not express an opinion on the effectiveness of the Center’s internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity’s financial statements will not be prevented, or detected and corrected, on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Center’s financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under Government Auditing Standards.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity’s internal control or on compliance. This report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the entity’s internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Blazek & Vetterling

January 18, 2018
Independent Auditors’ Report on Compliance for Each Major Federal Program and Report on Internal Control Over Compliance Required by the Uniform Guidance

To the Board of Directors of the Montrose Center:

Report on Compliance for Each Major Federal Program

We have audited the Montrose Center’s (the Center) compliance with the types of compliance requirements described in the OMB Compliance Supplement that could have a direct and material effect on each of the Center’s major federal programs for the year ended August 31, 2017. The Center’s major federal programs are identified in the summary of auditors’ results section of the accompanying schedule of findings and questioned costs.

Management’s Responsibility

Management is responsible for compliance with the requirements of federal statutes, regulations, and the terms and conditions of its federal programs.

Auditors’ Responsibility

Our responsibility is to express an opinion on compliance for each of the Center’s major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U. S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the Center’s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the Center’s compliance.

Opinion on Each Major Federal Program

In our opinion, the Center complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended August 31, 2017.

Report on Internal Control Over Compliance

Management of the Center is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the Center’s internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of
expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the Center’s internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A material weakness in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Blazek & Vetterling

January 18, 2018
the Montrose Center

Schedule of Findings and Questioned Costs for the year ended August 31, 2017

Section I – Summary of Auditors’ Results

Financial Statements

Type of auditors’ report issued: □ unmodified □ qualified □ adverse □ disclaimer

Internal control over financial reporting:
• Material weakness(es) identified? □ yes □ no
• Significant deficiency(ies) identified that are not considered to be material weakness(es)? □ yes □ none reported

Noncompliance material to the financial statements noted? □ yes □ no

Federal Awards

Internal control over major programs:
• Material weakness(es) identified? □ yes □ no
• Significant deficiency(ies) identified that are not considered to be material weakness(es)? □ yes □ none reported

Type of auditors’ report issued on compliance for major programs: □ unmodified □ qualified □ adverse □ disclaimer

Any audit findings disclosed that are required to be reported in accordance with 2 CFR §200.516(a)? □ yes □ no

Identification of major programs:

<table>
<thead>
<tr>
<th>CFDA Number(s)</th>
<th>Name of Federal Program or Cluster</th>
</tr>
</thead>
<tbody>
<tr>
<td>93.092</td>
<td>Affordable Care Act (ACA) Personal Responsibility Education Program</td>
</tr>
<tr>
<td>14.241</td>
<td>Housing Opportunities for Persons with AIDS</td>
</tr>
</tbody>
</table>

Dollar threshold used to distinguish between Type A and Type B programs: $750,000

Auditee qualified as a low-risk auditee? □ yes □ no

Section II – Financial Statement Findings

There were no findings related to the financial statements which are required to be reported in accordance with Government Auditing Standards.

Section III – Federal Award Findings and Questioned Costs

There were no findings for federal awards required to be reported in accordance with 2 CFR §200.516(a).
Summary Schedule of Prior Audit Findings

The following audit finding for the year ended August 31, 2016, is required to be reported in accordance with 2 CFR §200.511.

Section III – Federal Award Findings and Questioned Costs

Finding # 2016-001

Applicable federal program: HIV Early Intervention, CFDA #93.959

Criteria: The contract with Texas Department of State Health Services requires that a service plan be completed within two weeks of a client beginning service.

Condition and context: Out of 20 clients tested, 3 did not have a completed service plan within two weeks of beginning service.

Questioned costs: None

Recommendation: Re-emphasize procedures to ensure that a service plan is completed for every client within two weeks of beginning service.

Management’s response and corrective action plan: Management concurs with this recommendation. Management was aware of the deficiencies and implemented retraining of staff and increased monitoring.

Responsible officer: Gary Powers, Finance Director

Estimated completion date: August 31, 2017

Management’s 2017 follow-up response: The responsible employees have been retrained. Additionally, all employees are being closely monitored.
The undersigned certifies all members of its Board of Directors principally reside in the City of Houston, Texas at residence addresses shown below, and The Montrose Center meets the requirement that a majority of the members of its Board of Directors principally reside not more than 90 miles from the Development known as 2222 Cleburne which is located in Houston, Texas and has an address of 2222 Cleburne St., Houston, TX 77004. Residence addresses of Board Members are as follows:

<table>
<thead>
<tr>
<th>Board Member Name</th>
<th>Board Member Position</th>
<th>Residence Address</th>
</tr>
</thead>
</table>
| Gretchen Myers         | President             | 721 Redan Street
                          |                        | Houston, Texas 77009                  |
| Michael Kauth, PhD     | Vice-President        | 1647 Bonnie Brae
                          |                        | Houston, Texas 77006                  |
| Tara Kelly             | Treasurer             | 902 W. 23rd St., Unit 1
                          |                        | Houston, Texas 77009                  |
| Daryl Sinkule, JD      |                       | 902 Cottage St.
                          |                        | Houston, Texas 77009                  |
| Bob Glazier, PhD       | Secretary             | 1413 Monarch Oaks St.
                          |                        | Houston, Texas 77055                  |
| Aaron Masterson, MBA   |                       | 903 Harold St.
                          |                        | Houston, Texas 77006                  |
| Daryl Shorter, MD      |                       | 3728 Griggs Rd.
                          |                        | Houston, Texas 77021                  |
| Nancy Sims, MLA        |                       | 1815 Widdicom Court
                          |                        | Houston, Texas 77008                  |
| Kim Watson, MS         |                       | 2727 Revere St., Apt. 4055
                          |                        | Houston, Texas 77098                  |
| Gary Wood, CPC, CTS    |                       | 614 E. 10½ Street
                          |                        | Houston, Texas 77008                  |

This certification is made on February 22, 2018, with the understanding that it may be relied upon by the Texas Department of Housing and Community Affairs.

THE MONTROSE CENTER,
a Texas non-profit corporation

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

[Signature]
## 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>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Covenant Neighborhoods, Inc.</td>
<td>Stephan Fairfield</td>
<td>(832) 879-2204</td>
<td>95% of Fee</td>
</tr>
<tr>
<td><a href="mailto:sfairfield@covenantneighborhoods.org">sfairfield@covenantneighborhoods.org</a></td>
<td>Email</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Certified Texas HUB?</td>
<td>Yes</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

This is a direct or indirect, financial, or other interest with Applicant or other team members*

### Housing General Contractor:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
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</thead>
<tbody>
<tr>
<td>TBD</td>
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</table>

This is a direct or indirect, financial, or other interest with Applicant or other team members*

### Infrastructure General Contractor:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
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</thead>
<tbody>
<tr>
<td>N/A</td>
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<td></td>
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</tr>
</tbody>
</table>

This is a direct or indirect, financial, or other interest with Applicant or other team members*

### Cost Estimator:

<table>
<thead>
<tr>
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<th>Phone</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
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</thead>
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<tr>
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</tbody>
</table>

This is a direct or indirect, financial, or other interest with Applicant or other team members*

### Architect:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Smith &amp; Company</td>
<td>Terry Smith</td>
<td>(713) 524-4202</td>
<td>TBD</td>
</tr>
<tr>
<td><a href="mailto:tsmith@sc-arch.com">tsmith@sc-arch.com</a></td>
<td>Email</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Certified Texas HUB?</td>
<td>No</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

This is a direct or indirect, financial, or other interest with Applicant or other team members*
### Contact Information

<table>
<thead>
<tr>
<th>Role</th>
<th>Name</th>
<th>Phone</th>
<th>Email</th>
<th>Fee</th>
<th>SSN</th>
<th>Hub?</th>
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<tr>
<td>Engineer:</td>
<td>George Littlejohn</td>
<td></td>
<td>george.littlejohn.com</td>
<td></td>
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<tr>
<td>Civil Engineer:</td>
<td>Ronnie D. Harris</td>
<td>(281) 558-8700</td>
<td><a href="mailto:rharris@browngay.com">rharris@browngay.com</a></td>
<td>TBD</td>
<td>74-1817951</td>
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<tr>
<td>Market Analyst:</td>
<td>Bob Coe</td>
<td>(281) 387-7552</td>
<td><a href="mailto:robertocoe2@gmail.com">robertocoe2@gmail.com</a></td>
<td>TBD</td>
<td>SSN-Private</td>
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<td></td>
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<tr>
<td>Attorney:</td>
<td>Wilson Cribbs + Goren</td>
<td>(713) 222-9000</td>
<td><a href="mailto:colsen@wcglaw.com">colsen@wcglaw.com</a></td>
<td>TBD</td>
<td>72-1036599</td>
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<tr>
<td>Accountant:</td>
<td>George Littlejohn</td>
<td>(512) 340-0420</td>
<td>george.littlejohn.com</td>
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### Originator of Underwriter:

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<tr>
<th>Capital One</th>
<th>John Yochum</th>
<th>(713) 435-5324</th>
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<tr>
<td></td>
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<td></td>
</tr>
<tr>
<td><a href="mailto:john.yochum@capitalonebank.com">john.yochum@capitalonebank.com</a></td>
<td>N/A</td>
<td>72-0210640</td>
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### Syndicator:

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<thead>
<tr>
<th>Hudson Housing</th>
<th>Sam Ganeshan</th>
<th>(212) 218-4469</th>
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<tr>
<td></td>
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<tr>
<td><a href="mailto:sam.ganeshan@hudsonhousing.com">sam.ganeshan@hudsonhousing.com</a></td>
<td>N/A</td>
<td>54-1884498</td>
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<tr>
<td>Title Company</td>
<td>Contact Name</td>
<td>Phone</td>
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<tr>
<td>---------------</td>
<td>--------------</td>
<td>-------</td>
</tr>
<tr>
<td>Stewart Title</td>
<td>Carol Wright</td>
<td>(713) 625-8554</td>
</tr>
<tr>
<td>Marque Real Estate Consultants</td>
<td>Donna Rickenbacker</td>
<td>(713) 560-0068</td>
</tr>
<tr>
<td>SKA Consulting LP</td>
<td>Darrell R. Maudlin</td>
<td>(713) 266-6056</td>
</tr>
<tr>
<td>The Montrose Center-Co-Developer</td>
<td>Ann Robison</td>
<td>(713) 529-0037</td>
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<tr>
<td><a href="mailto:carwrigh@stewart.com">carwrigh@stewart.com</a></td>
<td>TBD 74-0924290</td>
</tr>
<tr>
<td><a href="mailto:donna@marqueconsultants.com">donna@marqueconsultants.com</a></td>
<td>TBD 26-2988047</td>
</tr>
<tr>
<td><a href="mailto:darrell.maudlin@skacomm.com">darrell.maudlin@skacomm.com</a></td>
<td>TBD 76-0685960</td>
</tr>
<tr>
<td><a href="mailto:arobison@montrosecenter.org">arobison@montrosecenter.org</a></td>
<td>TBD 74-2050245</td>
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</table>
The Architect Certification is included behind this tab.

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

NOTE: The certification requires a separate statement be submitted that describes how the accessibility requirements for the physically accessible/hearing and visual impaired Units will be met, along with related parking requirements. Be sure this statement is attached to this certification.
Architect Certification

I (We) certify that the Development will be designed and built to meet the accessibility requirements of the Federal Fair Housing Act as implemented by HUD at 24 C.F.R. Part 100 and the Fair Housing Act Design Manual, Titles II and III of the Americans with Disabilities Act (42 U.S.C. Sections 12131-12189) as implemented by the Department of Justice regulations at 28 C.F.R. Parts 35 and 36, and the Department’s Accessibility rules in 10 TAC Chapter 1, Subchapter B, in effect at the time of certification.

I (we) certify that all materials submitted to the Department by the Architect or Applicant constitute records of the Department subject to Chapter 552, Tex. Gov’t Code, and the Texas Public Information Act.

I (We) certify that in accordance with Section 504 of the Rehabilitation Act of 1973 and implemented at 24 C.F.R. Part 8, if the Development includes the New Construction or substantial rehabilitation of multifamily units (4 or more units per building), at least five percent (5%) of all dwelling units will be designed and built to be accessible for persons with mobility impairments. A unit that is on an accessible route and is adaptable and otherwise compliant with the 2010 ADA Standards with the exceptions listed in “Nondiscrimination on the Basis of Disability in Federally Assisted Programs and Activities” (Federal Register 79 FR 29671) meets this requirement. In addition, at least two percent (2%) of all dwelling units will be designed and built to be accessible for persons with hearing or vision impairments.

I (We) have attached a statement describing how the requirements Section 504 of the Rehabilitation Act of 1973 and implemented at 24 C.F.R. Part 8 will be met as described in 10 TAC Chapter 1, Subchapter B. At a minimum, the statement will include (1) The total number of Units (2) Number and description of Unit types, the number of Units of each Type, (3) Number of Units of each Type that will meet the accessibility requirements, and (4) a description of how the accessibility requirements relating to Unit distribution will be met.

I (We) certify that if the Development includes the New Construction or Rehabilitation of single family units (1 to 3 units per building), every unit will be designed and built to meet the accessibility requirements of Tex. Gov’t Code §2306.514, as it may be amended from time to time.

I (We) have attached a statement describing how, regardless of building type, all Units accessed by the ground floor or by elevator (“affected units“) meet the requirements at 10 TAC §10.101(b)(8)(B).

I(We) certify that all accessible Units under 10 TAC Chapter 1, Subchapter B, and all affected Units meeting the requirements under 10 TAC 10.101(b)(8)(B) will be dispersed throughout the Development.
If the Applicant is applying for HOME funds and the Development consists of New Construction, I (We) further certify that the Development meets the Construction Site Standards in 24 C.F.R §983.57(e)(1).

This certification meets the requirement that the Applicant provide a certification from the Development engineer or an accredited architect. A similar certification will also be required after the Development is completed from an inspector, architect, or accessibility specialist.

By: ____________________________
Signature

01-22-18
Date

Terry Smith
Printed Name

16436 Texas
License Number and State

Smith & Company 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. Stephan Fairfield
3300 Lyons Avenue, Suite 203
Houston, Texas 77020

RE: REQUEST FOR EXPERIENCE CERTIFICATE UNDER 2014 UNIFORM MULTIFAMILY RULES

Dear Mr. Fairfield:

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 F. Dorsey
Director of Multifamily Finance
Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of Competitive Housing Tax Credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor (unless the Guarantor is also the General Contractor, and is not a Principal of the Applicant, Developer, or Affiliate of the Development Owner). All Applications must be identified herein to ensure that the Department is advised of all Applications, Applicants, Affiliates, Developers, General Partners or Guarantors involved to avoid any statutory violation of Texas Government Code, §2306.6711(b).

Instructions:
Complete Part I of this form. For each person or entity in Part I that answers "Yes" to Part I b., a Part II form must be submitted (i.e. if 4 persons/entities answer "Yes" to Part I b., then 4 separate Part II forms must be provided).

<table>
<thead>
<tr>
<th>Part I. Applicant Credit Limit Documentation</th>
<th>Part II. Person/entity has at least one other application in the current Application Round</th>
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<tbody>
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<tr>
<td>2. 2222 Cleburne I GP, LLC (ttf)</td>
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<tr>
<td>3. The Montrose Center</td>
<td>No</td>
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<td>4. Gretchen Myers</td>
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</tr>
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<td>5. Michael Kauth</td>
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</tr>
<tr>
<td>6. Tara Kelly</td>
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</tr>
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<td>7. Daryl Sinkule</td>
<td>No</td>
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<tr>
<td>8. Ann J. Robison</td>
<td>No</td>
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<td>9. Marlon Mitchell</td>
<td>No</td>
</tr>
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<td>10. Bob Glazier</td>
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<td>11. Aaron Masterson</td>
<td>No</td>
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<tr>
<td>12. Daryl Shorter</td>
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<td>13. Nancy Sims</td>
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<tr>
<td>14. Kim Watson</td>
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<tr>
<td>15. Gary Woods</td>
<td>No</td>
</tr>
<tr>
<td>16. Covenant Neighborhoods, Inc.</td>
<td>No</td>
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<tr>
<td>17. Stephan Fairfield</td>
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<td>18. Gerald McIntosh</td>
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<td>19.</td>
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<td>30.</td>
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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 22, 2018  Its: Authorized Representative
Via Serv-U Portal

April 13, 2018

Shannon Roth
Multifamily Finance Housing Specialist
Texas Department of Housing and Community Affairs
221 E. 11th Street
Austin, Texas 78701

Re: TDHCA No. 18243 - 2222 Cleburne

Dear Shannon

The following is in response to your Administrative Deficiency Notice dated 04/12/18 for information in connection with your Eligibility/Selection/Threshold review of the above-described application.

1. **Applicant Credit Limit Documentation and Certification:** Please confirm that Gary Woods is the same person as Gary Wood. Revise this page if applicable

   **Response:** Gary Woods is the same person as Gary Wood. Please see attached revised Tab 45 – Credit Limit Documentation and Certification.

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: Ann Robison (Via Email)
    Stephan Fairfield (Via Email)
Applicant Credit Limit Documentation and Certification (Competitive HTC Only)

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of Competitive Housing Tax Credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor (unless the Guarantor is also the General Contractor, and is not a Principal of the Applicant, Developer, or Affiliate of the Development Owner). All Applications must be identified herein to ensure that the Department is advised of all Applications, Applicants, Affiliates, Developers, General Partners or Guarantors involved to avoid any statutory violation of Texas Government Code, §2306.6711(b).

Instructions:
Complete Part I of this form. For each person or entity in Part I that answers "Yes" to Part I b., a Part II form must be submitted (i.e. If 4 persons/entities answer "Yes" to Part I b., then 4 separate Part II forms must be provided).

Part I. Applicant Credit Limit Documentation

<table>
<thead>
<tr>
<th></th>
<th>Applicant, Developers, Affiliates, and Guarantors - List below all entities or Persons meeting the definition of Applicant, Affiliate, Developer or Guarantor.</th>
<th></th>
<th></th>
<th></th>
<th>b. Person/entity has at least one other application in the current Application Round.</th>
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<td>14.</td>
<td>Kim Watson</td>
<td>No</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>15.</td>
<td>Gary Wood</td>
<td>No</td>
<td></td>
<td></td>
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<tr>
<td>16.</td>
<td>Covenant Neighborhoods, Inc.</td>
<td>No</td>
<td></td>
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<tr>
<td>17.</td>
<td>Stephan Fairfield</td>
<td>No</td>
<td></td>
<td></td>
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<td>18.</td>
<td>Gerald McIntosh</td>
<td>No</td>
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<td>30.</td>
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</tbody>
</table>

Individually, or as the General Partner(s) or 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 22, 2018 Date   Its: Authorized Representative
Gary Wood is the correct spelling and he is the same person as any references to Gary Woods. He is a board member of the Center.

Please note that the email used for me was incorrect. There is no n in the middle of my last name. The correct email is arobison@montrosecenter.org

On 4/12/2018 2:40 PM, Shannon Roth wrote:

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. Applicant Credit Limit Documentation and Certification: Please confirm that Gary Woods is the same person as Gary Wood. Revise this page if applicable.

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 5 pm 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 5 pm 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 April 19th, 2018. Please respond to this email as confirmation of receipt.**

**All deficiencies must be corrected or clarified by 5 pm Austin local time on April 19th, 2018.**
**Please respond to this email as confirmation of receipt.**

Shannon Roth
Multifamily Housing Specialist
Texas Department of Housing and Community Affairs
221 E. 11th Street | Austin, TX 78701
Office: 512.475.3929
Fax: 512.475.1895

About TDHCA
The Texas Department of Housing and Community Affairs is committed to expanding fair housing choice and opportunities for Texans through the administration and funding of affordable housing and homeownership opportunities, weatherization, and community-based services with the help of for-profits, nonprofits, and local governments. For more information about fair housing, funding opportunities, or services in your area, please visit www.tdhca.state.tx.us or the Learn about Fair Housing in Texas page.

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)).

--

Ann J. Robison, PhD
Executive Director
713-800-0900 Direct

The Montrose Center
401 Branard Street, 2nd Floor | Houston, TX 77006-5015
713.529.0037 | Fax 713.529.0498
www.montrosecenter.org

Empowering LGBT Houston

CONFIDENTIALITY NOTICE TO RECIPIENT: This email contains confidential information belonging to the sender that is legally privileged and proprietary and may be subject to protection under the law, including the Confidentiality of Alcohol and Drug Patient Records, §42 CFR, Part 2; HIPAA Privacy Act §45 CFR 160-164, §33 of Public Law 91-616 as amended by Public Law 93-282; Texas Health and Safety Code §81.103 HIV records and Chapter 611 mental health records, and Texas Administrative Code §379.2011 family violence records. If you are not the intended recipient of this e-mail, you are prohibited from sharing, copying, or otherwise using or disclosing its contents. If you have received this e-mail in error, please notify the sender immediately by reply e-mail and permanently delete this e-mail and any attachments without reading, forwarding or saving them. Thank you.
## Community Input Scoring Items

<table>
<thead>
<tr>
<th>TDHCA#</th>
<th>18243</th>
</tr>
</thead>
</table>

### 1. Local Government Support - §11.9(d)(1)
- X Resolution(s) of either “no objection” or “support” is included behind this tab.**
  - ** Note that resolutions are due March 1, 2018

### 2. Community Support from State Representative - §11.9(d)(5)
- X Letter of either “support” or “opposition” is included behind this tab.**
  - ** Note that letters are due March 1, 2018

### 3. Input from Community Organizations - §11.9(d)(6)
- X Applicant has included one or more letters of support or opposition behind this tab.

List information for each of the letters below:

<table>
<thead>
<tr>
<th>Name of Community Organization</th>
<th>Support</th>
<th>Opposition</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>AARP</strong>&lt;br&gt;Shondra E. Wygal, Associate State Director</td>
<td>X Support</td>
<td></td>
</tr>
<tr>
<td>Contact Name</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>BakerRipley</strong>&lt;br&gt;Jane Bavineau</td>
<td>X Support</td>
<td></td>
</tr>
<tr>
<td>Contact Name</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Healthcare for the Homeless</strong>&lt;br&gt;Frances Isbell, CEO</td>
<td>X Support</td>
<td></td>
</tr>
<tr>
<td>Contact Name</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>InterFaith Ministries for Greater Houston</strong>&lt;br&gt;Martin B. Cominsky</td>
<td>X Support</td>
<td></td>
</tr>
<tr>
<td>Contact Name</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Legacy Community Health Services, Inc.</strong>&lt;br&gt;Katy Caldwell, Executive Director</td>
<td>X Support</td>
<td></td>
</tr>
<tr>
<td>Contact Name</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Avenue 360-Houston Area Community Services, Inc.</strong>&lt;br&gt;Joe C. Fuentes, Jr.</td>
<td>X Support</td>
<td></td>
</tr>
<tr>
<td>Contact Name</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
A RESOLUTION CONFIRMING SUPPORT FOR THE PROPOSED DEVELOPMENT AS AFFORDABLE RENTAL HOUSING OF CERTAIN PROPERTIES, EACH LOCATED IN THE CITY OF HOUSTON, TEXAS, AND THE SUBMITTAL OF APPLICATIONS FOR HOUSING TAX CREDITS FOR SUCH DEVELOPMENTS; MAKING VARIOUS FINDINGS AND PROVISIONS RELATING TO THE SUBJECT.

WHEREAS, the City Council (the “City Council”) of the City of Houston (the “City”) finds that each of the entities whose name is listed in the column on Schedule I captioned “Applicant Name” (individually referred to as “Applicant”) has proposed a development for affordable rental housing whose name and location are set forth beside the name of such Applicant in the columns on Schedule I captioned “Project Name” and “Project Address” (individually referred to as “Applicant’s Project” with respect to the Applicant whose name is listed beside such information), each located in the City of Houston, Texas; and

WHEREAS, the City Council finds that each Applicant has advised that it has submitted or intends to submit an application, bearing the number set forth beside the name of such Applicant in the column on Schedule I captioned “TDHCA Number” (individually referred to as “Applicant’s Application” with respect to the Applicant whose name is listed beside such TDHCA Number), to the Texas Department of Housing and Community Affairs for 2018 Competitive 9% Housing Tax Credits for the Development; and

WHEREAS, the City Council, as the governing body of the City, supports each Applicant’s Project and the submittal of Applicant’s Application related thereto; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HOUSTON:

Section 1. That 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.

Section 2. That the City Council hereby confirms that it supports each Applicant’s Project and the submittal of Applicant’s Application related to such project.

Section 3. That this Resolution shall take effect immediately upon its passage and approval by the Mayor; however, in the event that the Mayor fails to sign this Resolution within five days after its passage and adoption, it shall take effect in accordance with Article VI, Section 6, Houston City Charter.
PASSED AND ADOPTED this 14th day of February, 2018.

Mayor of the City of Houston

Pursuant to Article VI, Section 6, Houston City Charter, the effective date of the foregoing Resolution is 02/20/2018.

City Secretary

(Prepared by Legal Dept.)

Senior Assistant City Attorney

(Requested by Tom McCasland, Director, Housing and Community Development Department)
### Schedule I - Resolutions of Support - City of Houston Projects

<table>
<thead>
<tr>
<th>Applicant Name</th>
<th>Project Name</th>
<th>Project Address</th>
<th>TDHCA Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>NH Flintlock LP</td>
<td>Flintlock Apartments</td>
<td>SEC of West Little York and Flintlock Road</td>
<td>18354</td>
</tr>
<tr>
<td>NH WLY LP</td>
<td>West Little York Apartments</td>
<td>West Little York between Hollister Rd and Guhn Rd</td>
<td>18355</td>
</tr>
<tr>
<td>AMTEX Green Oaks LP</td>
<td>Green Oak Apartments</td>
<td>Greensmark Drive</td>
<td>18093</td>
</tr>
<tr>
<td>Greens at Roanoke LP</td>
<td>Greens at Roanoke</td>
<td>SWC of Jensen Dr and Grayson St</td>
<td>18703</td>
</tr>
<tr>
<td>Parkway Meadows, Ltd.</td>
<td>Parkway Meadows</td>
<td>Gulf Bank and west of West Montgomery</td>
<td>18073</td>
</tr>
<tr>
<td>St. Elizabeth Place, LP</td>
<td>St. Elizabeth Place</td>
<td>4514 Lyons Avenue</td>
<td>18020</td>
</tr>
<tr>
<td>Houston DMA Housing II, LLC</td>
<td>The Greenery</td>
<td>18000 block of Imperial Valley Dr</td>
<td>18338</td>
</tr>
<tr>
<td>DWR Somerset 18 LP</td>
<td>Somerset Lofts</td>
<td>2.63+/- acres at 8506 Hempstead Rd</td>
<td>18254</td>
</tr>
<tr>
<td><strong>2222 Cleburne LP</strong></td>
<td><strong>2222 Cleburne</strong></td>
<td><strong>NW corner of W. Orem Dr. and US HWY 288</strong></td>
<td><strong>18243</strong></td>
</tr>
<tr>
<td>Houston DMA Housing III, LLC</td>
<td>City Park Apartments</td>
<td>NW corner of W. Orem Dr. and US HWY 288</td>
<td>18701</td>
</tr>
<tr>
<td>Monroe Crossing, LP</td>
<td>Monroe Crossing</td>
<td>Approx 8500 Blk of Fuqua (NEC of Fuqua &amp; Monroe)</td>
<td>18161</td>
</tr>
<tr>
<td>Trinity East Ltd.</td>
<td>Trinity East</td>
<td>SW corner of McGowen St. and Live Oak St</td>
<td>18049</td>
</tr>
<tr>
<td>Provision at Synott, LP</td>
<td>Provision at Synott</td>
<td>West Side of Synott Rd, N of W Bellfort Blvd</td>
<td>18382</td>
</tr>
<tr>
<td>Campanile on Commerce LP</td>
<td>Campanile on Commerce</td>
<td>2800 Commerce St</td>
<td>18306</td>
</tr>
<tr>
<td>Fulton Lofts, LP</td>
<td>Fulton Lofts</td>
<td>SW Corner of Fulton St and Robert Lee Rd</td>
<td>18333</td>
</tr>
<tr>
<td>Houston 5009 Fulton, LP</td>
<td>Fulton on the Rail</td>
<td>5009 Fulton St</td>
<td>18337</td>
</tr>
<tr>
<td>McKee City Living LP</td>
<td>McKee City Living</td>
<td>600 blk of McKee Street</td>
<td>18299</td>
</tr>
<tr>
<td>East End Lofts, LP</td>
<td>East End Lofts</td>
<td>NE corner of Harrisburg Blvd and 75th Street</td>
<td>18336</td>
</tr>
<tr>
<td>BAH Lancaster Senior Village, Ltd.</td>
<td>Lancaster Senior Village</td>
<td>Telephone Rd</td>
<td>18138</td>
</tr>
<tr>
<td>Leeland Lofts Ltd.</td>
<td>Leeland Lofts</td>
<td>3131 Gulf Freeway</td>
<td>18046</td>
</tr>
<tr>
<td>Provision at Lake Houston, LP</td>
<td>Provision at Lake Houston</td>
<td>East Side of HWY 90 at S Lake Houston Pkwy</td>
<td>18383</td>
</tr>
<tr>
<td>Scott Street Lofts, LP</td>
<td>Scott Street Lofts</td>
<td>1320 Scott St</td>
<td>18327</td>
</tr>
<tr>
<td>TX Bellfort Apartments, LP</td>
<td>Bellfort Park Apartments</td>
<td>4135 W Bellfort</td>
<td>18229</td>
</tr>
<tr>
<td>DWR Court 18, LP</td>
<td>Court Lofts</td>
<td>SEC of Court Rd. &amp; S. Post Oak Rd</td>
<td>18226</td>
</tr>
<tr>
<td>BAH Rockwell Senior Village, Ltd.</td>
<td>Rockwell Senior Village</td>
<td>SW side of Beltway &amp; between Rockwell Blvd &amp; W Fuqua Dr</td>
<td>18397</td>
</tr>
</tbody>
</table>
January 23, 2018

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

SENT VIA EMAIL: TIM.IRVINE@TDHCA.STATE.TX.US

Re: Support for 2222 Cleburne, TDHCA Application No. 18243

Dear Mr. Irvine,

I am writing to show my support for 2222 Cleburne, a proposed affordable rental housing community for seniors to be located at 2222 Cleburne Street, Houston, Texas 77004 that will be sponsored by 2222 Cleburne 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 2222 Cleburne. I therefore support the development of 2222 Cleburne and TDHCA Application No. 18243.

Very Truly Yours,

Garnet F. Coleman
District 147

cc: Ann J. Robison – Email – arobison@montrosecenter.org
Stephan Fairfield – Email – sfairfield@covenantneighborhoods.org
Texas Department of Housing and Community Affairs  
221 E. 11th Street  
Austin, TX 78701  

Attn: Tim Irvine  
Executive Director  

Re: TDHCA Application No. 18243-2222 Cleburne  

cc: Ann Robison – Arobison@montrosecenter.org  

AARP Texas is pleased to submit this letter of support for the Montrose Center’s “There’s No Place Like Home” affordable senior housing complex and senior center at 2222 Cleburne Street in Houston’s historic Third Ward. It is my understanding that the formal name of the applicant for this assistance is 2222 Cleburne LP. AARP was organized in 1958 and is a 501 (c) (4) not-for-profit community corporation for the purpose of promoting the interests of older persons. The mission of AARP, Inc. is to meet the needs and promote the independence, dignity, and purpose of persons 50 and older.

Affordable housing and access to quality health care are significant challenges facing older adults across the nation. These challenges are especially great in the Third Ward community. The Montrose Center, in collaboration with the City of Houston and the Midtown Redevelopment Authority, has committed to build an affordable housing community and senior center that is responsive to these concerns, while honoring the history and diversity of Houston’s Third Ward.

AARP applauds the Montrose Center’s efforts to undertake this project and hopes you will look favorably upon their application. They have been successful in responding to the social needs of Houston’s underserved since 1978, including a dedicated program for seniors established in 2005. I commend the Montrose Center’s dedication to ensuring access to affordable housing in Houston’s Third Ward.

Sincerely,

Shondra E. Wygal, Associate State Director of Outreach & Advocacy
Discover all the possibilities with AARP in Houston! We’re here to help people age 50 and above share resources, support each other, and help build an even stronger community. From practical resources like job, health, and financial workshops, to fun activities and events, AARP is listening to people 50-plus in Houston and providing opportunities to connect. We hope you’ll join us!
Local AARP Volunteer Programs

AARP Foundation Tax-Aide
Sign up now for the 2018 tax season. You don't need tax experience — only a desire to help. Read More »

AARP Driver Safety
Help others get on the road to safety as an AARP Driver Safety instructor or coordinator. Read More »

See More AARP Volunteer Programs »

The Right Opportunity for You

Local Services

- Doctors
- Attorneys
- Taxis
- Pharmacies
- Rental Cars
- Home Health Care Services
- Free Tax Preparation Services

View Benefits Renew Now Print Card

JOIN FOR JUST $16 A YEAR
- Immediate access to your member benefits
- Discounts on travel and everyday savings
- Subscription to the award-winning AARP The Magazine
- An ally on the issues that matter most to you in Houston
- Free membership for your spouse or partner

JOIN NOW

Local AARP Volunteer Programs

See More Houston Volunteer News »
A conversation with John Lucas

Winning on the court was nothing new to former NBA star and coach, John Lucas. He started his career as the first... Read More »

AARP's Free Screening of BLACK PANTHER - Houston
Monday, Feb 19, 2018 at 6:30pm
AMC Studio 30, Houston, TX

Job Search in the Digital Age - Intermediate Workshop
Wednesday, Feb 21, 2018 at 12:00pm
The Montrose Center, Houston, TX
Sharpen Your Networking & Interview Skills - Intermediate Workshop
Wednesday, Feb 21, 2018 at 2:30pm
The Montrose Center
Houston, TX
Read More »

AARP CAREversations: A Family Caregiving Event
Tuesday, Feb 27, 2018 at 6:00pm
Saint Arnold Brewing Company
Houston, TX
Read More »

AARP TEK: Intro to Android Smartphones, Beginner Workshop
Wednesday, Feb 28, 2018 at 11:00am
Wednesday, Feb 28, 2018 at 3:30pm
Judson Robinson, Jr. Community Center
Houston, TX
Read More »

AARP TEK: Beyond the Basics - Android Smartphones, Intermediate Workshop
Wednesday, Feb 28, 2018 at 1:00pm
Wednesday, Feb 28, 2018 at 5:30pm
Judson Robinson, Jr. Community Center
Houston, TX
Read More »
Local Community AARP Chapters

By Address
2222 Cleburne
Houston
Select State
77004
10 miles

7 Results
1. CH 1374 - BELLAIRE BELLAIRE UNITED METHODIST CHURCH 4447 BELLAIRE BLVD, BELLAIRE, TX 77401-4305
2. CH 1056 - WILLOW MEADOWS WILLOW MEADOWS BAPTIST CHURCH 4300 W BELLFORT ST, HOUSTON,

2222 Cleburne-Site
outings and trips, and for many, community service is a major priority. Find a location near you by searching below.
Volunteering is a way to give back and lift your spirits.
Make a difference in the areas that matter to you!

Houston Volunteer News

High School Senior Helps Older Houstonians Recover from Harvey
AARP founder Ethel Percy Andrus described volunteers as “America in action.” In the aftermath of Hurricane Harvey, the... Read More »

See More Houston Volunteer News »
ABOUT AARP (/ABOUT-AARP/)
Board of Directors

Board of Directors (/about-aarp/board-of-directors/)

· Executive Team (/about-aarp/executive-team/)  · Volunteer (/giving-back/)

· Careers (/about-aarp/careers/)  · Press (/about-aarp/press-center/)

· Policies (/about-aarp/policies/)

Joan R. Ruff
(/about-aarp/board-of-directors/info-2016/joan-r-ruff.html)
Board Chair

Libby Sartain
(/about-aarp/board-of-directors/info-2016/libby-sartain.html)
Board Vice Chair

Jewell D. Hoover
(/about-aarp/board-of-directors/info-2016/jewell-d-hoover.html)
Secretary/Treasurer

Eric J. Schneidewind
(/about-aarp/board-of-directors/info-2016/eric-j-schneidewind.html)
President 2016-2018

Catherine Alicia Georges
(/about-aarp/board-of-directors/info-2016/catherine-alicia-georges.html)
President-elect

Robert Blancato
(/about-aarp/board-of-directors/info-2016/robert-blancato.html)
Member, AARP Board of Directors
Joseph F. Coughlin, PhD

Member, AARP Board of Directors

Gretchen M. Dahlen

Member, AARP Board of Directors

Ronald E. Daly, Sr.

Member, AARP Board of Directors

Beth Ellard

Member, AARP Board of Directors

Annette Franqui

Member, AARP Board of Directors

Martha M. Hayes

Member, AARP Board of Directors
Lloyd Johnson
Member, AARP Board of Directors

Timothy M. Kelly
Member, AARP Board of Directors

Neal Lane
Member, AARP Board of Directors

Janet E. Porter
Member, AARP Board of Directors

Edward A. Watson
Member, AARP Board of Directors

Sitemap (https://www.aarp.org/sitemap/)
RSS (https://www.aarp.org/rss/)
Privacy Policy (https://www.aarp.org/about-aarp/privacy-policy/)
Terms of Service (https://www.aarp.org/about-aarp/terms-of-service/)
Copyright Information (https://www.aarp.org/about-aarp/aarp-website-copyright-information/)
Ad Choices (http://info.evidon.com/pub_info/1194?v=1&nt=1&nw=false)
US Treasury Department

Internal Revenue Service
Washington, D.C. 20224

MAY 9, 1967

American Association of Retired Persons
129 Dupont Circle Building
Washington, D.C. 20036

Gentlemen:

We have considered your request for a group ruling holding you and your subordinate local chapters except from Federal income tax as organizations described in section 501(c)(4) of the Internal Revenue Code of 1954.

Our records disclose that in a ruling addressed to you in your individual capacity on September 21, 1964, it was held that you are except from Federal income tax under section 501(c)(4) of the 1954 Code.

Based upon the information presented, it is held that you and your subordinate local chapters, whose names appear in the list submitted, are except from Federal income tax as organizations described in section 501(c)(4) of the Internal Revenue Code of 1954. Any questions concerning excise, employment or other Federal taxes should be addressed to the District Director concerned.

This ruling supersedes our ruling addressed to you on September 21, 1964.

You and your exempt subordinate local chapters are not required to file Federal income tax returns so long as a tax exempt status is retained. However, you and your exempt subordinate local chapters are required to file annual information returns, on Form 990, with the District Director concerned, on or before the fifteenth day of the fifth month following the close of the annual accounting period unless your exempt subordinate local chapters are included in a group information return filed by you pursuant to existing regulations.
For next year, and for each succeeding year thereafter, please send us the following information not later than forty-five days after the close of your annual accounting period:

1. Lists arranged in alphabetical or numerical order, showing the names and mailing addresses of (a) your new subordinate local chapters and (b) those which have ceased to exist or have changed their names or mailing addresses. One copy of the list should be furnished for the use of this office and one additional copy for each District Director in whose district one or more of your exempt subordinate local chapters are located. Directories may be furnished in lieu of the lists referred to above if a directory is published.

2. A statement, signed by one of your principal officers, stating whether the information upon which your original group ruling is based is applicable in all respects to your new subordinate local chapters.

3. A statement, if at the close of the year, there were no changes in your roster.

4. A statement of any changes in the character, purposes or method of operation of your organization or those of any of your exempt subordinate local chapters.

5. Duplicate copies of any amendments to the charters or bylaws of your organization or those of any of your exempt subordinate local chapters.

This ruling is not applicable to any of your subordinate local chapters which have received prior adverse rulings or which have been held exempt under section 501(c) of the Code other than subsection 501(c)(4).
You should advise each of your exempt subordinate local chapters of the pertinent provisions of this ruling including the liability for filing information or other returns.

Every exempt organization is required to have an Employer Identification Number, regardless of whether it has any employees. If an organization does not have such a number its District Director will take steps to see that one is issued to it at an early date.

This ruling is not applicable to any of your subordinate local chapters organized and operated in a foreign country.

The District Directors concerned are being advised of this action.

Very truly yours,

[Signature]

Chief, Rulings Section
Exempt Organizations Branch
# 501C3 Status VS 501C4

From: Karen Barr  
Office of General Counsel

<table>
<thead>
<tr>
<th>501C3</th>
<th>501C4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exempt From Federal Income Tax</td>
<td>Exempt From Federal Income Tax</td>
</tr>
<tr>
<td>Contributions - Tax Deductible</td>
<td>Contributions - NOT Tax Deductible</td>
</tr>
<tr>
<td>Can do limited lobbying</td>
<td>Can do unlimited lobbying</td>
</tr>
<tr>
<td>May not pay state sales tax</td>
<td>Does pay state sales tax</td>
</tr>
</tbody>
</table>

In 1964, AARP received a determination letter from the Internal Revenue Service concluding that AARP was organized and operated exclusively for the promotion of social welfare, pursuant to 501(c)4 of the Internal Revenue Code, and accordingly, was exempt from income tax.

However, unlike 501(c)3 organizations, which are charitable in nature, contributions to 501(c)4 organizations, whether financial or in the form of equipment or other goods, are NOT tax deductible to the donor, for federal income tax purposes.

The difference between a 501(c)3 and 501(c)4 is that a (c)3 organization can receive contributions and the donor may take a deduction on his or her income taxes whereas a (c)4 can get contributions but the donor can not write them off on his or her taxes. A c(4) organization can do unlimited lobbying whereas a (c)3 can do only limited lobbying.

I hope this is helpful. If you have any more questions, don’t hesitate to contact me at 202-434-2331.
According to the records of the Comptroller of Public Accounts, the following exemption(s) from Texas taxes apply to the above organization(s):

Franchise tax, as of 11-09-1973
Sales and use tax, as of 06-17-1981
   (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: 30002020177

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.
Filing Number: 3510507
Original Date of Filing: November 9, 1973
Tax ID: 30002020177
Name: AARP
Address: 601 E St NW
          Washington, DC 20049 USA
Jurisdiction: DC, USA

Filing History:

<table>
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<tr>
<th>Name</th>
<th>Filing History</th>
<th>Inactive Date</th>
</tr>
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<tbody>
<tr>
<td>CT CORP SYSTEM</td>
<td>1999 Bryan St., Ste. 900</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Dallas, TX 75201-3136 USA</td>
<td></td>
</tr>
</tbody>
</table>

Instructions:

To place an order for additional information about a filing press the 'Order' button.
## Franchise Tax Account Status

As of: 02/18/2018 14:05:35

This Page is Not Sufficient for Filings with the Secretary of State

<table>
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<th>Value</th>
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<tbody>
<tr>
<td>Texas Taxpayer Number</td>
<td>30002020177</td>
</tr>
<tr>
<td>Mailing Address</td>
<td>1999 BRYAN ST STE 900 DALLAS, TX 75201-3140</td>
</tr>
<tr>
<td>Right to Transact Business in Texas</td>
<td>ACTIVE</td>
</tr>
<tr>
<td>State of Formation</td>
<td>DC</td>
</tr>
<tr>
<td>Effective SOS Registration Date</td>
<td>11/09/1973</td>
</tr>
<tr>
<td>Texas SOS File Number</td>
<td>0003510507</td>
</tr>
<tr>
<td>Registered Agent Name</td>
<td>CT CORP SYSTEM</td>
</tr>
<tr>
<td>Registered Office Street Address</td>
<td>1999 BRYAN ST., STE. 900 DALLAS, TX 75201</td>
</tr>
</tbody>
</table>
To Whom It May Concern,

BakerRipley is pleased to submit this letter of support for the Montrose Center’s “There’s No Place Like Home” affordable senior rental housing complex and senior center to be located at 2222 Cleburne (Houston, Harris County Texas 77004) in Houston’s historic Third Ward. It is my understanding that the formal name of the applicant for this assistance is 2222 Cleburne LP.

BakerRipley is a 501 (c) 3 non-profit community development organization that was founded in Houston in 1907. Our purpose is to keep this region a place of opportunity for all and we do that by providing services across the lifespan. We operate Early Head Start/Head Start programs, six community centers, a Charter School district and 11 workforce development offices. We also have a long history of serving older adults through our Sheltering Arms Senior Services division and provide case management, caregiver support, dementia care, home care and several health promotion programs to seniors throughout the community. In addition, we operate 11 senior centers and contract with six other non-profits to support their congregate meal programs, including the current Montrose Center’s senior center.

Affordable housing and access to quality health care are significant challenges that impact older adults and their ability to age in place. These challenges are especially great in Houston’s Third Ward community. The Montrose Center, in collaboration with the City of Houston and the Midtown Redevelopment Authority, has committed to building an affordable housing community and senior center that is responsive to these concerns, while honoring the history and diversity of Houston’s Third Ward.

BakerRipley applauds the Montrose Center’s efforts to undertake this project and hopes you will look favorably upon their application. They have been successful in responding to the social needs of Houston’s underserved since 1978, including a dedicated program for seniors established in 2005. I commend the Montrose Center’s dedication to ensuring access to affordable housing in Houston’s Third Ward.

Sincerely,

Jane Babineau
Vice President, Sheltering Arms Senior Services
BakerRipley
Dear Taxpayer:

This is in response to your request dated Feb. 24, 2017, regarding your tax-exempt status.

We issued you a determination letter in April 1970, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

Our records also indicate you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(vi).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If a return is required, you must file Form 990, 990-EZ, 990-N, or 990-PF by the 15th day of the fifth month after the end of your annual accounting period. IRC Section 6033(j) provides that, if you don't file a required annual information return or notice for three consecutive years, your exempt status will be automatically revoked on the filing due date of the third required return or notice.

For tax forms, instructions, and publications, visit www.irs.gov or call 1-800-TAX-FORM (1-800-829-3676).

If you have questions, call 1-877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific Time).
BAKERRIPLEY
% KRISTI ROBERTS
4500 BISSONNET ST STE 200
BELLAIRE TX 77401-3113

Sincerely yours,

Jeffrey I. Cooper
Director, EO Rulings & Agreement
BakerRipley, Formerly Neighborhood Centers

WE EXIST TO KEEP OUR REGION A PLACE OF OPPORTUNITY FOR EVERYONE

OUR STORY
OUR STORY

CHANGE BEGINS WITH THE FIRST NEW QUESTION
Think of your family. Your neighbors. Your community. The people and places in your life that have impacted you, connected you and helped you succeed. At BakerRipley, we connect low-income families and individuals to opportunity so they can achieve the life they’ve imagined. It’s the reason why we exist and it’s something that hasn’t changed since 1907. See it for yourself. We believe that our neighborhoods are bridges to opportunity, that people can transform communities and that everyone everywhere has something to contribute. For Good.

OUTCOMES
IGNITE
A MOVEMENT

Where Are You Going?

Baker Ripley goes where we are invited to go and we do what we are asked to do. No matter where we live, we all want the same things for our families. We want financial stability, we want to learn and we want to belong. Our Impact is therefore targeted towards strengthening community engagement, improving financial well-being and increasing educational attainment in every community we serve. Working side-by-side with community leaders and residents, we discover their strengths, craft a collective vision and design a plan to make their aspirations a reality. Simply put, we build upon what works.
Why?

What makes our region dynamic and vibrant are our neighborhoods and, most importantly, the people in them. We invest in community—in more than half a million people who want nothing more than a better life. When we do this, our entire region becomes stronger. Like you, we do it all for our neighbors, our families, our friends, our loved ones. Because they’re worth it.
### Community centers throughout Houston

<table>
<thead>
<tr>
<th>MAIN OFFICES</th>
<th>COMMUNITY CENTERS</th>
<th>SCHOOL SITES</th>
<th>SENIOR SERVICES</th>
<th>TAX CENTERS &amp; FINANCIAL SERVICES</th>
<th>JOB CONNECTIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Baker-Ripley Neighborhood Center</strong>&lt;br&gt;6500 Rookin&lt;br&gt;Houston, TX 77074&lt;br&gt;(713) 273-3701</td>
<td><strong>Cleveland-Ripley Neighborhood Center</strong>&lt;br&gt;720 Fairmont Pkwy&lt;br&gt;Pasadena, TX 77504&lt;br&gt;(713) 944-9186</td>
<td><strong>Harbach-Ripley Neighborhood Center</strong>&lt;br&gt;6225 Northdale St.&lt;br&gt;Houston, TX 77087&lt;br&gt;(713) 640-7100</td>
<td><strong>Leonel Castillo Community Center</strong>&lt;br&gt;2101 South St&lt;br&gt;Houston, TX 77009&lt;br&gt;(713) 380-2260</td>
<td><strong>Ripley House Neighborhood Center</strong>&lt;br&gt;4410 Navigation&lt;br&gt;Houston, TX 77011&lt;br&gt;(713) 315-6400</td>
<td><strong>BakerRipley East Aldine Center</strong>&lt;br&gt;3308 Aldine Mail Rd.&lt;br&gt;Suite C&lt;br&gt;Houston, TX 77039&lt;br&gt;(346) 267-0497</td>
</tr>
</tbody>
</table>

**REQUEST A TOUR**
Our Locations

Somerset Lofts-Site
Look for us at the corner of aspiration and opportunity.

We're fast and flexible—ready to go where we're needed and able to do what needs to be done. Our mobile community center, Good To Go, takes us beyond the walls of our community centers and right to where our neighbors need us the most.
WE ARE A COMMUNITY CONNECTED BY PURPOSE
Come together

See how our work—and your participation—can make a lasting change in Houston. We can’t wait to meet you.

VISIT US  COMMUNITY CELEBRATIONS
TURKEY TROT  HEART OF GOLD
FEB 14, 2018

2018 HEART OF GOLD CELEBRATION
1600 Lamar St, Houston,
77010
11:00am - 1:30pm
Community Celebrations

There’s always something to celebrate in the neighborhood. No invitation needed because you’re always welcomed.

**FEB 14, 2018**
**2018 HEART OF GOLD CELEBRATION**
📍 1600 Lamar St, Houston, 77010
⏰ 11:00am - 1:30pm

**MAR 05, 2018**
**FDC INSTRUCTOR & PORTFOLIO ADVISOR TRAINING**
📍 2712 Southwest Freeway, Houston, 77098
⏰ 9:00am - 5:00pm
When you Trot, you support the community. You have the power to affect real change – for half a MILLION people in the Houston area.

The BakerRipley Turkey Trot benefits BakerRipley, formerly Neighborhood Centers, a community development organization that has served this region for 110 years.
HEART OF GOLD
EMBRACE HUMANITY
FEB 14  12:00PM
VIP RECEPTION, 11:00AM
HILTON AMERICAS HOTEL
Honoring Angela Blanchard with the Alice Graham Baker Award for her lifetime of service to our community.

I am a sponsor and would like to add my guest names
I'm not able to attend, but would like to make a donation.

PURCHASE A TICKET OR TABLE
EMBRACE HUMANITY

Houston is the most diverse city in America. We’re home to people from every walk of life. We speak different languages. We chase different dreams. In celebrating what makes each of us unique, we also highlight what each of us has in common:

WE SPEAK. WE DREAM. WE ARE MORE ALIKE THAN WE ARE DIFFERENT. BakerRipley knows that the good things we do for one another, we can ultimately do for the world. We’ve embodied this principle every single day for the last 110 years. We’re giving it the only label we believe in: HUMAN.

Embracing Humanity is an opportunity to connect and provide a space for meaningful connections that build bridges-from one HUMAN to another.
There is a place for you

We create opportunities for people to come together, for neighbors to connect, for individuals to make a difference—for everyone to work together to make an impact on our region.

SIGN UP NOW
Chevron’s annual Khakis and Collars program provides a new school uniform to nearly 1,500 BakerRipley community center members and Charter School students every year. Chevron not only donates the uniforms for this event, but also provides hundreds of volunteers throughout the year to assist in various efforts across Houston. Since 1999, Chevron has contributed more than $1.3 million to support community transformation in our neighborhoods.

**Chevron**

Chevron Corporate Sponsor and Community Partner
Meet your neighbors and be part of their lives

Share your time, talents, creativity and resources to help make our communities stronger and build a brighter future for us all.
BakerRipley is a nationally recognized community development organization that has transformed neighborhoods across Houston for more than 110 years. We’re among the top one percent of nonprofits nationwide and have 60+ locations in the area.

We serve more than half-a-million people each year delivering innovative solutions that keep our region a place of opportunity for everyone.
BakerRipley has been successful in attracting and leveraging private dollars to augment 35 public funding streams. In 2004, the agency held $38,569,140 in total assets. In 2016, our assets grew to $93,931,359. Since 2009, private philanthropic investment has grown 45 percent and we intend to build on these investments in the coming years.

The agency recently undertook a $50 million capital campaign, the largest in our history, to build a new community center in East Aldine, serve more people in the southeast region, support our efforts at Gulfton and fund our endowment.
In 2018, BakerRipley will move its headquarters to a new office in the East End of Downtown Houston where our first community center, Ripley House, was established.

In the future, our leadership team will continue to guide the organization and build upon our financial strength by working with donors, businesses and government agencies to secure resources that will allow us to create and deliver flexible programs that meet the evolving aspirations of the people we serve.
Executive Leadership Team

- Angela Blanchard, President and CEO
- Claudia Aguirre-Vasquez, Senior Vice President, Chief Program Officer
- Jane Bavineau, Vice President of Senior Services
- Kate Birenbaum, Vice President of Governance
- Ann Hilbig, Senior Vice President of Program Planning and Evaluation
- Jeff Kramer, Vice President of Fund Development
- Melissa Noriega, Vice President for Policy and Partnerships
Executive Team
Gwen Emmett
Vice Chair of the Board
Community Leader

I am involved with BakerRipley because I want to make all neighborhoods in Harris County better. BakerRipley works hard and effectively for the good of our communities. I hope that by supporting BakerRipley, our communities and our residents’ lives change for good…

Tommy Inglesby
Vice Chair of the Board
Halliburton

I serve BakerRipley because of its mission to transform entire communities and its respect for the institutions and people it works with. And its people – Angela, Claudia, Ray, Pat (especially Pat) and the list goes on for hours…

Margaret Kripke, Ph.D.
Vice Chair of the Board
Cancer Prevention and Research Institute of Texas

I became involved with BakerRipley because of their mission to transform neighborhoods and improve the lives of people in Houston. This is the most comprehensive, integrated, and effective approach to neighborhood redevelopment I have seen, and it is making a difference in the lives of people every day.

Eric Marin
Finance and Administration Chair
Tatum

I got involved with BakerRipley because it allowed me to be part of an organization that has done such life changing work for communities. My introduction was a visit to Baker-Ripley. That visit provided first-hand insights on how they positively touch lives. Whether through education, taxes, or entrepreneurial services, they turned a community around in a profound and meaningful way.

Mike Ballases
Chair of the Board
Accord Business Funding

I got involved because of their strong stance on immigration. The road to citizenship for immigrants is the only sensible approach and, in fact, is supported by the majority of Americans. I believe that the vast majority of immigrants are motivated to be hard working, contributing members of our society. BakerRipley is dedicated to letting the American dream become a full reality for over 10mm people.

Heather C. Simpson
Secretary of the Board
Debbie Adams
Board Member
Phillips 66

Olakitan Akinbamiro

Caroline Baker

Matthew Barnes
Board Member
Barnes Strategies

Mitzi Bartlett
Board Member
SEARCH Homeless Services

Deborah Byers
Board Member
EY

Alberto P. Cardenas, Jr.
Board Member
Vinson & Elkins

I became involved with BakerRipley because our organization looks out for everyone, especially our new Americans. We work together to find opportunity for all and understand that our shared strength in Houston is best measured by how we include others.

D. Mark DeWalch
Board Member
DeWalch Technologies, Inc.

I am a strong supporter of BakerRipley both financially and with my time because BakerRipley is dedicated to helping people help themselves. Everything that they do is focused on enabling those that we touch to move down the road to improving themselves and their lives so that they can become self-sufficient and give back to those that follow them in their journey.

Danny David
Board Member
Baker Botts LLP
Clyde Fitzgerald
Board Member
International Longshoremen's Association

Hank Holmes
Board Member
Cadence Bank

Ayse McCracken
Board Member
VillageMD

Charlie Prioleau
Board Member
Community Leader
I got involved because of Family - the focus on families that are served by BakerRipley, the family at BakerRipley that loves what they do, and the members of my family that have volunteered at BakerRipley and/or Ripley House in past years!

Risher Randall, Jr.
Board Member
Morgan Stanley

Barrett Reasoner

Carleton Riser
Board Member
Transwestern Development Company
I got involved with BakerRipley because I was impressed with the organization’s goal of providing assistance that empowers people to improve their lives for the long term. It’s a “hand up” that can change lives permanently rather than a “hand out” that changes it temporarily.

Suzan Samuels

Mary Eliza Shaper
Board Member
Community Leader

Myrna Vital
Board Member
Community Leader
Frazier Wilson, Ed.D.

Board Member
Shell Oil Company

Jonathan Day

Life Member of the Board
Andrews Kurth LLP

I got involved as a Board member of BakerRipley because it provides the assistance that Houston families need in order to become self-sufficient and engaged members of our community. No other organization in Houston has the scale and breadth to play this critical role.

Tom Sanders

Life Member of the Board
Sanders Enterprises

Claudia Aguirre

President and CEO
@claudia_speaks

Claudia Aguirre is President and CEO of BakerRipley, leading the agency to respond and evolve to the emerging communities we serve. Aguirre has been with the agency since 2010, where she led efforts for program development and developed innovative solutions for Houston communities. Read more about Claudia’s work with BakerRipley.

@CajunAngela

Through her more than thirty years of experience, thought leader Angela Blanchard has reached an epiphany: A community should be defined by its strengths, resources, achievements and hopes – not its degree of “brokenness.” Read more about Angela’s work with BakerRipley.
Ann Hilbig
Senior Vice President of Program Planning & Evaluation
@AnnHilbig

With the understanding that the most important asset in any community is its people, Ann has worked to ensure that BakerRipley's asset-based approach to community development is incorporated into all of its programs. Read more about Ann's work at BakerRipley.
Rene Solis

Senior Vice President of Public Sector Solutions Division

Rene Solis was named Vice President of Emerging Public Initiatives for BakerRipley in 2016. In that role, he leads the operation of the Workforce Solutions Career Offices, Utility Assistance & Weatherization programs, Child Care subsidy programs, Veterans Services, and the Stay Connected Disaster Recovery initiatives. Read more about Rene’s work with BakerRipley.
A social worker by trade and with nearly 30 years of experience in the field of gerontology, Bavineau has been recognized for her commitment to improving the lives of older adults. Read more about Jane’s work with BakerRipley.
Vice President of Fund Development

Jeff Kramer joined BakerRipley in 2016 as Vice President of Fund Development. With 32 years of nonprofit experience, he’s held senior level positions with international, national and state faith-based nonprofits. Read more about Jeff’s work with BakerRipley.
Ms. Noriega has been honored by her opportunity to be of service to the Houston community, and grateful for the support of her family, friends and community as she has pursued her career in public service. Read more about Melissa’s work with BakerRipley.
Vice President and Chief Financial Officer
@kirkrummel

Kirk Rummel came to BakerRipley in 2013 as Vice President and Chief Financial Officer. He is responsible for all Accounting, Reporting, Treasury, Budgeting and Financial Analysis for the agency. Read more about Kirk’s work with BakerRipley.
Stephenie Schillaci Olguin

Vice President of Marketing & Communications

A brand is only as good as its story. And during Stephenie’s tenure at BakerRipley, formerly BakerRipley, her efforts have been based on this very belief. Read more about Stephenie’s work with BakerRipley.

Secretary James A. Baker III

61st U.S. Secretary of State

Susan G. Baker

Founding Member, National Alliance to End Homelessness

Nancy Andrews

President and CEO, Low Income Investment Fund

Mike Ballases
Chairman, BakerRipley Board of Directors

**Richard Baron**
Co-Founder and CEO, McCormack Baron Salazar

**J. Murry Bowden**
Chairman and CEO, The Hanover Company

**Henry Cisneros**
Chairman, CityView

**Jonathan Day**
Of Counsel, Andrews Kurth LLP

**Ira Goldstein, Ph.D.**
President, The Reinvestment Fund

**John Hofmeister**
CEO, Citizens for Affordable Energy Former President, Shell Oil Company

**Dr. Karen Otazo Hofmeister**
President, Global Leadership Network Inc.

**Bruce Katz**
Vice President and Founding Director, Brookings Institution, Metropolitan Policy Program

**Marc Shapiro**
Chairman, Chase Bank of Texas

**Margery Austin Turner**
Senior Vice President for Program Planning and Management, Urban Institute

**Marc Shapiro**
Campaign Co-Chair
Chase Bank of Texas

**J. Murry Bowden**
Secretary James A. Baker III & Susan G. Baker

Honorary Co-Chairs

R. Edwin Allday

Campaign Member
Independent Nonprofit Counsel

Mike Ballases

Campaign Member
BakerRipley

William E. Chiles

Campaign Member
Bristow Group Inc.

Jonathan Day

Campaign Member
Andrews Kurth LLP

James W. Crownover

Campaign Member
McKinsey & Company

John Hofmeister

Campaign Member
Citizens for Affordable Energy

Dr. Karen Otazo Hofmeister

Campaign Member
Global Leadership Network Inc.

Hank Holmes

Campaign Member
Cadence Bank

Wilhelmina E. “Beth” Robertson
Heather C. Simpson

Campaign Member
Community Leader

BakerRipley  P.O. Box 271389 Houston, TX 77277 713.667.9400
According to the records of the Comptroller of Public Accounts, the following exemption(s) from Texas taxes apply to the above organization(s):

- Franchise tax, as of 05-13-1969
- 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: 12370629763

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For information concerning sales taxpayer permit status, please use the vendor search we provide online.

Corporations that are registered in Texas with the Secretary of State must maintain a current registered agent and registered office address. Information is available from Business and Nonprofit Forms page of the Secretary of State's Website. Additionally, out-of-state corporations, limited liability companies, or limited partnerships transacting business in Texas may need to file a Certificate of Authority or Registration with the Texas Secretary of State. More information is available from the Foreign or Out-of-State Entities page on the Secretary of State's Website.

Our publications and other helpful information are available on our website. If you need more information, write to us at exempt.orgs@cpa.texas.gov, or call us at (800) 252-5555.
Texas Secretary of State
Rolando B. Pablos

UCC | Business Organizations | Trademarks | Notary | Account | Help/Fees | Briefcase | Logout

BUSINESS ORGANIZATIONS INQUIRY - VIEW ENTITY

Filing Number: 26071801
Original Date of Filing: May 13, 1969
Formation Date: N/A
Tax ID: 12370629763
Duration: Perpetual
Name: BakerRipley
Address: 4500 BELLAIRE, SUITE 200
Bellaire, TX 77401-3113 USA

Entity Type: Domestic Nonprofit Corporation
Entity Status: In existence
Non-Profit: N/A
Type: N/A
FEIN:

Name | Address | Inactive Date
--- | --- | ---
Kate Birenbaum | 4500 Bissonnet, Suite 200 Bellaire, TX 77401-3120 USA | 

Instructions:

To place an order for additional information about a filing press the 'Order' button.
### Taxable Entity Search Results

1 match found for the search string: BakerRipley

If you have questions about the search results, send an email to tax.help@cpa.texas.gov or call 1-800-252-1386.

<p>| | |</p>
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### Franchise Tax Account Status

As of: 02/11/2018 11:17:42

This Page is Not Sufficient for Filings with the Secretary of State

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<td>4500 BISSONNET, SUITE 200 BELLAIRE, TX 77401</td>
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</table>
February 21, 2018

Texas Department of Housing and Community Affairs
221 E. 11th Street
Austin, TX 78701
Attn: Tim Irvine, Executive Director

Re: TDHCA Application No. 18243-2222 Cleburne

Healthcare for the Homeless – Houston (HHH) is pleased to submit this letter of support for the Montrose Center’s “There’s No Place Like Home” affordable senior rental housing complex and senior center to be located at 2222 Cleburne (Houston, Harris County Texas 77004) in Houston’s historic Third Ward. It is my understanding that the formal name of the applicant for this assistance is 2222 Cleburne LP.

HHH is a 501 (c) 3 non-profit community development organization that was founded in Houston in 2000. HHH is a Federally Qualified Health Center providing integrated primary and behavioral care, oral healthcare and medical case management.

Affordable housing and access to quality health care are significant challenges that impact older adults and their ability to age in place. These challenges are especially great in Houston’s Third Ward community. The Montrose Center, in collaboration with the City of Houston and the Midtown Redevelopment Authority, has committed to building an affordable housing community and senior center that is responsive to these concerns, while honoring the history and diversity of Houston’s Third Ward. HHH applauds the Montrose Center’s efforts to undertake this project and hopes you will look favorably upon their application. They have been successful in responding to the social needs of Houston’s underserved since 1978, including a dedicated program for seniors established in 2005. I commend the Montrose Center’s dedication to ensuring access to affordable housing in Houston’s Third Ward.

Sincerely,

Frances Isbell, CEO
The mission of Healthcare for the Homeless - Houston is to promote health, hope and dignity for Houston’s homeless through accessible and comprehensive care.


5th Annual HeART & Harmony
An evening of art and music
Providing care for homeless Houstonians
History & Background

HHH was founded in 1999, incorporated in 2000 and became Houston’s third Federally Qualified Health Center (FQHC) in 2001. To this day, we remain the only private FQHC that exclusively provides care for those who are homeless. To that end, our services are unduplicated and fill an essential gap in our community's safety net system.

HHH began as a small two-exam room clinic with an adjacent dental chair tucked into the corner of a crowded day shelter. The old, donated dental equipment was so loud that medical and dental patients could not be seen at the same time. Our crowning achievement, by far, is emerging from these humble beginnings to become the community’s leading provider of homeless health services. We now operate three clinics throughout downtown and central Houston, a full-service dental clinic, medical outreach and off-site programming, jail inreach, exploitation/prostitution recovery programming and several student-teaching initiatives.

We work closely with various organizations also serving those who are homeless and with most of the local public health providers, including formal collaborations with the city and county health department, Harris County Jail, Harris Health System and The Harris Center for Mental Health and IDD. Not only do we provide direct patient care, it is our underlying mission to promote systemic changes that improve our healthcare system and increase access to care for those who are among our most vulnerable and marginalized.

HHH is a 501(c)3 non-profit organization.
Board of Directors 2017

Kevin Whelton, Chair – The Talence Group, LP
Steve Hartranft, Vice Chair – Memorial Hermann Health System
Barrett Sides, Secretary – Retired Portfolio Manager
Bradley A. Roe, Treasurer – Grant Thornton, LLP

John Allcorn - Retired Energy Executive
Jeff Allen – Community Health Choice
Sarah Aramburo – Dolce Vita Day Spa
Natalie Aloia, MD – Hanissian Pediatrics
William “Bill” Boyce – 14th Court of Appeals
Cynthia Calder, MD - Texas Orthopedic Hospital
Ralph Crabtree – Baker Hughes
Scott K. Davidson, Chair Emeritas – Friedkin Companies, Inc.
John Dickerson, CPA
Debra Katz, MD – Optum Behavioral Health Solutions
Christine Keating - Texas Children's Hospital
Paul Kummer – Morganti Group - Texas
Alice Liang – Schlumberger
Claudia Meadows – Community Health Choice
Tom Mitchell – U.S. Vets
Kendall Montgomery – Hagans, Burdine, Montgomery & Rustay, PC
Maureen O'Connell, OP – Angela House
Hector Pineda – Shell Oil Company, Legal Services
Alma Thompson - Consumer Representative (CHANGE Committee)
Donique Williams - UT MD Anderson Cancer Center
Associate Board
Ann Al-Bahish, Chair Emeritus – Jackson, Gilmore and Dobbs, PC
Kay Carr, Chair Emerita – Consultant
David Cordua – Cordua Restaurants
David Finn – Symantec Corporation
Anthony Greisinger, Chair Emeritus
David Kaplan – Houston Chronicle
Marc Levinson – Neighborhood Centers
Donald McCullough – Community Representative
Paul Sarahan – Fullbright & Jaworski (Austin, Texas)
Dana Sellers, Chair Emerita – Encore
Talia Washington – Greater Houston Partnership

Advisory Board
Lary Barton – CompuCom Systems
James Calaway – Calaway Interests, LLC
Jack Dulworth – Dulworth & Company, Inc.
George Sayre, DDS – Retired Dentist
HeART & Harmony
An evening of art and music
Providing care for homeless Houstonians

Thursday, March 1st, 6-9 PM
2005 Commerce St. (The Space HTX)
Complimentary valet parking

Silent Art Auction, DJ Danny B, Raffle for a John Ross Palmer In-studio Painting Party, Live Painting by Tony Paraná, Food Truck Eats by Kinnon, Open Bar, Yeti Sunshine Adult-Beverage Snow Cones

Tickets $125  www.homeless-healthcare.org/heart-harmony-2018
Locations & Schedules

Caroline Street Clinic
(Healthcare for the Homeless-Houston Main Office)
1934 Caroline
713-286-6000

Primary Care Medical
Mon-Thr 8 AM - 5 PM
Fri 8 AM - noon

Case Management
Mon-Thr 8 AM - 5 PM
Fri 8 AM - noon

Counseling
Mon 1 PM - 5 PM
Tue 9 AM - noon
Wed 1:30 PM - 4:30 PM
Thr 9 AM - 5 PM
Fri 8 AM - 2 PM

Dental
Mon-Thr 8 AM - 5 PM
Fri 8 AM - noon

Psychiatry
Tue 8 AM - noon
Cathedral Clinic
(in collaboration with The Beacon)
1212 Prairie
713-220-9730

Primary Care Medical
Mon-Thr 8 AM - 5 PM
Fri-Sat 8 AM - noon

Case Management
Mon-Thr 8 AM - 5 PM
Fri 8 AM - noon

Counseling
Tue 9 AM - 5 PM

Podiatry
Sat 9 AM - 11 AM

Psychiatry
Thr 1 PM - 5 PM

HOMES Student Managed
Primary Care Clinic
Sun 9 AM - 1 PM
Star of Hope Men's Development Center
1811 Ruiz
713-226-5426

Primary Medical Care
Wed 8AM - 4:30PM
Project Access is Houston's only, regularly scheduled, no charge transportation service for homeless individuals. It's designed to help homeless Houstonians travel to and from organizations that provide essential services such as health care, meals, shelter, and social services.

A 40 passenger bus travels the 21 agency route Monday through Friday, 52 weeks a year.

If you need a printed version of the complete schedule and time table, please go to one of the following links:
Quick facts & ticket distribution sites
Bus Schedule - updated 8-7-2017
Medical Clinics

For thousands of Houston's homeless men, women and children we provide a community-oriented, primary care setting where a wide variety of medical needs can be addressed. We are the city's largest private healthcare provider of services exclusively designed for those who are homeless.

Our services include:

- Primary care
- Psychiatry
- Mental health and substance abuse counseling
- TB and STD testing
- Well Woman's Care
- Vision assistance
- Health education
- Case management
- Pharmacy
- Information and referrals
Dental Clinic

For people who live on the streets or have marginal housing, minimal income, and no health insurance, dental care often becomes a low priority. The result is poor oral hygiene, dental disease, and often, tooth decay and loss.

The “Smile Book” above shows the transformation that occurs when some of these homeless patients seek help at our clinic. In effect, the patients “get their smile back”. In addition, they gain the confidence needed to apply for social services, interview for jobs, and start to rebuild their lives.
Healthy & Whole

Healthy & Whole is an extension of HHH’s award winning Jail Inreach Project which seeks to provide trauma-informed, wellness-centered programming aimed at allowing homeless women with a history of sexual exploitation to regain health, hope and independent living.

The program was established as a pilot in 2013 and is a collaboration between Healthcare for the Homeless Houston (HHH) and Angela House, a residential treatment program for women exiting the criminal justice system. Healthy & Whole brings the medical and behavioral health expertise of HHH to Angela House so that programming specific to the health and psychosocial needs of women recovering from all forms of sexual exploitation can be offered. Through the provision of wellness-centered programming, and primary medical and trauma-informed care, the program aims to address the unique needs of those it serves. It is the first program in the nation to combine the expertise of a medical school-affiliated homeless service organization (HHH) and a residential treatment facility. There are six areas of programming: wellness, health education, trauma-specific care, healing through the arts, peer support and employment counseling.

Wellness

Integrated medical care provided in HHH clinics. Women are scheduled for medical appointments within 1-2 days of arrival so that medical needs are addressed immediately upon arrival. General medical, psychiatric, well woman and dental services are provided to the women free of charge from HHH.

Weekly wellness classes that focus on nutrition, smoking cessation and self-care taught by HHH staff

Weekly cooking classes taught by a volunteer professional chef focusing on preparing healthy meals on a budget

At the end of 2012, a Community Building grant from the United Way helped establish a fully-equipped exercise room with weights, an elliptical machine and recumbent bicycle
Health Education
Under supervision of HHH staff, medical students from Baylor College of Medicine and University of Texas School of Medicine team-teach "Healthy Women: Informed and Empowered" with modules on mental health and women's health with the aim of educating women about critical health issues while decreasing apprehension about seeing a healthcare provider.

Pharmacy students from the University of Houston teach a student-created series of classes on medication management.

Trauma-Specific Care
A licensed clinical counselor teaches "Seeking Safety," an evidence-based, psycho-educational program that integrates treatment for trauma/PTSD and addiction. The program focuses on cognitive, behavioral and interpersonal skills to enhance long-term feelings of safety.

Healing through the Arts
HHH collaborates with Houston FotoFest to provide the award-winning "Literacy through Photography" program, which focuses expression through photography using themes of "self, dreams and community." This culminates with a gallery exhibition of the women's work every spring.

Peer Support
Community building activities, such as the 5K races, communal herb garden and group classes.

Quarterly "Lunch with a Graduate" invites a graduate from the program to return to Angela House and speak to the current program participants about her experiences.

Employment Counseling
One day per week an employment counselor from Goodwill assists women with job readiness, life skills and employment searches.

Financial literacy programming
HHH has partnerships with multiple area-agencies, which offer low-cost or free job training and education programming.
Street Outreach & Offsite Services

HHH was proud to be selected by the City of Houston as the lead agency for the "Integrated Care for the Chronically Homeless Initiative." This project is part of a larger plan for reducing homelessness. This endeavor employs "Permanent Supportive Housing (PSH)" as part of the "housing first" and "integrated behavioral healthcare" models. Because HHH has worked, and continues to work, diligently to be at the forefront of coordinated service delivery and integrated behavioral healthcare, we were a clear choice to serve as the lead agency for the provision of supportive services for the City's new PSH initiative. The care that HHH provides as the lead agency is essential in helping individuals stabilize and increase their chances of remaining off of the streets. This initiative will reduce the number of chronically homeless individuals and decrease costs associated with homelessness, such as preventable ER visits and incarcerations.

Texas Senate Bill 1185: Jail Diversion Mental Health Pilot Program

It is reported that 20 - 25% of the jail population in Harris County is prescribed psychotropic medication while incarcerated, making it the Harris County Jail the largest provider of mental health services in the State of Texas. Texas Senate Bill 1185 addresses the need for a comprehensive state plan for mental health/criminal justice collaboration and established the "Mental Health Pilot Program" aimed at reducing recidivism rates. This initiative uses our nationally-acclaimed Jail Inreach Project as a model program and our jail-based services. HHH partners with Harris County Jail Diversion Program to carry out this program.
HOMES Clinic
Clinic Sundays 10AM-2PM

Contact Information:
HOMES Clinic
1212 Prairie St
Houston, TX 77002
713-220-9730

Executive Director
Camille Keenan
HOMES.Director@gmail.com

H.O.M.E.S. stands for Houston Outreach Medicine, Education, and Social Services. It’s a multi-institutional, multi-disciplinary, student-run, free clinic for the homeless people of Houston.

Working together to staff the clinic are students from the following area institutions

Baylor College of Medicine
University of Texas – Houston Health Science Center
University of Texas – Houston School of Public Health
University of Houston College of Pharmacy

The HOMES Clinic began in 1999 when a group of medical students from Baylor College of Medicine and from the University of Texas at Houston got together with Dr. David Buck, from BCM, who would become President of Healthcare for the Homeless – Houston. They recognized an urgent need for the service and agreed to maintain clinic hours on Sundays because studies showed that medical care was non-existent for the homeless on that day, except at area emergency rooms.
Achievements & Outcomes

Thanks to our donors, volunteers, and hardworking staff, we've seen tremendous growth in the number of people we've been able to serve and the number of patient visits we provide.

2016 Services Snapshot

UNDuplicated CLIENTS = 7,215
TOTAL PATIENT VISITS = 44,504
You are part of the cure.

Healthcare for the Homeless - Houston 'HHH'
@HealthcarefortheHomelessHouston

Home | About | Email Signup | Reviews | Photos | Events | Videos | Posts | Community | Fundraisers

About HHH
HHH exclusively provides care for individuals who are homeless. Because we only serve patients who a...

See More
Our mission is to promote health, hope and dignity for Houston's homeless through accessible and comprehensive care.

Our purpose is to be a primary care "health home" for those experiencing homelessness. We aim to im...
# Healthcare for the Homeless - Houston 'HHH'

@HealthcarefortheHomelessHouston

### Upcoming Events

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<tr>
<td>MAR 1</td>
<td>HeART &amp; Harmony</td>
<td>Thu 6:00 PM CST</td>
<td>956 guests</td>
<td>The Space HTX, Houston, TX</td>
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### Past Events

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<td>FEB 16</td>
<td>HeART &amp; Harmony</td>
<td>Thu 6:00 PM CST</td>
<td>728 guests</td>
<td>Ecclesia Houston, Houston, TX</td>
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<td>MAY 14</td>
<td>FotoFinish: The Annual FotoFest Exhibition</td>
<td>Sat 2:00 PM CDT</td>
<td>384 guests</td>
<td>Silver Street Studios, Houston, TX</td>
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<td>FEB 26</td>
<td>HeART &amp; Harmony 2016</td>
<td>Fri 4:00 PM</td>
<td>1,527 guests</td>
<td>Ecclesia Church, 1100 Elder, Houston, TX</td>
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<td>FEB 26</td>
<td>HeART &amp; Harmony</td>
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<td>83 guests</td>
<td>Nouveau Antique Art Bar, Houston, TX</td>
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<td>MAY 19</td>
<td>2nd Annual Jon Wolfe's Honky Tonkin' for HHH</td>
<td>Sun 2:00 PM CDT</td>
<td>13 guests</td>
<td>Firehouse Saloon, Houston, TX</td>
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<td>APR 29</td>
<td>Jon Wolfe Concert benefitting HHH</td>
<td>Sun 3:00 PM PDT</td>
<td>7 guests</td>
<td>Firehouse Saloon, Houston, TX</td>
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<td>MAR 9</td>
<td>Music Doing Good Cafe presents - The Art...</td>
<td>Fri 7:00 PM PST</td>
<td>3,698 guests</td>
<td>The Ensemble Theatre, Houston, TX</td>
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Healthcare for the Homeless - Houston 'HHH'

@HealthcarefortheHomelessHouston

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Community
Fundraisers

Fundraisers

D'Anne's Birthday Fundraiser
Fundraiser for Healthcare for the Homeless - Houston 'HHH' by D'Anne Marshall Stanton
$150 / $200 - 1 week left.

Nathalie's Birthday Fundraiser
Fundraiser for Healthcare for the Homeless - Houston 'HHH' by Nathalie Folch
$110 / $200 - 2 weeks left.

Bradley's fundraiser for Healthcare for the Homeless - Houston 'HHH'
Fundraiser for Healthcare for the Homeless - Houston 'HHH' by Bradley Roe
$20 / $1,000 - Ended December 12, 2017

Christina's fundraiser for Healthcare for the Homeless - Houston 'HHH'
Fundraiser for Healthcare for the Homeless - Houston 'HHH' by Christina Hansen
$100 / $200 - Ended December 27, 2017.

Ian's Birthday Fundraiser
Fundraiser for Healthcare for the Homeless - Houston 'HHH' by Ian Beverly
Texas that are providing health services to survivors of Hurricane Harvey.

With the support of Americares, HHH is able to help those who remain homeless and in temporary housing post-Harvey.

We were honored to host Michael J. Nyenhuis, Annie Peterson (Senior Vice President of Programs) and members of the recovery team last week.

Thank you, Americares, for your commitment to our community!!
Please join us and partnering organizations tomorrow, Thursday, December 21 at 5:30 p.m. at the Co-Cathedral of the Sacred Heart (1111 St. Joseph Pkwy, 77002) to remember and honor Houstonians who lost the struggle for their lives in 2017 while homeless. The memorial service will be followed by a simple soup supper in the Cathedral Centre (1701 San Jacinto, 77002).

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

We have further determined that you are not a private foundation within the meaning of section 509(a) of the Code, because you are an organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status and foundation status. In the case of an amendment to your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, you should inform us of all changes in your name or address.

As of January 1, 1984, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of $100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Since you are not a private foundation, you are not subject to the excise taxes under Chapter 42 of the Code. However, if you are involved in an excess benefit transaction, that transaction might be subject to the excise taxes of section 4958. Additionally, you are not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please contact your key district office.

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of Code sections 2055, 2106, and 2522.

Letter 947 (DO/CG)
Contribution deductions are allowable to donors only to the extent that their contributions are gifts, with no consideration received. Ticket purchases and similar payments in conjunction with fundraising events may not necessarily qualify as deductible contributions, depending on the circumstances. See Revenue Ruling 67-246, published in Cumulative Bulletin 1967-2, on page 104, which sets forth guidelines regarding the deductibility, as charitable contributions, of payments made by taxpayers for admission to or other participation in fundraising activities for charity.

In the heading of this letter we have indicated whether you must file Form 990, Return of Organization Exempt From Income Tax. If Yes is indicated, you are required to file Form 990 only if your gross receipts each year are normally more than $25,000. However, if you receive a Form 990 package in the mail, please file the return even if you do not exceed the gross receipts test. If you are not required to file, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally $25,000 or less, and sign the return.

If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. A penalty of $20 a day is charged when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty charged cannot exceed $10,000 or 5 percent of your gross receipts for the year, whichever is less. For organizations with gross receipts exceeding $1,000,000 in any year, the penalty is $100 per day per return, unless there is reasonable cause for the delay. The maximum penalty for an organization with gross receipts exceeding $1,000,000 shall not exceed $50,000. This penalty may also be charged if a return is not complete, so be sure your return is complete before you file it.

You are required to make your annual information return, Form 990 or Form 990-EZ, available for public inspection for three years after the later of the due date of the return or the date the return is filed. You are also required to make available for public inspection your exemption application, any supporting documents, and your exemption letter. Copies of these documents are also required to be provided to any individual upon written or in person request without charge other than reasonable fees for copying and postage. You may fulfill this requirement by placing these documents on the Internet. Penalties may be imposed for failure to comply with these requirements. Additional information is available in Publication 557, Tax-Exempt Status for Your Organization, or you may call our toll free number shown above.

You are not required to file federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees.
If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

If we have indicated in the heading of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

Because this letter could help resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,

Steven T. Miller
Director, Exempt Organizations
CLIENT SERVICES

HHH offers services for people who are literally living on the streets, in shelters, in transitional or permanent supportive housing, and for those who are at risk of homelessness.

No one is declined care based on ability to pay.

Last year, 90% of those who received care at HHH had no form of health insurance.

NEW CLIENTS: CLICK HERE TO REQUEST AN APPOINTMENT

CURRENT CLIENTS: CLICK HERE TO ACCESS YOUR PATIENT PORTAL AND/OR TO MAKE AN APPOINTMENT

Or call us at 713-286-6000
2018 ANNUAL FUND

Help end homelessness today.

CLICK HERE TO SUPPORT
CHANGE Committee

Since our inception, HHH has been dedicated to providing services relevant and responsive to the needs of those we serve.
HHH's consumer advisory board, the CHANGE Committee, is comprised of homeless and formerly homeless constituents. The CHANGE Committee is a standing committee of the Board of Directors that helps guide the programs and services of HHH. A member of the CHANGE Committee sits as a voting member of the governing Board of Directors.

Charlotte Garner, Chair

Chima Akpa
Joseph Benson
Andrew Brown
Tara Moore
Twanette Sharpe
Alma Thompson
Deidre Young
Texas Secretary of State
Rolando B. Pablos

Business Organizations | Trademarks | Notary | Account | Help/Fees | Briefcase | Logout

Business Organizations Inquiry - View Entity

Filing Number: 157033601
Original Date of Filing: February 16, 2000
Entity Type: Domestic Nonprofit Corporation
Entity Status: In existence
Formation Date: N/A
Non-Profit Type: N/A
Tax ID: 17606479347
FEIN:
Duration: Perpetual
Name: HEALTHCARE FOR THE HOMELESS-HOUSTON
Address: PO BOX 66690
Houston, TX 77266-6690 USA

Registered Agent
Name: David S Buck
Address: 2505 Fannin
Houston, TX 77002 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 02-16-2000
- Sales and use tax, as of 02-16-2000
  (provide Texas sales and use tax exemption certificate Form 01-339 (Back) to vendor)

The entity is not exempt from hotel occupancy tax.

Texas taxpayer identification number: 17606479347

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: 02/22/2018 09:47:39

This Page is Not Sufficient for Filings with the Secretary of State

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<tr>
<td>Registered Agent Name</td>
<td>DAVID S BUCK</td>
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<tr>
<td>Registered Office Street Address</td>
<td>2505 FANNIN HOUSTON, TX 77002</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. 18243-2222 Cleburne

cc: Ann Robison - Arobison@montrosecenter.org

Interfaith Ministries for Greater Houston (IMGH) is pleased to submit this letter of support for the Montrose Center’s “There’s No Place Like Home” affordable senior housing complex and senior center at 2222 Cleburne in Houston’s historic Third Ward. It is my understanding that the formal name of the applicant for this assistance is 2222 Cleburne LP. IMGH and is a 501(c)3 non-profit community development organization that was founded in Houston in 1969. Our purpose is to bring people of diverse faith traditions together for dialogue, collaboration, and service, as a demonstration of our shared beliefs. IMGH manifests the strength of shared beliefs through many areas of service and our largest program is Meals on Wheels for Greater Houston which delivers more than 1.5 million meals each year to seniors in Harris and Galveston counties.

Affordable housing and access to quality health care are significant challenges facing older adults across the nation. These challenges are especially great in the Third Ward community. The Montrose Center, in collaboration with the City of Houston and the Midtown Redevelopment Authority, has committed to build an affordable housing community and senior center that is responsive to these concerns, while honoring the history and diversity of Houston’s Third Ward.

IMGH applauds the Montrose Center’s efforts to undertake this project and hopes you will look favorably upon their application. They have been successful in responding to the social needs of Houston’s underserved since 1978, including a dedicated program for seniors established in 2005. I commend the Montrose Center’s dedication to ensuring access to affordable housing in Houston’s Third Ward.

Sincerely,

Martin B. Cominsky
President & CEO
Interfaith Ministries for Greater Houston
ABOUT INTERFAITH MINISTRIES

Interfaith Ministries Overview

Interfaith Ministries for Greater Houston

OUR MISSION

Interfaith Ministries for Greater Houston (IM) brings people of diverse faith traditions together for dialogue, collaboration, and service, as a demonstration of our shared beliefs.

Learn more about IM, our services and clients in the short video (above). You will also find other videos about our services, programs, and volunteers.
OUR VISION
IM envisions a community working and acting together in response to the needs of a Greater Houston to create a more respectful, connected, and caring society.

OUR VALUES
F – Focus – We work hard to achieve IM’s mission, vision and strategic goals. We are motivated by the trust and expectations of our clients, partners and donors.

I – Integrity – We do what we say and we keep our promises. We strive for excellence and hold ourselves to the highest standards while taking responsibility for our actions.

R – Respect – We value diversity of opinion, thought and beliefs. We treat everyone the way we want to be treated with kindness and dignity.

S – Service – We help others with a spirit of compassion. We put the needs of those we serve above our own.

T – Transparency – We are honest, open and truthful. We proactively and willingly share information with the community and each other.

+ Areas of Service

+ History

+ IM’s Newsletter: Mosaic
BOARD OF DIRECTORS

2018

Chair of the Board
Shaukat Zakaria

Vice Chair
Franklin J. Harberg, Jr.

Secretary
Sushma Mahajan

Treasurer
Swatantra Jain

Past Board Chair
Paula Sutton

+ Directors

+ Honorary Life Members
Areas of Service

At Interfaith Ministries for Greater Houston, we believe that, through service and dialogue, it is possible for very diverse people to know one another and find common ground, while still embracing our personal beliefs and cultures. We celebrate the strength of our shared beliefs through three areas of service:

IM manifests the strength of shared beliefs through four areas of service to the greater Houston community:

- **Meals on Wheels for Greater Houston** delivers more than 1.5 million meals each year to seniors in Harris and Galveston counties.
- **Refugee Services**, in conjunction with the U.S. State Department, resettles thousands of refugees in Houston each year.
- **Interfaith Relations** provides a safe harbor for greater Houston through its many interfaith programs and dialogue efforts.
Interfaith Ministries’ Meals on Wheels for Greater Houston and Galveston County program provides home-delivered meals to disabled adults and homebound clients over 60. The program also delivers weekend meals and a week’s worth of breakfast to over 1,100 of our most frail and isolated clients. This nutritional support helps people stay independent and in their own homes. Sign up by contacting us at
Meals on Wheels for Greater Houston and Galveston County is able to serve clients with the help of partners like Harris County Area Agency on Aging, Texas Health and Human Services Commission and Managed Care Organizations serving Southeast Texas. In conjunction with the Harris County Community Services Department, IM reaches out to the remote areas of Harris County, serving elders across the county. IM also partners with organizations in Liberty and Montgomery Counties to deliver meals.

Additionally, the aniMeals on Wheels program, founded in 2007, delivers pet food to IM’s Meals on Wheels clients so they not feel compelled to share their limited food and resources with their furry friends. IM collects donated pet food that volunteers deliver each month to clients. Learn more about aniMeals on Wheels.

Lead Sponsors

Thank you to our Lead Corporate Sponsor:

Shell Oil Company and Motiva Enterprises LLC

Thank you to our Public Sponsors:
+ Sponsorship Opportunities

+ How Can I Help?

+ Our Wish List

+ Additional Services for Seniors
Interfaith Relations and Community Partnerships (IRCP) works to build respect, understanding and service among people of different faiths, and those of no particular faith. Our Community Partnership efforts bring other nonprofits together in collaboration and service. By embracing a philosophy to “Respect thy Neighbor” we can build a stronger Houston.

IRCP contributes to this mission by:

**Connecting.** We seek to be Houston’s “Interfaith Hub,” connecting faith communities and interfaith groups throughout Greater Houston for seminars, service and collaborations.

**Engaging.** IRCP is about outreach and communication, not only with established relationships but also those seeking new relationships. We attend a myriad of gatherings that engage the faith community and the community at large.

**Educating.** Acts of intolerance are often based in fear, and fear is based in ignorance. Dispelling myths and providing accurate information about different religions makes a difference in the community. Our long-standing Dinner Dialogues are a key public program. We also provide speakers from different faith traditions and provide our own expertise when needed. We support senior caregiving efforts as well.
Interfaith Ministries for Greater Houston's Refugee Services department, in conjunction with the U.S. State Department, Episcopal Migration Ministries and Church World Service, resettles legal refugees fleeing their homeland in fear of political, social or religious persecution. IM helps refugees from around the world make new lives in America.

Today, there are an estimated 22.5 million refugees, over half of whom are under the age of 18. Women and children constitute the majority of these displaced people. Each year, hundreds of these refugee families arrive in Houston through Interfaith Ministries.

If you would like to make a monetary donation to support our refugees, please click here. A donation of $25.00 can provide school uniforms for one refugee child. If you would like to conduct a donation drive, or make an individual donation, view our wish list for items needed to help make a new home for refugees.

In the past 30 years, Interfaith Ministries' Refugee Services has served refugees from over 30 countries.
In 1955, the Houston Council of Churches launched IM's predecessor organization, the Church Welfare Bureau, to organize the Protestant community to minister to those in need. In 1964, the Bureau was reorganized as Protestant Charities of Houston, a group that was joined and strengthened by the Jewish community. Officially chartered as Houston Metropolitan Ministries in 1969, IM has been a leading force in bringing together people of all faiths to serve people in need in the greater Houston area.

IM was renamed Interfaith Ministries for Greater Houston in 1992 to reflect support from increasingly diverse faith traditions.
## Events for March 2018

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- **Justice Advocacy Workshop**
- **Building Healthy Soil Saves Time and $$**
MEALS ON WHEELS: SERVING SENIORS WITH A MEAL AND MORE

Meals on Wheels for Greater Houston (MOW) provides home-delivered meals to homebound clients and disabled adults age 60 and over. The program also delivers weekend meals and a week’s worth of breakfasts to over 1,100 of our most frail and isolated clients. IM reaches out to the remote areas of Harris County, serving elders across the county and partners with organizations in Liberty and Montgomery Counties to deliver meals.

In FY 2017, IM entered into an agreement with Galveston County to begin providing services to MOW seniors served by the county. This partnership will mean more seniors will be fed and provide an opportunity to utilize IM’s connection to other services, including aniMeals on Wheels.

The nutritional support provided by MOW helps people stay independent and in their own homes. But this program delivers more than a meal. This service reduces isolation and helps seniors age in place with dignity. MOW drivers provide a friendly face and contact with the world. For many seniors, their driver may be the only person they see that day.

FACTS
- 1.5 million meals were delivered.
- Approximately 4,200 seniors were fed each weekday.
- 2,000 volunteers delivered approximately 4,000 meals to seniors on Thanksgiving Day.
- 1,300 seniors received donated items like walkers and other medical supplies, as well as referrals to other services.
- MOW provided emergency storm meals in the summer and winter.
REFUGEE SERVICES: WELCOMING OUR NEWEST NEIGHBORS

Today, there are an estimated 21.3 million refugees in the world fleeing their homeland in fear of political, social or religious persecution. The vast majority are women and children under 18.

This fiscal year, more than 1,500 of these refugees arrived in Houston thanks to IM’s Refugee Services department, which works in conjunction with the U.S. State Department, Episcopal Migration Ministries, and Church World Service.

Refugee Services’ goal is to make our new neighbors feel welcome, while helping them become self-sufficient, productive members of the community within six months of arrival.

The department works with local congregations, civic groups, educational institutions and other partners to provide services such as: airport pickup, housing, English classes, cultural orientation, document application, and job placement.

IM equips refugees with the tools they need to make a new life, find work, care for their families, and realize the American dream.

A YOUNG REFUGEE GETS A NEW START

Six-year-old Hani has seen more horror in this short life than most people see in their lifetime.

His family was living in Damascus when the war started. One day, bombing broke out near his home. His dad was in the city and unable to return home because of all the explosions. The walls and ceilings rattled and debris kept falling from the ceiling! Hani was terrified! Fearing for her children’s lives, Hani’s mom made the children stay in a closet until the bombing finally stopped the next morning. However, the gunfire continued. Luckily, Hani’s dad made it home safely during a short ceasefire. Fearing for her family’s safety, Hani’s mom decided that her family had to leave their home to find safety. They immediately left and found a town where there was less fighting and gunfire.

Hani and his family lived in an old school house for 11 months, but they were safe…until the war started approaching their new home. Once again they had to leave. Hani’s parents took a taxi to Lebanon and then flew their family to Jordan, to safety. After much waiting, earlier this year they finally made it to their new, permanent home in Houston.

Hani hasn’t started school yet, but he enjoys going to the library with his friend Candy, a volunteer from IM. He really enjoys all the educational games at the library and makes friends there easily. Most of the games are in English, which is challenging for Hani, but he is a smart boy and picks them up quickly with Candy’s help. He just started speaking full sentences in English and continues to learn more words every day.

FACTS

- 1,528 refugees from 18 countries were served.
- Clients arrived from:
  - Afghanistan
  - Bhutan
  - Burundi
  - Cuba
  - Democratic Republic of the Congo
  - Egypt
  - El Salvador
  - Eritrea
  - Ethiopia
  - Haiti
  - Honduras
  - Iran
  - Iraq
  - Libya
  - Myanmar
  - Somalia
  - Sudan
  - Syria
- Over 90 percent of refugees are self-sufficient within 6 months of resettlement.
- Refugee Services staff speak 19 languages, making the transition to life in Houston easier for clients.
The 2017 Best Friends Brunch raised more than $100,000 for aniMeals on Wheels.

Refugee Services staff and volunteers made Eid gift packages for recently resettled refugees.

Refugee donor Ed Hubbard joined IM’s Ali Al Sudani and Rev. Greg Han at the For All Humanity Luncheon.

Local teens bagged dog food for a Youth Day of Service.

Volunteers distributed cases of bottled water for Meals on Wheels seniors as part of Operation Impact.

More than 4,000 volunteers deliver dinners at the Meals on Wheels Thanksgiving event.

Refugee Services staff and volunteers made Eid gift packages for recently resettled refugees.

The Best Friends Brunch honored Jerri Duddlesten Moore, along with her dog Armi.

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INTERFAITH RELATIONS AND COMMUNITY PARTNERSHIPS:
BUILDING RESPECT FOR THY NEIGHBOR

The Interfaith Relations department underwent a name change in FY 2017 to reflect its growing outreach and programming in the community. Now called Interfaith Relations and Community Partnerships (IRCP), the department will continue to foster understanding, respect and engagement among people of all faiths through educational opportunities and community service opportunities that emphasize the Strength of Shared Beliefs.

In FY 2017, more than 600 people from diverse faith backgrounds participated in IM’s programming, including Dinner Dialogues where participants learn about one another’s faiths over a shared meal. This year, seven mosques opened their doors to host a Dinner Dialogue, drawing a record attendance.

The department also connects nonprofits, religious institutions and government agencies to build a climate that fosters support for “Respect Thy Neighbor.” One avenue for facilitating this connection is the Interfaith Circle, a network of more than 50 allied communities of faith that offer support for IRCP’s work. IRCP contacts the Circle members when there is a need to serve, to gather for dialogue across religious traditions, and to respond to emergency situations that could lead to greater fear and intolerance.

IRCP will also be moving forward in the coming fiscal year with the integration of Volunteer Houston into IM. As the Points of Light affiliate, Volunteer Houston is a community-wide service organization supporting all nonprofit organizations in recruiting, placing and recognizing volunteers across the city. Our goal is to increase volunteer and community service in the Greater Houston area.

FACTS

• More than 600 people from diverse faith backgrounds participated in IM’s adult programming, including Dinner Dialogues, where participants learn about one another’s faiths over a shared meal.

• IM’s Youth Program (IMEAD) hosted several activities, bringing together more than 350 students to exchange their ideas about faith and make new friends. This included an Interfaith Youth Day of Service.
WANT TO HELP?
Opportunities to serve are varied and include: delivering meals to hungry seniors, packaging pet food for their beloved dogs and cats, befriending refugees looking to call Houston home, and assisting staff with important administrative tasks.

Our volunteers deliver meals to homebound seniors, package breakfast bags, chair special events, host pet food drives, adopt refugee families, and facilitate interfaith dialogues. They represent all religious faiths, ages and ethnic groups. Some have special needs.

All bring a commitment to help others and improve the community in which we live. To our clients, they bring a warm heart and a friendly smile.

SMALL ACTS OF KINDNESS MAKE BIG DIFFERENCE

WANT TO HELP?
Opportunities to serve are varied and include: delivering meals to hungry seniors, packaging pet food for their beloved dogs and cats, befriending refugees looking to call Houston home, and assisting staff with important administrative tasks.

We have many volunteer opportunities for individuals, families and groups to help serve people in need. Many of our projects are appropriate for families with children.

If you are interested in becoming a volunteer, please reach out to us at volunteerinfo@imgh.org or 713-533-4981.

WANT TO HELP?
Opportunities to serve are varied and include: delivering meals to hungry seniors, packaging pet food for their beloved dogs and cats, befriending refugees looking to call Houston home, and assisting staff with important administrative tasks.

Our volunteers deliver meals to homebound seniors, package breakfast bags, chair special events, host pet food drives, adopt refugee families, and facilitate interfaith dialogues. They represent all religious faiths, ages and ethnic groups. Some have special needs.

All bring a commitment to help others and improve the community in which we live. To our clients, they bring a warm heart and a friendly smile.

VOLUNTEER EXTRAORDINAIRE

The term “volunteer” doesn’t do Janice Hughes justice. A 3-year veteran, Jan wears many volunteer hats. She delivers Meals on Wheels two to four days a week, helps with administrative work, delivers aniMeals once a month, sits on the aniMeals committee, recruits other volunteers, and was instrumental in launching aniMeals’ highly successful Wellness Fairs.

She is also spearheading aniMeals’ partnership with Emancipet, which makes high-quality spay/neuter and veterinary care affordable and accessible to all pet owners.

“Jan has taken ownership of the partnership between aniMeals on Wheels and Emancipet,” says Heather Mann, Volunteer Coordinator for aniMeals. “Through her efforts, over 20 of our clients’ pets have been either spayed or neutered, received a rabies vaccination, and been microchipped.”

For her efforts, Jan was selected as one of five TexanPlus Champions in 2017. This award, sponsored by WellCare Health Plans, recognizes individuals who have made a significant difference in the well-being of older adults and our local community.

Jan says her concern for the welfare of seniors and their pets developed as she cared for her parents who have now passed away, as well as an elderly aunt.

“My mom was always giving back and helping others,” says Jan. “I wanted to follow in her footsteps and to continue her work.”

We’re glad you did, Jan! Thanks to you and all our volunteers.

VOLUNTEER OF THE MONTH:
IM volunteers donated over 58,000 hours of time to IM programs, worth $1.4 million.
JULY 2016
Imran Hasan
SEPTEMBER 2016
Quinn Lesniak
Sophie Lesniak
OCTOBER 2016
Silvia Gederberg
NOVEMBER 2016
Jan Hughes
DECEMBER 2016
Kyle Sellers
JANUARY 2017
Chloe Krane
APRIL 2017
Adrienne Allie
Sharie Sartain
MAY 2017
Andrew Hung
JUNE 2017
Houston Congregation for Reform Judaism
PLAZA OF RESPECT: BUILDING FOR OUR FUTURE

Interfaith Ministries of Greater Houston’s Plaza of Respect will be the capstone of the IM campus. This striking outdoor space at 3303 Main will add to the beautification of Houston’s Midtown area, while providing a place for meditation and, interfaith education. It also will honor three iconic faith leaders: Archbishop Joseph Fiorenza, Rabbi Samuel Karff and Reverend William A. Lawson.

To make this vision a reality, IM must still raise a little over $2 million to complete the Plaza and replenish our reserve fund. We are grateful to Shell, Richard and Patti Everett, Barry and Rosalyn Margolis, the George and Mary Josephine Hamman Foundation, Debra Garner, Eric H. Nelson, and Jo Ann and James McLaughlin for their major gifts to support this project.

For more information on how you can support this reflective and inspiring project, please contact Maria Magee at 713-533-4924 or mmagee@imgh.org.
INTERFAITH MINISTRIES FOR GREATER HOUSTON
FY2017 Financials*

### REVENUE

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* These numbers are unaudited. Financial statements include the supporting organization IM Support, which was formed to facilitate the New Market Tax Credits (NMTC) transaction.
BUSINESS ORGANIZATIONS INQUIRY - VIEW ENTITY

Filing Number: 20336001
Original Date of Filing: May 13, 1964
Entity Type: Domestic Nonprofit Corporation
Entity Status: In existence
Formation Date: N/A
Non-Profit Type: N/A
Tax ID: 17414881023
Duration: Perpetual
Name: INTERFAITH MINISTRIES FOR GREATER HOUSTON
Address: 3303 MAIN ST
HOUSTON, TX 77002-9322 USA

Instructions:
To place an order for additional information about a filing press the 'Order' button.
INTERFAITH MINISTRIES FOR GREATER
HOUSTON
3303 MAIN STREET
HOUSTON TX 77002-9322

Employer Identification Number: 74-1488102
Person to Contact: R MOLLOY
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Dec. 17, 2014, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in November 1964.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section 509(a)(2).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.
If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

Tamera Ripperda
Director, Exempt Organizations
According to the records of the Comptroller of Public Accounts, the following exemption(s) from Texas taxes apply to the above organization(s):

- Franchise tax, as of 05-13-1964
- 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: 17414881023

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: 02/26/2018 11:37:02

This Page is Not Sufficient for Filings with the Secretary of State

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<tr>
<td>Registered Agent Name</td>
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To Whom It May Concern,

Legacy Community Health Services, Inc. is pleased to submit this letter of support for 2222 Cleburne LLP's proposed development - 2222 Cleburne, a proposed senior rental housing community to be located at 2222 Cleburne, Houston, Harris County, TX 77004. Affordable housing and access to quality health care are significant challenges facing older adults across the nation. These challenges are especially great in the Third Ward community. The Montrose Center, in collaboration with the City of Houston and the Midtown Redevelopment Authority, has committed to build an affordable housing community and senior center that is responsive to these concerns, while honoring the history and diversity of Houston's Third Ward.

Upon completion, the project will include:

- The addition of 112 1-and-2 bedroom independent living apartments for low income seniors ages 62 and older less than 3 miles from the Texas Medical Center and approximately 1 mile from the Montrose Center
- Access to public transportation via two existing Metro bus routes and the future METRO Light Rail Blue Line
- Legacy Community Health geriatric primary care clinic available to both residents and community members
- Senior Center that will include group dining areas, a resident library and lounge area and meeting, computer and fitness rooms
- Outdoor recreational spaces, including a dog park and picnic areas

The Montrose Center has been successfully responding to the social service needs of Houston's underserved since 1978, including a dedicated program for seniors established in 2005. I commend the Montrose Center's dedication to ensuring access to affordable housing in Houston's Third Ward.

Sincerely,

Katy Caldwell, Executive Director
Legacy Community Health Services, Inc.
Legacy Community Health Urges Precaution Against Widespread Flu in Houston Region

Click NEWS in our top menu to read the latest.
Have you been to our Legacy Fifth Ward Lyons Clinic? Click here to take a virtual tour.
As a full-service, Federally Qualified Health Center, Legacy identifies unmet needs and gaps in health-related services and develops client-centered programs to address those needs. A United Way-affiliated agency since 1990, we currently provide adult primary care, pediatrics, dental care, vision services, behavioral health services, OB/GYN and maternity, vaccinations and immunizations, health promotion and community outreach, wellness and nutrition, and comprehensive HIV/AIDS care.

Legacy was formed in 2005 as a result of the merger of two leading Houston area community organizations—Montrose Clinic and The Assistance Fund—that had both been providing Houston and the Harris County area with quality health care and medication services for nearly 30 years.

Legacy’s strong reputation fueled significant growth in the mid to late 2000s. The City of Houston awarded Legacy the opportunity to open a satellite location at 5602 Lyons Avenue in 2006, in part because of our reputation for quality health care and fiscal prudence. Legacy now occupies the entire building, providing health care and social services to any and all Houstonians with a focus on individuals and families living in the greater Fifth Ward.

In 2010, Legacy acquired the CHRISTUS Health clinic in Southwest Houston, a location that now sees more patients than any other Legacy location. Later in the same year, Legacy opened a clinic in Neighborhood Center’s Baker-Ripley complex. Thanks to these locations, Legacy is able to offer adult primary care, OB/GYN and maternity, pediatrics, dental care, vaccinations and immunizations, and behavioral health services to residents in the Gulfton area.

2012 saw Legacy branch out once again, opening campuses in medically underserved areas in Baytown and Beaumont. On September 1, Legacy took over clinical operations of both a long-standing behavioral health practice in Baytown, and a well-established pediatric practice in Beaumont.

**What are the features and benefits of an FQHC?**

A federally Qualified Health Center addresses the unmet needs of those who find themselves lacking in certain health care services. Legacy works with a wide range of health insurance providers already, but as an FQHC we also offer a sliding fee scale. We provide wrap-around health services including preventative health, dental, behavioral health and substance abuse services.

More information about FQHCs can be found at [FQHC.org](http://FQHC.org).
About Us

Mission

Driving healthy change in our communities.

Vision

Connecting our communities to health every day, in every way.

Values

Health Care As a Right, Not A Privilege

We believe that comprehensive health care is a human right. Legacy's services and programs are open to all who need us, regardless of the ability to pay, without judgment or exception.

Devotion To Our Communities

We continue to build our legacy on a solid foundation by learning from our communities, embracing the people in them, and serving their unique needs. Especially when no one else will.

Leading The Charge

We address issues others shy away from. Not because it's easy or popular, but because it's the right thing to do. The Legacy team possesses unwavering courage and serves as a visionary catalyst for sustainably healthy communities.

Active Stewardship of Resources

We carefully manage our available resources, in order to deliver on our promise of driving healthy change. We remain grounded in responsible decision making for sustainable operations, putting every asset where it can do the most good for the community.
Board of Directors

Legacy Community Health Services, Inc.

Board of Directors
Amanda Goodie-Roberts, Chairperson
Alex Jessett, Vice-Chairperson
Naveen Pinglay, Treasurer
Beryl Basham, Secretary
Glenna Pierpont At-Large / Executive Committee
Tony Bravo
Beth Bruce
George Burch
Abigail Caudle, M.D.
Victor Cordova
Richard Davidson
Bethsheba Johnson
Mariana Chavez Mac Gregor, M.D.
Johnson Olajurji
Marissa Taler

Legacy Community Health Endowment, Inc.

Board of Directors
Tripp Carter, Chairperson
Brent Whiteley, Vice-Chairperson
Mike Holloman, Treasurer
Bryan Hlavinka, Secretary
Michael Alexander
Joshua L. Espineno
Board Member Emeritus
Melanie Gray
Melissa Mithoff
James A. Reeder, Jr.
Monsieur Taghdisi
Claire Cormier Thielke
Adult Primary Care

Legacy's Adult Primary Care services provide coordinated and comprehensive care for adults. Our goal is to promote health with good preventative care and, if necessary, delivering the care and treatment you need, when you need it, we can help.

Our capabilities include:

- **Physical examinations** – annual checkups that include blood pressure, lab tests
- **Chronic disease management** – early diagnosis and treatment of chronic conditions like cholesterol and high blood pressure
- **Men's services** – cancer screening (prostate, testicular, colon), screening for sexually transmitted diseases, and routine blood work such as screening for diabetes
- **Women's services** – cancer screening (breast, cervical, colon), screening for sexually transmitted diseases, and routine blood work such as screening for diabetes
- **Acute care** – common infections and conditions such as asthma, diabetes, and more
exacerbations, skin infections, and urinary tract infections — as well as procedures.

**Education and consultation** — helping you to understand the best ways to care for yourself, your children, and your family.

As part of our dedication to providing total care for everyone in the community, we also give you seamless access to additional services that include obstetrics. By doing so, Legacy can be your “home for health,” a place where you receive personal attention in a warm, respectful, non-judgmental setting.

Our Adult Primary Care services are just part of Legacy’s commitment to providing total care for everyone in the community. We offer care for the entire family, including children, and we connect our communities to health every day, in every way.

Adult Primary Care services are offered at:
1. Montrose
2. Baker-Ripley
3. Mapleridge
4. Lyons
5. San Jacinto
6. South Park

**RELATED POST**

**KPRC Channel 2 Visits Legacy Community Health**

KPRC Channel 2’s Health Reporter Haley Hernandez sat down with Legacy Community Health to discuss their services and commitment to the community.

**READ MORE**
Legacy Community Health has locations throughout Houston, Baytown, Deer Park and Beaumont. Please call any of our locations with questions or to set up an appointment. To learn more about our services, programs and events in your community, simply click on the MORE INFO option below the location. We look forward to seeing you!
SANTA CLARA

SERVICES
- Adult Primary Care
- Pediatrics
- OB/GYN & Maternity
- Behavioral Health

HOURS
- Mon - Fri: 8:00 a.m. - 5:00 p.m.
- Sat: 8:30 a.m. - 12:30 p.m. (every other Sat by appointment only)

BEHAVIORAL HEALTH
- Mon, Wed, Thu, Fri: 8:00 a.m. - 5:00 p.m.
- By appointment only

ADDRESS
- 6616 Lawndale St., Ste A106
- Houston, TX 77023

FAX
- (713) 759 0912

PHONE
- (713) 921 0075

PARTNERING PHARMACIES
Legacy patients are offered discount prescriptions at participating pharmacy locations. Click here for locations.

MORE INFO
Legacy Community Health Connecting our communities to health every day, in every way. #Houston #Beaumont #Baytown #Texas
www.legacycommunityhealth.org/newsroom/blog
Do We Go From Here?

Wednesday, March 1
6:00 PM - 7:00 PM
UNITED WAY-GREATER HOUSTON
50 WARD DR. W, HOUSTON, TX 77007

Facebook Live Event
March 22 at 12:30 pm

Facebook Live Event: Houston and the American Health Care Act

Do you have questions ahead of time? Ask in the comments, or ask in real time to hear our answers.

Town Hall: Where Do We Go From Here?

Wednesday, March 1
6:00 PM - 7:00 PM
UNITED WAY-GREATER HOUSTON
50 WARD DR. W, HOUSTON, TX 77007
Health Care in Houston: Where Do We Go From Here?

Join Legacy Community Health and our partners for a citywide town hall meeting on health care. Come ask your questions and be heard on issues like insurance and the Affordable Care Act (Obamacare), the state of women's health services and the increasing need to address mental health.

TOWN HALL

WEDNESDAY, MARCH 1
6:00 PM - 7:00 PM
UNITED WAY-GREATER HOUSTON
50 WAUGH DRIVE, HOUSTON, TX 77007

Sponsored by:

Log in to like or comment.
TEXAS SECRETARY of STATE
ROLANDO B. PABLOS

Filing Number: 59385001
Entity Type: Domestic Nonprofit Corporation
Original Date of Filing: January 25, 1982
Entity Status: In existence
Formation Date: N/A
Non-Profit: N/A
Type: Perpetual
Tax ID: 17600096378
FEIN:
Name: LEGACY COMMUNITY HEALTH SERVICES, INC.
Address: PO BOX 66308
Houston, TX 77266-6308 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 01-25-1982
Sales and use tax, as of 01-25-1982
   (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: 17600096378

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: 02/18/2018 13:46:54

This Page is Not Sufficient for Filings with the Secretary of State

<table>
<thead>
<tr>
<th>LEGACY COMMUNITY HEALTH SERVICES, INC.</th>
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<td>Texas Taxpayer Number</td>
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<tr>
<td>Mailing Address</td>
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<tr>
<td>🟢 Right to Transact Business in Texas</td>
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<tr>
<td>State of Formation</td>
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<tr>
<td>Effective SOS Registration Date</td>
</tr>
<tr>
<td>Texas SOS File Number</td>
</tr>
<tr>
<td>Registered Agent Name</td>
</tr>
<tr>
<td>Registered Office Street Address</td>
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</table>
February 22, 2018

To Whom It May Concern,

Avenue 360 Health and Wellness (Avenue 360) is pleased to submit this letter of support for the Montrose Center’s “There’s No Place Like Home” affordable senior rental housing complex and senior center to be located at 2222 Cleburne (Houston, Harris County Texas 77004) in Houston's historic Third Ward. It is my understanding that the formal name of the applicant for this assistance is 2222 Cleburne LP.

Avenue 360 is a 501 (c)3 non-profit community-based, health and social services organization that was founded in Houston in 1997. The agency’s purpose is to provide high quality and caring services to promote healthy people and communities. The agency achieves its mission by being a Federally Qualified Healthcare Center (FQHC) providing medical, oral health, pharmacy, behavioral health, social and clinical case management as well as housing-related services including Permanent Supportive Housing (PSH), Emergency Shelter Grant (ESG), and Housing Opportunities for People With AIDS (HOPWA). In addition, Avenue 360 is the current grantee for Third Ward community under the Health Center Program.

Affordable housing and affordable quality healthcare are paramount to address significant challenges that impact older adults and their ability to age in place. These challenges are especially great in Houston’s Third Ward community. The Montrose Center, in collaboration with the City of Houston and the Midtown Redevelopment Authority, has committed to building on affordable housing community and senior center that is responsive to these concerns, while honoring the history and diversity of Houston’s Third Ward. Avenue 360 applauds the Montrose Center's efforts to undertake this project and hopes you will look favorably upon their application. They have been successful in responding to the social needs of Houston's underserved since 1978, including a dedicated program for seniors established in 2005. I commend the Montrose Center's dedication to ensuring access to affordable housing in Houston's Third Ward.

Sincerely,

Joe C. Fuentes, Jr., MBA
Joe C. Fuentes, Jr., MBA
CEO
One million men, women, and children in Harris County are uninsured. If you are lucky enough to have insurance, consider contributing to provide health care for those who don't.
For over 30 years, Houston Area Community Services and Bering Omega have worked to bring health services to an underserved population of Houston. In November of 2016, Houston Area Community Services and Bering Omega merged to join forces as a Federally Qualified Health Center (FQHC) under the new name Avenue 360 Health & Wellness.

The new name is a representation of a literal avenue—a path one takes to get to their destination. It is a point of access. Together, we guide our patients so they are able to reach better health outcomes and attain a better life. But individual paths are not linear and we provide a full range of services to promote a 360-degree approach to healthcare. No matter what path our patients are on, Avenue 360 is there to support them and give them the care they need.

Avenue 360 Health & Wellness offers a holistic solution for those seeking a medical home. The patient is the center of our model, giving our patients a collaborative choice for their healthcare needs. We care for the whole person, meaning that whether someone needs a diagnosis, a prescription for flu medicine, a stable place to live or a partner in wellness Avenue 360 Health & Wellness is there. Our whole community approach means that everyone is served, from families needing a primary care doctor to those who want to spend their last days in dignity. We represent that “We're all in this together,” spirit.

We care for the whole person, the whole community and the whole city—we've done this for decades and will continue to do so for decades more.
Houston Area Community Services History

Before Avenue 360 Health & Wellness existed, Houston Area Community Services, a not-for-profit 501(c)(3) organization, was established in 1998 to provide affordable, quality medical care, a pharmacy, behavioral health services and living assistance to individuals and families residing in Harris County and the surrounding areas.

In 1997 the Founder and current CEO of Avenue 360 Health & Wellness, Joe Fuentes, realized the need for a health organization that would provide essential and specialty health services to patients living with chronic conditions such as HIV/AIDS. Although medical services were available for these individuals, many patients suffered from life issues extending far beyond the scope of traditional medical services. Mr. Fuentes saw that patients who found a stable living situation through housing programs were more likely to make their medical visits, take their prescribed medications and attend their behavioral counseling sessions. Quickly, it became apparent that patients who addressed their behavioral health and living environments experienced dramatic improvements in their physical health. They were able to self-manage their health and their lives.

Shortly after launching this model for HIV patients, Mr. Fuentes extended the approach to all eligible residents of Harris County who were faced with the same social determinants that contributed to poor health. Today, Avenue 360 Health & Wellness embodies this same determination and welcoming approach to their patients so that they can enjoy greater success in their personal life, in addition to an improved medical outlook.
Troy Brooks, President
Sonya Butts, Vice President
Atif Riaz, Secretary
Ben Carey, Treasurer
Daisy Morales
Jeremy Fain
Lindsey Moreno
Dr. Luis Torres
Sam Nance

Joe C. Fuentes, Jr., MBA, Chief Executive Officer (Ex-Officio Member)

If you are interested in serving on our Board of Directors, please contact Joe Fuentes at jfuentes@avenue360.org for information.
Leadership

Joe C. Fuentes, Jr., MBA
Chief Executive Officer

Patrice M. Williams, MSHCM
Chief Operations Officer

April J. Peer, MPA
Chief Financial Officer

Gregory A. Pate
Chief of Community and Support Services
Contact Us

DENTAL
1427 Hawthorne Street
Houston, TX 77006
Phone 713-341-3790
Fax 713-524-7995
Monday – Friday: 8 AM – 5 PM

DAY ACTIVITIES
1429 Hawthorne Street
Houston, TX 77006
Phone 713-341-3750
Fax 713-520-7854
Monday – Friday: 7 AM – 5 PM

OMEGA HOUSE – HOSPICE/MEDICAL RESPITE
602 Branard Street
Houston, TX 77006
Phone 713-341-3783
Fax 713-526-8144
24 HOURS

Services at Montrose
- Dental Services
- Adult Day Activity and Health Services
- Hospice
- Medical Respite
Contact Us
713-426-6027
2150 West 18th Street, Suite 300
Houston, TX 77008

Hours of Operation
Monday – Thursday: 8 AM – 6 PM
Friday: 8 AM – 5 PM

Services at Main Campus
Medical Care
- Family Medicine
- Internal Medicine
- Infectious Disease including HIV/AIDS
- Women's Health Services
- OB/GYN
- Pharmacy
- Laboratory
- X-Ray Services
Regardless of your situation, Avenue 360 Health & Wellness has a place for you. We offer both primary and specialty care services.
With the help of our outreach team of Community Health Workers, we bring Avenue 360 Health & Wellness directly into the community. The most powerful tool we have is education. By presenting people with practical information and through the following services, we promote healthy living, physically and mentally, and empower people to take control of their wellbeing.

- Health education and disease prevention
- HIV testing
- Hepatitis C testing
- Counseling
- PrEP education and referral
Avenue 360 Health & Wellness

Avenue 360 is growing!

New positions include:
- Physician
- Nursing
- Behavioral Health

To apply, visit: www.avenue360.org or Email resume to: ccole@avenue360.org
Update your status and get a free VIP wristband to the concert!

Avenue 360- Main
2150 West 18th St. (3rd Fl), 77008
Monday-Thursday: 9 AM - 6 PM
Friday: 8 AM - 5 PM
832.384.1406

Avenue 360- Spring Cypress
17010 Sugar Pine Dr., 77090
Friday: 8 AM - 5 PM
281.537.8637

University of Houston- SMART Cougars
4500 University Dr. Room #10380, 77004
Monday-Friday: 9 AM - 5 PM
713.743.1273

Suggested Groups
- Cake Faced
  130,597 members

Like this post. Share.
Dear Applicant:

This modifies our letter of the above date in which we stated that you would be treated as an organization that is not a private foundation until the expiration of your advance ruling period.

Your exempt status under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3) is still in effect. Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Code because you are an organization of the type described in section 509(a)(1) and 170(b)(1)(A)(vi).

Grantees and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(1) organization.

You are required to make your annual information return, Form 990 or Form 990-EZ, available for public inspection for three years after the later of the due date of the return or the date the return is filed. You are also required to make available for public inspection your exemption application, any supporting documents, and your exemption letter. Copies of these documents are also required to be provided to any individual upon written or in person request without charge other than reasonable fees for copying and postage. You may fulfill this requirement by placing these documents on the Internet. Penalties may be imposed for failure to comply with these requirements. Additional information is available in Publication 557, Tax-Exempt Status for Your Organization, or you may call our toll free number above.

If we have indicated in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.
Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,

Lois G. Lerner
Director, Exempt Organizations
### Franchise Search Results

**As of:** 02/26/2018 19:05:15

**This Page is Not Sufficient for Filings with the Secretary of State**

<table>
<thead>
<tr>
<th><strong>HOUSTON AREA COMMUNITY SERVICES, INC.</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Texas Taxpayer Number</strong></td>
<td>17605492408</td>
</tr>
<tr>
<td><strong>Mailing Address</strong></td>
<td>2150 W 18TH ST STE 300 HOUSTON, TX 77008-1289</td>
</tr>
<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>10/09/1997</td>
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<tr>
<td><strong>Texas SOS File Number</strong></td>
<td>0146386701</td>
</tr>
<tr>
<td><strong>Registered Agent Name</strong></td>
<td>JOE C. FUENTES JR</td>
</tr>
<tr>
<td><strong>Registered Office Street Address</strong></td>
<td>2150 WEST 18TH STREET, SUITE 300 HOUSTON, TX 77008</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 10-09-1997
Sales and use tax, as of 10-09-1997
   (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: 17605492408

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For information concerning sales taxpayer permit status, please use the vendor search we provide online.

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Our publications and other helpful information are available on our website. If you need more information, write to us at exempt.orgs@cpa.texas.gov, or call us at (800) 252-5555.
**Texas Secretary of State**

**Rolando B. Pablos**

**Business Organizations**  |  **Trademarks**  |  **Notary**  |  **Account**  |  **Help/Fees**  |  **Briefcase**  |  **Logout**
--- | --- | --- | --- | --- | --- | ---

**Business Organizations Inquiry - View Entity**

- **Filing Number:** 146386701
- **Original Date of Filing:** October 9, 1997
- **Formation Date:** N/A
- **Tax ID:** 17605492408
- **Duration:** Perpetual
- **Name:** HOUSTON AREA COMMUNITY SERVICES, INC.
- **Address:** 2150 W 18TH ST STE 300, HOUSTON, TX 77008-1289 USA
- **Entity Type:** Domestic Nonprofit Corporation
- **Entity Status:** In existence
- **Non-Profit Type:** N/A
- **FEIN:**

**Registered Agent**

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Joe C. Fuentes Jr</td>
<td>2150 West 18th Street, Suite 300&lt;br&gt;Houston, TX 77008-5200 USA</td>
</tr>
</tbody>
</table>
### 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].

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td><strong>1. Environmental Site Assessment (ESA) (All Multifamily Applications)</strong></td>
<td></td>
</tr>
<tr>
<td>Prepared by: SKA Consulting LP</td>
<td>Date of Report: 2/8/2018</td>
</tr>
<tr>
<td>X</td>
<td>Report recommends further studies or establishes environmental hazards that currently exist on the Property or off-site with the potential to affect the Property.</td>
</tr>
<tr>
<td>X</td>
<td>If the above box is checked, a statement is provided behind this tab signed by the Development Owner, that certifies the Development Owner will comply with any and all recommendations made by the ESA preparer.</td>
</tr>
<tr>
<td></td>
<td>Development is funded by USDA and is not required to supply an ESA.</td>
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<tr>
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</thead>
<tbody>
<tr>
<td><strong>2. Environmental Clearance (Section 811 PRA and Direct Loan applications only)</strong></td>
<td></td>
</tr>
<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></td>
<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>
</tr>
<tr>
<td></td>
<td>Applicant has submitted an environmental packet to TDHCA and determination is pending.</td>
</tr>
<tr>
<td></td>
<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>
</tr>
<tr>
<td></td>
<td>MFDL Development has already received Environmental Clearance from HUD under 24 CFR Parts 50 or 58.</td>
</tr>
<tr>
<td></td>
<td>Documentation of HUD Environmental Clearance is included behind this tab.</td>
</tr>
<tr>
<td></td>
<td>Applicant has submitted an environmental packet to TDHCA and clearance is pending.</td>
</tr>
<tr>
<td></td>
<td>Applicant has reviewed the environmental clearance materials available on the Department’s website and understands that clearance must be received prior to closing on the loan. <a href="http://www.tdhca.state.tx.us/program-services/environmental/index.htm">http://www.tdhca.state.tx.us/program-services/environmental/index.htm</a></td>
</tr>
<tr>
<td>X</td>
<td>A Third Party will aid in the completion of the environmental clearance process. If checked, complete the following:</td>
</tr>
<tr>
<td>Name of Firm:</td>
<td>SKA Consulting, L.P.</td>
</tr>
<tr>
<td>Contact Person:</td>
<td>Darrell R. Maudlin, P.G.</td>
</tr>
<tr>
<td>Contact Telephone:</td>
<td>(832) 255-5565 Email: <a href="mailto:darrell.maudlin@skaconsulting.com">darrell.maudlin@skaconsulting.com</a></td>
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</thead>
<tbody>
<tr>
<td><strong>3. Primary Market Area Map</strong></td>
<td></td>
</tr>
<tr>
<td>X</td>
<td>Primary Market Area (PMA) map with definition of PMA is included behind this tab.</td>
</tr>
<tr>
<td>Prepared by: Affordable Housing Analyst</td>
<td>Date of Report: 2/14/2018</td>
</tr>
</tbody>
</table>

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td><strong>4. Property Condition Assessment (PCA)</strong></td>
<td></td>
</tr>
<tr>
<td>Prepared by: N/A</td>
<td>Date of Report:</td>
</tr>
</tbody>
</table>
5. **Appraisal**

Prepared by: N/A  
Date of Report: 

6. **Site Design and Development Feasibility Report**

Prepared by: Brown & Gay  
Date of Report: 18-Feb
February 9, 2018

Texas Department of Housing and Community Affairs
PO Box 13941
Austin, Texas 78711-3941

RE: 2222 Cleburne (18243) 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 owner that additional assessments identified in the report will be performed prior to closing.

Sincerely,

2222 Cleburne, LP
By: 2222 Cleburne GP, LLC, general partner
By: Montrose Counseling Center, Inc., general partner

By: Ann J. Robison, PhD
Executive Director
Geographies Selected:

<table>
<thead>
<tr>
<th>Geocode/ ID</th>
<th>State</th>
<th>County</th>
<th>MCD</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 48201312000</td>
<td>Texas</td>
<td>Harris County</td>
<td>Houston CCD</td>
</tr>
<tr>
<td>2 48201312100</td>
<td>Texas</td>
<td>Harris County</td>
<td>Houston CCD</td>
</tr>
<tr>
<td>3 48201312200</td>
<td>Texas</td>
<td>Harris County</td>
<td>Houston CCD</td>
</tr>
<tr>
<td>4 48201312300</td>
<td>Texas</td>
<td>Harris County</td>
<td>Houston CCD</td>
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<tr>
<td>5 48201312400</td>
<td>Texas</td>
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<td>6 48201312500</td>
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<td>7 48201312600</td>
<td>Texas</td>
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<td>Houston CCD</td>
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<tr>
<td>8 48201312700</td>
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<tr>
<td>9 48201312800</td>
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<td>11 48201313000</td>
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<tr>
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<td>Texas</td>
<td>Harris County</td>
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</tr>
<tr>
<td>14 48201313300</td>
<td>Texas</td>
<td>Harris County</td>
<td>Houston CCD</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.

- Architectural Drawings: The Accessible Units listed on the tables of the floor plans and the Accessible Units indicated on the drawings do not match. Please make appropriate corrections. The drawings, tables, and Accessible Calculation forms should all match.

- There are more Mobility units than accessible parking. Make appropriate corrections.

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 Wednesday, May 23, 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

May 21, 2018

Nicole Fisher
Multifamily Finance Housing Specialist
Texas Department of Housing and Community Affairs
221 E. 11th Street
Austin, Texas 78701

Re: TDHCA No. 18243 – 2222 Cleburne

Dear Nicole

The following is in response to your Administrative Deficiency Notice dated 05/16/18 for information in connection with your Eligibility/Selection/Threshold review of the above-described application.

1. Architectural Drawings: The Accessible Units listed on the tables of the floor plans and the Accessible Units indicated on the drawings do not match. Please make appropriate corrections. The drawings, tables, and Accessible Calculation forms should all match.

   **Response:** Attached please find revised Sheet SD-05 (Floor Plan).

2. There are more Mobility units than accessible parking. Make appropriate corrections.

   **Response:** Attached please find revised Sheet SD-02 (Site Plan).

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,

[Signature]
Donna Rickenbacker

cc: Ann Robison (Via Email)
    Stephan Fairfield (Via Email)
    Jamie Rickenbacker (Via Email)
BUILDING 1: MATRIX INFORMATION:

<table>
<thead>
<tr>
<th>TYPE</th>
<th>COLOR KEY</th>
<th>AC NRSF</th>
<th>INDOOR/PATIO SQ.FT.</th>
<th>TOTAL SQ.FT.</th>
<th>TOTAL UNITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 BEDROOM TYPE 1B</td>
<td></td>
<td>677 NRSF</td>
<td>686 / 62 SQ.FT.</td>
<td>768 SQ.FT.</td>
<td>46</td>
</tr>
<tr>
<td>1 BEDROOM TYPE 1B</td>
<td></td>
<td>796 NRSF</td>
<td>877 / 74 SQ.FT.</td>
<td>961 SQ.FT.</td>
<td>12</td>
</tr>
<tr>
<td>1 BEDROOM TYPE 1B</td>
<td></td>
<td>687 NRSF</td>
<td>686 / 62 SQ.FT.</td>
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<td>10</td>
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<tr>
<td>1 BEDROOM TYPE 1B</td>
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<td>813 NRSF</td>
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<td>915 SQ.FT.</td>
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<tr>
<td>2 BEDROOM TYPE 1B</td>
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<td>1,136 NRSF</td>
<td>1,145 / 89 SQ.FT.</td>
<td>1,234 SQ.FT.</td>
<td>8</td>
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<tr>
<td>2 BEDROOM TYPE 2B C</td>
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<td>1,004 NRSF</td>
<td>1,101 / 112 SQ.FT.</td>
<td>1,213 SQ.FT.</td>
<td>20</td>
</tr>
</tbody>
</table>

LEVEL 1

BUILDING 1: NET RENTABLE AREA (NRSF): 23,014 SQ.FT.
TOTAL BALCONY PATIO AREA: 2,419 SQ.FT.
CORRIDORS: 4,372 SQ.FT.
OTHER SUPPORT AREAS: 4,972 SQ.FT.
SUB TOTAL: 34,776 SQ.FT.

BUILDING 2: COMMUNITY CENTER
CORRIDORS (REFERENCE SD-06 FOR BREAKDOWN)

TOTAL GROSS BUILDING AREA: 42,061 SQ.FT.

LEVEL 2

BUILDING 1: NET RENTABLE AREA (NRSF): 23,014 SQ.FT.
TOTAL BALCONY PATIO AREA: 2,419 SQ.FT.
CORRIDORS: 4,372 SQ.FT.
OTHER SUPPORT AREAS: 4,972 SQ.FT.
SUB TOTAL: 34,776 SQ.FT.

BUILDING 2: COMMUNITY CENTER
CORRIDORS: 6,682 SQ.FT.
OTHER SUPPORT AREAS (REFERENCE SD-06 FOR BREAKDOWN)

TOTAL GROSS BUILDING AREA: 40,017 SQ.FT.

LEVELS 3 & 4

BUILDING 1: NET RENTABLE AREA (NRSF): 23,014 SQ.FT.
TOTAL BALCONY PATIO AREA: 2,419 SQ.FT.
CORRIDORS: 4,372 SQ.FT.
OTHER SUPPORT AREAS: 4,972 SQ.FT.
SUB TOTAL: 34,776 SQ.FT.

BUILDING 2: COMMUNITY CENTER
CORRIDORS: 5,060 SQ.FT.
OTHER SUPPORT AREAS (REFERENCE SD-06 FOR BREAKDOWN)

TOTAL GROSS BUILDING AREA: 34,776 SQ.FT.

OVERALL GROSS BUILDING AREA: 40,017 SQ.FT.

OVERALL SITE PLAN

2222 CLEBURNE SENIOR HOUSING
THE MONTROSE CENTER
HOUSTON TX

SD-02

02/22/2018

PROJECT SITE INFORMATION:

1. SITE SIZE: 2,013 ACRES
2. FLOOD PLAN: NO FLOOD PLAN WITHIN THE LIMITS OF THIS PROPERTY
3. DETENTION APPROX. 15,300 SF OF UNDERGROUND DETENTION IS REQUIRED
4. PARKING REQUIREMENTS
   - RETIREMENT COMMUNITY: 2 1/2 PARKING SPACE DESIGNED PER UNIT
   - HEALTH CLINIC: 1 PARKING SPACE DESIGNED PER UNIT
   - 1 PARKING SPACE PER 1,000 SF OF GP AREA
5. ACCESSIBLE PARKING: 16 UNITS (2 PER BUILDING)
6. RETIREMENT COMMUNITY: 2 1/2 PARKING SPACE DESIGNED PER UNIT
   - HEATH CLINIC: 1 PARKING SPACE DESIGNED PER UNIT
   - OFFICE: 1 PARKING SPACE DESIGNED PER 1,000 SF OF GP AREA
   - 1 PARKING SPACE REQUIRED PER BUILDING SIZE

GENERAL BUILDING INFORMATION:

6. ACTUAL SERS FLOOR AREA MODIFICATION
7. CONSTRUCTION TYPE NA
   - TYPE VA (SA), SPANCO NRSF (1) INCLUDING ALL ATTIC SPACE
8. BUILDING FIRE RESISTIVE REQUIREMENTS FOR CONSTRUCTION TYPE VA (SA)
   - SEE TABLE B1 - B2-2012

BUILDING ELEMENTS

RATING (HOURS)
- PRIMARY STRUCTURAL FRAMING
- 2 HOURS
- SECONDARY STRUCTURAL FRAMING
- 1 HOURS
- NON-BEARING WALLS
- 0 HOURS
- INTERIOR WALL SEPARATION (111.12)
- 1 HOURS
- CORRIDORS
- 1 HOURS
- FG BLDG TO ASSEMBLY SEPARATION
- 1 HOURS
- FLOOR SEPARATION WALL (171.12)
- 1 HOURS

"NOTE: ALL BEDROOMS, LIVING ROOMS AND CORRIDORS TO RECEIVE SMOKE ALARMS"

6. NUMBER OF ACCESSIBLE UNITS REQUIRRED IN APARTMENT AREA: 6 PROVIDED
10. NUMBER OF ACCESSIBLE UNITS REQUIRED WITH HEARING & VISION FEATURES: 3 PROVIDED

RANGE OF UNITS PROVIDED | MINIMUM # OF UNITS REQUIRED | MAXIMUM # OF UNITS REQUIRED | TOTAL # OF UNITS PROVIDED
2 TO 36 | 112 | 112 | 6

RANGE OF UNITS PROVIDED | MINIMUM # OF UNITS REQUIRED WITH ROLL IN SHOWERS | TOTAL # OF UNITS PROVIDED | MAXIMUM # OF UNITS REQUIRED WITH ROLL IN SHOWERS
2 TO 36 | 112 | 112 | 6
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. Concerted Revitalization Plan: Without providing additional documentation, clarify the parts of the submitted plan that fulfill the requirements of §11.9(d)(7) as they are not denoted. Please identify the page(s) within the plan that best fulfill the requirements listed below.
   - Documentation that the target area was once vital but lapsed into a situation requiring concerted revitalization.

2. Site Information Form Part III: Part 1 of the form includes acreage stated for an Appraisal. Please clarify whether an Appraisal is to be submitted or revise the form.

3. Development Narrative: The site plan indicates a health clinic. Please confirm that the proposed development will not violate §10.101(b)(1) of the Uniform Multifamily Rules by providing continual or frequent nursing, medical, or psychiatric services.

4. Building/Unit Configuration Form: The number of proposed parking spaces stated on the site plan does not agree with the Building/Unit Configuration Form. Please clarify which is correct and revise the appropriate exhibit so that all documents are consistent.

5. Accessibility: Please confirm whether accessible units are located on each floor as indicated by the floor plans.

6. Site Plan: The accessible parking worksheet indicates there are five accessible parking spaces, however, I only find four accessible spaces on the site plan. Please clarify the discrepancy.

7. Accessible Parking: Confirm that local code allows .75 spaces per unit.

8. Commitment Letter: The commitment letter from Capital One indicates that it must be countersigned or it will become null and void. Please confirm that the commitment was signed.

9. List of Nonprofit Organization Board Members, Directors, and Officers: Please confirm that Gary Woods is the same person as Gary Wood.
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 April 9, 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.
Via Serv-U Portal

April 6, 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. 18243 - 2222 Cleburne

Dear Liz,

The following is in response to your Administrative Deficiency Notice dated 04/02/18 for information in connection with your Eligibility/Selection/Threshold review of the above-described application.

1. Concerted Revitalization Plan: Without providing additional documentation, clarify the parts of the submitted plan that fulfill the requirements of §11.9(d)(7) as they are not denoted. Please identify the page(s) within the plan that best fulfill the requirements listed below.

   • Documentation that the target area was once vital but lapsed into a situation requiring concerted revitalization.

   Response: Attached please find Section 1 of Ordinance No. 97-478 made a part of the Application that, in part, describes the City of Houston’s findings for creating the TIRZ. I have highlighted section that reflect how the TIRZ area has lapsed into a situation requiring revitalization.

2. Site Information Form Part III: Part 1 of the form includes acreage stated for an Appraisal. Please clarify whether an Appraisal is to be submitted or revise the form.

   Response: Attached please find Tab 11-Site Info. Part III revised to remove reference to acreage on the Appraisal line.

3. Development Narrative: The site plan indicates a health clinic. Please confirm that the proposed development will not violate §10.101(b)(1) of the Uniform Multifamily Rules by providing continual or frequent nursing, medical, or psychiatric services.
Response: Attached please find a response letter from Ann Robison, Executive Director of the Montrose Center.

4. Building/Unit Configuration Form: The number of proposed parking spaces stated on the site plan does not agree with the Building/Unit Configuration Form. Please clarify which is correct and revise the appropriate exhibit so that all documents are consistent.

Response: 99 parking spaces is correct. Attached is the updated Tab 23-Specifications and Building/Unit Type Configuration.

5. Accessibility: Please confirm whether accessible units are located on each floor as indicated by the floor plans.

Response: Based on our conversation, you clarified that the accessible units that you are referring to are the ADA visual/hearing units. This is correct, visual/hearing accessible units are available on each floor. Attached please find relevant sheets from the Architectural drawings made a part of the application.

6. Site Plan: The accessible parking worksheet indicates there are five accessible parking spaces, however, I only find four accessible spaces on the site plan. Please clarify the discrepancy.

Response: Attached please find the revised site plan denoting the missing ADA parking label.

7. Accessible Parking: Confirm that local code allows .75 spaces per unit.

Response: Attached please find the parking requirements of the City of Houston relating to elderly communities.

8. Commitment Letter: The commitment letter from Capital One indicates that it must be countersigned or it will become null and void. Please confirm that the commitment was signed.

Response: Attached please find the signed commitment letter.

9. List of Nonprofit Organization Board Members, Directors, and Officers: Please confirm that Gary Woods is the same person as Gary Wood.

Response: The name is Gary Wood. Please see attached revised Tab 40 – Non Profit Participation.
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: Ann Robison (Via Email)
    Stephan Fairfield (Via Email)
City of Houston, Texas, Ordinance No. 97-478

AN ORDINANCE DESIGNATING A CONTIGUOUS GEOGRAPHIC AREA WITHIN THE CITY OF HOUSTON (OLD SPANISH TRAIL/ALMEDA CORRIDORS AREA) AS REINVESTMENT ZONE NUMBER SEVEN, CITY OF HOUSTON, TEXAS; CREATING A BOARD OF DIRECTORS FOR SUCH ZONE; CONTAINING FINDINGS AND PROVISIONS RELATED TO THE FOREGOING SUBJECT; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY.

* * * * * * *

WHEREAS, pursuant to Chapter 311 of the Texas Tax Code, the City may designate a contiguous geographic area within the City as a reinvestment zone if the area satisfies the requirements of certain sections of Chapter 311 of the Texas Tax Code; and

WHEREAS, the City has prepared a preliminary reinvestment zone financing plan, which provides that City of Houston ad valorem taxes are to be deposited into the tax increment fund, and that taxes of other taxing units may be utilized in the financing of the proposed zone; and

WHEREAS, the City provided notice to other taxing units levying taxes on property within the proposed zone of the public hearing on the creation of the proposed zone; and

WHEREAS, a notice of the May 7, 1997, public hearing on the creation of the proposed zone was published on April 30, 1997, in the Houston Chronicle, a newspaper of general circulation in the City; and
WHEREAS, the total appraised value of real property taxable by the Houston Independent School District, within those boundaries the proposed zone is located, is approximately $40,193,783,000; and

WHEREAS, the total area within the proposed zone is approximately 455 acres, excluding property that is publicly owned; and

WHEREAS, less than ten percent of the property in the proposed zone, excluding property that is publicly owned, is used for residential purposes, as that term is defined in Section 311.006(d) of the Texas Tax Code; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HOUSTON, TEXAS:

Section 1. Findings

(a) That the facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct and are adopted as part of this Ordinance for all purposes.

(b) That the City Council further finds and declares that the proposed improvements in the zone will significantly enhance the value of all the taxable real property in the proposed zone and will be of general benefit to the City.

(c) That the City Council finds that the proposed zone meets the criteria of Section 311.005 of the Texas Tax Code because the proposed zone is an area that substantially impairs or arrests the sound growth of the City, retards the provision of housing accommodations;
constitutes an economic and social liability and is a menace to the public health, safety, morals and welfare in its present condition and use because of the presence of:

(1) a substantial number of substandard, slum, deteriorated or deteriorating structures;
(2) the predominance of defective or inadequate sidewalk and street layout;
(3) faulty lot layout in relation to size, adequacy, accessibility, or usefulness;
(4) unsanitary or unsafe conditions;
(5) the deterioration of site or other improvements;
(6) tax or special assessment delinquency exceeding the fair value of the land;
(7) defective or unusual conditions of title; or
(8) the existence of conditions that endanger life or property by fire or other cause; and

(d) That City Council further finds and declares that the proposed zone meets the criteria of Section 311.005 of the Texas Tax Code because the area is predominantly open and, because of obsolete platting, deteriorating structures or site improvements and other factors, substantially impairs or arrests the sound growth of the municipality; and

(e) That the City Council, pursuant to the requirements of Chapter 311, Texas Tax Code, further finds and declares:

(1) That the proposed zone is a contiguous geographic area located wholly within the corporate limits of the City of Houston;
1. **Site Acreage**  
Please identify site acreage as listed in each of the following exhibits/documents.  

<table>
<thead>
<tr>
<th>Site Control</th>
<th>Site Plan</th>
<th>Appraisal</th>
<th>ESA</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.87</td>
<td>2.87</td>
<td></td>
<td>2.87</td>
</tr>
</tbody>
</table>

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

2. **Site Control - §10.204(10)**  
The current owner of the Development Site is (If scattered site & more than one owner refer to Tab 13):  

<table>
<thead>
<tr>
<th>Entity Name</th>
<th>Contact Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Midtown Redevelopment Authority</td>
<td>Matt Thibodeaux, ED</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>410 Pierce St., Ste. 355</td>
<td>Houston</td>
<td>TX</td>
<td>77002</td>
<td>10/19/2005</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>Midway Redevelopment Authority</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.  
- [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?  
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)**

- 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: 

---
April 6, 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. 18243-2222  Cleburne

Dear Ms. Cline-Rew,

In connection with your Administrative Deficiency Notice of 4/2/18, please let this letter serve as our answer to your question regarding the health clinic shown on the site plan.

We confirm that the proposed “health clinic” shown on the architectural drawings will not violate Section 10.101(b)(1) of the Rules. The clinic area in the clubhouse is intended to serve as an area for intermittent general medical checkups for the residents by visiting practitioners. It will not be staffed full time. The partnership is not deriving rental revenue from these residential services and the space is not included in eligible basis.

It is also important to note that the residents are not obligated to accept or use the services provided in the clinic.

Please feel free to contact us if you have any additional questions regarding this matter.

Sincerely,

[Signature]

Ann J. Robison, PhD  
Executive Director

cc: Stephanie Fairfield
### 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.

#### Building Configuration (Check all that apply):
- Single Family Construction
- SRO
- Transitional (per §42(i)(3)(B))
- Duplex
- Scattered Site
- Fourplex
- X > 4 Units Per Building
- Townhome

Development will have:
- X Fire Sprinklers
- X Elevators
- 2 # of Elevators
- 2500 Wt. Capacity

<table>
<thead>
<tr>
<th>Free</th>
<th>Paid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shed or Flat Roof Carport Spaces</td>
<td>Attached Garage Spaces</td>
</tr>
<tr>
<td>Detached Garage Spaces</td>
<td>Structured Parking Garage Spaces</td>
</tr>
</tbody>
</table>

#### Number of Parking Spaces (consistent with Architectural Drawings):
- Free
- Paid

#### Floor Composition/Wall Height:
- 100 % Carpet/Vinyl/Resilient Flooring
- Ceiling Height
- % Ceramic Tile
- Upper Floor(s) Ceiling Height (Townhome Only)
- % Other

Describe:

<table>
<thead>
<tr>
<th>Building Label</th>
<th>Number of Stories</th>
<th>Number of Buildings</th>
<th>Total # of Residential Buildings</th>
<th>Total Sq Ft for Unit Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>32,496</td>
</tr>
<tr>
<td>1BC</td>
<td>1</td>
<td>1</td>
<td>12</td>
<td>9,432</td>
</tr>
<tr>
<td>1BC.2</td>
<td>1</td>
<td>1</td>
<td>16</td>
<td>12,688</td>
</tr>
<tr>
<td>1BC.3</td>
<td>1</td>
<td>1</td>
<td>4</td>
<td>3,220</td>
</tr>
<tr>
<td>1BC.4</td>
<td>1</td>
<td>1</td>
<td>4</td>
<td>3,252</td>
</tr>
<tr>
<td>2BC</td>
<td>2</td>
<td>2</td>
<td>20</td>
<td>21,880</td>
</tr>
</tbody>
</table>

#### Supportive Housing Applicants Only
- Enter the total development common area from the architect's plans:
  - Ensure that this number matches your architectural drawings.
  - The additional square footage allowed for Supportive Housing per 11.9(e)(2) is: 5,800
  - The lesser of these two numbers added to NRA: Use this number to figure points under 11.9(e)(2) 92,056

If a revised form is submitted, date of submission:
### Project Site Information:

1. **Site Size:** 2.625 Acres
2. **Flood Plain:** No flood plain within the limits of this property
3. **Zoning:** Approx. 20% SF of unobstructed open space is required
4. **Parking Requirements:**
   - **Private Community:** 50% of parking spaces in a building are required to be accessible by an elevator.
   - **Public Parking:** 1 space per 40 SF of GSA
   - **Accessible Parking:** 7 spaces required
5. **RETAIL COMMUNITY:**
   - **Parking Spaces Required:** 1 space per 40 SF of GSA
   - **Spaces Required:** 7 spaces required
   - **Total:** 21 parking spaces required
6. **Office:**
   - **Parking Spaces Required:** 1 space per 40 SF of GSA
   - **Total:** 21 parking spaces required
   - **Total Number of Site Parking Spaces Provided:** 95 parking spaces

### Building Information:

#### Building 1:
- **Type:** 1 Bedroom
- **Square Footage:**
  - 1 Bedroom Type 1B: 677 SF
  - 1 Bedroom Type 1C: 786 SF
  - 1 Bedroom Type 1C.2: 789 SF
  - 1 Bedroom Type 1C.3: 809 SF
  - 1 Bedroom Type 1C.4: 814 SF
  - 2 Bedroom Type 2B: 1,136 SF
  - 2 Bedroom Type 2B.2: 1,094 SF
- **Total:** 112 Units

#### Level 1:
- **Building 1:**
  - **Total Net Rentable Area (NRA):** 23,014 SF
  - **Total Balcony Patio Area:** 2,416 SF
  - **Corridors:** 2,372 SF
  - **Other Support Areas:** 4,972 SF
  - **Sub Total:** 34,776 SF
- **Building 2:**
  - **Community Center (Reference SD-06 for Breakdown):**
    - **MNR:** 6,662 SF
    - **Corridors:** 730 SF
  - **Sub Total:** 7,392 SF
- **Total Gross Building Area:** 42,061 SF

#### Level 2:
- **Building 1:**
  - **Total Net Rentable Area (NRA):** 23,014 SF
  - **Total Balcony Patio Area:** 2,416 SF
  - **Corridors:** 2,372 SF
  - **Other Support Areas:** 4,972 SF
  - **Sub Total:** 34,776 SF
- **Building 2:**
  - **Community Center (Reference SD-06 for Breakdown):**
    - **MNR:** 5,080 SF
    - **Corridors:** 791 SF
  - **Sub Total:** 5,871 SF
- **Total Gross Building Area:** 40,617 SF

### Overall Site Plan:
- **Total Gross Building Area:** 40,617 SF
- **OVERALL TOTAL:** 150,786 SF

---

**Note:** All bedrooms, living rooms, and corridors to receive smoke alarms.
### Article VIII - Off-Street Parking and Loading

#### Division 2 - Requirements for Parking Spaces and Bicycle Spaces

<table>
<thead>
<tr>
<th>Use Classification</th>
<th>Required Parking Spaces</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Hospital</td>
<td>2.2 parking spaces per bed</td>
</tr>
<tr>
<td>b. Shopping centers with certain use classifications</td>
<td>1.0 parking space per sales employee</td>
</tr>
</tbody>
</table>
| c. Special residential  
  (with kitchen facilities)                 | 0.3 parking spaces per sleeping room, plus 1.0 parking space per employee on largest shift |
| d. Retirement community  
  (with kitchen facilities)                 | 0.75 parking spaces per dwelling unit, plus 1.0 parking space per employee on largest shift |
| e. Retirement community  
  (without kitchen facilities)             | 1.0 parking space for every 6 beds, plus 1.0 parking space per employee on largest shift |
| f. Hotel or motel                          | 1.0 parking space for each sleeping room up and including 250 rooms:  
                                                      0.75 parking spaces for each sleeping room from 251 rooms to 500 rooms:  
                                                      0.50 parking spaces for each sleeping room in excess of 500 rooms |
| Class 3. Health Care Facilities:          |                          |
| a. Hospital                                | 2.2 parking spaces for each bed |
Responsible party means the property owner or his or her designated agent, landlord, tenant, holder of certificate of occupancy, management entity, or other person or entity to which this article applies who is responsible for complying with certain ongoing duties and responsibilities of a person or entity to which this article applies regardless of whether they are an applicant requesting a building permit, development plat, site plan review, review of a shared parking agreement, memorandum of lease, designation of a special parking area, or other provision of this article.

Restaurant means a building that contains facilities for the preparation of food or drinks to serve to customers including, but not limited to, coffee shops, cafeterias, concession stands, clubs that provide food service, including veterans’ clubs that give or offer food for sale to the general public.

Retail store means a building that contains facilities for the retail sale or rental of goods or merchandise including, but not limited to, clothing stores, discount stores, household goods stores, office supply stores, drugstores, and bookstores.

Retirement community (with kitchen facilities) means a building that contains two or more individual dwelling units with individual kitchen facilities that are specifically designed and restricted in use for the needs of persons over 55 years of age.

Retirement community (without kitchen facilities) means a building that contains two or more individual dwelling units without individual kitchen facilities that are specifically designed and restricted in use for the needs of persons over 55 years of age.

Roller or ice skating rink means a building that contains facilities designed primarily for use as a roller skating or ice skating area that may include a limited seating area.

School (public, denominational or private) means a building that contains facilities operated by a public, religious, private, or other agency with a curriculum for kindergarten, elementary or secondary education.

Service station means a building that contains facilities for the sale of gasoline.
February 27, 2018

Stephan Fairfield
2222 Cleburne, LP
PO Box 15398
Houston, TX 77220

CONFIDENTIAL

Re: 2222 Cleburne Apartments, Houston, TX

Dear Stephan:

Capital One, National Association (together with its affiliates, “Capital One”) is pleased to provide you with its proposal as outlined in the attached summary of terms and conditions (this letter together with the exhibits attached hereto, the “Proposal”) to provide financing for your proposed development, 2222 Cleburne Apartments (the “Development”).

This Proposal contains an outline of suggested terms only, and it does not represent a commitment by Capital One or create any obligation whatsoever on Capital One’s part. It is for discussion purposes only, and the outlined terms have not received final approval by the appropriate Capital One lending authorities. This Proposal replaces and voids any and all previous financing proposals by Capital One for the Development.

Based on the information you have provided, the Development appears feasible, and Capital One is willing to begin due diligence on the following terms.

The proposed terms and conditions below (including capitalized terms in **bold**) are supplemented by those set forth in Exhibit A hereto.

BORROWER: 2222 Cleburne, LP

**TYPE and PURPOSE of LOANS:** The **Construction Loan** is a non-revolving multiple-draw loan advanced to finance a portion of the **Property Improvements** and to bridge the LIHTC equity pay-ins or other subordinated financing. Closing of the Construction Loan will be subject to satisfaction of the conditions set forth in Exhibit B.

Advances under the **Construction Loan** will be made no more frequently than monthly, with the funding based upon the percentage-of-completion for actual work-in-place as approved by Capital One and its construction consultant. Retainage will be withheld on each advance and the terms of the construction contract between the Borrower and the Development’s general contractor (the “**General Contractor**”) must be acceptable to Capital One. **Retainage Terms** with the General Contractor to be approved by Capital One. Funds will be deposited into the Borrower’s construction account held at Capital One. If requested, funds may be wired from that account; however, scheduled wire charges may apply.
The **Permalink Loan** will be provided by Capital One in the form of a single-draw amortizing term loan. Certain amounts outstanding under the Construction Loan will be converted to the Permanent Loan (the “Conversion”) at the end of the construction phase, subject to satisfaction of the conditions set forth in Exhibit C. Borrower may pay down the permanent loan balance up to 20% without penalty prior to conversion. For any paydown over 20%, then the **Prepayment Premium** is charged.

**COLLATERAL; ETC.**: First lien deed of trust/mortgage on the **Borrower**’s interest in real property and improvements (whether fee simple or leasehold). Assignments and/or first lien security interest in rents and leases, general partner/managing member’s interest, low income housing tax credits, construction contract, architect’s contract, management contract, development agreement, social service contract (if any), FF&E and all accounts including escrow, reserve, and operating accounts.

The **Construction Loan** and **Permanent Loan** will become due upon sale of, or refinance of any debt incurred in respect of, the **Project property** or **Property Improvements**.

**AFFORDABILITY RESTRICTIONS**: The Development will be affordable to tenants under the **Affordability Restrictions** and may include any **Operating Subsidies** awarded to the **Borrower**.

**AMOUNT OF LOANS**: The maximum amount of the **Construction Loan** (during the construction phase) shall be the lesser of:

- The **Construction Loan** amount set forth on Exhibit A
- Up to 80% of the sum of the value of the property including the as completed and stabilized value including rent restrictions, inclusive of property tax abatement (if applicable) and the value of the tax credits at the lesser of appraised value or the accepted purchase price of such tax credits.

The maximum amount of the **Permanent Loan** (during the permanent phase) shall be the least of:

- The **Permanent Loan** amount set forth on Exhibit A
- The **Permanent Loan to Value** of the as completed and stabilized appraised value (including rent restrictions)
- An amount that would be supported by Development cash flow on the **Debt Service Coverage Ratio** in the reasonable determination of Capital One

**LOAN FEES**: The **Construction Loan Origination Fee** on the full amount of the Construction Loan and the **Permanent Loan Origination Fee** on the full amount of the Permanent Loan. All such fees are due at the closing of the Construction Loan and are nonrefundable.

If the Borrower terminates the commitment for the Permanent Loan, then Borrower will be assessed an exit fee of 5% of the full amount of the Permanent Loan commitment; provided that if the Borrower terminates the commitment for the Permanent Loan in conjunction with a refinancing by Capital One Multifamily Finance, then Borrower will be charged the lesser of the 5% exit fee or breakage costs.

**CONSTRUCTION LOAN INTEREST RATE and PAYMENTS**: Rates quoted are predicated on the assumption that all operating accounts, construction accounts, reserve accounts and any other deposit accounts of the Borrower and the Development, including escrow accounts, will be maintained with Capital One for the entire period that the Construction Loan is outstanding. If circumstances are such that this cannot be achieved, pricing may vary.
For the Construction Loan, the rate will be determined using Construction Loan Spread plus an Index which will re-price monthly. Indicative loan pricing for today’s date can be found in Exhibit A. For underwriting purposes, the interest reserve will be sized assuming a Construction Minimum Rate.

During construction, interest only payments will be due monthly. Interest shall be calculated utilizing a 360-day basis for the actual number of days that principal is outstanding.

CONSTRUCTION LOAN TERM and EXTENSION: The Construction Loan Term is inclusive of the Construction Completion Date, which shall not be extended more than 60 days due to force majeure and, in any event, shall not be extended beyond the placed in service date. Construction shall commence no later than 30 days of the Anticipated Closing Date.

As outlined in Exhibit A, a one-time extension of 6 months is allowed based on the amount of the Construction Loan extended, including unfunded amounts that will remain available after extension. An Extension Period may be authorized subject to satisfaction of conditions including, but not limited to:

- compliance with all placed in service requirements of the Texas Department of Housing and Community Affairs
- lien free completion
- adequate interest reserve
- all scheduled equity due at that point having been funded
- receipt of extension for all additional financing sources as necessary
- no event of default in any documents governing any credit facility, subordinate debt, grant, equity or other binding agreements governing the borrower, Development or guarantor
- Extension Period Physical Occupancy
- Extension Debt Service Coverage Ratio
- Extension Fee payment

Additional extension criteria may be added upon changes in the financing structure and/or receipt of the loan/equity documents for other lenders/financing partners. If the extension is exercised, the Borrower will pay any and all reasonable costs related to the extension, including cost for an updated appraisal, if required.

PERMANENT LOAN TERM, RATE and PREPAYMENT: The Permanent Loan Term and the Permanent Loan Amortization are set forth in Exhibit A.

An indicative Permanent Loan Rate quoted as of today’s date is set forth in Exhibit A. The Permanent Loan Rate is subject to change based on market conditions and Capital One will underwrite and size the Permanent Loan assuming a Minimum Permanent Loan Rate, until the permanent commitment is rate locked. Rate lock is subject to Capital One’s approval and a rate lock agreement may be required. A non-refundable Rate Lock Fee will be due at the closing of the Construction Loan.

Prepayment of the Permanent Loan is permitted during the term of the Permanent Loan, subject to Prepayment Premium calculated as the greater of 1% of the outstanding Permanent Loan balance or using Fannie Mae’s yield maintenance formula.

GUARANTIES: Capital One will have full recourse to the Borrower, as well as a payment and performance guaranty from (i) the general partner/managing member of the Borrower and (ii) each Guarantor listed on Exhibit A which shall be satisfactory to Capital One following
due diligence (collectively, the “Guarantor Parties”) with respect to the Construction Loan. The Guarantor Parties may be subject to Additional Covenants. In addition, Lien Free Completion Guaranties will be required from the parties listed on Exhibit A. These guaranties will include post-Conversion carve outs which are customary for transactions of this type.

The Borrower and the Guarantor Parties will jointly and severally provide environmental indemnification which shall survive the Conversion.

**EQUITY:** Total LIHTC Contribution will come from the sale of tax credits. Equity terms must be acceptable to Capital One and are subject to credit approval.

Except for certain costs approved by Capital One to be paid at closing of the Construction Loan from the proceeds of equity, the equity investor shall deposit each installment of the equity contribution amount in an account of Borrower held at and controlled by Capital One. The funds in that account will be disbursed by Capital One to: (i) pay for approved budgeted items and/or applied to the Construction Loan in accordance with the loan documents, and (ii) pay down the Construction Loan after construction completion to the amount of the Permanent Loan. Capital One will have no obligation to make an advance of the Construction Loan unless and until Capital One has disbursed any installment of equity proceeds then on deposit with Capital One (as will be more particularly provided for in the applicable loan documents).

**ADDITIONAL SOURCES OF FINANCING:** For all Additional Sources included in the financing structure, all amounts owing to the Additional Sources must remain subordinate on terms satisfactory to Capital One to the amounts outstanding under the Construction Loan or the Permanent Loan until paid in full. There will be a **Servicing Fee** to administer the Additional Sources during construction.

**CASH DEVELOPER FEE:** Cash Developer Fee payments will be subordinate to the Construction Loan and will be paid out in accordance with a schedule to be agreed during underwriting.

**CONTINGENCIES:** Capital One requires a minimum Hard Cost Contingency and Soft Cost Contingency within the budget. Should the applicable finance agency not permit the such contingencies, then a portion of Cash Developer Fee will be escrowed at closing of the Construction Loan in the amount of such contingencies less what is included in the budget. The escrowed Cash Developer Fee will be released with the completion equity installment.

**PAYMENT AND PERFORMANCE BONDS OR LETTERS OF CREDIT:** The General Contractor will provide payment and performance bonds during construction, provided by a surety with at least an AM Best rating of “A” and acceptable to Capital One in its sole discretion. However, if the General Contractor is unable to provide bonds, or uses a surety company with a lower rating, Capital One is willing to consider a letter of credit in favor of Capital One for no less than 15% of the total amount stated under the construction contract from a highly-rated issuer acceptable to Capital One in its sole discretion.

**THIRD PARTIES:** Third party firms including, but not limited to, the General Contractor, property manager, consulting engineer, and environmental consultant are subject to Capital One’s review and approval.

**NET OPERATING INCOME:** Net Operating Income will be treated as set forth on Exhibit A. All Net Operating Income will be held in a deposit account at Capital One.
EXPENSES and GOOD FAITH DEPOSIT: Underwriting, closing, and any other expenses must be reimbursed to Capital One whether or not the Construction Loan closes. Customary expenses include but are not limited to: appraisal, plan & cost review, flood search, legal fees or costs, insurance consultant review, and construction signage.

Please include a Good Faith Deposit when you return a countersigned copy of this Proposal to us. Within three weeks following the closing of the Construction Loan, the deposit will be returned provided that Capital One has confirmed all third-party costs have been paid from the closing requisition. The Good Faith Deposit should not be included as a line item in the development budget. If for any reason the Construction Loan does not close, any third party or legal costs billed to Capital One will be deducted from the deposit and any remaining portion will be refunded. Additional deposits may be required for continued underwriting and legal document drafting if current estimates exceed original estimates prior to final credit approval and closing.

PATRIOT ACT DISCLOSURE: We hereby notify you that pursuant to the requirements of the USA PATRIOT Act, Title III of Pub. L. 107-56 (signed into law on October 26, 2001) (the “PATRIOT Act”), Capital One may be required to obtain, verify and record information that identifies the Borrower and each Guarantor Party, which information includes the name, address, tax identification number and other information regarding the Borrower and each Guarantor Party that will allow Capital One to identify the Borrower and each Guarantor Party in accordance with the PATRIOT Act. This notice is given in accordance with the requirements of the PATRIOT Act.

ECOA NOTICE: The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contact); because all or part of the applicant’s income derives from any public assistance program, or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this Capital One is the Consumer Financial Protection Bureau, 1700 G Street NW, Washington DC 20552. If your application for business credit is denied, you have the right to a written statement of the specific reasons for the denial. To obtain the statement, please contact the office of Capital One listed at the top of this letter within 60 days from the date you are notified of our decision. We will send you a written statement of reasons for the denial within 30 days of receiving your request for the statement.

CONFIDENTIALITY: The contents of this Proposal may not be shared with any third party without Capital One’s prior written consent, except for potential equity and subordinated debt investors, professional advisors, management and regulatory or other governmental bodies on a need-to-know basis. All persons who are informed of the contents of this Proposal also shall be informed that such contents are confidential and cannot be disclosed without Capital One’s prior written consent.

WAIVER OF JURY TRIAL: THE PARTIES HERETO, TO THE EXTENT PERMITTED BY LAW, WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING ARISING OUT OF, IN CONNECTION WITH OR RELATING TO, THIS PROPOSAL, THE CONSTRUCTION LOAN, THE PERMANENT LOAN AND ANY OTHER TRANSACTION RELATED HERETO OR THERETO. THIS WAIVER APPLIES TO ANY ACTION, SUIT OR PROCEEDING WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE.
ACCEPTANCE; EXPIRATION: To accept this Proposal, the Proposal must be countersigned and returned to us along with the Good Faith Deposit within seven (7) business days of the date of the letter or the terms of this letter shall become null and void. Once accepted, if the closing of the Construction Loan does not occur by the Anticipated Closing Date, the terms of this Proposal shall become null and void.

Notwithstanding the foregoing, the provisions of this letter set forth under the headings "Expenses and Good Faith Deposit", "Confidentiality" and "Waiver of Jury Trial" shall survive the termination or expiration of this Proposal and shall remain in full force and effect regardless of whether the Construction Loan closes.

Thank you for the opportunity to present this Proposal to you. I look forward to your acceptance and to our developing relationship.

A preliminary review has been performed of the proposed transaction and the proposed guarantors. At this time, Capital One has no reservations with the principals of the borrower.

In order to get to a final closing on or before October 31, 2018, Capital One will need to commence its underwriting and due diligence process no later than 90 days prior to the anticipated closing. The following critical path items need to occur within the following timeframes:

- All third-party vendors (appraisal, engineering consultant, environmental, insurance) would need to be engaged by Capital One no later than June 30th.
- If borrower will provide Phase I and other environmental reports, then the reports should be received no later than June 30th.
- Third party vendors must receive all required deliverables necessary to complete their review no later than 10 days after engagement for their reports to be issued and accepted no later than August 30th.
- Market study should be received no later than July 30th.
- Legal documentation from all parties should be finalized and signed off by all parties no later than September 30th.
- Underwriting and approval will occur concurrently with the third-party reviews and drafting of legal documents. Final approval no later than October 15th provided the items noted above are completed no later than the dates outlined.
- Closing to occur on or before October 31st, subject to credit approval and satisfaction of all conditions precedent to closing outlined in Exhibit B.

Sincerely,

John Yochum
John Yochum
Senior Vice President
Capital One, National Association
Accepted and Agreed:

2222 Cleburne I GP, LLC

By: 

Name: Ann J Robinson

Title: Executive Director

Date: 2.28.18
EXHIBIT A

The terms and conditions set forth below supplement those set forth in the Proposal letter

<table>
<thead>
<tr>
<th>Borrower</th>
<th>2222 Cleburne, LP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property Improvements</td>
<td>The new construction of a 112-unit senior housing affordable development. The unit design includes one and two bedroom units within 1 4-story building and attached 2-story community building</td>
</tr>
</tbody>
</table>
| Affordability Restrictions | • 24 units restricted to 30% of AMI  
• 41 units restricted to 50% of AMI  
• 4 HOME-units restricted to 50% of AMI  
• 29 units restricted to 60% of AMI  
• 14 HOME-units restricted to 50% of AMI |
<p>| Operating Subsidies | N/A |
| Construction Loan | $12,733,000 |
| Retainage Terms | 10% retainage will be withheld on all draws until 50% completion, and the portion of retainage withheld up until that point will continue to be held until Substantial Completion. Thereafter, retainage withheld will be lowered to 5% on all remaining draws until Substantial Completion, resulting in a net aggregate retainage of 7.5% held at Substantial Completion. |
| Permanent Loan | Up to $3,200,000 |
| Permanent Loan to Value | Up to 80% |
| Debt Service Coverage Ratio | 1.15 - 1.20 subject to internal approval |
| Extension Debt Service Coverage Ratio | 1.15 - 1.20 subject to internal approval |
| Construction Loan Origination Fee | 100 Bps |
| Permanent Loan Origination Fee | 100 Bps |
| Construction to Perm Indicative Loan Interest Rate – fixed at Closing | 5.45% |
| Construction Minimum Rate | 6.00% |
| Permanent Loan Term | 15 years |
| Permanent Loan Amortization | 30 years |
| Permanent Indicative Loan Rate – fixed at closing | 5.45% |
| Minimum Permanent Loan Rate | 6.00% |
| Rate Lock Fee | 25 bps |
| Prepayment Premium | calculated as the greater of 1% of the outstanding Permanent Loan balance or using Fannie Mae’s yield maintenance formula. |
| Construction Loan Term | 30 months |
| Construction Completion Date | 19 months of the date of close |
| Extension Fee | 50 Bps |
| Extension Period | 6 months |
| Extension Period Physical Occupancy | 75% |
| Guarantor 1 | The Montrose Center |
| Guarantor 2 | N/A |
| Guarantor 3 | N/A |</p>
<table>
<thead>
<tr>
<th>Additional Covenants</th>
<th>Minimum Liquidity of $1MM and Net Worth of $5MM, may be required and subject to final underwriting and approval.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lien Free Completion Guaranties</td>
<td>General partner/managing member of the Borrower, all Guarantors and General Contractor</td>
</tr>
<tr>
<td>Total LIHTC Contribution to the Partnership</td>
<td>$13,648,635</td>
</tr>
<tr>
<td>Additional Source (Subordinate Debt)</td>
<td>$2.5 million loan from the Montrose Center; $2.5 million loan from the Montrose Center from City of Houston funds; $500 grant from the City of Houston; $790,494 in deferred developer fees</td>
</tr>
<tr>
<td>Hard Cost Contingency</td>
<td>5% of total construction contract incl. Contingency</td>
</tr>
<tr>
<td>Soft Cost Contingency</td>
<td>5% of all soft costs (less Origination Fees and Interest Reserve)</td>
</tr>
<tr>
<td>Servicing Fee</td>
<td>N/A</td>
</tr>
<tr>
<td>Total Developer Fee – to be adjusted during due diligence</td>
<td>$2,729,843</td>
</tr>
<tr>
<td>Net Operating Income</td>
<td>During the construction phase, distributions of net operating income (income after expenses) are prohibited and the Borrower will report operations and will pay interest with any net operating income prior to utilization of the interest reserve.</td>
</tr>
<tr>
<td>Good Faith Deposit</td>
<td>$20,000 has been received</td>
</tr>
<tr>
<td>Occupancy Requirements</td>
<td>92.5%</td>
</tr>
<tr>
<td>Anticipated Closing Date</td>
<td>No later than October 31, 2018. If the Anticipated Closing Date exceeds 120 days from the date of this proposal, pricing and terms may be subject to change.</td>
</tr>
</tbody>
</table>
EXHIBIT B

CONDITIONS TO CONSTRUCTION LOAN CLOSING

The conditions to closing of the Construction Loan shall be customary for transactions of this nature and appropriate for this particular transaction, including but not limited to:

1. All agreements with respect to the organization of Borrower and the equity investors shall be in form and substance satisfactory to Capital One and all equity contributions to the Borrower required at closing shall have been funded to an account at Capital One.

2. No additional debt shall be secured by the Development property other than the Additional Sources.

3. All money funded for acquisition costs prior to Conversion must be the lower of the cost or the value of the land based on an appraisal approved by Capital One.

4. All due diligence and underwriting has been completed to the satisfaction of Capital One (including the approval of the credit officer and/or credit committee).

5. All representations and warranties under the loan documents shall be true and correct in all material respects and after giving effect to the closing, there shall be no default or event of default under the loan documents.

6. Delivery of the following items to Capital One:
   a. Financial statements, tax returns, operating statements, rent rolls or related documentation requested by Capital One for the Development, the Borrower and the Guarantors, as applicable.
   b. An executed loan agreement and other documents executed in connection therewith which shall be mutually acceptable to Borrower and Capital One.
   c. A Phase I environmental survey dated within six months of the Anticipated Closing Date on which Capital One is entitled to rely. At the sole discretion of Capital One, additional environmental due diligence may be required, including but not limited to a Phase II environmental survey, asbestos and/or lead paint tests; provided that Capital One will consider using an updated version of existing Phase I if acceptable to Capital One’s in-house environmental risk manager.
   d. Management agreement and management plan from an approved third party management company reasonably acceptable to Capital One.
   e. Commitment for title insurance, issued by a title company acceptable to Capital One, covering the Property Improvements, together with the payment of premiums necessary for the title company to issue a mortgagee’s policy of title insurance, with respect thereto, in the amount of the Construction Loan, together with all endorsements thereto as required Capital One.
   f. Evidence that the Property Improvements are not located in a flood prone area.
g. A market and feasibility study for the Property Improvements prepared by an approved market consultant.

h. Evidence that the Development will have adequate parking per zoning requirements.

i. Pro-forma operating statement for the Development.

j. Survey of the Development that includes any easements or licensing agreements in place.

k. Evidence of fire, hazard, flood (as applicable), builder’s risk, workman’s compensation, and all other insurance as will be required by the loan documents, each naming Capital One as loss payee or mortgagee.

l. Receipt and approval by Capital One of a final construction budget, a construction schedule and a draw schedule, together with a third-party plan and cost review performed by a third party acceptable to Capital One which shall, among other things, verify the adequacy of such construction budget. The cost breakdown should clearly indicate those line items to be funded by the equity contributions and the timing thereof.

m. A recent (within 30 days prior to closing) set of lien searches indicating that the Development and the Borrower are free and clear of all security interests (or will be at the time of closing).

n. The Borrower’s partnership agreement or operating agreement, as applicable, and all amendments and modifications thereto, and copies of any notes, guarantees, and other instruments and agreements issued or executed pursuant thereto.

o. Certified copy of Borrower’s and its general partner’s or managing member’s and each Guarantor’s charter documents, certificates of good standing as of a recent date and evidence of corporate authorization to enter into the transaction contemplated by this Proposal and the loan documents in form and substance acceptable to Capital One.

p. If applicable, the purchase agreement or ground lease of the Development property and all landlord estoppel letters as may be required by Capital One. Any leasehold interest in the Development property subject to a ground lease shall be subordinate to the Construction Loan. Within the lease, Capital One shall require prohibition of lease termination or transfer of fee simple interest without the Capital One’s consent, transferability to Capital One under same terms and assignment of the lease to a new party, and obligation from the landlord to send Capital One notice of any defaults under the lease and grant Capital One certain rights to cure.

q. Opinions of counsel with respect to the Borrower, the Guarantor Parties, and such other entities reasonably requested by Capital One, and covering such matters as Capital One shall deem reasonably necessary or desirable in connection with the transaction.

r. Current plans and specifications for the Development.

s. The contract between Borrower and the Development’s architect, together with an agreement from such architect consenting to the assignment of the plans and
specifications prepared by the architect to Capital One and providing for the subordination of all statutory and contractual liens and claims of the architect against the Development.

t. The general construction contract between Borrower and the General Contractor (which shall be a fixed price/stipulated sum or guaranteed maximum price contract consistent with the budget approved by Capital One), together with an agreement from the General Contractor consenting to the assignment of such contract to Capital One, and providing for the subordination of all statutory and contractual liens and claims of the General Contractor against the Development.

u. All management contracts, operating agreements, franchise agreements, or other contractual arrangements affecting the operation of the Development. Capital One reserves the right to require that all such contracts and agreements be conditionally assigned by Borrower to Capital One, and to further, at the option of Capital One, require that such assignments be acknowledged by the contracting third parties.

v. Evidence in the form of letters from the appropriate provider or from the project engineer, that public water, sanitary and storm sewer, electricity, gas, and other required utilities are available to the Development (as clearly identified in said letters) and in quantities sufficient for the successful operation of the Development. All utility lines must enter the Development through adjoining public streets or, if passing through adjoining private land, do so in accordance with recorded public or private easements satisfactory in form and content to Capital One.

w. Evidence that the Minimum Permanent Loan Rate has been locked and would achieve the Debt Service Coverage Ratio outlined in Exhibit A.

x. Evidence that the Development and all planned improvements and intended uses will fully comply with all applicable deed restrictions, laws, regulations, and zoning requirements, and copies of all building and grading permits, operating permits, licenses, consents and approvals, which building and grading permits, operating permits, licenses, consents and approvals shall be conditionally assigned to Capital One.

y. Executed rental agreements by and allocating agency for any operating or rental subsidies including project based vouchers, public housing assistance, veterans’ assistance or any other underwritten revenue.

z. Such other financial information and other documents as shall be required by the loan documents.

aa. All documentation and other information required by Capital One to comply with applicable “know your customer” and anti-money laundering rules and regulations, including, without limitation, the PATRIOT Act.
EXHIBIT C

CONDITIONS TO PERMANENT LOAN CONVERSION

The conditions of Conversion will include but are not limited to the following:

1. Lien free completion and certificate of occupancy.

2. Full compliance with all regulatory documents and requirements, as well the Borrower’s organizational documents and other agreements with the LIHTC investor.

3. Payment of all costs related to the Conversion, including Capital One’s fees and legal expenses.

4. Compliance with all agreed upon insurance requirements.

5. All reserves and escrows required by the loan documents shall have been created and fully funded to the extent required at Conversion. Proof of insurance paid in advance for next 12 months and proof of paid property taxes may be provided in place of a tax or insurance escrow. However, failure to maintain agreed upon insurance will result in establishment of an insurance and/or escrow requirements with cash flow capture to those accounts.

6. A Debt Service Coverage Ratio outlined in Exhibit A in each of the previous three months based on the lesser of the actual or underwritten signed leases (but not greater than LIHTC rents when subsidized rents exceed LIHTC rents) and the greater of annualized then-current expenses or Capital One’s pro-forma expenses, the latter of which may be adjusted based on actual results at the reasonable discretion of Capital One.

7. Physical and economic Occupancy Requirements in each of the three (3) immediately preceding months.

8. Permanent Loan to Value Ratio based on a current, as complete and stabilized appraised value using restricted rents. The final loan to value ratio will be determined during underwriting.

9. All funding sources that are expected by Capital One to be funded prior to or concurrent with Conversion have been funded or will be at Conversion and are held by Capital One.

10. No default or event of default under any loan documents or any other documents or agreements governing the Development, the Borrower or any Guarantor Party.
Nonprofit Participation

**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:

| The Montrose Center |

<table>
<thead>
<tr>
<th>Is the Organization a 501(c )(3) or (4) as of the beginning of the Application Acceptance Period?</th>
<th>Yes</th>
</tr>
</thead>
<tbody>
<tr>
<td>If no to the question above, what is its current legal status?</td>
<td>N/A</td>
</tr>
<tr>
<td>If &quot;Other&quot; please specify:</td>
<td>N/A</td>
</tr>
<tr>
<td>Date of legal formation of Nonprofit Organization:</td>
<td>12/18/1979</td>
</tr>
</tbody>
</table>

1) **Is Applicant comprised of a joint venture between a Nonprofit and for-profit entity?**

   - If “Yes”, will this nonprofit organization Control the Applicant?
   - What is the ownership percentage of this nonprofit organization?

2) Describe the nonprofit’s participation:

   - **ownership/development/operation/guarantor**

3) Describe the nonprofit’s participation in the operation of the Development throughout the Compliance and/or extended use period:

   - **NonProfit is the GP of the Applicant/Owner and will own and materially participate in the operation of the Development throughout the Extended Use Period.**

4) Will the nonprofit receive part of the development fees paid in connection with the development?

   - If "Yes," explain: **5% Dev. Fee as a Co-Developer**
<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gretchen Myers</td>
<td>Bd. Of Director/President</td>
</tr>
<tr>
<td>721 Redan St.</td>
<td>Houston TX 77009</td>
</tr>
<tr>
<td>(713) 868-3379</td>
<td><a href="mailto:gamm7709@gmail.com">gamm7709@gmail.com</a></td>
</tr>
<tr>
<td>(713) 256-3192</td>
<td><a href="mailto:armaster73@gmail.com">armaster73@gmail.com</a></td>
</tr>
<tr>
<td>Michael Kauth, PhD</td>
<td>Bd. Of Director/V-President</td>
</tr>
<tr>
<td>1647 Bonnie Brae</td>
<td>Houston TX 77006</td>
</tr>
<tr>
<td>(713) 515-3650</td>
<td><a href="mailto:kauthmr@yahoo.com">kauthmr@yahoo.com</a></td>
</tr>
<tr>
<td>(512) 699-2744</td>
<td><a href="mailto:taramk8@gmail.com">taramk8@gmail.com</a></td>
</tr>
<tr>
<td>Tara Kelly</td>
<td>Bd. Of Director/Treasurer</td>
</tr>
<tr>
<td>902 W 23rd St., Unit I</td>
<td>Houston TX 77009</td>
</tr>
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<tr>
<td>(832) 465-1051</td>
<td><a href="mailto:darylsinkule@hotmail.com">darylsinkule@hotmail.com</a></td>
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<tr>
<td>Daryl Sinkule, JD</td>
<td>Bd. Of Director</td>
</tr>
<tr>
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<tr>
<td>Ann J. Robison</td>
<td>Executive Director</td>
</tr>
<tr>
<td>401 Branard St.</td>
<td>Houston TX 77006</td>
</tr>
<tr>
<td>(713) 529-0037</td>
<td><a href="mailto:arobison@montrosecenter.org">arobison@montrosecenter.org</a></td>
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<tr>
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<td>Bd. Of Director</td>
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<td>Houston TX 77006</td>
</tr>
<tr>
<td>(713) 256-3192</td>
<td><a href="mailto:armaster73@gmail.com">armaster73@gmail.com</a></td>
</tr>
<tr>
<td>Bob Glazier</td>
<td>Bd. Of Director</td>
</tr>
<tr>
<td>1413 Monarch Oaks</td>
<td>Houston TX 77055</td>
</tr>
<tr>
<td>(713) 723-2377</td>
<td><a href="mailto:dbglazier@aol.com">dbglazier@aol.com</a></td>
</tr>
<tr>
<td>(713) 723-2377</td>
<td><a href="mailto:drbgglazier@aol.com">drbgglazier@aol.com</a></td>
</tr>
<tr>
<td>retired</td>
<td></td>
</tr>
<tr>
<td>occupation</td>
<td></td>
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<tr>
<td>Name</td>
<td>Title</td>
</tr>
<tr>
<td>--------------------</td>
<td>-------------</td>
</tr>
<tr>
<td>Daryl Shorter</td>
<td>Bd. Of Director</td>
</tr>
<tr>
<td>Nancy Sims</td>
<td>Bd. Of Director</td>
</tr>
<tr>
<td>Kim Watson</td>
<td>Bd. Of Director</td>
</tr>
<tr>
<td>Gary Wood</td>
<td>Bd. Of Director</td>
</tr>
</tbody>
</table>
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(e)(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.
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

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: 7

Points Awarded for §11.9(c)(8) Readiness to Proceed: 5
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: 7

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: 7

Final Score Awarded to Application by Department staff (Including all points): 165

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, Monday, May 7, 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 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
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. **Applicant Credit Limit Documentation and Certification**: Please confirm that Gary Woods is the same person as Gary Wood. Revise this page if applicable.

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 April 19th, 2018. Please respond to this email as confirmation of receipt.**

**All deficiencies must be corrected or clarified by 5 pm Austin local time on April 19th, 2018.**
**Please respond to this email as confirmation of receipt.**

Shannon Roth  
Multifamily Housing Specialist  
Texas Department of Housing and Community Affairs  
221 E. 11th Street | Austin, TX 78701  
Office: 512.475.3929  
Fax: 512.475.1895

About TDHCA  
The Texas Department of Housing and Community Affairs is committed to expanding fair housing choice and opportunities for Texans through the administration and funding of affordable housing and homeownership opportunities, weatherization, and community-based services with the help of for-profits, nonprofits, and local governments. For more information about fair housing, funding opportunities, or services in your area, please visit www.tdhca.state.tx.us or the Learn about Fair Housing in Texas page.

 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)).
Hello Shannon,

We received and will submit a revised Tab 45 tomorrow.

Thanks Donna

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. **Applicant Credit Limit Documentation and Certification**: Please confirm that Gary Woods is the same person as Gary Wood. Revise this page if applicable.

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 April 19th, 2018. Please respond to this email as confirmation of receipt.**

Shannon Roth
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Texas Department of Housing and Community Affairs
221 E. 11th Street | Austin, TX 78701
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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)).
Real Estate Analysis Division staff will place scanned copies of RFI documents behind this tab in the application .pdf
In the course of the Department's underwriting review of the above referenced application an Administrative Deficiency, as defined in 10 TAC §10.3(a)(2), has been identified. By this notice, the Department is requesting information to clarify or to correct inconsistencies found in the Application or to provide non-material missing information. All Administrative Deficiency requests will be treated in accordance with §10.201(7) of the Uniform Multifamily Rules.

**All deficiencies must be satisfactorily corrected or clarified by 5:00 p.m. Central Time on Tuesday, May 29, 2018 (fifth business day following the date of this deficiency notice).**

All documentation should be submitted as a whole using the Department’s Serv-U HTTPs System. Once the documents are submitted to the Serv-U HTTPs system, please email the staff member issuing this notice. If you have questions regarding the Serv-U HTTPs submission process, contact Jason Burr at jason.burr@tdhca.state.tx.us or by phone at (512)475-3986. You may also contact Nicole Fisher at nicole.fisher@tdhca.state.tx.us or by phone at (512)475-2201.

**NOTICE: Pursuant to §10.201(7) of the Uniform Multifamily Rules, revised Application exhibits not specifically requested by the Underwriter in an Administrative Deficiency WILL NOT be accepted.**

1. **Income & Expenses**
   1. Please provide a staffing plan to support the stated $130,950 in Payroll expenses.
   2. Please provide documentation / Narrative supporting the estimated Utility expenses (Electric/Gas & Water/Sewer/Trash).
   3. Please provide a Property insurance Quote to support the $48,720 figure.
   4. Please detail how the expected property tax budget was determined.

**Response:**

1) Staffing plan provided in Tab 1.1 of response package.

2) We have re-estimated the Utilities category based on actual expenses from two stabilized senior properties. The trailing 12 months actuals for a new stabilized senior property in west Houston for electric is $181/u/y. That equates to $20,272 for Cleburne. The 2017 actual for trash from the Developer's 118 senior property was $62.42 a unit which equates to $6,991 for Cleburne. The Water/Sewer from the west Houston property for the TTM ended March 2018 was $400/u/y which equates to $40,320 for Cleburne. We note Cleburne is an urban infill project with little open space and therefore irrigation will be less than properties with more acreage. These updated estimates did not change the total Utilities expenses very much but we believe will more accurately forecast the actual by line expense.

3) We used the TDHCA regional average of $435 * 112 = $48,720. The Developer's 118 unit senior actual insurance cost was $47,059.68 for 2017 so we think using the regional average is a fair estimate.

4) A 10% cap rate was applied to the pre-tax NOI. Then the tax rate of 2.528563% was applied to that value which results in a $96,802 estimate which takes into consideration the small changes above.
2. **Architectural Drawings**
   1. The floor plan drawing is not consistent with the Key. Bedroom Type 1BC.3 and 1BC.4 are color coded incorrectly.
   2. Please submit overall floor plans with Length/Width dimensions included. This will be helpful for validating square footage.
   3. Please submit clubhouse floor plan with Length/Width dimensions included. This will be helpful for validating square footage.

   **Response:**
   1. We corrected the color codes for bed room Types 1BC.3 and 1BC.4 of sheets SD-02, SD-03, SD-04 and SD-05. See Tab 2.1 of the response package.
   2. The exterior wall layout of Levels 1 - 4 of the apartments is identical so we added dimensions to Level 1 and they can apply for all 4 levels. (See Sheet SD-03). See Tab 2.2 of the response package.
   3. The exterior wall layouts of Levels 1 - 2 of the club house are identical so we added dimensions to Level 1 and they can apply for all 2 levels. (See Sheet SD-06). See Tab 2.3 of the response package.

3. **Replacement Reserve:** Please provide documentation supporting the statement that $300 per unit is the underwriting requirement for the City of Houston.

   **Response:**
   Please see Tab 3 of the response package for the City of Houston RFP that requires applicants for funding to presume a $300 replacement reserve.

4. **Please provide a narrative explaining the Acquisition of the property.**

   **Response:**
   The Montrose Center (AKA Montrose Counseling Center, Inc.) has the option to acquire the property for $10 subject to certain conditions being fulfilled, one of which is the award of tax credits. The Montrose Center will assign the option to purchase to the LP.

5. **Please provide a narrative explaining the bond finance structure for this deal.**

   **Response:**
   CapitalOne will provide a construction to perm loan at the terms indicated on the S&U. The Montrose Center and the City of Houston will enter into a tri-party agreement whereby the City of Houston funds will be loaned to The Montrose Center and the Montrose Center will further loan those funds to the LP at the terms indicated on the Sources and Uses. In addition, The Montrose Center will loan $2.5M to the LP at the terms indicated on the S&U.

6. **Please provide a narrative explaining how HOME is being utilized in regard to rent and income.**

   **Response:**
   HOME was modeled into the transaction because it is believed that the City of Houston will require HOME like restrictions on the funds even if they are TIRZ or CDBG or CDBG-DR or other funds. At this point the indication is the funds will be TIRZ.

7. **Development Team Members - Has a Property Management company been determined?**

   **Response:**
   Yes. Hettig Management Corp.

8. **Environmental Site Assessment - The ESA recommended a noise study to be conducted. Please provide a status update.**

   **Response:**
   The Noise Study is attached as Tab 8 in the response package.
If an applicant has not closed on HCDD and all project financing within a reasonable time period after notification of award, HCDD reserves the right to reallocate an applicant’s award to a separate transaction.

**Part VI. Financial Evaluation and Underwriting**

Applications will go through an underwriting process which will evaluate the ownership structure, property operations, the sources and uses of funds, and the financial statements of the owner and guarantor.

The pro-forma operating statement will make adequate provisions for the anticipated number of rent-restricted units, vacancy rate (no greater than 10% stabilized), and replacement reserves of no less than $300/unit/year.

HCDD will review the underlying proposed debt and operating pro-forma of the property to determine the development’s feasibility during the affordability period (i.e. demonstration of debt service coverage ratio of at least 1.15). For properties such as those for special needs population, which demonstrate that they cannot carry any debt service, income should exceed expenses by a margin of no less than a 1.05 income/expense ratio. A commitment of the ownership entity to cover any losses will be required in the event of cash flow shortfalls.

**Part VII. Financing Terms**

As a policy, the City desires to provide enough funding to each approved transaction to increase the availability of affordable units, or substantially improve the quality of existing units, without over-subsidizing the development or increasing the risk of too much debt for the restricted rents to support. The City reserves the right to determine award and financing terms based on its financial evaluation of the transaction in tandem with the program requirements and availability of funds. Applicants will identify all other sources of capital in the application.

**Loan Amount**

Applicants should make a specific loan request to the City. The request should represent the gap between (a) the total project cost and (b) the Applicant’s equity plus commercially available debt, grants, tax credits, and other capital contributions.

**Terms**

Awards will be structured as non-amortized loans with interest only payments due annually. Awards for PSH or other transactions without permanent senior debt may be performance base loans with no payment requirements. HCDD will typically provide for a maximum twenty-four (24) month construction period. Any expected variation from this timeline should be explained in footnotes to the pro-forma project costs. The loan term and property affordability period will begin at the acknowledgement by HCDD of successful completion of the project (IDIS completion). Loan commitments are not transferable and become due and payable in full in the event of noncompliance or default over the life of the agreement. The LURA term will determined at the time of underwriting. Loan terms will be a minimum term of ten (10) years up to forty (40) years determined at underwriting.

Except for PSH transactions or other transactions not financed with permanent debt, loans will be repayable at term, sale or re-finance of the property. Applicants may not transfer ownership of the
LAW HARRINGTON
SENIOR LIVING
HUD NOISE STUDY

CSTI REPORT NO. R-1136-0
CSTI PROJECT NO. 6590

18 APRIL 2018

Prepared By:
CSTI acoustics

Prepared For:
Ann J. Robison, PhD
The Montrose Center
401 Branard Street, 2nd Floor
Houston, Texas  77006-5015

Sent via email to:  cnelson@steadfastconstruction.us

16155 Park Row Blvd., Suite 150, Houston, TX 77084-6971
### Revision History

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1. INTRODUCTION

CSTI acoustics has conducted a HUD noise study for the proposed Law Harrington Senior Living Project in Houston in the block bounded by Cleburne St., Bastrop St., Barbee St., and Hutchins St. In this report, we review the noise requirements set forth by the United States Department of Housing and Urban Development (HUD) and present the results of our sound measurements, noise modeling, noise analysis, and recommendations.

2. CRITERIA

HUD has set forth the following standards for new housing construction assisted or supported by the Department:

- **Acceptable:** Day/Night Noise Level (DNL) of 65 decibels (dBA) or less
- **Normally Unacceptable:** Exceeding a DNL of 65 dBA but not exceeding 75 dBA; however, it can be acceptable if an interior DNL noise goal of 45 dBA is met.
- **Unacceptable:** Exceeding a DNL of 75 dBA

The DNL (also sometimes abbreviated as Ldn) is an energy average of the A-weighted sound levels across a 24-hour period with a 10 A-weighted decibel (dBA) penalty added to sound occurring at night; this penalty is added because people are more sensitive to sound during the night. Because of the variability in building construction, HUD normally uses a 65 DNL criterion for exterior residential sound levels.

If the sound level exceeds 65 DNL, HUD’s first recommendation is to relocate the housing. Their second preference is to construct a barrier, which will reduce sound levels in the yard and inside the dwelling (at least on the first floor). The third option is to improve the construction of the dwelling to achieve a 45 DNL inside, though the exterior sound level will still exceed 65 DNL and may be unacceptable to some people.

3. DNL CALCULATION PROGRAM

The DNL calculations conducted for this project were performed using a worksheet developed by the Chicago HUD regional office. This program uses the procedures outlined in Chapter 5 “Noise Assessment Guidelines” of The Noise Guidebook, published by HUD’s Office of Policy Development and Research.

4. SITE DETAILS

The proposed site of the Law Harrington Senior Living Project is the block bounded by Cleburne St., Bastrop St., Barbee St., and Hutchins St. about ¼ mile south of the intersection of State Highway 288 and Interstate 69 in Houston.

In accordance with the HUD calculation procedures, noise from highways SH-288 and I-69 were modeled in the calculations. The only other significant noise source currently affecting the area is air traffic associated with William P. Hobby Airport. The nearest railroad tracks are about 15,000 ft to the north, 10,000 ft to the northeast, 17,000 ft to the southeast, and 24,000 ft to the west. A potential future light-rail line adjacent to the site was also evaluated.

Figure 1 shows the planned development superimposed over the current aerial view.
CSTI conducted noise monitoring at the site to assess current sound levels with the monitoring location identified with a purple star in Figure 1. The red numbers show the different locations where sound levels were calculated.

5. CALCULATIONS

The site is currently exposed primarily to traffic noise from State Highway 288. There are plans for increasing capacity of this highway. In addition, there are plans for a light rail station adjacent to the housing site on Hutchins St. with the light rail line running along Hutchins St. and then turning 90 degrees to run along Cleburne St as shown in Figure 1. The noise sources affecting the site are discussed in the following subsections.

5.1 Highway Traffic Noise

The following Annual Average Daily Traffic (AADT) data was obtained from Mr. Emmanuel Samson of the Texas Department of Transportation (TxDOT) for the major highways in the area:

- SH-288 south of I-69: 2018 AADT=174,900, 2038 AADT=246,300
- I-69 at SH-288: 2018 AADT=198,200, 2038 AADT=279,000
Average traffic speeds for each highway were taken from the Houston TranStar website. A moderate barrier effect was calculated for I-69, which is below grade at its closest location to the site and is shielded from the site by buildings and elevated roadways.

No noise barriers were included in our analysis of existing noise from SH-288. Because SH-288 is elevated, the east edge provides some shielding at ground level of the proposed housing site and will also shield rooms on the 1st floor, but it will not reduce sound levels on the upper floors of the proposed building.

Our calculations of highway noise levels at the sections of the proposed building closest to SH-288 can be found in Worksheets B and C attached at the end of this letter (Appendix A). The calculation results for all of the sites are summarized at the end of this section.

There is a current project to build toll lanes in between the existing northbound and southbound lanes of SH-288. However, the plans do not call for relocating the existing lanes any closer to the proposed housing site.

TxDOT has conducted environmental assessments of the area as part of their SH-288 evaluation in 2013 and their North Houston Highway evaluation in 2017. In both evaluations, they assessed a noise impact according to FHWA criteria in the neighborhoods just north and south of the site. The proposed Law Harrington Senior Living site was not evaluated because it was and currently is vacant. TxDOT has evaluated noise barriers in the area and found some to be effective and some to be not effective. It appears that they have evaluated potential noise barriers to be built at the edge of their right of way, which is at grade, rather than at the edge of the highway, which is on an elevated berm. A barrier would be much more effective on the berm at the east edge of the northbound lanes.

Highway barriers are still being evaluated as part of the North Houston Highway Project. We encourage local officials to advocate for an effective noise barrier that will reduce traffic noise at this site and the adjacent neighborhood. Such a barrier would probably provide 5 to 10 dBA of reduction at the building. Depending on its height and location, the barrier could be effective at reducing noise all the way up to the top (4th) floor of the proposed housing.

Figure 2 shows a view of the project site looking east from the northbound lanes of SH-288 with a car shown on Hutchins St. An ideal location of a noise barrier would be where the current railing is located. A barrier at the edge of Hutchins St. would be much less effective.

Figure 2. View of Site from Elevated SH-288
Figure 3 shows a moderate-height noise barrier that was built at the elevated edge of the 610 West Loop through Bellaire, Texas to shield the residential area adjacent to the highway.

**Figure 3. View of Noise Barrier at Edge of 610 in Bellaire**

5.2 Light Rail Noise

A possible light rail station has been discussed along Hutchins St. immediately adjacent to the site. This is shown in Figure 1. There are several different sound sources associated with light rail. These are:

- Movement of light rail cars
- “Wheel squeal” as cars turn on a tight-radius corner
- Whistles
- Bells at grade crossings
- General station noise

CSTI acoustics has conducted measurements of Metro light rail on two previous projects. We have also reviewed light rail noise measurements conducted by Harris Miller Miller and Hanson for Metro.

Based on these measurements, we calculated the following *untreated* sound levels for the proposed light rail station at the closest locations of the housing site to the tracks:

- Movement of light rail cars: 64.2 DNL
- “Wheel squeal” as cars turn on a tight radius corner (affecting primarily the community center nearest the corner): 71 DNL at community center and 65 DNL at nearest housing location
- Whistles: 67.7 DNL
- Bells at grade crossings: 52.5 DNL
- General station noise: 64.2 DNL
At locations of housing units further from the tracks and station, sound levels will be lower. Sound levels from all of these operations at all sites are summarized in a table at the end of this section.

These are estimated sound levels for light rail based on typical operations. Actual sound levels will depend on the exact number of trains during the day and at night, the speed of the trains, the exact locations and durations of the bells and whistles, etc.

Depending on its design, it is possible to utilize the light rail station as a noise barrier to shield the housing from the rail noise. This could provide 5 to 10 dBA of noise reduction for the rail and station noise.

5.3 Airport Noise

The nearest airport is Hobby Airport located approximately 38,000 ft to the southeast. Aircraft noise was calculated in accordance with HUD procedures.

5.4 Summary of All Sound Sources

The following table lists the contributions of each sound source at each of the ten representative locations identified in Figure 1. Positions 1 through 7 represent different locations around the residential section of the facility, and Positions 8 through 10 represent different locations around the Community Building.

For each location, a sound level is calculated on the upper floors, where there will be no shielding of the noise from SH-288, and at grade, where the edge of the elevated highway will provide about 3 dBA of attenuation.

The sound levels in this table assume no noise reduction from highway noise barriers along SH-288 or from the light-rail station being constructed to act as a noise barrier to shield the housing facility from noise.

### Table 1. Summary of Sound Levels

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<th>Sound Source</th>
<th>Residential Building</th>
<th>Community Building</th>
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<tr>
<td>Road traffic (Upper floor)</td>
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<td>Road traffic (at grade)</td>
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<tr>
<td>Total at grade</td>
<td>70.0</td>
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6. MEASUREMENTS

A noise monitor was set up at the site to assess the actual noise levels at the site. The monitor was located near the west property line where the purple star is shown in Figure 1. The system was set up by Adam Young on Wednesday, February 14, 2018 and ran until Friday, February 16.
The measured DNL values from the sound monitor ranged from 70 to 71 depending on which 24-hour period within the overall measurement period was used. Although the HUD noise model had predicted a current total DNL of about 73, the actual measured value was 2 to 3 DNL lower, probably due to the partial shielding provided by the edge of the elevated highway.

The noise monitor measured the total noise from all noise sources including road traffic and planes. It also includes sounds that are not to be included in the HUD assessment such as nearby construction activities, birds, insects, and wind.

Figure 2 shows the time history of the sound monitor. Leq is the energy averaged level for each 15-minute sample. The Lmax shows the maximum level for each sample, which are probably from unusually loud vehicles passing by. Lmin shows the lowest level measured during each 15-minute sample.

Figure 2. Time History of Sound Levels at Law Harrington Site

The time history shows variation in the sound levels that is due primarily to variation in traffic flow.

7. BUILDING CONSTRUCTION ANALYSIS

If the expected exterior noise levels at a site exceed a DNL of 65 dBA, an analysis of the building construction is required. The building must provide enough noise reduction to meet the interior DNL criterion of 45 dBA.

In this analysis, we used the higher calculated exterior DNLs for 2038 presented in Section 5.4 rather than the lower measured exterior DNL of 71 dBA for current conditions. Because the sound levels exceed a DNL of 65, an evaluation of the building construction is required to show that the interior noise criterion of 45 DNL can be achieved. These calculations were conducted to address each location identified in Figure 1 and Section 5.4.
Table 2: Necessary STC Ratings for Building Components

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<td>Calculated Average STC</td>
<td>35.2</td>
<td>32.0</td>
<td>26.9</td>
<td>35.2</td>
<td>33.6</td>
<td>28.1</td>
</tr>
</tbody>
</table>

Our calculations for the most stringent residential partitions listed above (Locations 1 through 5) are shown in HUD’s Sound Transmission Classification Assessment Tool (STraCAT) sheets attached at the end of this report. STraCAT incorporates a safety factor of 3 dBA in the calculations, and this safety factor is also included in Table 2 above.

Residential Walls:
For the walls of the residences, we used a standard wall of 2x4 studs, 3” fiberglass insulation in the cavity, gypsum board on the inside, and a material such as Hardiplank or stucco on the exterior. The HUD data for this design is an STC rating of 41. We understand that masonry veneer may be used on the lower floors; this is acceptable as it has a much higher STC rating.

Residential Windows:
For the windows of the residences on the west façade facing SH-288, we used the HUD data for a picture window with a storm sash. The extra pane of glass for the storm sash makes this perform as an excellent acoustical window providing an STC rating of 38. This STC rating will be the minimum requirement for the windows of these units facing SH-288.

For windows on any units that are not directly facing SH-288, a standard window with an STC rating of 29 is sufficient. This applies to windows along the south façade and in the courtyard that have a partial view of SH-288.

For windows with no view or exposure to SH-288, any window with an STC rating of 23 or better is acceptable.

Doors to Patios:
For the doors to the patios, we used an STC rating of 27. This rating would apply to most solid-core standard doors. HUD’s STC rating for sliding door is 28, which is also acceptable. The key for any door to achieve a good STC rating is to have effective seals at all four edges to prevent any noise leaks. For doors with no view or exposure to SH-288, any door with an STC rating of 23 or better is acceptable.

Community Building Walls:
For the walls of the Community Building, we used a standard wall of 2x4 studs, 3” fiberglass insulation in the cavity, gypsum board on the inside, and a material such as Hardiplank or
stucco on the exterior. The HUD data for this design is an STC rating of 41. Masonry veneer may also be used as it has a much higher STC rating.

Community Building Windows:
For the large windows of the Community Room, we used the HUD data for a picture window with a storm sash. The extra pane of glass for the storm sash makes this perform as an excellent acoustical window providing an STC rating of 38. This is the minimum STC rating that will allow this room, with large expanses of windows exposed to highway noise and future light-rail noise, to meet the HUD residential guidelines.

For the smaller windows in the other rooms of the Community Building facing Hutchins St. (and SH-288) to the west or facing Cleburne St. (and the future light rail) to the north, the windows must have an STC rating of at least 31. This is slightly better than most standard windows, even those with “insulated glass”. HUD gives this rating for an aluminum clad casement window.

For the smaller windows in rooms of the Community Building facing Cleburne St. to the north, the windows must have an STC rating of at least 29. This is slightly better than most standard windows, even those with “insulated glass”.

For the windows in the rooms of the Community Building facing Bastrop St. to the east, the windows must have an STC rating of at least 23. This is a rating that is exceeded by standard windows with “insulated glass”.

Community Building Doors to Balcony:
For the doors to the balcony, we used an STC rating of 27. This rating would apply to most solid-core standard doors. HUD’s STC rating for sliding door is 28, which is also acceptable. The key for any door to achieve a good STC rating is to have effective seals at all four edges to prevent any noise leaks.

Residential Patios:
For the patios of the residences facing SH-288 on the upper floors, we calculated a DNL of 77.1 for year 2038. This is higher than is normally considered acceptable, though the space does not need to be used for any of the residential functions. During times with busy, fast-moving traffic, these patios will certainly be noisy. During times with less traffic or with significantly lower speeds, sound levels will be lower.

The main options for reducing noise on the patios are:
- Enclosing them. This is probably not practical, and would essentially duplicate the enclosed rooms of the same units.
- Reducing highway noise with a noise barrier along the edge of the roadway on top of the berm that elevates the highway. We recommend that local representatives advocate for this approach with TxDOT as part of the North Houston Highway Improvement Project.
- Designing the future light rail station to shield the residential building from noise associated with the light rail line.

Balcony:
The balcony of the Community Building will be exposed to a DNL of 76.7 for year 2038. This is higher than is normally considered acceptable, though the space is not a part of the residential facility. During times with busy, fast-moving traffic, these patios will certainly be
noisy. During times with less traffic or with significantly lower speeds, sound levels will be lower.

The main options for reducing noise on the balcony are:

- Reducing highway noise with a noise barrier along the edge of the roadway on top of the berm that elevates the highway. We recommend that local representatives advocate for this approach with TxDOT as part of the North Houston Highway Improvement Project.
- Design the future light rail station to shield the residential building from noise associated with the light rail line.

Residential Courtyard:

We calculated a sound level of 70.3 DNL within the courtyard of the residential building. This is the future sound level in 2038 including light rail noise. No noise barriers are included in the evaluation of noise from SH-288 and no noise treatments are included in the evaluation of light rail noise. Even without treating the highway or the rail line, noise in the courtyard area could be reduced with a noise barrier that closes off the courtyard at the west end.

We recommend that noise control treatments be incorporated as part of the future highway and light rail projects adjacent to the site. If these treatments are not incorporated, a noise barrier about 12-ft tall should be built along the west edge of the courtyard to reduce the sound levels in the courtyard below 65 DNL.

8. SUMMARY

Exterior sound levels were calculated from traffic noise, aircraft noise, and light rail noise. A noise monitor was also set up to measure noise at the site location. The modeled sound level for current conditions was a DNL of about 73 dBA. The maximum measured DNL was 71 dBA. These levels are for the noisiest positions along the west property line. We used the higher modeled sound level in our analysis.

For 2038 conditions along the west side of the building closest to SH-288 and the future light rail line, we modeled a maximum sound level of 77.1 DNL outside the upper floors of the residential building, 75.2 DNL outside the ground floor of the building, and 70.3 DNL in the residential courtyard. Future highway noise barriers and future treatments to the light rail station are recommended to reduce the traffic and rail noise.

Since the DNL exceeds 65 at some locations, the building exterior must be designed to meet the interior DNL of 45 dBA. The composite STC was determined as shown in Table 2 and the attached STraCAT sheets (Appendix B). Our calculations show that the interior noise requirement of 45 DNL will be met with the treatments described in Section 7.

Although HUD does not apply directly to the Community Building, we have evaluated it as well and made recommendations for reducing interior sound levels to 45 DNL inside.

Exterior sound levels exceed the HUD goal of 65 DNL at the following locations where activities are expected:

- Residential patios facing SH-288
- The balcony of the Community Building
- The courtyard of the residential building
Sound levels in the courtyard can be reduced below 65 DNL with noise barriers at the edge of SH-288 and treatments to the light rail station or with a noise barrier at the west edge of the courtyard.

Sound levels on the patios and balcony can be brought below 65 DNL only with effective highway noise barriers and treatments to the light rail station. The patios and balcony do not support any essential residential functions, but they are locations where treatments to reduce sound levels would be highly beneficial.

Thank you for the opportunity to assist you on this project.

Sincerely,

COLLABORATION IN SCIENCE AND TECHNOLOGY INC.

Arno S. Bommer, *INCE.Bd.Cert.*
APPENDIX A: HUD CALCULATION SHEETS

WORKSHEET B – AIRCRAFT NOISE

List all Airports within 15 miles of site:
1. Houston Hobby Airport (HOU)

Necessary Information:
1. Are DNL, NEF or CNR contours available? Y
2. Any supersonic aircraft operations? N

3. Estimating approximate contours from Fig. 3 (DNL>65)
   a. number of nighttime jet operations projected 0
   b. number of daytime jet operations projected 0
   c. effective number of operations projected 0
   d. distance A for 65 dB (PROJECTED) 70 dB 0
      75 dB 0
   distance A for 65 dB (CURRENT) 70 dB 0
      75 dB 0
   e. distance B for 65 dB (PROJECTED) 70 dB 0
      75 dB 0
   distance B for 65 dB (CURRENT) 70 dB 0
      75 dB 0

4. Estimating DNL from Table 2:
   (If DNL<65 after contours are drawn)
   a. distance for 65 dB contour to flight path, D1 4316
   b. distance from NAL to flight path, D2 35000
   c. D2 divided by D1 8.11
   d. DNL 46.8

5. Operations Data Is For What Year? 2014
   Operations Projected To What Year? 2034
   Growth Rate in %/yr. 102

6. Interpolations if within map contours
   a. Between 65 & 70
      i. distance to 65 contour
      ii. distance to 70 contour
      iii. DNL
   b. Between 75 & 70
      i. distance to 70 contour
      ii. distance to 75 contour
      iii. DNL 0

7. Summary of Airport DNL 47
**WORKSHEET C - ROADWAY NOISE**

List all major roads within 1000 feet of site:

All distances in feet

<table>
<thead>
<tr>
<th></th>
<th>SH-288 Northbound</th>
<th>SH-288 Southbound</th>
<th>59/69 Combined</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Distance from NAL to edge of road</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. nearest lane</td>
<td>185</td>
<td>395</td>
<td>1500</td>
</tr>
<tr>
<td>b. farthest lane</td>
<td>225</td>
<td>435</td>
<td>1500</td>
</tr>
<tr>
<td>c. average</td>
<td>205</td>
<td>415</td>
<td>1500</td>
</tr>
<tr>
<td>2. Dist. to stop sign (if no sign, 1000)</td>
<td>1000</td>
<td>1000</td>
<td>1000</td>
</tr>
<tr>
<td>3. Road Gradient in percent</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>4. Average speed in mph</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. autos</td>
<td>50</td>
<td>55</td>
<td>55</td>
</tr>
<tr>
<td>b. heavy trucks - uphill</td>
<td>50</td>
<td>55</td>
<td>55</td>
</tr>
<tr>
<td>c. heavy trucks - downhill</td>
<td>50</td>
<td>55</td>
<td>55</td>
</tr>
<tr>
<td>5. Total ADT</td>
<td>87450</td>
<td>87450</td>
<td>198200</td>
</tr>
<tr>
<td>6. Vehicle Breakdown</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. auto (fraction of total ADT)</td>
<td>0.92</td>
<td>0.92</td>
<td>0.92</td>
</tr>
<tr>
<td>(data)</td>
<td>80192</td>
<td>80192</td>
<td>181749.4</td>
</tr>
<tr>
<td>b. med. trucks (fraction of total ADT)</td>
<td>0.03</td>
<td>0.03</td>
<td>0.03</td>
</tr>
<tr>
<td>(data)</td>
<td>2361</td>
<td>2361</td>
<td>5351</td>
</tr>
<tr>
<td>c. cars and med. trucks (data)</td>
<td>103803</td>
<td>103803</td>
<td>235263</td>
</tr>
<tr>
<td>a. trucks (fraction of total ADT)</td>
<td>0.025</td>
<td>0.025</td>
<td>0.025</td>
</tr>
<tr>
<td>uphill (data)</td>
<td>2186</td>
<td>2186</td>
<td>4955</td>
</tr>
<tr>
<td>b. trucks (fraction of total ADT)</td>
<td>0.025</td>
<td>0.025</td>
<td>0.025</td>
</tr>
<tr>
<td>downhill (data)</td>
<td>2186</td>
<td>2186</td>
<td>4955</td>
</tr>
<tr>
<td>c. buses</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>d. trucks and buses (data)</td>
<td>4373</td>
<td>4373</td>
<td>9910</td>
</tr>
<tr>
<td>7. Fraction of traffic from 10pm - 7am</td>
<td></td>
<td></td>
<td>15%</td>
</tr>
<tr>
<td>8. Traffic Data:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Data for Year</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2018</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2038</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Future Year</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10. Calculated DNLs:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2018</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Auto and Med. Truck DNL</td>
<td>68.4</td>
<td>64.6</td>
<td>59.8</td>
</tr>
<tr>
<td>Barrier Effect</td>
<td>0.0</td>
<td>0.0</td>
<td>8.0</td>
</tr>
<tr>
<td>Truck and bus DNL</td>
<td>70.5</td>
<td>66.8</td>
<td>61.9</td>
</tr>
<tr>
<td>Barrier Effect</td>
<td>0.0</td>
<td>0.0</td>
<td>4.6</td>
</tr>
<tr>
<td>Total, All road vehicles</td>
<td>72.6</td>
<td>68.8</td>
<td>58.4</td>
</tr>
<tr>
<td>Total, All Road Segments</td>
<td>74.2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2038</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Auto and Med. Truck DNL</td>
<td>69.8</td>
<td>66.1</td>
<td>61.3</td>
</tr>
<tr>
<td>Barrier Effect</td>
<td>0.0</td>
<td>0.0</td>
<td>8.0</td>
</tr>
<tr>
<td>Truck and bus DNL</td>
<td>72.0</td>
<td>68.2</td>
<td>63.4</td>
</tr>
<tr>
<td>Barrier Effect</td>
<td>0.0</td>
<td>0.0</td>
<td>4.6</td>
</tr>
<tr>
<td>Total, All road vehicles</td>
<td>74.1</td>
<td>70.3</td>
<td>59.8</td>
</tr>
<tr>
<td>Total, All Road Segments</td>
<td>75.7</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
# APPENDIX B: HUD STRACAT SHEETS (STC CALCULATION TOOL)

### (STRaCAT)

#### Part I - Description

<table>
<thead>
<tr>
<th>Project</th>
<th>Sponsor/Developer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Law Harrington Senior Living</td>
<td>The Montrose Center</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Location</th>
<th>Prepared by</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cleburne St., Houston, TX</td>
<td>Arno S. Boermeier</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Noise Level</th>
<th>Date</th>
<th>Primary Source(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>77.1</td>
<td>2018-04-18</td>
<td>Traffic</td>
</tr>
</tbody>
</table>

#### Part II - Wall Components

<table>
<thead>
<tr>
<th>Wall Construction Detail</th>
<th>Area</th>
<th>STC</th>
</tr>
</thead>
<tbody>
<tr>
<td>&quot;2x4&quot; stud with 18&quot; o.c.</td>
<td>200</td>
<td>41</td>
</tr>
<tr>
<td>select wall</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>select wall</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>200 Sq. Feet</td>
<td></td>
<td>41</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Window Construction Detail</th>
<th>Quantity</th>
<th>Sq Ft/Unit</th>
<th>STC</th>
</tr>
</thead>
<tbody>
<tr>
<td>6x5ft picture w/storm sash</td>
<td>2</td>
<td>30</td>
<td>38</td>
</tr>
<tr>
<td>select window</td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>select window</td>
<td></td>
<td></td>
<td>0</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Door Construction Detail</th>
<th>Quantity</th>
<th>Sq Ft/Unit</th>
<th>STC</th>
</tr>
</thead>
<tbody>
<tr>
<td>3x7ft solid-core wood</td>
<td>1</td>
<td>21</td>
<td>27</td>
</tr>
<tr>
<td>select door</td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>select door</td>
<td></td>
<td></td>
<td>0</td>
</tr>
</tbody>
</table>

#### Part III - Results

<table>
<thead>
<tr>
<th>Wall Statistics</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stat: Value</td>
</tr>
<tr>
<td>Area: 200 ft²</td>
</tr>
<tr>
<td>Wall STC: 41</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Aperture Statistics</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aperture: Count: Area % of wall</td>
</tr>
<tr>
<td>Windows: 2: 60 ft²: 30%</td>
</tr>
<tr>
<td>Doors: 1: 21 ft²: 10.5%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td>Criteria: Value</td>
</tr>
<tr>
<td>Noise source sound level(dB): 77.1</td>
</tr>
<tr>
<td>Combined attenuation for wall components: 35.17 dB</td>
</tr>
<tr>
<td>Required attenuation: 35.09999999999994</td>
</tr>
<tr>
<td>Do wall components meet requirements?: Yes</td>
</tr>
</tbody>
</table>

---

- 16 -
### Part I - Description

<table>
<thead>
<tr>
<th>Project</th>
<th>Sponsor/Developer</th>
</tr>
</thead>
<tbody>
<tr>
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<thead>
<tr>
<th>Location</th>
<th>Prepared by</th>
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</thead>
<tbody>
<tr>
<td>Cleburne St., Houston, TX</td>
<td>Arno S. Bommer</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Noise Level</th>
<th>Date</th>
<th>Primary Source(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>73.2</td>
<td>2019-04-18</td>
<td>Traffic</td>
</tr>
</tbody>
</table>

### Part II - Wall Components

#### Wall Construction Detail

<table>
<thead>
<tr>
<th>Area</th>
<th>STC</th>
</tr>
</thead>
<tbody>
<tr>
<td>200</td>
<td>41</td>
</tr>
</tbody>
</table>
- 2x4” stud with 16” o.c.  
- select wall  
- select wall  

200 Sq. Feet  41

#### Window Construction Detail

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Sq Ft/Unit</th>
<th>STC</th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td>10</td>
<td>29</td>
</tr>
</tbody>
</table>
- 30x48” aluminum clad casement  
- select window  
- select window  

#### Door Construction Detail

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Sq Ft/Unit</th>
<th>STC</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>21</td>
<td>27</td>
</tr>
</tbody>
</table>
- 3x7' solid-core wood  
- select door  
- select door  

### Part III - Results

#### Wall Statistics

<table>
<thead>
<tr>
<th>Stat</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Area</td>
<td>200 ft²</td>
</tr>
<tr>
<td>Wall STC</td>
<td>41</td>
</tr>
</tbody>
</table>

#### Aperture Statistics

<table>
<thead>
<tr>
<th>Aperture</th>
<th>Count</th>
<th>Area</th>
<th>% of wall</th>
</tr>
</thead>
<tbody>
<tr>
<td>Windows</td>
<td>6</td>
<td>60 ft²</td>
<td>30%</td>
</tr>
<tr>
<td>Doors</td>
<td>1</td>
<td>21 ft²</td>
<td>10.5%</td>
</tr>
</tbody>
</table>

#### Evaluation Criteria

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Noise source sound level(dB)</td>
<td>73.2</td>
</tr>
</tbody>
</table>

Combined attenuation for wall component: 31.96 dB

Required attenuation: 31.200000000000003

Do Wall components meet requirements? Yes
In the course of the Department's underwriting review of the above referenced application an Administrative Deficiency, as defined in 10 TAC §10.3(a)(2), has been identified. By this notice, the Department is requesting information to clarify or to correct inconsistencies found in the Application or to provide non-material missing information. All Administrative Deficiency requests will be treated in accordance with §10.201(7) of the Uniform Multifamily Rules.

All deficiencies must be satisfactorily corrected or clarified by 5:00 p.m. Central Time on (fifth business day following the date of this deficiency notice).

All documentation should be submitted as a whole using the Department’s Serv-U HTTPs System. Once the documents are submitted to the Serv-U HTTPs system, please email the staff member issuing this notice. If you have questions regarding the Serv-U HTTPs submission process, contact Jason Burr at jason.burr@tdhca.state.tx.us or by phone at (512)475-3986. You may also contact Nicole Fisher at nicole.fisher@tdhca.state.tx.us or by phone at (512)475-2201.

NOTICE: Pursuant to §10.201(7) of the Uniform Multifamily Rules, revised Application exhibits not specifically requested by the Underwriter in an Administrative Deficiency WILL NOT be accepted.

1. What is the reason/who is requiring this deal to be 62 and up rather than 55 and up?

Response:

Applicant/sponsor preference and to preserve options on future re-financing.

2. Are there any federally sourced funds involved in the financing of this deal? Specifically, where is the ultimate source of funds of Montrose Center's loan of $2.5M coming from?

Response:

There are two $2.5M loan amounts from The Montrose Center to the LP. One is from funds raised by The Montrose Center and is therefore private. The Other is a passthrough from the City of Houston. The source of the City of Houston funds is Tax Increment Reinvestment Zone ("TIRZ") funds so these are locally-sourced funds.
3. The Long Term Pro Forma indicates roughly $1.37M in Cumulative Net Cash flow at the end of 30 years. How do you intend on repaying the debt?

Response:

Presume $5M debt less the $1.37M cash flow equals $3.63M still outstanding at 30 years. $3.63M / 112 units is $32,411/unit. Suppose worst case and there is no cash flow to pay down debt. $5M / 112 units is ~$45k a unit. We suspect that if a sale was required to pay down the debt, the development would receive more than $45k/unit 30 years forward. Further, we understand The Montrose Center will continue the existing capital campaign which will probably gain considerable traction after completion of this project as has been the case for other Houston eleemosynary organizations.

4. I am having difficulty getting my total building costs to match the $120.65 per square foot submitted. Are there any comparable properties with known construction costs that you can provide to help substantiate the building cost?

Response:

Comparable is difficult as this is a unique site/building with lots of exterior angles. Take a look at Fenix Estates (17417). Same Architect.

5. Are the storage spaces on floors 2, 3, and 4 for tenant use? And if so, are they free to use?

Response:

There is no rent presumed or planned to be received from the storage spaces. They will most likely be used for building custodial or management purposes and if provided to the residents there will be no charge.

6.

Response:

7.

Response:

8.

Response:

9.

Response:
Underwriting RFI - TDHCA #: 18243
Development Name: 2222 Cleburne
Underwriter: John Conley
Phone: 512-475-3872

In the course of the Department’s underwriting review of the above referenced application an Administrative Deficiency, as defined in 10 TAC §10.3(a)(2), has been identified. By this notice, the Department is requesting information to clarify or to correct inconsistencies found in the Application or to provide non-material missing information. All Administrative Deficiency requests will be treated in accordance with §10.201(7) of the Uniform Multifamily Rules.

**All deficiencies must be satisfactorily corrected or clarified by 5:00 p.m. Central Time on Tuesday, June 12, 2018 (fifth business day following the date of this deficiency notice).**

All documentation should be submitted as a whole using the Department’s Serv-U HTTPS System. Once the documents are submitted to the Serv-U HTTPS system, please email the staff member issuing this notice. If you have questions regarding the Serv-U HTTPS submission process, contact Jason Burr at jason.burr@tdhca.state.tx.us or by phone at (512)475-3986. You may also contact Nicole Fisher at nicole.fisher@tdhca.state.tx.us or by phone at (512)475-2201.

**NOTICE:** Pursuant to §10.201(7) of the Uniform Multifamily Rules, revised Application exhibits not specifically requested by the Underwriter in an Administrative Deficiency WILL NOT be accepted.

1. The Development Cost Schedule contains three additional line items in the Soft Cost section that need clarification. Please **DO NOT** submit an updated schedule. Simply explain in a narrative what the $78.4K, $10K, and $150K are for.

   **Response:**
   Park Fees: $78,400, Tap Fees: 10,000, FF&E: $150,000

2. Are the Montrose Center loans expected to be paid back?

   **Response:**
   Yes. But they are anticipated to be 0% non-amortizing and subject to available cash flow and or proceeds available upon sale. Further, the loans are expected to be reduced through capital campaigns by The Montrose Center for the benefit of 2222 Cleburne.

3. The Options Agreement lists conditions that must be met... One condition is as follows:

   "ii. Application for approval from the Texas Department of Housing and Community Affairs of a 4% housing tax credit for the
Q - Has this condition been updated to reflect the current 9% Application?

Response:

It has not, but since the intent of the provision was to condition the exercise of the option on, in part, the award of 4% LIHTC, we suspect the seller will have no reservation about waiving or amending that requirement given the award of 9% LIHTC as the intent of the seller was for the sponsor to provide evidence that sufficient equity capital had been raised and the 9% award is multiples more than the 4% requirement in the agreement.
In the course of the Department's underwriting review of the above referenced application an Administrative Deficiency, as defined in 10 TAC §10.3(a)(2), has been identified. By this notice, the Department is requesting information to clarify or to correct inconsistencies found in the Application or to provide non-material missing information. All Administrative Deficiency requests will be treated in accordance with §10.201(7) of the Uniform Multifamily Rules.

**All deficiencies must be satisfactorily corrected or clarified by 5:00 p.m. Central Time on Thursday, June 14, 2018 (fifth business day following the date of this deficiency notice).**

All documentation should be submitted as a whole using the Department’s Serv-U HTTPS System. Once the documents are submitted to the Serv-U HTTPS system, please email the staff member issuing this notice. If you have questions regarding the Serv-U HTTPS submission process, contact Jason Burr at jason.burr@tdhca.state.tx.us or by phone at (512)475-3986. You may also contact Nicole Fisher at nicole.fisher@tdhca.state.tx.us or by phone at (512)475-2201.

**NOTICE: Pursuant to §10.201(7) of the Uniform Multifamily Rules, revised Application exhibits not specifically requested by the Underwriter in an Administrative Deficiency WILL NOT be accepted.**

1. Please provide a narrative of the Clinic and the Social Work Areas located in the Clubhouse.
   a. The entity running/operating them.
   b. The services being provided.
   c. Who the services are being provided for.
   d. If they are for profit or not.
   e. Any additional information that would help us understand the space.

Response:

The social service area and health clinic are amenity areas for the benefit of the residents of the development. In the social service area, we will offer various programs to the residents including nutritional and exercise classes. Legacy Community Health will be one of our supportive service providers and will use the health clinic area to provide intermittent general medical checkups for the residents by visiting practitioners. The clinic will not be staffed full time. The partnership is not deriving rental revenue from these residential services and the spaces are not included in eligible basis.
It is also important to note that the residents are not obligated to accept or use the services or programs offered by our supportive service providers in the social service or clinic areas of the development.

2. Please provide the building costs associated with the Clinic and the Social Work space.

   Response:
   
   We are still working on final construction pricing with the GC. We are currently estimating the building costs for the 3,364 SF of clinic and social services area to be approximately $248,936.

3. The PDF version of the Application lists the Voluntary Eligible Building Costs at $7,170,947. The Excel version, on the other hand, has it at $7,179,447. Please clarify which figure is correct.

   Response:
   
   The $7,170,947 figure is correct.
In the course of the Department's underwriting review of the above referenced application an Administrative Deficiency, as defined in 10 TAC §10.3(a)(2), has been identified. By this notice, the Department is requesting information to clarify or to correct inconsistencies found in the Application or to provide non-material missing information. All Administrative Deficiency requests will be treated in accordance with §10.201(7) of the Uniform Multifamily Rules.

All deficiencies must be satisfactorily corrected or clarified by 5:00 p.m. Central Time on Wednesday, June 27, 2018 (fifth business day following the date of this deficiency notice).

All documentation should be submitted as a whole using the Department’s Serv-U HTTPs System. Once the documents are submitted to the Serv-U HTTPs system, please email the staff member issuing this notice. If you have questions regarding the Serv-U HTTPs submission process, contact Jason Burr at jason.burr@tdhca.state.tx.us or by phone at (512)475-3986. You may also contact Nicole Fisher at nicole.fisher@tdhca.state.tx.us or by phone at (512)475-2201.

NOTICE: Pursuant to §10.201(7) of the Uniform Multifamily Rules, revised Application exhibits not specifically requested by the Underwriter in an Administrative Deficiency WILL NOT be accepted.

1.
Per the conversation yesterday with Brent Stewart (06/19/2018), please provide a detailed narrative plan discussing the use of the Clubhouse space.

Response:

Please see the letter from The Montrose Center Uploaded Separately.

2.

Response:

3.

Response:
June 26, 2018

Mr. Johnathan Conley
Texas Department of
Housing and Community Affairs
Real Estate Analysis Division
221 E. 11th Street
Austin, Texas 78701

RE: 18243 – 222 Cleburne – RFI #5

Dear Mr. Conley:

This letter is in response to your recent request for a detailed narrative plan discussing the use of the Clubhouse space.

The first floor contains standard clubhouse amenities that includes office space for property management, restrooms, building related infrastructure, the business center, the library, a multi-purpose room and the kitchen area. The office space for property management, restrooms and infrastructure rooms are self-explanatory. The multi-purpose room is to be utilized by residents for varied purposes that includes movie nights, crafts, lectures, lunches and social events to encourage resident interaction and lesson isolation.

The second floor has resident/social services offices, a conference room, fitness center, break room, and bathrooms. The Montrose Center plans on staffing the resident/social services offices with full and part-time staff including social workers who will relocate to the site from Montrose Center’s main office for the convenience of the residents. The roles and responsibilities of these staff will include:

a) Meal planner that supervises resident lunches funded by the Area Agency on Aging (AAA);

b) Schedulers that coordinate recreation activities and field trips for the residents;

c) Peer outreach to residents to follow-up on wellness, medications, Dr. Appointments; and

d) Social workers for Individual (if needed) and group guidance counseling, and guidance on financial assistance if needed by the residents.

The Montrose Center is a 40-year old non-profit and a United Way Agency and a Department of Health and Human Services grant recipient as well as a grant recipient from more than a dozen other government and corporate sources as well as foundation and individual donors. As part of the government related grants received, the Montrose Center will provide community related social services. So the above staff personnel are paid by the Montrose Center and will be providing social services to the low income residents of 2222 Cleburne as required by the purpose of the grants.
The exam rooms are for intermittent general medical checkups for residents by practitioners, staffed and available based on demand. In our experience it is difficult getting low-income seniors to meet their appointments at doctor’s offices. By bringing medical professionals in closer proximity the residents can more easily arrange for routine checkups and prevent medical complications that otherwise might not be caught. Simple things like blood sugar monitoring, cholesterol, colon cancer screening, etc. Several years ago, the Montrose Center partnered with Legacy Community Health to provide these medical services at our other location and they, like us, are a non-profit United Way Agency and recipient of local and national grants to provide medical services to low-income individuals. As a Federally Qualified Health Clinic we felt it prudent to invite them to provide services on site. The space requirements they provided to the architect are reflected in the plans. The level of staffing and services available will be determined solely by Legacy and based on demand.

We hope we have answered your questions about the intended use of the clubhouse space.

Sincerely,

Ann J. Robison, PhD
Executive Director

cc: Stephan Fairfield
In the course of the Department’s underwriting review of the above referenced application an Administrative Deficiency, as defined in 10 TAC §10.3(a)(2), has been identified. By this notice, the Department is requesting information to clarify or to correct inconsistencies found in the Application or to provide non-material missing information. All Administrative Deficiency requests will be treated in accordance with §10.201(7) of the Uniform Multifamily Rules.

**All deficiencies must be satisfactorily corrected or clarified by 5:00 p.m. Central Time on Thursday, July 5, 2018 (fifth business day following the date of this deficiency notice).**

All documentation should be submitted as a whole using the Department’s Serv-U HTTPS System. Once the documents are submitted to the Serv-U HTTPS system, please email the staff member issuing this notice. If you have questions regarding the Serv-U HTTPS submission process, contact Jason Burr at jason.burr@tdhca.state.tx.us or by phone at (512)475-3986. You may also contact Nicole Fisher at nicole.fisher@tdhca.state.tx.us or by phone at (512)475-2201.

**NOTICE: Pursuant to §10.201(7) of the Uniform Multifamily Rules, revised Application exhibits not specifically requested by the Underwriter in an Administrative Deficiency WILL NOT be accepted.**

1. **Please provide further information regarding the intended use of the two story medical facility located in the 13,000 sf clubhouse at 2222 Cleburne.**

   **Response:**

   The clinic is located only on one floor. The clinic has no input into the remainder of the clubhouse. Based on further discussions with TDHCA, we have reached out to Legacy Community Health to clarify the intended use of the clinic at 2222 Cleburne. First, the exam rooms are for visiting medical professionals. In our experience it is difficult getting low income seniors to meet their appointments at doctor's offices. So by bringing in medical professional to provide intermittent general medical checkups to our seniors we forestall medical complications that otherwise might not be caught. Simple things like blood sugar monitoring, cholesterol, colon cancer screening, etc. The Montrose Center partnered a long time ago with Legacy Community Health to provide these services at our social services location and they, like us, are a non-profit United Way Agency and recipient of local and national grants to provide medical related services to low income people. Legacy is a Federally Qualified Health Clinic which provides funding for low income medical services. So we have agreed to provide them the space to provide voluntary medical services to our low income residents and other low income senior residents in the immediate neighborhood around the development. It is not intended to be a destination clinic.

   The clinic will not be staffed full time. The partnership is not deriving rental revenue from these residential services and the spaces are not included in eligible basis.
2. What building code is applicable to the clubhouse building? Also, what medical equipment will be part of the architectural specifications of the medical space.

Response:

The clinic and ancillary spaces are part of the clubhouse and amenities center. The entire club house will be an accessory use to the apartment complex with the occupancy permit meeting the basic permitting requirements with no additional qualifications required for the medical clinic space. There is no medical equipment in the architectural specifications or plans. Each visiting service provider must be self-sufficient. We provide the space and they provide the expertise and supplies.

3.

Response:

4.

Response:

5.

Response:

6.

Response:

7.

Response:

8.

Response:

9.

Response:
Multifamily Finance Division staff will place scanned copies of appeal documents behind this tab in the application.pdf
Multifamily Finance Division staff will place scanned copies of public comment received behind this tab in the application .pdf
Multifamily Finance Division staff will place scanned copies of Commitment or Determination Notice documents behind this tab in the application .pdf
Multifamily Finance Division staff will place scanned copies of Direct Loan Program Award Letters behind this tab in the application .pdf
Multifamily Finance Division staff will place scanned copies of Carryover Allocation Agreement documents behind this tab in the application .pdf