2018 Multifamily Uniform Application

Campanile on Commerce

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.
MULTIFAMILY DOCUMENT & PAYMENT RECEIPT
TDHCA | Deliver to: 221 E. 11th St., Austin, TX 78701 | Mail to: PO Box 13941, Austin, TX 78711-3941
(This receipt does not attest to the sufficiency of documentation to fulfill Program requirements.)

Development: Campanile on Commerce
Owner: Campanile on Commerce LP
Contact: Les Kilday
Email: les@kildayco.net
Tel: (713) 914-9400

<table>
<thead>
<tr>
<th>TDHCA Application Number</th>
<th>TDHCA Date/Time Stamp</th>
</tr>
</thead>
<tbody>
<tr>
<td>18306</td>
<td>MAR 01 2018</td>
</tr>
</tbody>
</table>

Select Program of Documents/Payments Submitted (note: HTC = Housing Tax Credits)

| [] 99% HTC (Competitive) | [] 4% HTC - Tax Exempt Bond Issuer: | [] Direct Loan |

Indicate All Documents Submitted

<table>
<thead>
<tr>
<th>[] Pre-Application</th>
<th>[] Market Study</th>
<th>[] Phase I ESA</th>
<th>[] Site Design &amp; Dev. Feasibility Report</th>
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<tbody>
<tr>
<td>[] Application</td>
<td>[] Appraisal</td>
<td>[] PCA/CNA</td>
<td>[] Primary Market Area Map</td>
</tr>
<tr>
<td>[] Waiver Request</td>
<td>[] Community Revitalization Plan</td>
<td>[] Community Input</td>
<td>[] UNCR Packet</td>
</tr>
</tbody>
</table>

Describe Payment

Check Amount: $ 2,400.00
Check Number: [Redacted]
HTC Application Fee: 120 X 20 = $ 2,400.00
(full app only) # of Units Per unit fee App. Fee
Check Amount: [Redacted]
Check Number: [Redacted]
Non-Profit or CHDO NP Discounted Fee

NOTE: Housing Tax Credit Program Applicants that are CHDOs or Qualified Nonprofit Organizations and requesting a fee reduction, must attach a copy of their CHDO certificate or evidence of 501(c)(3) or (4) status to this receipt.

2/26/18
Applicant Signature
Staff Initials

Attach Check Here

KILDAY OPERATING LLC
1717 ST JAMES PLACE SUITE 150
HOUSTON, TX 77056

AmegyBank.
PO. Box 7459
Houston, Texas 77217-7459
35-1125/1130

2/26/2018
$ **2,400.00
DOLLARS

PAY TO THE ORDER OF
TDHCA
Two Thousand Four Hundred and 00/100******************************

TDHCA
221 EAST 11TH
AUSTIN, TX 78701

MEMO
Campanile on Commerce

11 13 01 25 01 00 30 17 26 07
CAMPANILE ON COMMERCE
TDHCA # 18306

Tab 1a
App. Certification
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: Campanile on Commerce

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.

Campanile on Commerce LP

By: 

Signature of Authorized Representative
Les Kilday

Printed Name
Member

Title

2/20/2018

Date

Sworn to and subscribed before me on the _____ day of _______ , 2018

by Les Kilday

(Personalized Seal)

Phyliss McGuyer Sefeldt
Notary Public Signature
Texas

Notary Public, State of
Harris

County of
2/19/2019

My Commission Expires:
2/20/2018

Date

2/9/2018 2:12 PM
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>
</tr>
<tr>
<td>February 22, 2018</td>
<td>December 8, 2017</td>
</tr>
<tr>
<td>March 22, 2018</td>
<td>January 5, 2018</td>
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<tr>
<td>April 26, 2018</td>
<td>February 9, 2018</td>
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<tr>
<td>May 24, 2018</td>
<td>March 9, 2018</td>
</tr>
<tr>
<td>June 28, 2018</td>
<td>April 13, 2018</td>
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<tr>
<td>July 12, 2018</td>
<td>April 27, 2018</td>
</tr>
<tr>
<td>July 26, 2018</td>
<td>May 11, 2018</td>
</tr>
</tbody>
</table>
An Inducement Resolution has been approved by the Bond Issuer and a copy has been provided behind Tab 8.

NOT APPLICABLE
CAMPANILE ON COMMERCE
TDHCA # 18306

Tab 2
Cert of Dev. Owner
**The form should be executed, notarized, and included in the full application document.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Accessibility Requirements**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- [ ] 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;

- [x] 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):

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

  - [x] 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;
X is located within 1,000 feet of a blighted or abandoned area as further described in §10.101(a)(3)(B)(iii) of the Uniform Multifamily Rules;

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

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

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

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

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

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

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

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

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

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

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

Signature

Les Kilday

Printed Name

Member

Title

2/23/18

Date

THE STATE OF Texas §

COUNTY OF Harris §

Before me, a notary public, on this day personally appeared Les Kilday, 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 23 day of February 2018

(Seal)

Phyllis McGuyer Sefelit
Notary Public Signature

Page 8 of 8
2018 Disclosure of:

Termination of Relationship(s) in an Affordable Housing Transaction

Principals Les Kilday and R. R. Kilday previously reported voluntarily ending their involvement with Birdsong Place Villas (#060168) during the 2011 and subsequent Competitive Rounds.

R. R. Kilday previously reported voluntarily ending his involvement with The Greens on Turtle Creek (#01073) during the 2012 and subsequent Competitive Rounds.

R. R. Kilday’s voluntary termination of involvement in North Forest Trails Apartments (#03417) through the TDHCA’s Ownership Transfer process was approved by Cari Garcia of Asset Management on September 16, 2014, without adverse consequences to any of the parties.
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/.

☒ 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.

Please see attached document about any possible blighted structures within 1,000 feet of the proposed development site.
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; For this purpose neighborhood boundaries are determined by TIRZ #23 & the Greater East End Management District. Map Attached.

☐ Assessment of general land use in the neighborhood; Please see attached land use map for TIRZ #23 attached.

☐ 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); Full assessment of neighborhood was reviewed, and is available on the TIRZ 23 website referenced in the attachments.

☐ 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; Additional information to be provided in full market study.

☐ 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; Additional information to be provided in full market study.

☐ Assessment of the number of market rate multifamily units in the neighborhood and their current rents and levels of occupancy; Additional information to be provided in full market study.

☐ 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):

[X] 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):

[X] 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.
Figure 2 - Super Neighborhoods

- GREATER FIFTH WARD SN: 55
- SECOND WARD SN: 63
- GREATER EASTWOOD SN: 64
- GREATER THIRD WARD SN: 67
- MAGNOLIA PARK SN: 82
- LAWNDALE / WAYSIDE SN: 88
- DOWNTOWN SN: 61
- DENVER HARBOR / PORT HOUSTON SN: 56

Development Site

Service Layer Credits: Sources: Esri, DeLorme, NAVTEQ, TomTom, USGS, Intermap, iPC, NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand)
The threshold for blight, vacant/abandoned structures, or structures in a state of disrepair is a bit of a subjective threshold item. While entities like the Greater East End Management District and the Harrisburg Redevelopment Authority (TIRZ 23) have done an exemplary job cleaning up the area around our proposed development site at 2800 Commerce Street, the presence of vacant historic Second Ward shotgun homes and other structures is still there.

Below are some examples of structures that may be considered blighted/abandoned within 1,000 feet of the proposed development site, including a map to show their locations.
Item 1

This item is the only vacant commercial building we were able to find within a 1,000 foot radius of the development site. While this property does show signs of being overgrown with some vegetation, it is locked up tight, not a nuisance or safety hazard, and has no signs of vandalism.
Item 2

This item is an example of a vacant lot and house in a state of considerable disrepair that can be found within a 1,000 foot radius of our proposed development site. While this house is in a state of disrepair like many in the Second Ward are this house is still inhabited.

Item 3

This final item is a photo of two homes in serious state of disrepair that while they are vacant they have not been abandoned by the owners who are still paying taxes on the properties.

Mitigation

While the condition of these structures may trigger TDHCA’s blighted structure threshold item they also sit in an area where serious reinvestment via both the private and public sectors is well underway, see attached New Residential Construction documents. In addition to the public and private investments into the area
For evidence of public and or private investments into the area take a look at the attached East End New Residential Construction PDF.

For additional information on investments made possible by the Harrisburg TIRZ (TIRZ #23) you can visit the following website, but for quick reference we have extracted some pages from the PDF that directly relate to projects underway to revitalize the area.

East End New Residential Construction

- **Townhomes** (Completed & Planned)
  - 2,601 Units

- **Multi-Family** (Completed & Planned)
  - 3,557 Units

- **Mixed Use** (Townhomes & Multi-Family)

New Residents: 9,890
Existing Plans and Studies

The following is a list of plans and studies, completed by the City of Houston and other entities that affect the area.

Plan Houston - Plan Houston is Houston’s first General Plan. The Plan describes a vision for Houston’s future and identifies policies, plans, and programs that represent the City’s long-term priorities for achieving the vision. As part of this process, twelve core strategies were developed that represent priorities the City should pursue to achieve the community’s vision and goals.

Houston Bike Plan – The City of Houston is currently updating the City’s Comprehensive Bikeway Plan, which was originally adopted in 1993. The Plan will clarify a vision and goals for biking in Houston and identify future projects to create a citywide bicycle network. The plan proposes a network that will serve a broader spectrum of people who bike at all skill levels, providing more transportation choices, with both on-street and off-street facilities and building on current efforts such as the recent Bayou Greenways Initiative to create a well-connected citywide bicycle system. The plan is currently in the draft stages and is expected to be completed in Spring 2016.

Buffalo Bayou and Beyond – Buffalo Bayou Partnership has been actively pursuing plans and programs for a 10-mile stretch of Buffalo Bayou from Shepherd Drive to the Port of Houston Turning Basin. In 2002 The Buffalo Bayou Partnership embarked on an historic planning effort to develop Buffalo Bayou and Beyond, the organization’s visionary 20-year Master Plan. The plan’s goals and planning concepts balance conservation and development and create projects that serve multiple purposes including recreation, flood management and ecosystem restoration.

Parks Master Plan – The City of Houston’s 2015 Parks Master Plan is an assessment of the city by individual park sector. TIRZ 23 is included in Sector 11. The Plan identifies priorities and recommendations for the area based on a needs assessment and service area analysis.

East End Livable Centers Plan – The Greater East End Livable Centers Plan was developed in 2009 as part of the Houston-Galveston Area Council’s Livable Centers strategy. The Plan addresses pedestrian/transit access, land use strategies and urban form in the area roughly bounded by US 59 on the west, Harrisburg on the south, York to the east and Clinton to the north.

The Greater East End Livable Centers Master Plan was prepared in 2011. The plan addresses redevelopment of the Second Ward as well as a portion of the Fifth Ward just north of Buffalo Bayou. The Master Plan projects that the area will transition from an industrial/warehouse character to a mixed-use urban neighborhood with denser housing types served by retail and commercial uses. The Plan identifies Navigation Boulevard as a “main street” that would include destination uses including restaurants and museums. While the industrial area north of the Bayou would be a focus of office uses. The report identifies a number of recommendations necessary to redevelop the area, including infrastructure improvements to roadways and rail crossings, an urban circulator, connections to Buffalo Bayou and development guidelines and incentives.

The Greater East End Urban Village Development Potential Report was developed in 2012. The Plan assesses the development potential of the East End area roughly bounded by US 59 on the west, Harrisburg on the south, N Everton Street on the east, and Clinton Drive on the north. The plan identifies goals and a vision for the area, assesses existing conditions, develops a general development plan, identifies standards for the area including recommending the creation of a special purpose urban district and recommends pilot projects. Pilot projects include a Residential TND, to include 300-350 units of housing, an Urban Village Mixed-use Center, with residential and retail uses and the York Rail Transit Station TOD with residential and commercial uses.

East End Mobility Study was developed in 2012 to look at mobility improvements within the area bounded to the north by I-10, to the west by US 59, to the south by I-45 and to the east by Lockwood Drive. The study assessed conditions under two development scenarios and identified improvement opportunities related to roadways, transit, pedestrian and bicycle, wayfinding and development.

Redeveloping the East End (Catalysts for Sustainable Transitions) is a report prepared by the Urban Land Institute Technical Assistance Panel in 2015. The report provides recommendations to assist cohesive redevelopment in the East End including housing for a range of incomes, growth of retail and other sectors, builds connections to Buffalo Bayou and focuses growth along transit corridors and underutilized post industrial property. The report recommends the creation of an area wide 380 agreement called the Harrisburg Living Initiative to spur initial residential development along the light rail line.
There are two candidate projects within the study area:

Sampson Street, from Polk Street to Navigation Boulevard.

N-2012T-0002 – The preliminary engineering report proposes York Street to be a 4-lane 2-way undivided thoroughfare with 12-foot lanes while Sampson is proposed to be converted into a 2-lane 2-way local road with parking lanes on the outside.

Magnolia Park Area M-2015-009-05 - The area was chosen for pre-engineering study because of inadequate drainage systems, inadequate water and sanitary sewer systems, and below average road conditions.

Capital Improvements

Figure 29 shows planned roadway and infrastructure improvements identified in the City of Houston’s CIP.

Major roadway projects include:

Lockwood: Project provides for the design and reconstruction of a six-lane, divided, concrete roadway from Crites Street to south of Navigation Boulevard and four-lane, divided, concrete roadway from south of Navigation Boulevard to Harrisburg Boulevard and necessary utilities.

Harrisburg: Project provides for major reconstruction of existing selected railroad crossings and improvements to lighting and signal systems not included in normal street construction projects.

Rebuild Houston +5

The Rebuild Houston +5 year plan includes need areas that scored the highest in each of three categories (storm drainage, thoroughfares/collectors and local streets). These areas are put in the 6-10 year plan for pre-engineering.

Planned Infrastructure Improvements
### Table 19 - Capital Improvement Projects

<table>
<thead>
<tr>
<th>Map #</th>
<th>CIP No.</th>
<th>Description</th>
<th>Cost</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>S-000035-0153</td>
<td>Water Line Replacement in Commerce Area</td>
<td>$3,799,993</td>
<td>Future Construction</td>
</tr>
<tr>
<td>2</td>
<td>S-000900-0163</td>
<td>Miscellaneous Large Diameter Water Line Improvements Package No. 1</td>
<td>$8,000,000</td>
<td>Future Construction</td>
</tr>
<tr>
<td>3</td>
<td>S-000900-0131</td>
<td>72-inch Water Line from Dowling to Anita along Polk, St. Emanuel, Clay, Chenevert, Hadley, and Crawford</td>
<td>$23,161,000</td>
<td>Future Construction</td>
</tr>
<tr>
<td>4</td>
<td>N-100027-0001</td>
<td>S Lockwood Waterline Improvements</td>
<td>$8,281,000</td>
<td>Future Construction</td>
</tr>
<tr>
<td></td>
<td>N-100027-0001</td>
<td>S. Lockwood Paving and Drainage: Crites Street To Harrisburg</td>
<td>Future Construction</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>N-000670-0003</td>
<td>Harrisburg Overpass: Taylor St and 66th St (at HBTRR)</td>
<td>$7,000,000</td>
<td>Under Construction</td>
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<tr>
<td>6</td>
<td>N-210011-0001</td>
<td>Lawndale/Wayside Area Paving and Drainage</td>
<td>$10,009,191</td>
<td>Future Construction</td>
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<tr>
<td></td>
<td>N-210011-0001</td>
<td>Supply Row Area Waterline Improvements</td>
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<td></td>
</tr>
<tr>
<td>7</td>
<td>R-002011-0087</td>
<td>Neighborhood Sewer System Improvements - Basin AS074, Basin SB142, and Fuqua Lift Station Force Main Discharge</td>
<td>$4,425,000</td>
<td>Future Construction</td>
</tr>
</tbody>
</table>

Rehabilitation Projects

| 8     | N-321038-0010 | Concrete Street Multiple Panel Replacement: Polk St: Collier St To S Wayside | Under Design |
Figure 29 - CIP 2015-2020
Observations

Based on field reconnaissance, the following general observations/issues were identified in the Zone. Through further study and evaluation these issues could turn into potential needs and specific projects for the area.

**Roadways and Transit**

Improvements to Harrisburg have improved the entire corridor and brought light rail to the East End. By Fall of 2016, an overpass will complete the rail line and connect it to the transit center located near Wayside. Other roadways require improvements ranging from spot repair to reconstruction. Commerce Street and adjacent roadways, for example, appear to be in poor condition and are cited by area residents as a problem to be addressed. Other roadways such as Polk Street are in poor condition at critical areas.
SIDEWALKS AND PEDESTRIAN SPACES

The East End Management District has been particularly diligent in improvements to sidewalks and intersections treatments throughout the area, including landscaping and streetscape enhancements. Recent improvements near facilities such as Flores Library have helped to address some concerns by area residents. However, despite substantial effort, the condition of sidewalks and intersection treatments in other areas of the community remain unresolved.

TRAILS AND BIKE PATHS

The East End enjoys a series of dedicated hike and bike trails, including the Harrisburg Trail. However, the system largely depends upon shared lanes along within local neighborhoods and dedicated bike lanes that are often difficult to discern or in poor repair. While residents in the area note appreciation for current improvements, they look for additional improvements that would add to the safety and attractiveness of the system, as well as critical connections and continued improvement to pathways.
Cultural and Public Facilities
The East End enjoys access to a number of facilities ranging from nonprofit entities such as Talento Bilingue de Houston, community support facilities such as the Ripley House established by Neighborhood Centers Inc., and City of Houston facilities such as Flores Library and Stanaker Library. Residents have cited a need for improvements to local cultural and public facilities, specifically citing Flores Library as an example.

Parks and Recreational Facilities
Park facilities in the community include such as Mason Park, Eastwood Park and Settegast Park offer an impressive range of facilities for East End residents. Gus Wortham Golf Course is proposed to be substantially improved in the future. The park system is also complemented by Spark Parks such as the facility located at Tijerina Elementary and public places such as the highly regarded and heavily utilized Esplanade on Navigation Boulevard. Residents have requested improvements to the existing park network such as improvements to the pool and other amenities at Eastwood Park.
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/.

☐ 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.

The site is sitting in census tract #48201310100 which neighborhood scout says has a violent crime rate of 18.26 per 1,000. The site is not within 1,000 feet of any other census tract.
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; Original report boundaries were determined by Neighborhood Scout, the analysis boundaries were determined by Houston PD Beat map (enclosed).
- Assessment of general land use in the neighborhood; Please see attached Houston Land Use Maps for the 10H10 beat area (aka Second Ward).
- 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; Additional information to be provided in full market study.
- 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; Additional information to be provided in full market study.

- Assessment of the number of market rate multifamily units in the neighborhood and their current rents and levels of occupancy; Additional information to be provided in full market study.

- 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.
The threshold for the rate of Part I violent crimes includes anything greater than 18 per 1,000 persons annually. According to NeighborhoodScout, the subject census tract (48201310100) has a Part I violent crime rate of 18.26 per 1,000 persons annually, just exceeding the threshold limit.

The property is located within the Houston Police Department’s (Houston PD) Beat 10H10. The census tract 48201310100 is located (mostly) within Houston PD Beat 10H10, it however does not make up the entirety of the census tract. The actual instances of Part I violent crimes, based on Houston HP data available at http://www.houstontx.gov/police/cs/beatpages/cs10h10.htm is summarized in the chart below. Population estimates are from American Fact Finder data for all of the blocks included in Houston PD’s Beat 10H10, and the adjusted population figures are based on the population percentage changes for the census tracts containing the blocks from 2015 to 2016. A map of the beat boundaries, beat blocks, and associated census tract boundaries are attached.

The data below reflects both a decrease in Part I violent crimes from 2016 to 2017 and that the actual ratio of Part I violent crimes per 1,000 is well below the 18 per 1,000 persons threshold ratio.

<table>
<thead>
<tr>
<th>Year</th>
<th>Beat Blocks</th>
<th>Adj Pop. 2016</th>
<th>Adj Pop. 2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>2010</td>
<td>13,462</td>
<td>12,966</td>
<td>12,208</td>
</tr>
<tr>
<td></td>
<td></td>
<td>12.97</td>
<td>12.21</td>
</tr>
</tbody>
</table>

**Houston Police Beat 10H10**

<table>
<thead>
<tr>
<th>Month</th>
<th>2016 Violent Crimes</th>
<th>2017 Violent Crimes</th>
</tr>
</thead>
<tbody>
<tr>
<td>January</td>
<td>10</td>
<td>11</td>
</tr>
<tr>
<td>February</td>
<td>8</td>
<td>4</td>
</tr>
<tr>
<td>March</td>
<td>7</td>
<td>10</td>
</tr>
<tr>
<td>April</td>
<td>7</td>
<td>5</td>
</tr>
<tr>
<td>May</td>
<td>8</td>
<td>12</td>
</tr>
<tr>
<td>June</td>
<td>10</td>
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<td>July</td>
<td>4</td>
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<tr>
<td>August</td>
<td>11</td>
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<td>September</td>
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<td>November</td>
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<td>15</td>
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<tr>
<td>December</td>
<td>14</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>118</td>
<td>101</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Violent Crime/1,000</th>
<th>2010</th>
<th>2017</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>9.10</td>
<td>8.27</td>
</tr>
</tbody>
</table>

As further mitigation for the Part I violent crime rates as determined by NeighborhoodScout, the property will employ security and install cameras at the entry locations and potential “hot spots” (garage, community room, business center, etc.) as a deterrent.
Houston Beat 10H10

[Map of Houston Beat 10H10 showing streets and marked development sites.

http://www.houstontx.gov/police/cs/beatmaps/10h10.gif

★ = Development Site]
Date
1/3/2016
1/5/2016
1/9/2016
1/12/2016
1/13/2016
1/13/2016
1/18/2016
1/22/2016
1/23/2016
1/24/2016
2/3/2016
2/3/2016
2/9/2016
2/10/2016
2/10/2016
2/13/2016
2/19/2016
2/27/2016
3/2/2016
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9/7/2016

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Offense Type
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Premise
Apartment Parking Lot
Apartment
Service or Gas Station
Apartment Parking Lot
Apartment Parking Lot
Apartment
Residence or House
Convenience Store
Road, Street, or Sidewalk
Apartment Parking Lot
Apartment Parking Lot
Driveway
Convenience Store
Field, Woods, Forest, Park
Road, Street, or Sidewalk
Road, Street, or Sidewalk
Apartment
Residence or House
Residence or House
Road, Street, or Sidewalk
Service or Gas Station
Residence or House
Apartment
Restaurant or Cafeteria Parking Lot
Residence or House
Residence or House
Road, Street, or Sidewalk
Road, Street, or Sidewalk
Apartment
Road, Street, or Sidewalk
Other Parking Lot
Apartment
Road, Street, or Sidewalk
Other Parking Lot
Road, Street, or Sidewalk
Residence or House
Bar or Night Club
Road, Street, or Sidewalk
Road, Street, or Sidewalk
Road, Street, or Sidewalk
Driveway
Road, Street, or Sidewalk
Road, Street, or Sidewalk
Road, Street, or Sidewalk
Road, Street, or Sidewalk
Road, Street, or Sidewalk
Service or Gas Station
Residence or House
Apartment
Light Rail Platform
Residence or House
Residence or House
Residence or House
Road, Street, or Sidewalk
Apartment
Apartment
Multi‐Plex Home (Duplex,Triplex Etc.)
Road, Street, or Sidewalk
Apartment
Convenience Store Parking Lot
Other Parking Lot
Car Wash
Apartment
Road, Street, or Sidewalk
Apartment Parking Lot
Road, Street, or Sidewalk
Apartment Parking Lot

BlockRange
2100‐2199
2800‐2899
2500‐2599
2400‐2499
100‐199
5600‐5699
5300‐5399
5200‐5299
100‐199
1900‐1999
1900‐1999
3400‐3499
5500‐5599
5000‐5099
700‐799
1900‐1999
200‐299
100‐199
100‐199
3400‐3499
3300‐3399
4700‐4799
2100‐2199
300‐399
2000‐2099
100‐199
4000‐4099
400‐499
1900‐1999
200‐299
5000‐5099
2100‐2199
4000‐4099
4500‐4599
4000‐4099
4400‐4499
3900‐3999
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300‐399
2700‐2799
200‐299
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4000‐4099
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100‐199
2000‐2099
500‐599
5300‐5399
UNK
200‐299
UNK
UNK
1900‐1999

StreetName
CANAL
CANAL
NAVIGATION
CANAL
CLIFTON
SHERMAN
HARRISBURG
CANAL
YORK
RUNNELS
RUNNELS
ENGELKE
SHERMAN
HARRISBURG
DRENNAN
RUNNELS
GRACE
MILBY
EDGEWOOD
HARRISBURG
NAVIGATION
BRADY
RUNNELS
LOCKWOOD
RUNNELS
MILBY
MILBY
YORK
RUNNELS
CAYLOR
HARRISBURG
CANAL
CANAL
HARRISBURG
GARROW
GARROW
CANAL
MILBY
ROBERTS
GARROW
ESTELLE
STILES
BRADY
RUNNELS
LENOX
BURR
LOCKWOOD
ESTELLE
CANAL
HARRISBURG
GARROW
MILBY
LOCKWOOD
SAMPSON
MILBY
BURR
EVERTON
STILES
YORK
SAMPSON
RUNNELS
LOCKWOOD
HARRISBURG
BRYAN
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12/28/2016 20 Robbery 10H10 Road, Street, or Sidewalk 5200-5299 CANAL ST - 1
12/28/2016 22 Aggravated Assault 10H10 Road, Street, or Sidewalk 3800-3899 MENARD - 1
12/15/2016 10 Rape 10H10 Residence or House 1900-1999 RUNNELS - 1
12/25/2016 22 Robbery 10H10 Bar or Night Club Parking Lot 200-299 CAYLOR - 1
9/26/2016 17 Aggravated Assault 10H10 Apartment 100-199 MILBY ST N - 1
9/29/2016 23 Aggravated Assault 10H10 Residence or House 1900-1999 RUNNELS - 1
10/1/2016 18 Robbery 10H10 Commercial Building 3800-3899 HARRISBURG BLVD - 1
10/15/2016 8 Aggravated Assault 10H10 Apartment 1900-1999 RUNNELS - 1
10/16/2016 17 Aggravated Assault 10H10 Road, Street, or Sidewalk 100-199 BRYAN - 1
10/17/2016 4 Robbery 10H10 Road, Street, or Sidewalk 200-299 STILES - 1
10/20/2016 20 Robbery 10H10 Road, Street, or Sidewalk 2400-2499 CONVERSE ST - 1
10/21/2016 19 Aggravated Assault 10H10 Apartment 300-399 ADAMS ST - 1
10/24/2016 19 Aggravated Assault 10H10 Road, Street, or Sidewalk 300-399 LOCKWOOD DR OR S - 1
10/31/2016 22 Robbery 10H10 Residence or House 4300-4399 CANAL ST - 1
11/3/2016 23 Aggravated Assault 10H10 Road, Street, or Sidewalk 6000-6099 CANAL ST - 1
11/4/2016 23 Robbery 10H10 Road, Street, or Sidewalk 4700-4799 CANAL ST - 1
11/6/2016 16 Robbery 10H10 Light Rail Platform 4600-4699 HARRISBURG BLVD - 1
11/7/2016 13 Aggravated Assault 10H10 Residence or House 400-499 EVERTON ST N - 2
11/7/2016 22 Robbery 10H10 Apartment Parking Lot 3800-3899 MENARD - 1
11/16/2016 6 Robbery 10H10 Pool Hall or Game Room 5900-5999 HARRISBURG BLVD - 1
11/16/2016 20 Robbery 10H10 Apartment Parking Lot 1900-1999 RUNNELS - 1
11/25/2016 16 Robbery 10H10 Miscellaneous Business (Non-Specific) 2000-2099 RUNNELS - 1
11/28/2016 23 Aggravated Assault 10H10 Residence or House 200-299 MARSDEN - 2
11/29/2016 10 Aggravated Assault 10H10 Commercial Building 3100-3199 NAVIGATION - 1
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12/8/2016 14 Robbery 10H10 Convenience Store Parking Lot 5000-5099 HARRISBURG BLVD - 1
12/8/2016 21 Robbery 10H10 Apartment Parking Lot 1900-1999 RUNNELS - 1
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12/15/2016 1 Robbery 10H10 Road, Street, or Sidewalk 200-299 LOCKWOOD DR OR S - 1
12/17/2016 9 Robbery 10H10 Road, Street, or Sidewalk UNK WILMER @ HUNT - 1
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12/18/2016 18 Aggravated Assault 10H10 Residence or House 6300-6399 BRADY ST - 1
12/20/2016 15 Robbery 10H10 Road, Street, or Sidewalk 3500-3599 CANAL ST - 1
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12/25/2016 21 Rape 10H10 Residence or House 6000-6099 GARROW ST - 1
12/27/2016 15 Aggravated Assault 10H10 Other Parking Lot 600-699 ST N - 1
12/28/2016 20 Aggravated Assault 10H10 Residence or House 100-199 MAPLEWOOD CT N - 1
1/1/2017 7 Aggravated Assault 10H10 Apartment 2800-2899 CANAL ST - 1
1/10/2017 15 Robbery 10H10 Apartment Parking Lot 1900-1999 RUNNELS - 1
1/13/2017 10 Robbery 10H10 Light Rail (Metro Rail) Vehicle 4500-4599 HARRISBURG BLVD - 1
1/13/2017 12 Aggravated Assault 10H10 Road, Street, or Sidewalk 100-199 KENDALL - 1
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1/15/2017 21 Aggravated Assault 10H10 Residence or House 100-199 YORK ST N - 1
1/16/2017 16 Aggravated Assault 10H10 Residence or House 4800-4899 SHERMAN ST N - 1
1/16/2017 22 Robbery 10H10 Residence or House 100-199 YORK ST N - 1
1/18/2017 19 Robbery 10H10 Road, Street, or Sidewalk 300-399 JENSEN DR S - 1
1/27/2017 19 Aggravated Assault 10H10 Road, Street, or Sidewalk 4400-4499 NAVIGATION - 1
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2/5/2017 22 Rape 10H10 Service or Gas Station 300-399 LOCKWOOD DR OR S - 1
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2/28/2017 21 Robbery 10H10 Road, Street, or Sidewalk 100-199 SIDNEY - 1
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3/9/2017 20 Robbery 10H10 Restaurant or Cafeteria 300-399 LOCKWOOD DR OR S - 1
3/9/2017 23 Robbery 10H10 Convenience Store Parking Lot 5000-5099 HARRISBURG BLVD - 1
3/15/2017 12 Aggravated Assault 10H10 Residence or House 4100-4199 BASIL ST - 1
3/20/2017 12 Robbery 10H10 Road, Street, or Sidewalk 5600-5699 HARRISBURG BLVD - 1

[Table of incidents with corresponding dates and locations]
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<th>Location Type</th>
<th>Address</th>
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THE 2800 COMMERCE ST NEIGHBORHOOD CRIME

NEIGHBORHOOD CRIME DATA

TOTAL CRIME INDEX

7
(100 is safest)
Safer than 7% of U.S. neighborhoods.

NEIGHBORHOOD ANNUAL CRIMES

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<th>PROPERTY</th>
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NEIGHBORHOOD VIOLENT CRIME

VIOLENT CRIME INDEX

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(100 is safest)
Safer than 4% of U.S. neighborhoods.

VIOLENT CRIME INDEX BY TYPE

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<th>RAPE INDEX</th>
<th>ROBBERY INDEX</th>
<th>ASSAULT INDEX</th>
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VIOLENT CRIME COMPARISON (PER 1,000 RESIDENTS)

MY CHANCES OF BECOMING A VICTIM OF A VIOLENT CRIME

1 IN 55
In this Neighborhood

1 IN 95
In Houston

1 IN 230
In Texas
HOUSTON VIOLENT CRIMES

POPULATION: 2,303,482

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UNITED STATES VIOLENT CRIMES

POPULATION: 323,127,513

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<td>Report Total</td>
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<td>130,603</td>
<td>332,198</td>
<td>803,007</td>
</tr>
<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

9

(100 is safest)

Safer than 9% of U.S. neighborhoods.

PROPERTY CRIME INDEX BY TYPE

<table>
<thead>
<tr>
<th>BURGLARY INDEX</th>
<th>THEFT INDEX</th>
<th>MOTOR VEHICLE THEFT</th>
</tr>
</thead>
<tbody>
<tr>
<td>11</td>
<td>10</td>
<td>36</td>
</tr>
</tbody>
</table>

PROPERTY CRIME COMPARISON (PER 1,000 RESIDENTS)

MY CHANCES OF BECOMING A VICTIM OF A PROPERTY CRIME

1 IN 18

in this Neighborhood

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>
</tr>
</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>
</tr>
<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

<table>
<thead>
<tr>
<th></th>
<th>This Neighborhood</th>
<th>Houston</th>
<th>Texas</th>
</tr>
</thead>
<tbody>
<tr>
<td>Burglary</td>
<td>344</td>
<td>203</td>
<td>30</td>
</tr>
<tr>
<td>Theft</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vehicle</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
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):

- [X] 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.

The site is sitting in census tract #48201310100 which site demographics has listed as having a poverty rate of 42.1%.
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; The boundaries used for this analysis are the boundaries of the census tract.
- Assessment of general land use in the neighborhood; Please see attached Houston Land Use Maps for the CT area (shaded yellow).
- 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; Additional information to be provided in full market study
- 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; According to American fact finder the median household income for the Houston MSA is $44,141 and in the CT 1,223 (or 50.2%) of the households fall at or below that median.
- Assessment of the number of market rate multifamily units in the neighborhood and their current rents and levels of occupancy; Additional information to be provided in full market study
- 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.

The site sits in CT 48201310100, which is part of Houston's Downtown and Second Ward super neighborhoods. Houston's Downtown super neighborhood also contains CT 48201310200 which the CT containing the site is contiguous to with no barrier such as highways, rivers, or other physical barriers. According to site demographics the poverty rate for the contiguous CT is 9.3%, thus mitigating the 42.1% poverty rate of the site containing the site.
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.
Opportunity Index Data (§11.9(c)(4) of the 2018 Qualified Allocation Plan)

The median household income data is from table B19013 and the poverty data is from table S1701 of the 2011 - 2015 5-year American Community Survey (ACS). This data corresponds with the Opportunity Index scoring item at §119(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>Region</th>
<th>Census Tract</th>
<th>County</th>
<th>County FIPS</th>
<th>Poverty Rate</th>
<th>Median Poverty Rate by Region</th>
<th>Poverty Rate Rank</th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td>48201310100</td>
<td>Harris</td>
<td>48201</td>
<td>42.1</td>
<td>Over</td>
<td>Q1</td>
</tr>
<tr>
<td>6</td>
<td>48201310200</td>
<td>Harris</td>
<td>48201</td>
<td>9.3</td>
<td>OK</td>
<td>Q4</td>
</tr>
</tbody>
</table>

Note: Median Household Incomes that are designated as 250,000+ are recoded as 250,000

*According to the current draft QAP, any poverty rate that is greater than the median for the region or 20% does not qualified for OI points under (4)(A)
Second 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
★ = Development Site

Source: City of Houston GIS Database, Harris County Appraisal District
Date: November 16, 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.
Downtown: 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 15, 2017

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<table>
<thead>
<tr>
<th>Subject</th>
<th>Census Tract 3101, Harris County, Texas</th>
<th>Houston-The Woodlands-Sugar Land, TX Metro Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>Households</td>
<td>Estimate</td>
<td>Margin of Error</td>
</tr>
<tr>
<td>Households</td>
<td>2,435</td>
<td>+/-151</td>
</tr>
<tr>
<td>One race--</td>
<td></td>
<td></td>
</tr>
<tr>
<td>White</td>
<td>58.2%</td>
<td>+/-7.1</td>
</tr>
<tr>
<td>Black or African American</td>
<td>25.4%</td>
<td>+/-6.6</td>
</tr>
<tr>
<td>American Indian and Alaska Native</td>
<td>1.1%</td>
<td>+/-1.6</td>
</tr>
<tr>
<td>Asian</td>
<td>4.0%</td>
<td>+/-3.6</td>
</tr>
<tr>
<td>Native Hawaiian and Other Pacific Islander</td>
<td>0.0%</td>
<td>+/-1.5</td>
</tr>
<tr>
<td>Some other race</td>
<td>8.6%</td>
<td>+/-4.4</td>
</tr>
<tr>
<td>Two or more races</td>
<td>2.8%</td>
<td>+/-2.2</td>
</tr>
<tr>
<td>Hispanic or Latino origin (of any race)</td>
<td>40.4%</td>
<td>+/-8.6</td>
</tr>
<tr>
<td>White alone, not Hispanic or Latino</td>
<td>27.4%</td>
<td>+/-7.1</td>
</tr>
</tbody>
</table>

**HOUSEHOLD INCOME BY AGE OF HOUSEHOLDER**

| 15 to 24 years | 7.8% | +/-4.6 | - | ** | 4.0% |
| 25 to 44 years | 54.9% | +/-8.7 | 64,643 | +/-23,083 | 40.1% |
| 45 to 64 years | 31.0% | +/-7.4 | 23,514 | +/-16,178 | 39.2% |
| 65 years and over | 6.3% | +/-2.6 | 41,000 | +/-16,864 | 16.7% |

**FAMILIES**

| Families | Estimate | Margin of Error | Total | Median income (dollars) | Estimate | Margin of Error |
|---------|----------------------------------------|-----------------------------------------------|
| Families | 979 | +/-209 | 1,566,793 |
| With own children of householder under 18 years | 41.7% | +/-12.8 | 15,978 | +/-4,714 | 49.9% |
| With no own children of householder under 18 years | 58.3% | +/-12.8 | 58,155 | +/-47,484 | 50.1% |
| Married-couple families | 38.2% | +/-12.2 | - | ** | 72.0% |
| Female householder, no husband present | 48.2% | +/-12.5 | 16,685 | +/-9,837 | 20.4% |
| Male householder, no wife present | 13.6% | +/-11.0 | 162,997 | +/-136,997 | 7.6% |

**NONFAMILY HOUSEHOLDS**

<p>| Nonfamily households | 1,456 | +/-230 | 657,036 |</p>
<table>
<thead>
<tr>
<th>Subject</th>
<th>Census Tract 3101, Harris County, Texas</th>
<th>Houston-The Woodlands-Sugar Land, TX Metro Area</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Total Estimate</td>
<td>Median income (dollars) Estimate Margin of Error Estimate</td>
</tr>
<tr>
<td>Female householder</td>
<td>41.6% +/-9.5</td>
<td>45,179 +/-33,887</td>
</tr>
<tr>
<td>Living alone</td>
<td>33.2% +/-8.9</td>
<td>24,595 +/-19,891</td>
</tr>
<tr>
<td>Not living alone</td>
<td>8.4% +/-5.3</td>
<td>112,500 +/-2,804</td>
</tr>
<tr>
<td>Male householder</td>
<td>58.4% +/-9.5</td>
<td>64,286 +/-20,163</td>
</tr>
<tr>
<td>Living alone</td>
<td>50.6% +/-10.8</td>
<td>57,250 +/-24,760</td>
</tr>
<tr>
<td>Not living alone</td>
<td>7.8% +/-5.1</td>
<td>132,266 +/-35,891</td>
</tr>
</tbody>
</table>

PERCENT ALLOCATED

<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Household income in the past 12 months</td>
<td>22.9% (X)</td>
<td>(X) (X) (X)</td>
<td>33.3%</td>
</tr>
<tr>
<td>Family income in the past 12 months</td>
<td>23.0% (X)</td>
<td>(X) (X) (X)</td>
<td>34.7%</td>
</tr>
<tr>
<td>Nonfamily income in the past 12 months</td>
<td>19.7% (X)</td>
<td>(X) (X) (X)</td>
<td>28.0%</td>
</tr>
<tr>
<td>Subject</td>
<td>Houston-The Woodlands-Sugar Land, TX Metro Area</td>
<td></td>
<td></td>
</tr>
<tr>
<td>----------------------------------------------</td>
<td>------------------------------------------------</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total</td>
<td>Median income (dollars)</td>
<td>Margin of Error</td>
</tr>
<tr>
<td>Households</td>
<td>+/-4,727</td>
<td>60,902</td>
<td>+/-303</td>
</tr>
<tr>
<td>One race--</td>
<td>+/-0.2</td>
<td>66,967</td>
<td>+/-479</td>
</tr>
<tr>
<td>White</td>
<td>+/-0.1</td>
<td>43,509</td>
<td>+/-670</td>
</tr>
<tr>
<td>Black or African American</td>
<td>+/-0.1</td>
<td>49,009</td>
<td>+/-4,365</td>
</tr>
<tr>
<td>American Indian and Alaska Native</td>
<td>+/-0.1</td>
<td>55,368</td>
<td>+/-21,705</td>
</tr>
<tr>
<td>Asian</td>
<td>+/-0.1</td>
<td>43,138</td>
<td>+/-1,091</td>
</tr>
<tr>
<td>Native Hawaiian and Other Pacific Islander</td>
<td>+/-0.1</td>
<td>60,005</td>
<td>+/-2,800</td>
</tr>
<tr>
<td>Hispanic or Latino origin (of any race)</td>
<td>+/-0.1</td>
<td>45,965</td>
<td>+/-525</td>
</tr>
<tr>
<td>White alone, not Hispanic or Latino</td>
<td>+/-0.1</td>
<td>81,658</td>
<td>+/-580</td>
</tr>
<tr>
<td>HOUSEHOLD INCOME BY AGE OF HOUSEHOLDER</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15 to 24 years</td>
<td>+/-0.1</td>
<td>30,772</td>
<td>+/-754</td>
</tr>
<tr>
<td>25 to 44 years</td>
<td>+/-0.2</td>
<td>61,734</td>
<td>+/-468</td>
</tr>
<tr>
<td>45 to 64 years</td>
<td>+/-0.2</td>
<td>73,561</td>
<td>+/-706</td>
</tr>
<tr>
<td>65 years and over</td>
<td>+/-0.1</td>
<td>44,149</td>
<td>+/-501</td>
</tr>
<tr>
<td>FAMILIES</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Families</td>
<td>+/-6,557</td>
<td>71,143</td>
<td>+/-448</td>
</tr>
<tr>
<td>With own children of householder under 18 years</td>
<td>+/-0.3</td>
<td>64,750</td>
<td>+/-773</td>
</tr>
<tr>
<td>With no own children of householder under 18 years</td>
<td>+/-0.3</td>
<td>76,422</td>
<td>+/-616</td>
</tr>
<tr>
<td>Married-couple families</td>
<td>+/-0.3</td>
<td>89,608</td>
<td>+/-735</td>
</tr>
<tr>
<td>Female householder, no husband present</td>
<td>+/-0.3</td>
<td>33,750</td>
<td>+/-596</td>
</tr>
<tr>
<td>Male householder, no wife present</td>
<td>+/-0.2</td>
<td>49,436</td>
<td>+/-2,216</td>
</tr>
<tr>
<td>NONFAMILY HOUSEHOLDS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Nonfamily households</td>
<td>+/-4,834</td>
<td>39,750</td>
<td>+/-648</td>
</tr>
<tr>
<td>Female householder</td>
<td>+/-0.4</td>
<td>34,507</td>
<td>+/-707</td>
</tr>
<tr>
<td>Living alone</td>
<td>+/-0.4</td>
<td>31,205</td>
<td>+/-469</td>
</tr>
<tr>
<td>Not living alone</td>
<td>+/-0.3</td>
<td>61,983</td>
<td>+/-2,817</td>
</tr>
<tr>
<td>Male householder</td>
<td>+/-0.4</td>
<td>44,516</td>
<td>+/-986</td>
</tr>
<tr>
<td>Living alone</td>
<td>+/-0.4</td>
<td>40,287</td>
<td>+/-663</td>
</tr>
<tr>
<td>Not living alone</td>
<td>+/-0.3</td>
<td>66,029</td>
<td>+/-2,380</td>
</tr>
<tr>
<td>PERCENT ALLOCATED</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Household income in the past 12 months</td>
<td>(X)</td>
<td>(X)</td>
<td>(X)</td>
</tr>
<tr>
<td>Family income in the past 12 months</td>
<td>(X)</td>
<td>(X)</td>
<td>(X)</td>
</tr>
<tr>
<td>Nonfamily income in the past 12 months</td>
<td>(X)</td>
<td>(X)</td>
<td>(X)</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.

When information is missing or inconsistent, the Census Bureau logically assigns an acceptable value using the response to a related question or questions. If a logical assignment is not possible, data are filled using a statistical process called allocation, which uses a similar individual or household to provide a donor value. The "Allocated" section is the number of respondents who received an allocated value for a particular subject.

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 ‘******’ entry in the margin of error column indicates that the estimate is controlled. A statistical test for sampling variability is not appropriate.
7. An ‘N’ entry in the estimate and margin of error columns indicates that data for this geographic area cannot be displayed because the number of sample cases is too small.
8. An ‘(X)’ means that the estimate is not applicable or not available.
B19001 | HOUSEHOLD INCOME IN THE PAST 12 MONTHS (IN 2016 INFLATION-ADJUSTED DOLLARS)
Universe: Households
2012-2016 American Community Survey 5-Year Estimates

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---

*Median income for households in Houston MSA is $44,141*

<table>
<thead>
<tr>
<th>Census Tract 3101, Harris County, Texas</th>
<th>Houston-The Woodlands-Sugar Land, TX Metro Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>Estimate</td>
<td>Margin of Error</td>
</tr>
<tr>
<td>----------------------------------------</td>
<td>-----------------</td>
</tr>
<tr>
<td>Total:</td>
<td>2,435</td>
</tr>
<tr>
<td>Less than $10,000</td>
<td>334 +/-129</td>
</tr>
<tr>
<td>$10,000 to $14,999</td>
<td>282 +/-118</td>
</tr>
<tr>
<td>$15,000 to $19,999</td>
<td>138 +/-107</td>
</tr>
<tr>
<td>$20,000 to $24,999</td>
<td>97 +/-82</td>
</tr>
<tr>
<td>$25,000 to $29,999</td>
<td>64 +/-47</td>
</tr>
<tr>
<td>$30,000 to $34,999</td>
<td>203 +/-128</td>
</tr>
<tr>
<td>$35,000 to $39,999</td>
<td>39 +/-45</td>
</tr>
<tr>
<td>$40,000 to $44,999</td>
<td>66 +/-70</td>
</tr>
<tr>
<td>$45,000 to $49,999</td>
<td>73 +/-61</td>
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<tr>
<td>$50,000 to $59,999</td>
<td>136 +/-87</td>
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<tr>
<td>$60,000 to $74,999</td>
<td>144 +/-112</td>
</tr>
<tr>
<td>$75,000 to $99,999</td>
<td>242 +/-119</td>
</tr>
<tr>
<td>$100,000 to $124,999</td>
<td>148 +/-96</td>
</tr>
<tr>
<td>$125,000 to $149,999</td>
<td>120 +/-97</td>
</tr>
<tr>
<td>$150,000 to $199,999</td>
<td>279 +/-112</td>
</tr>
<tr>
<td>$200,000 or more</td>
<td>70 +/-72</td>
</tr>
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</table>

# of Households at or below Houston MSA median income: 1,223

50.2%

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.
Explanation of Symbols:

1. An """" entry in the margin of error column indicates that either no sample observations or too few sample observations were available to compute a standard error and thus the margin of error. A statistical test is not appropriate.

2. An '-' entry in the estimate column indicates that either no sample observations or too few sample observations were available to compute an estimate, or a ratio of medians cannot be calculated because one or both of the median estimates falls in the lowest interval or upper interval of an open-ended distribution.

3. An '-' following a median estimate means the median falls in the lowest interval of an open-ended distribution.

4. An '+' following a median estimate means the median falls in the upper interval of an open-ended distribution.

5. An '****' entry in the margin of error column indicates that the median falls in the lowest interval or upper interval of an open-ended distribution. A statistical test is not appropriate.

6. An '*****' entry in the margin of error column indicates that the estimate is controlled. A statistical test for sampling variability is not appropriate.

7. An 'N' entry in the estimate and margin of error columns indicates that data for this geographic area cannot be displayed because the number of sample cases is too small.

8. An '(X)' means that the estimate is not applicable or not available.
CAMPANILE ON COMMERCE
TDHCA # 18306

Tab 3
§10.202 of the Uniform Multifamily Rules identifies situations in which an Application or Applicant may be ineligible for Department funding. Applicants must provide disclosure of all potential instances of ineligibility, along with evidence of appropriate corrective action taken and accepted by the Department or mitigating factors to be considered. Documentation should be attached behind this tab.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

By: Dianne Kilday

Signature of Authorized Representative

Dianne Kilday

Printed Name

Member

Title

2/20/2018

Date

THE STATE OF TEXAS

COUNTY OF HARRIS

§

§

§

Before me, a notary public, on this day personally appeared Dianne Kilday, 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 20 day of February, 2018

(Seal)

Phyllis McGuyer Sefeldt
My Commission Expires 02/08/2019
ID No. 2430863

Notary Public Signature
2018 Applicant Eligibility Certification

By: ____________________________

Signature of Authorized Representative

R. R. Kilday

Printed Name

Member

Title

______________________________

Date

2/20/2018

THE STATE OF Texas §

COUNTY OF Harris §

Before me, a notary public, on this day personally appeared
R R Kilday, 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 20 day of February, 2018

(Seal)

Phyllis McGuyer Sefeld
Notary Public Signature

[Stamp]

Phyllis McGuyer Sefeld
My Commission Expires
02/08/2019
ID No. 2430863

Page 6 of 6
2018 Applicant Eligibility Certification

By: ________________________________

Signature of Authorized Representative

Les Kilday

Printed Name

Member

Title

2/19/18

Date

THE STATE OF TEXAS

COUNTY OF HARRIS

Before me, a notary public, on this day personally appeared
Les Kilday, 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 20 day of February

(Seal)

Phyllis McGuyer Safeldt

Notary Public Signature

Phyllis McGuyer Safeldt
My Commission Expires
09/08/2019
ID No. 2433863
2018 Applicant Eligibility Certification

By: [Signature]
Signature of Authorized Representative

Teresa Shell
Printed Name

Member

Title

2-23-18
Date

THE STATE OF Texas §

COUNTY OF Travis §

Before me, a notary public, on this day personally appeared Teresa Shell, 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)

[Seal with Notary Public Signature]
CAMPANILE ON COMMERCE
TDHCA # 18306

Tab 4
MF Direct Loan Cert.

NOT APPLICABLE
Multifamily Direct Loan Certification is included behind this tab.

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

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

http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm

NOT APPLICABLE
CAMPANILE ON COMMERCE
TDHCA # 18306

Tab 5
Contact Info
Provide the contact information for the Applicant and any staff responsible for Administrative Deficiencies and/or clarifications to the Application.

<table>
<thead>
<tr>
<th>1. Applicant Contact Information</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name:</strong> Les Kilday</td>
<td><strong>Phone:</strong> (713) 914-9400</td>
<td></td>
</tr>
<tr>
<td><strong>Email:</strong> <a href="mailto:les@kildayco.net">les@kildayco.net</a></td>
<td><strong>Office:</strong> (713) 562-1510</td>
<td></td>
</tr>
<tr>
<td><strong>Mailing Address:</strong> 1717 St. James Place, Suite 150</td>
<td><strong>Mobile:</strong> (713) 256-3402</td>
<td></td>
</tr>
<tr>
<td>Street: 1717 St. James Place, Suite 150</td>
<td>City: Houston</td>
<td>TX: 77056</td>
</tr>
<tr>
<td>State: 78723</td>
<td>Zip: 77056</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2. Second Contact</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name:</strong> Phyllis Sefeldt</td>
<td><strong>Phone:</strong> (713) 914-9400</td>
<td></td>
</tr>
<tr>
<td><strong>Email:</strong> <a href="mailto:psefeldt@kildayco.net">psefeldt@kildayco.net</a></td>
<td><strong>Office:</strong> (713) 256-3402</td>
<td></td>
</tr>
<tr>
<td><strong>Mailing Address:</strong> 812 San Antonio St, Suite L-14</td>
<td><strong>Mobile:</strong> (512) 785-3710</td>
<td></td>
</tr>
<tr>
<td>Street: 812 San Antonio St, Suite L-14</td>
<td>City: Austin</td>
<td>TX: 78723</td>
</tr>
<tr>
<td>State: TX</td>
<td>Zip: 78723</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3. Consultant Contact (if applicable)</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name:</strong> Lora Myrick</td>
<td><strong>Phone:</strong> (512) 904-0229</td>
<td></td>
</tr>
<tr>
<td><strong>Email:</strong> <a href="mailto:lora@betcohousinglab.com">lora@betcohousinglab.com</a></td>
<td><strong>Office:</strong> (512) 785-3710</td>
<td></td>
</tr>
<tr>
<td><strong>Mailing Address:</strong> 812 San Antonio St, Suite L-14</td>
<td><strong>Mobile:</strong> (512) 785-3710</td>
<td></td>
</tr>
<tr>
<td>Street: 812 San Antonio St, Suite L-14</td>
<td>City: Austin</td>
<td>TX: 78723</td>
</tr>
<tr>
<td>State: TX</td>
<td>Zip: 78723</td>
<td></td>
</tr>
</tbody>
</table>
CAMPANILE ON COMMERCE
TDHCA # 18306

Tab 6
Self Score
**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>
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<td>Sponsor Characteristics</td>
<td>§11.9(b)(2)</td>
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</table>

**High Quality Housing Total**: 17

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

<table>
<thead>
<tr>
<th>Point Item Description</th>
<th>QAP Reference</th>
<th>Points Selected</th>
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</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>
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</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>
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**Serve and Support Texans Most in Need Total**: 45

### Criteria Promoting Community Support and Engagement

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

**Community Support and Engagement Total**: 11

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

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<th>Point Item Description</th>
<th>QAP Reference</th>
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<tbody>
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<td>Financial Feasibility</td>
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<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>
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</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>
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</tbody>
</table>

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

**Total Application Self Score**: 116
CAMPANILE ON COMMERCE
TDHCA # 18306

Tab 7
Site Info Part I
Site Information Form Part I

1. Development Address (All Programs)

2800 Commerce
Houston
6 77003 Harris Urban

2. Census Tract Information (All Programs)

48201310100 Yes Median Household Income: 37102.00 Quartile: No Poverty Rate: 42.1

Census Tract Number QCT? Yes
(11 digits)

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

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

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

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

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

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

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

Development Site is appropriately zoned? Yes Zoning Designation: No Zoning

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

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

Residents of the proposed development will attend:

<table>
<thead>
<tr>
<th>School Name</th>
<th>Grades</th>
<th>Met Standard Rating?</th>
<th>School district has no attendance zones and the closest schools are listed.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Burnet Elementary</td>
<td>KG</td>
<td>through 5</td>
<td>NA 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.</td>
</tr>
<tr>
<td>Navarro Middle (Prev Jackson Middle)</td>
<td>6</td>
<td>through 8</td>
<td></td>
</tr>
<tr>
<td>Wheatley High</td>
<td>9</td>
<td>through 12</td>
<td></td>
</tr>
</tbody>
</table>

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
- Twice the State Average of Units Per Capita
- One Mile Three Year Resolution or evidence of other exception
- Housing Tax Credit Units per Total Household
- Evidence of Zoning and/or Evidence of Re-Zoning Process
- Evidence of Flood Zone Designation
- Educational Quality (all Applications)
  - School Attendance Zone Map with Development labeled;
  - 2017 TEA accountability information for each school;
  - UNCR if a school in the attendance zone has not achieved Met Standard for three consecutive years and has failed by at least one point in the most recent year.
- For Tax-Exempt Bond Applications the resolution of no objection to satisfy requirements of §10.204(4) of the Uniform Multifamily Rules is included
- 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
DISCLAIMER:
All information provided or depicted on this web map and web map application has been obtained from third party sources deemed reliable however, neither Housing Lab By BETCO nor any of its employees or affiliated consultants (collectively, Housing Lab By BETCO and Related Parties) have made an independent investigation of the information or the information sources, and no warranty or representation is made by Housing Lab By BETCO and Related Parties as to the accuracy of such information. The information is submitted subject to possible errors or omissions, and no person or organization should rely on the Information, unless such person or organization has conducted an independent investigation to confirm the accuracy thereof.

Sources: Esri, HERE, DeLorme, USGS, Intarcia, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), MapmyIndia, © OpenStreetMap contributors and the GIS User Community

Legend
- Proposed Development
- Census Tract Boundary
- Census Places
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

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

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

Performance Index Report

Performance Index Summary

<table>
<thead>
<tr>
<th>Index</th>
<th>Points Earned</th>
<th>Maximum Points</th>
<th>Index Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 - Student Achievement</td>
<td>413</td>
<td>629</td>
<td>66</td>
</tr>
<tr>
<td>2 - Student Progress</td>
<td>325</td>
<td>800</td>
<td>41</td>
</tr>
<tr>
<td>3 - Closing Performance Gaps</td>
<td>317</td>
<td>800</td>
<td>40</td>
</tr>
<tr>
<td>4 - Postsecondary Readiness</td>
<td>29.0</td>
<td>N/A</td>
<td>29</td>
</tr>
</tbody>
</table>

Index

- Student Achievement (Target Score=60)
- Student Progress (Target Score=32)
- Closing Performance Gaps (Target Score=28)
- Postsecondary Readiness (Target Score=12)

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>413</td>
<td>629</td>
<td>66</td>
</tr>
<tr>
<td>2 - Student Progress</td>
<td>325</td>
<td>800</td>
<td>41</td>
</tr>
<tr>
<td>3 - Closing Performance Gaps</td>
<td>317</td>
<td>800</td>
<td>40</td>
</tr>
<tr>
<td>4 - Postsecondary Readiness</td>
<td>29.0</td>
<td>N/A</td>
<td>29</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         | NOT ELIGIBLE          |
| Top 25 Percent Student Progress                | NO DISTINCTION EARNED |
| Top 25 Percent Closing Performance Gaps        | NO DISTINCTION EARNED |
| Postsecondary Readiness                        | NO DISTINCTION EARNED |

System Safeguards

Number and Percentage of Indicators Met

<table>
<thead>
<tr>
<th>Indicator</th>
<th>Number and Percentage of Indicators Met</th>
</tr>
</thead>
<tbody>
<tr>
<td>Performance Rates</td>
<td>8 out of 16 = 50%</td>
</tr>
<tr>
<td>Participation Rates</td>
<td>8 out of 8 = 100%</td>
</tr>
<tr>
<td>Graduation Rates</td>
<td>N/A</td>
</tr>
<tr>
<td>Total</td>
<td>16 out of 24 = 67%</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
Met Standard

<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</td>
</tr>
<tr>
<td>- Closing Performance Gaps</td>
<td></td>
</tr>
<tr>
<td>- Postsecondary Readiness</td>
<td></td>
</tr>
</tbody>
</table>

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

Performance Index Report

Performance Index Summary

<table>
<thead>
<tr>
<th>Index</th>
<th>Points Earned</th>
<th>Maximum Points</th>
<th>Index Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 - Student Achievement</td>
<td>1,228</td>
<td>2,226</td>
<td>55</td>
</tr>
<tr>
<td>2 - Student Progress</td>
<td>315</td>
<td>1,000</td>
<td>32</td>
</tr>
<tr>
<td>3 - Closing Performance Gaps</td>
<td>399</td>
<td>1,400</td>
<td>29</td>
</tr>
<tr>
<td>4 - Postsecondary Readiness</td>
<td>STAAR Score: 16.7</td>
<td>Graduation Rate Score: N/A</td>
<td>Graduation Plan Score: N/A</td>
</tr>
</tbody>
</table>

System Safeguards

Number and Percentage of Indicators Met

<table>
<thead>
<tr>
<th></th>
<th>Number and Percentage of Indicators Met</th>
</tr>
</thead>
<tbody>
<tr>
<td>Performance Rates</td>
<td>6 out of 26 = 23%</td>
</tr>
<tr>
<td>Participation Rates</td>
<td>12 out of 12 = 100%</td>
</tr>
<tr>
<td>Graduation Rates</td>
<td>N/A</td>
</tr>
<tr>
<td>Total</td>
<td>18 out of 38 = 47%</td>
</tr>
</tbody>
</table>

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

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</td>
</tr>
<tr>
<td>- Closing Performance Gaps</td>
<td>- Postsecondary Readiness</td>
</tr>
</tbody>
</table>

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>754</td>
<td>1,454</td>
<td>52</td>
</tr>
<tr>
<td>2 - Student Progress</td>
<td>177</td>
<td>1,000</td>
<td>18</td>
</tr>
<tr>
<td>3 - Closing Performance Gaps</td>
<td>473</td>
<td>1,600</td>
<td>30</td>
</tr>
<tr>
<td>4 - Postsecondary Readiness</td>
<td>7.2</td>
<td>12.6</td>
<td>47</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

Improvement Required

Met Standards on
- Student Progress

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

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>761</td>
<td>1,533</td>
<td>50</td>
</tr>
<tr>
<td>2 - Student Progress</td>
<td>189</td>
<td>1,000</td>
<td>19</td>
</tr>
<tr>
<td>3 - Closing Performance Gaps</td>
<td>455</td>
<td>1,600</td>
<td>28</td>
</tr>
<tr>
<td>4 - Postsecondary Readiness</td>
<td>STAAR Score</td>
<td>4.4</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Graduation Rate Score</td>
<td>17.1</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Graduation Plan Score</td>
<td>15.3</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Postsecondary Component Score</td>
<td>19.2</td>
<td>56</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: 761 Students
Grade Span: 09 - 12
Percent Economically Disadvantaged: 69.4
Percent English Language Learners: 13.4
Mobility Rate: 31.5

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 24</td>
<td>29%</td>
</tr>
<tr>
<td>Participation Rates</td>
<td>12 out of 12</td>
<td>100%</td>
</tr>
<tr>
<td>Graduation Rates</td>
<td>3 out of 5</td>
<td>60%</td>
</tr>
<tr>
<td>Total</td>
<td>22 out of 41</td>
<td>54%</td>
</tr>
</tbody>
</table>

For further information about this report, please see the Performance Reporting Division website at https://rptsvr1.texas.gov/perfreport/account/2016/index.html
In 2015, to receive a Met Standard or Met Alternative Standard rating, districts and campuses must meet targets on three indexes: Index 1, Index 2, and Index 3.

### 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>573</td>
<td>1,233</td>
<td>46</td>
</tr>
<tr>
<td>2 - Student Progress</td>
<td>109</td>
<td>800</td>
<td>14</td>
</tr>
<tr>
<td>3 - Closing Performance Gaps</td>
<td>414</td>
<td>1,600</td>
<td>26</td>
</tr>
<tr>
<td>4 - Postsecondary Readiness</td>
<td>3.8</td>
<td>17.2</td>
<td>58</td>
</tr>
</tbody>
</table>

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

### Campus Demographics
- Campus Type: High School
- Campus Size: 775 Students
- Grade Span: 09 - 12
- Percent Economically Disadvantaged: 84.9%
- Percent English Language Learners: 16.5%
- Mobility Rate: 31.7%

### State System Safeguards
- Number and Percent of Indicators Met:
  - Performance Rates: 4 out of 23 = 17%
  - Participation Rates: 12 out of 12 = 100%
  - Graduation Rates: 1 out of 5 = 20%
  - Total: 17 out of 40 = 43%

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
CAMPANILE ON COMMERCE
TDHCA # 18306

Tab 9
Site Info 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.
- The census tract has a median household income rate in the two highest quartiles within the region.
- The census tract has a median household income in the third quartile within the region, and is contiguous to a census tract in the first or second quartile without physical barriers such as highways or rivers between, and the Development Site is no more than 2 miles from the boundary between the census tracts. A map showing the Development Site, location of the border, scale showing distance, and other applicable evidence is included.

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

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

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- 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)(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.

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

Total Points Claimed: 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:

- No Wholly or partially within a Colonia *(Note: Not eligible if application qualifies for Opportunity Index points)*
- Yes Entirely within the boundaries of an Economically Distressed Area *(Note: Not eligible if application qualifies for Opportunity Index points)*
- No 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.
- No 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.
- No 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>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Application is seeking points for Underserved Area.  
Total Points Claimed: 1

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

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

Application is seeking points for Proximity to the Urban Core.  
Total Points Claimed: 5

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

<table>
<thead>
<tr>
<th>Region:</th>
<th>6</th>
<th>Urban</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td>Application is in an Urban Area.</td>
<td></td>
</tr>
<tr>
<td>X</td>
<td>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.</td>
<td></td>
</tr>
<tr>
<td>X</td>
<td>Plan is current at the time of Application and officially continues for a minimum of three years thereafter.</td>
<td></td>
</tr>
<tr>
<td>X</td>
<td>Plan has been adopted by the municipality or county and resolution or certification is attached.</td>
<td></td>
</tr>
<tr>
<td>X</td>
<td>Letter from appropriate local official, target area map, and supporting documentation are provided.</td>
<td></td>
</tr>
<tr>
<td>X</td>
<td>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.</td>
<td></td>
</tr>
<tr>
<td>X</td>
<td>Evidence of sufficient, documented and committed funding to accomplish the plan’s purposes on its established timetable is provided.</td>
<td></td>
</tr>
<tr>
<td>X</td>
<td>No points were claimed for Opportunity Index, but location would qualify for at least 4 points under §11.9(c)(4)(B):</td>
<td></td>
</tr>
</tbody>
</table>

- **delivered meals service** |
- **university or community college (5 miles)** |
- **outdoor recreation facility available to public (1 mile)** |
- **health-related facility (3 miles)** |

| X | 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. |
| X | 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
<table>
<thead>
<tr>
<th>Point Claim</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>Application is seeking points for Concerted Revitalization. Total Points Claimed: 7</td>
</tr>
<tr>
<td>6</td>
<td>Application is seeking points for Declared Disaster Area. Total Points Claimed: 10</td>
</tr>
<tr>
<td>10</td>
<td>Application is seeking points for Readiness to Proceed. Total Points Claimed: 5</td>
</tr>
</tbody>
</table>

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

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

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

- Application meets all of the following requirements:
  - Application includes evidence that the Applicant will close all financing on or before October 31, 2018.
  - Application includes evidence that the Applicant will fully execute the construction contract on or before October 31, 2018.
  - Application includes evidence that appropriate zoning will be in place at award.
  - Application includes a DETAILED narrative description of each piece of evidence provided and how that evidence proves that the Applicant will close all financing and fully execute the construction contract on or before October 31, 2018.
<table>
<thead>
<tr>
<th>Documentation Type</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Opportunity Index (Competitive HTC and Direct Loan Only)</td>
<td></td>
</tr>
<tr>
<td>Map with Development Site boundaries indicated, relative to census tract boundaries</td>
<td></td>
</tr>
<tr>
<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>
<td></td>
</tr>
<tr>
<td>Map(s) of Community Assets with Development, radius, and each asset labeled</td>
<td></td>
</tr>
<tr>
<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>
<td></td>
</tr>
<tr>
<td>For each amenity, supporting documentation to evidence how the amenity meets each requirement for the amenity</td>
<td></td>
</tr>
<tr>
<td>Print-out from DFPS website confirming daycare licensed to serve relevant age groups</td>
<td><a href="http://www.dfps.state.tx.us/Child_Care/Search_Texas_Child_Care/ppFacilitySearchDayCare.asp">Link</a></td>
</tr>
<tr>
<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</td>
<td><a href="https://www.neighborhoodscout.com">Link</a></td>
</tr>
<tr>
<td>Print-out from THECB website confirming accreditation of university or community college</td>
<td><a href="http://www.txhighereddata.org/Interactive/Institutions.cfm">Link</a></td>
</tr>
<tr>
<td>Evidence of regular and recurring substantive services provided by community, civic or service organization, as applicable</td>
<td></td>
</tr>
<tr>
<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>
<td></td>
</tr>
<tr>
<td>Evidence of Undererved Area (Competitive HTC and Direct Loan Only)</td>
<td></td>
</tr>
<tr>
<td>For Colonia:</td>
<td></td>
</tr>
<tr>
<td>Evidence from Attorney General of Colonia boundaries; and <a href="https://www.texasattorneygeneral.gov/cpd/colonias">Link</a></td>
<td></td>
</tr>
<tr>
<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>
<td></td>
</tr>
<tr>
<td>Map showing development site boundaries relative to Colonia boundaries, and distance from Rio Grande river border.</td>
<td></td>
</tr>
<tr>
<td>For Economically Distressed Areas: <a href="http://www.twdb.texas.gov/financial/programs/EDAP/index.asp">Link</a></td>
<td></td>
</tr>
<tr>
<td>A letter or correspondence from Texas Water Development Board indicating the boundaries of the EDA; and</td>
<td></td>
</tr>
<tr>
<td>Map showing development site boundaries, relative to EDA boundaries.</td>
<td></td>
</tr>
<tr>
<td>For other items:</td>
<td></td>
</tr>
<tr>
<td>Development must be awarded 2002 or earlier for 15-year threshold and 1987 or earlier for 30-year threshold.</td>
<td></td>
</tr>
<tr>
<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">Link</a></td>
<td></td>
</tr>
<tr>
<td>Map with Development Site boundaries indicated, relative to census tract boundaries</td>
<td></td>
</tr>
<tr>
<td>Map with census tract boundaries indicated, relative to boundaries of incorporated area, if applicable</td>
<td></td>
</tr>
<tr>
<td>Map with all contiguous census tracts, if applicable</td>
<td></td>
</tr>
<tr>
<td>Proximity to Urban Core (Competitive HTC Only)</td>
<td></td>
</tr>
<tr>
<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>
<td></td>
</tr>
</tbody>
</table>
x Concerted Revitalization Plan (Competitive HTC Only)

Urban:

x Copy of the plan, or link to electronic copy. Plan must document that 11.9(d)(7)(A)(i)(I-V) are met.

x Map of target area(s) with location of Development Site clearly identified.

x Resolution adopting the Concerted Revitalization Plan or resolution of delegation and other documentation.

x Resolution identifying Development as contributing more than any other to revitalization effort

x Letter from appropriate local official providing documentation of measurable improvements.

x Evidence of committed funding

x For each amenity, supporting documentation to evidence that the amenity meets each Opportunity Index requirement for the amenity

Rural:

n/a Current rent roll

n/a Evidence Development constructed 25 or more years prior to application (1992 or earlier)

n/a Evidence Development is public housing or affordable housing supported by USDA, HUD, HOME or CDBG

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

n/a Resolution from appropriate Governing Body describing concerted revitalization effort and identifying Development as contributing more than any other to such effort.

n/a For each amenity, supporting documentation to evidence that the amenity meets each Opportunity Index requirement for the amenity

Declared Disaster Area:

x The county in which the Development Site is located is listed on the 2018 List of Declared Disaster Areas (no further documentation is required).

The List of Declared Disaster Areas is posted on the Department’s website at http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm

- 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

x 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).

x 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).

x 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:

x Loan or equity commitments with evidence of completed due diligence

x Confirmation from lender that non-refundable application and/or due diligence fee has been paid to lender and/or equity provider
<table>
<thead>
<tr>
<th>Box</th>
<th>Description</th>
</tr>
</thead>
</table>
| ✔️  | 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.  
The critical path letter from the lender attached behind the following tab is from a lender which the developer has a  |
| ✔️  | Evidence from lender that the lenders’ third party reports have been ordered  |
| ✔️  | Signed architect contract  
Attached is the signed architect's proposal. In addition to the signed architect's proposal, numerous pieces of required  |
| ✔️  | Critical path schedule with specific anticipated date for each milestone for site development and building permitting from the architect of record  
The critical path letter from the architect attached behind the following tab is from an architect which the developer  |
| ✔️  | 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  
The attached description of the current state of the architectural drawings is proof that the architect is in line with his  |
| ✔️  | Evidence that site development permit application has been submitted and received by the appropriate permitting authority  |
| ✔️  | Description of timing for property acquisition  
The attached earnest money (EM) contract including fully executed amendment wholly outlines the process by which  |
| ✔️  | Description of timing for construction permits  
This is included in the architect’s critical path, please see description above.  |
| ✔️  | Evidence of selection of construction contractor  |
| ✔️  | Description of timing for execution of construction contracts  |
| NA  | For any applicable public entity, evidence that contract procurement(s) has been issued per 2 CFR 200  |
| NA  | 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.  
Attached is the requested construction schedule. Although all of the work listed on the document occurs after closing  |
| ✔️  | Project execution plan  |
| ✔️  | Other (describe):  
City of Houston RFP Application Acknowledgement  
The attached serves as verification that the developer has submitted its application for funding under the City of  |
CAMPANILE ON COMMERCE, 2800 COMMERCE STREET

Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri (Thailand), MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

DISCLAIMER:
All information (Information) provided or depicted on this web map and web map application has been obtained from third party sources deemed reliable however, neither Housing Lab By BETCO nor any of its employees or affiliated consultants (collectively, Housing Lab By BETCO and Related Parties) have made an independent investigation of the information or the information sources, and no warranty or representation is made by Housing Lab By BETCO and Related Parties as to the accuracy of such Information. The Information is submitted subject to possible errors or omissions, and no person or organization should rely on the Information, unless such person or organization has conducted an independent investigation to confirm the accuracy thereof.

Legend
- Proposed Development
- School Districts Boundary
# AMENITY LIST

## CAMPA NILE ON COMMERC E – 2800 COMMERC E STREET, HOUSTON, TX

<table>
<thead>
<tr>
<th>Amenity Name</th>
<th>Address</th>
<th>Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amex Pharmacy</td>
<td>3030 Canal Street Houston, TX 77003</td>
<td>I. ½ mile, on sidewalks, from public park with playground</td>
</tr>
<tr>
<td></td>
<td></td>
<td>II. ½ mile, on sidewalks, from public transportation stop</td>
</tr>
<tr>
<td></td>
<td></td>
<td>III. 1 mile from Grocery Store</td>
</tr>
<tr>
<td>Riverside General Hospital</td>
<td>3204 Ennis Street Houston, TX 77004</td>
<td>IV. 1 mile from Pharmacy</td>
</tr>
<tr>
<td></td>
<td></td>
<td>V. 3 miles from Health-Related Facility</td>
</tr>
<tr>
<td></td>
<td></td>
<td>VI. 2 miles from Licensed Daycare</td>
</tr>
<tr>
<td></td>
<td></td>
<td>VII. Property Crime ≤26 per 1,000 – Neighborhood Scout</td>
</tr>
<tr>
<td>University of Houston – Downtown Campus</td>
<td>1 S Main Street Houston, TX 77002</td>
<td>VIII. 1 mile from Public Library</td>
</tr>
<tr>
<td></td>
<td></td>
<td>IX. 5 miles from University or Community College</td>
</tr>
<tr>
<td>39%</td>
<td>Site Demographics</td>
<td>X. ≥27% of people age ≥25 with Associate Degrees</td>
</tr>
<tr>
<td>Settegast Park</td>
<td>3000 Garrow Street Houston, TX 77003</td>
<td>XI. 1 mile from Indoor Recreation Facility</td>
</tr>
<tr>
<td></td>
<td></td>
<td>XII. 1 mile from Outdoor Recreation Facility</td>
</tr>
<tr>
<td>Meals on Wheels for Greater Houston</td>
<td>3303 S. Main Street Houston, TX 77002</td>
<td>XIII. 1 mile from Community, Civic or Service Organization</td>
</tr>
<tr>
<td></td>
<td><a href="https://www.imgh.org/meals-wheels-greater-houston/">https://www.imgh.org/meals-wheels-greater-houston/</a></td>
<td>XIV. Meals on Wheels Service Region</td>
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</tbody>
</table>
**Distance to Proposed Development**

<table>
<thead>
<tr>
<th>Map Number</th>
<th>Opportunity Index Amenities</th>
<th>Distance to Proposed Development (miles)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Pharmacy - Amex Pharmacy</td>
<td>0.07</td>
</tr>
<tr>
<td>2</td>
<td>Health-Related Facility - Riverside General Hospital</td>
<td>1.90</td>
</tr>
<tr>
<td>3</td>
<td>University or Community College - University of Houston Downtown Campus</td>
<td>1.22</td>
</tr>
<tr>
<td>4</td>
<td>Outdoor Recreation Facility - Settegast Park</td>
<td>0.08</td>
</tr>
<tr>
<td>5</td>
<td>Meals on Wheels Service Region - Meals on Wheels for Greater Houston</td>
<td>2.23</td>
</tr>
</tbody>
</table>
Amex Pharmacy, Houston, TX
3030 CANAL STREET [HTTPS://WWW.CYLEX.US.COM/MAP/HOUSTON/CANAL-STREET.HTML]
77003 Houston [HTTPS://WWW.CYLEX.US.COM/HOUSTON/]
Texas

📞 (713) 237-9301 (tel:(713) 237-9301)
📞 (713) 227-1130 (tel:(713) 227-1130)
✉️ Send message

OPENING HOURS
TUESDAY 9:00 AM – 6:00 PM
WEDNESDAY 9:00 AM – 6:00 PM
THURSDAY 9:00 AM – 6:00 PM
FRIDAY 9:00 AM – 6:00 PM
SATURDAY 9:00 AM – 2:00 PM
SUNDAY Closed
MONDAY 9:00 AM – 6:00 PM

Open.
Closes in 7 h 1 min.

DESCRIPTION
We have been proudly serving our community for more than 20 years! We offer a variety of services: Diabetic shoes and inserts Covered by some insurance and Medicare plans (copay may apply) Heat molded to your foot for extra comfort Come and pick up a catalogue or look at the shoes on display today We will handle all necessary paperwork with your physician Diabetic testing supplies ($0 copay with Medicare) Non-Prescription medications at a fraction of the cost compared to Walgreens or CVS Prescription medications filled with minimal wait times Durable Medical Equipment Nebulizers Aero chambers Wheelchairs and cushions Crutches Canes Rollators Bathtub/shower chairs Suction and feeding pumps Catheters and supplies Incontinence Supplies Nutritional supplements and supplies If we cannot help, we will find someone who can! Accepting most major insurance plans, Medicaid, and Medicare, Express Scripts, CVS/Caremark, Bluecross Blueshield, Aetna, and many more! We accept Workman's Comp prescriptions and have a DISCOUNTED PRESCRIPTION REWARDS PROGRAM with generics starting at only $8! FREE LIMITED DELIVERY BILINGUAL STAFF CALL TO ASK ABOUT IMMUNIZATIONS TODAY Information provided on this site is for educational purposes only. Every effort has been made to provide accurate and up-to-date information. It is not intended to be used as medical advice for the diagnosis of individual health problems nor does it review all possible uses, actions, safety measures, side effects, or interactions. Amex Pharmacy is licensed by the Texas State Board of Pharmacy and is Accredited by American Board for Certification Orthotics, Prosthetics, and Pedorthics, Inc.

About us [HTTPS://WWW.CYLEX.US.COM/REVIEWS/VIEWCOMPANYWEBSITE.ASPX?FIRMAName=amex+pharmacy&companyId=230360&showUrl=http%3a%2f%2famexrx.com%2faboutus]

Keywords
Pharmacy, Pharmacists, druggist, Independent Pharmacist, Independent Pharmacies, Community Pharmacist, Community Pharmacies, United Drugs, Drugstore, Apothecary, Pharmacy Associations, Health Care, Medical...

This site contains cookies. [HTTPS://WWW.CYLEX.US.COM/TERMS-AND-CONDITIONS.HTML#INC_7]
The company Amex Pharmacy is listed in the following categories:

HEALTH & MEDICINE (HTTPS://WWW.CYLEX.US.COM/HOUSTON/HEALTH-MEDICINE/) > PHARMACIES (HTTPS://WWW.CYLEX.US.COM/HOUSTON/PHARMACIES/)

More info about Amex Pharmacy (/google/companysearch?cx=partner-pub-0861131141565382:7792519963&cof=FORID%3A9&ie=UTF-8&hl=en&q=Amex%20Pharmacy)

Photos

Be the first to write a review for Amex Pharmacy!
Share your experience!

Social Media

Facebook
(http://www.facebook.com/AmexCompoundingPharmacy)

Twitter
(https://twitter.com/intent/user?screen_name=vetrxmeds&original_referer=https%3a%2f%2fwww.cylex.us.com%2fcompany%2famex-pharmacy-230360.html)

Tweets by @VETRXMEDS

Amex Compounding RX @VETRXMEDS amexRx.com
Aug 19, 2012

Amex Compounding Pharmacy compounds FDA approved discontinued and backordered medications

LinkedIn
(http://www.linkedin.com/pub/amex-compounding-pharmacy/50/54b/227)

Nearby Similar Companies

1 Canal Rx (https://www.cylex.us.com/company/canal-rx-23815699.html)
689 ft
3311 Canal St
77003 Houston, TX

2 Canal United Drugs (https://www.cylex.us.com/company/canal-united-drugs-2320878.html)
0.33 mi
2502 CANAL STREET
77003 Houston, TX

This site contains cookies. (https://www.cylex.us.com/terms-and-conditions.html#inc_7)
<table>
<thead>
<tr>
<th></th>
<th>Company Name</th>
<th>Distance</th>
<th>Address</th>
<th>City, State</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>Canal Pharmacy</td>
<td>0.33 mi</td>
<td>2502 Canal St</td>
<td>77003 Houston, TX</td>
</tr>
<tr>
<td>4</td>
<td>Farmacia Serra</td>
<td>0.39 mi</td>
<td>118 1/2 N Everton St</td>
<td>77003 Houston, TX</td>
</tr>
<tr>
<td>5</td>
<td>Cvs Pharmacy</td>
<td>0.99 mi</td>
<td>4516 HARRISBURG BOULEVARD</td>
<td>77011 Houston, TX</td>
</tr>
<tr>
<td>6</td>
<td>Allendale Legend Pharmacy</td>
<td>1.24 mi</td>
<td>2061 Gulf Fwy</td>
<td>77003 Houston, TX</td>
</tr>
</tbody>
</table>

[Map view of similar nearby companies](https://www.cylex.us.com/s?q=&c=&az=&p=1&dst=&&Url=&&ctg=6&geo=29.754097,-95.340605&r=30#map)
Our Services

Riverside General Hospital provides general medical and surgical care for inpatient, outpatient, and emergency room patients, and participates in the Medicare and Medicaid programs.

Emergency room services are available 24-hour per day, seven-days per week.

Among the services we provide are:

Key Services
- General Medical and Surgical Care
- General Intensive Care
- Emergency Department
- Trauma Center (Level 4)

Specialized Services Inpatient
- Adult and Adolescent Psychiatric Care
- Medical Detoxification
- Psychiatric Emergency Services

Outpatient
- Certified Trauma Center
- Child/Adolescent Services
- Substance-Abuse Programs

Patient/Family Support Services
- Chaplaincy/Pastoral Care Services
- Patient Support Groups

Community Outreach
- Health Fairs
- Health Screenings
- Imaging Services (Diagnostic and Therapeutic)

If you have any more questions about the services we render here at Riverside General Hospital, please, contact us here.
### Public Universities

**Download the Excel Version**

<table>
<thead>
<tr>
<th>Institution</th>
<th>Administrative Officer</th>
<th>Main Telephone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Angelo State University</td>
<td>Brian J. May President</td>
<td>(325) 942-2073</td>
</tr>
<tr>
<td>Lamar University</td>
<td>Kenneth Evans</td>
<td>(409) 880-7011</td>
</tr>
<tr>
<td>Midwestern State University</td>
<td>Suzanne Shipley</td>
<td>(940) 397-4000</td>
</tr>
<tr>
<td>Prairie View A&amp;M University</td>
<td>Ruth J. Simmons</td>
<td>(936) 857-3311</td>
</tr>
<tr>
<td>Sam Houston State University</td>
<td>Dana G. Hoyt President</td>
<td>(866) 294-1111</td>
</tr>
<tr>
<td>Stephen F. Austin State University</td>
<td>Baker Pattillo</td>
<td>(936) 468-2011</td>
</tr>
<tr>
<td>Sul Ross State University</td>
<td>William (Bill) Kibler</td>
<td>(432) 837-8011</td>
</tr>
<tr>
<td>Sul Ross State University Rio Grande</td>
<td>William (Bill) Kibler</td>
<td>(830) 278-3339</td>
</tr>
<tr>
<td>Tarleton State University</td>
<td>F. Dominic Dottavio</td>
<td>(254) 968-9000</td>
</tr>
<tr>
<td>Texas A&amp;M International University</td>
<td>Pablo Arenaz President</td>
<td>(956) 326-2001</td>
</tr>
<tr>
<td>Texas A&amp;M University</td>
<td>Michael K. Young</td>
<td>(979) 845-3211</td>
</tr>
<tr>
<td>Texas A&amp;M University at Galveston</td>
<td>Robert Smith III</td>
<td>(877) 322-4443</td>
</tr>
<tr>
<td>Texas A&amp;M University System</td>
<td>John Sharp Chancellor</td>
<td>(979) 458-6000</td>
</tr>
<tr>
<td>Texas A&amp;M University-Central Texas</td>
<td>Marc Nigliazzo</td>
<td>(254) 519-5400</td>
</tr>
<tr>
<td>Texas A&amp;M University-Commerce</td>
<td>Ray M. Keck III</td>
<td>(903) 886-5014</td>
</tr>
<tr>
<td>Texas A&amp;M University-Corpus Christi</td>
<td>Kelly M. Quintanilla</td>
<td>(361) 825-5700</td>
</tr>
<tr>
<td>Texas A&amp;M University-Kingsville</td>
<td>Steven H. Tallant</td>
<td>(361) 593-3207</td>
</tr>
<tr>
<td>Texas A&amp;M University-San Antonio</td>
<td>Cynthia Teniente-Matson</td>
<td>(210) 932-6299</td>
</tr>
<tr>
<td>Texas A&amp;M University-Texasarkana</td>
<td>Emily F. Cuter</td>
<td>(903) 223-3000</td>
</tr>
<tr>
<td>Texas Southern University</td>
<td>Austin A. Lane</td>
<td>(713) 313-7011</td>
</tr>
<tr>
<td>Texas State University</td>
<td>Denise Trauth</td>
<td>(512) 245-2111</td>
</tr>
<tr>
<td>Texas State University System</td>
<td>Brian McCall Chancellor</td>
<td>(512) 245-2111</td>
</tr>
<tr>
<td>Texas Tech University</td>
<td>Lawrence Schovanec</td>
<td>(806) 742-2011</td>
</tr>
<tr>
<td>Institution Name</td>
<td>City, State ZIP</td>
<td>President/Chancellor</td>
</tr>
<tr>
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<tr>
<td>Texas Tech University System</td>
<td>Lubbock, TX 79409</td>
<td>Robert L. Duncan, Chancellor</td>
</tr>
<tr>
<td>Texas Woman’s University</td>
<td>Denton, TX 76204</td>
<td>Carine M. Feyten, Chancellor/President</td>
</tr>
<tr>
<td>The University of Texas at Arlington</td>
<td>Arlington, TX 76019</td>
<td>Vistasp M. Karbhari, President</td>
</tr>
<tr>
<td>The University of Texas at Austin</td>
<td>Austin, TX 78712</td>
<td>Gregory L. Fenves, President</td>
</tr>
<tr>
<td>The University of Texas at Dallas</td>
<td>Richardson, TX 75080</td>
<td>Richard C. Benson, President</td>
</tr>
<tr>
<td>The University of Texas at El Paso</td>
<td>Lubbock, TX 79909</td>
<td>Diana Nataficio, President</td>
</tr>
<tr>
<td>The University of Texas at San Antonio</td>
<td>San Antonio, TX 78249</td>
<td>Taylor Eighmy, President</td>
</tr>
<tr>
<td>The University of Texas at Tyler</td>
<td>Tyler, TX 75799</td>
<td>Michael V. Tidwell, President</td>
</tr>
<tr>
<td>The University of Texas of the Permian Basin</td>
<td>Odessa, TX 79762</td>
<td>Sandra K. Woodley, President</td>
</tr>
<tr>
<td>The University of Texas Rio Grande Valley</td>
<td>Edinburg, TX 78541</td>
<td>Guy Bailey, President</td>
</tr>
<tr>
<td>The University of Texas System</td>
<td>Austin, TX 78701-2882</td>
<td>William H. McRaven, Chancellor</td>
</tr>
<tr>
<td>University of Houston</td>
<td>Houston, TX 77204</td>
<td>Renu Khator, President</td>
</tr>
<tr>
<td>University of Houston System</td>
<td>Houston, TX 77204-6001</td>
<td>Renu Khator, Chancellor</td>
</tr>
<tr>
<td>University of Houston-Clear Lake</td>
<td>Houston, TX 77058-1098</td>
<td>Ira K. Blake, President</td>
</tr>
<tr>
<td>University of Houston-Downtown</td>
<td>Houston, TX 77002</td>
<td>Juan Sánchez Muñoz, President</td>
</tr>
<tr>
<td>University of Houston-Victoria</td>
<td>Victoria, TX 77901-5731</td>
<td>Vic Morgan, President</td>
</tr>
<tr>
<td>University of North Texas</td>
<td>Denton, TX 76203</td>
<td>Neal J. Smatresk, President</td>
</tr>
<tr>
<td>University of North Texas at Dallas</td>
<td>Dallas, TX 75241</td>
<td>Robert Mong, President</td>
</tr>
<tr>
<td>University of North Texas System</td>
<td>Dallas, TX 75201</td>
<td>Lesa Roe, Chancellor</td>
</tr>
<tr>
<td>UNT Dallas College of Law</td>
<td>Dallas, TX 75201</td>
<td>Royal Furgeson, Dean</td>
</tr>
<tr>
<td>West Texas A&amp;M University</td>
<td>Canyon, TX 79016</td>
<td>Walter Wendler, President</td>
</tr>
</tbody>
</table>
The University of Houston-Downtown is accredited by the Southern Association of Colleges and Schools Commission on Colleges to award baccalaureate and masters degrees and certificate programs. Contact the Commission on Colleges at 1866 Southern Lane, Decatur Georgia 30033-4097 or call 404-679-4500 for questions about the accreditation of the University of Houston-Downtown.

The Davies College of Business Bachelor of Business Administration and Master of Business Administration degree programs are accredited by the Association to Advance Collegiate Schools of Business (AACSB International, 777 South Harbour Island Boulevard, Suite 750, Tampa, FL 33602-5730; Telephone: 813-769-6500; FAX: 813-769-6559; Internet: www.aacsb.edu). To inquire about reviewing UHD’s accreditation documents, contact the Davies College of Business (713-221-8179).

The Computer Science and Engineering Technology Department’s Bachelor of Science in Engineering Technology degree programs in Control and Instrumentation Engineering Technology, Fire Protection Engineering Technology, and Structural Analysis and Design Engineering Technology are accredited by the Engineering Technology Accreditation Commission of ABET. http://www.abet.org. To inquire about reviewing UHD’s accreditation documents, contact the Department of Computer Science and Engineering Technology (713-221-8089).

The Urban Education Department’s programs that lead to teacher certification are accredited by the Texas Education Agency (1701 N. Congress Avenue Austin, Texas, 78701; Telephone: 512-463-9734; Internet: www.tea.state.tx.us). To inquire about reviewing UHD’s accreditation documents, contact the Department of Urban Education (713-221-2759).

The Natural Science Department’s Bachelor of Science degree program in Chemistry is approved by the American Chemical Society (1155 Sixteenth Street, NW Washington, DC 20036; Telephone: 800-227-5558; Internet: www.acs.org). To inquire about reviewing UHD’s accreditation documents, contact the Department of Natural Sciences (713-221-2782).

The Criminal Justice and Social Work Department’s Bachelor of Social Work degree program is accredited by the Council on Social Work Education (1701 Duke Street, Suite 200 Alexandria, VA 22314; Telephone: 703-683-8080; Internet: www.cswe.org). To inquire about reviewing UHD’s accreditation documents, contact the Criminal Justice and Social Work Department (713-221-8943).
UHD offers a wide variety of high-quality academic degrees that prepare students for immediate entry into the workplace, or for continued post-graduate studies and research. In addition to excellent bachelor's degree programs, UHD offers master's programs in eight disciplines: the Master of Business Administration (MBA), the Master of Science in Criminal Justice, the Master of Science in Technical Communication, the Master of Security Management, the Master of Arts in Teaching, the Master of Arts in Rhetoric & Composition, the Master of Science in Data Analytics, and the Master of Arts in Non-Profit Management.

**University College (academics/university-college/Pages/default.aspx)**

Bachelor of Applied Arts and Sciences (B.A.A.S.) in:
- Applied Administration (academics/university-college/degrees/applied-administration/Pages/baasaa-index.aspx)
  
  CIP Code: 30.9999.40

Bachelor of Science (B.S.) in:
- Interdisciplinary Studies (academics/university-college/degrees/interdisciplinary-studies/Pages/bsis-index.aspx)
  
  CIP Code: 30.9999.01

**Marilyn Davies College of Business (academics/business/Pages/default.aspx)**

Bachelor of Business Administration (B.B.A.) in:
- Accounting (academics/business/undergraduate-programs/Pages/accounting.aspx)
  
  CIP Code: 52.0301.00

- Finance (academics/business/undergraduate-programs/Pages/facis-finance-index.aspx)
  
  CIP Code: 52.0801.00

- General Business (academics/business/undergraduate-programs/Pages/mmba-general-index.aspx)
  
  CIP Code: 52.0101.00

- Insurance & Risk Management (academics/business/undergraduate-programs/Pages/mmba-irm.aspx)
  
  CIP Code: 52.1701.00

- International Business (academics/business/undergraduate-programs/Pages/facis-int-bus-index.aspx)
  
  CIP Code: 52.1101.00

- Management (academics/business/undergraduate-programs/Pages/mmba-management-index.aspx)
  
  CIP Code: 52.0201.00

- Management Information Systems (academics/business/undergraduate-programs/Pages/facis-mis.aspx)
  
  CIP Code: 52.1201.00

- Marketing (academics/business/undergraduate-programs/Pages/mmba-marketing-index.aspx)
  
  CIP Code: 52.1401.00

- Supply Chain Management (academics/business/undergraduate-programs/Pages/supply-chn.aspx)
  
  CIP Code: 52.0202.00

- Master of Business Administration (M.B.A) (academics/business/mba)
  
  CIP Code: 52.0201.00

- Master of Security Management (M.S.M.) (academics/business/graduate-programs/Pages/msm.aspx)
  
  CIP Code: 43.0112.00

*Accredited by AACSB International (http://www.aacsb.edu)- The Association to Advance Collegiate Schools of Business

**College of Humanities and Social Sciences (academics/humanities/Pages/humanities-index.aspx)**

Bachelor of Arts (B.A.) in:
- Communication Studies (academics/humanities/undergraduate-programs/communication-studies/Pages/communication-studies-index.aspx)
  
  CIP Code: 09.0100.00

- English (academics/humanities/undergraduate-programs/english/Pages/english-english.aspx)
  
  CIP Code: 23.0101.00

- Fine Arts (academics/humanities/undergraduate-programs/fine-arts/Pages/arts-humanities-bafa.aspx)
  
  CIP Code: 50.0101.00

- History (academics/humanities/undergraduate-programs/history/Pages/sos-history.aspx)
  
  CIP Code: 54.0101.01

- Humanities (academics/humanities/undergraduate-programs/bahumanities/Pages/Humanities.aspx)
  
  CIP Code: 24.0103.00

- Philosophy (academics/humanities/undergraduate-programs/philosophy/Pages/sos-philosophy.aspx)
  
  CIP Code: 38.0101.00

- Social Sciences (academics/humanities/undergraduate-programs/socialsciences/Pages/sos-social-sciences.aspx)
  
  CIP Code: 45.0101.00

- Spanish (academics/humanities/undergraduate-programs/spanish/Pages/Spanish-index.aspx)
  
  CIP Code: 16.0905.00

Bachelor of Science (B.S.) in:
Health and Behavioral Science (/academics/humanities/undergraduate-programs/health-behavioral/Pages/default.aspx) 51.2212.00
Political Science (/academics/humanities/undergraduate-programs/political-science/Pages/political-science-index.aspx) 45.1001.00
Professional Writing (/academics/humanities/undergraduate-programs/professional-writing/Pages/english-pw.aspx) 23.1303.00
Psychology (/academics/humanities/undergraduate-programs/psychology/Pages/sos-psychology.aspx) 42.0101.00
Social Sciences (/academics/humanities/undergraduate-programs/socialsciences/Pages/sos-social-sciences.aspx) 45.0101.00
Sociology (/academics/humanities/undergraduate-programs/sociology/Pages/sos-sociology.aspx) 45.1101.00

Master of Arts (M.A.) in:
Non-Profit Management (/academics/humanities/graduate-programs/master-arts-non-profit-management/Pages/ma-index.aspx) 52.0206.00
Rhetoric and Composition (/academics/humanities/graduate-programs/masters-arts-rhetoric-composition/Pages/marc-index.aspx) 23.1304.00

Master of Science (M.S.) in:
Technical Communication (/academics/humanities/graduate-programs/master-science-technical-communication/Pages/mstc-index.aspx) 23.1303.00

College of Public Service (/academics/public-service)
Bachelor of Arts (B.A.) in:
Interdisciplinary Studies (teacher certification) (/academics/public-service/urban-education/Pages/urbaned-undergraduate.aspx) 30.9999.01

Bachelor of Applied Arts and Sciences (B.A.A.S.) in:
Criminal Justice (/academics/public-service/criminal-justice/Pages/ci-degree-baas.aspx) 43.0104.00
Early Childhood and Family Strengths (/academics/public-service/urban-education/Pages/urbaned-undergraduate.aspx) 19.0706.00

Bachelor of Science (B.S.) in:
Criminal Justice (/academics/public-service/criminal-justice/Pages/ci-degree-bscj.aspx) 43.0104.00

Bachelor of Social Work (B.S.W.) in:
Social Work (/academics/public-service/social-work/Pages/default.aspx) 44.0701.00

Master of Science (M.S.) in:
Criminal Justice (/academics/public-service/criminal-justice/Pages/ci-graduate-mscj.aspx) 43.0104.00

Master of Arts in Teaching (M.A.T.) (/academics/public-service/urban-education/Pages/urbaned-graduate.aspx) with three areas of expertise: 13.0301.00
- Advanced Early Childhood, EC-6
- Advanced Technology, EC-12
- Advanced ESL, TESOL-Standards Based, EC-12

College of Sciences and Technology (/academics/sciences/Pages/sciences-index.aspx)
Bachelor of Arts (B.A.) in:
Mathematics (/academics/sciences/mathematics-statistics/Pages/ms-degree-plan-BA-Mathematics.aspx) 27.0101.00
Mathematics and Secondary Mathematics Teacher Certification (/academics/Pages/\%20https://www.uhd.edu/academics/sciences/mathematics-statistics/Pages/ms-degree-plan-BA-Math-sec-teacher.aspx) 27.0101.00

Bachelor of Science (B.S.) in:
Applied Statistics (/academics/sciences/mathematics-statistics/Pages/ms-degree-plan-BS-Applied-Stat.aspx) 27.0301.00
Applied Statistics with Concentration in Biostatistics (/academics/sciences/mathematics-statistics/Pages/ms-degree-plan-BS-Applied-Stat-Bio.aspx) 27.0301.00
Applied Statistics with Secondary Mathematics Teacher Certification (/academics/sciences/Pages/ms-degree-plan-BS-Applied-Stat-Bio-sec-teacher.aspx) 27.0301.00
Biological and Physical Sciences (/academics/sciences/natural-sciences/Pages/ns-degree-plan-bs-bio-physical.aspx) 30.0101.00
<table>
<thead>
<tr>
<th>Degree and Major List</th>
<th>University of Houston-Downtown</th>
</tr>
</thead>
<tbody>
<tr>
<td>Biological and Physical Sciences with Secondary-level Teacher Certification (<a href="https://www.uhd.edu/academics/Pages/academic-degrees.aspx">academics/sciences/natural-sciences/Pages/ns-degree-plan-bs-bio-phy-teach-cert.aspx</a>)</td>
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<td>Biology (<a href="https://www.uhd.edu/academics/Pages/academic-degrees.aspx">academics/sciences/natural-sciences/Pages/ns-degree-plan-bs-biology.aspx</a>)</td>
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<td>Biology with Environmental Biosciences Concentration (<a href="https://www.uhd.edu/academics/Pages/academic-degrees.aspx">academics/sciences/natural-sciences/Pages/ns-degree-plan-bs-bio-con-Environ.aspx</a>)</td>
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<td>Biology with Microbiology Concentration (<a href="https://www.uhd.edu/academics/Pages/academic-degrees.aspx">academics/sciences/natural-sciences/Pages/ns-degree-plan-bs-bio-con-micro.aspx</a>)</td>
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<td>Biology with Molecular and Cellular Biosciences Concentration (<a href="https://www.uhd.edu/academics/Pages/academic-degrees.aspx">academics/sciences/natural-sciences/Pages/ns-degree-plan-bs-bio-con-molec-cell.aspx</a>)</td>
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<td>Biotechnology (<a href="https://www.uhd.edu/academics/Pages/academic-degrees.aspx">academics/sciences/natural-sciences/Pages/ns-degree-plan-bs-biotech.aspx</a>)</td>
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<td>Chemistry with Forensic Science Concentration (<a href="https://www.uhd.edu/academics/Pages/academic-degrees.aspx">academics/sciences/natural-sciences/Pages/ns-degree-plan-bs-chem-forensic.aspx</a>)</td>
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<td>Computer Science (<a href="https://www.uhd.edu/academics/Pages/academic-degrees.aspx">academics/sciences/computer-science-engineering-technology/Pages/cset-degree-plan-bs-cs.aspx</a>)</td>
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<td>Bachelor of Science in Engineering Technology (B.S.E.T.) in: Control and Instrumentation Engineering Technology** (<a href="https://www.uhd.edu/academics/Pages/academic-degrees.aspx">academics/sciences/computer-science-engineering-technology/Pages/cset-degree-plan-bs-ciet.aspx</a>)</td>
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<tr>
<td>Master of Science (M.S.) in: Data Analytics (<a href="https://www.uhd.edu/academics/Pages/academic-degrees.aspx">academics/sciences/Pages/master-in-data-analytics.aspx</a>)</td>
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### 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>
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<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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<tr>
<td>48201310100</td>
<td>Census Tract 3101, Harris County, Texas</td>
<td>3740</td>
<td>1469</td>
<td>39.28%</td>
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</table>
SETTEGAST COMMUNITY CENTER

Contact Info
Address: 3000 Garrow (http://maps.google.com/maps?q=&hl=en&geocode=&q=3000+Garrow,+Houston,+TX+77003&ll=29.599637,-95.216124&spn=0.0125,0.018282&ie=UTF8&z=16&iwloc=addr)
Houston, TX 77003
Phone: 713.238.2200
Rental Fee: Level 1
Email: settegast@houstontx.gov

Houston Service Helpline:
To request park repairs please call 311 or 713.837.0311 or submit your request online by clicking this link (http://hfdapp.houstontx.gov/311/index.php).

ONLINE REGISTRATION / RESERVATIONS
(../redirect/activenet_register.html)

REGISTRATION INSTRUCTIONS
After School Enrichment and Summer Enrichment Programs
(../pdfs/2017/2017SEPFrequentlyAskedQuestions.pdf)

UPCOMING EVENTS

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<tr>
<td>Today</td>
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<tr>
<td>Su</td>
<td>Mo</td>
</tr>
<tr>
<td>28</td>
<td>29</td>
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<tr>
<td>4</td>
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</table>

EVENT FLYERS

For more information on Settegast Community Center programs click on the links below to view or print program fliers.

PARK AMENITIES

Adjacent to the community center building, Settegast Park offers a playground, lighted tennis courts, lighted sports field, swimming pool, volleyball courts, and an outdoor basketball pavilion.

RENTALS

Community Centers are great places to host special gatherings, such as wedding receptions, family reunions and parties for a nominal rental fee. Not all facilities are designed to accommodate all events, so please contact each individual facility to ensure that facility can accommodate your event. Deposits are required and are refundable.
COMMUNITY CENTERS

<table>
<thead>
<tr>
<th>NORTHWEST</th>
<th>NORTHEAST</th>
<th>SOUTHWEST</th>
<th>SOUTHEAST</th>
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<td>Bessie Swindle (cc-bessieswindle.html)</td>
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<td>Burnett Bayland (cc-burnettbayland.html)</td>
<td>Charlton (cc-charlton.html)</td>
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<tr>
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<td>Cherryhurst (cc-cherryhurst.html)</td>
<td>Clinton (cc-clinton.html)</td>
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<tr>
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<td>Shady Lane (cc-shadylane.html)</td>
<td>J. Robinson, Jr. (cc-robinsonjr.html)</td>
<td>Eastwood (cc-eastwood.html)</td>
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<tr>
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<td>Tidwell (cc-tidwell.html)</td>
<td>Kendall (cc-kendall.html)</td>
<td>Edgewood (cc-edgewood.html)</td>
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<td>Emancipation (cc-emancipation.html)</td>
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<td>Proctor Plaza (cc-proctorplaza.html)</td>
<td>Linkwood (cc-linkwood.html)</td>
<td>Finnigan (cc-finnigan.html)</td>
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<tr>
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<td>Sunnyside (cc-sunnyside.html)</td>
<td>Mason (cc-mason.html)</td>
<td>Garden Villas (cc-gardenvillas.html)</td>
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<tr>
<td>Woodland (cc-woodland.html)</td>
<td></td>
<td>Sagemont (cc-sagemont.html)</td>
<td>Ingrando (cc-ingrando.html)</td>
</tr>
</tbody>
</table>

STREET TREES

If you witness the removal of trees from street easements, please call 832-395-7100 immediately so we can check for permits and avoid unnecessary street tree loss. This phone line is answered 24 hours a day.

ACTIVITIES GUIDE & CLASS CATALOG

Recreation Catalog Available Now
H.P.A.R.D.’s Winter / Spring Activities Guide (/pdfs/2017/2017WinterSpringCatalog.pdf) is available online now! Check out the listings for recreation, fitness, and educational opportunities you and your family can take part in!

REQUESTS FOR PUBLIC RECORDS

Texas Public Information Act Requests
Houston Parks and Recreation Department
2999 S. Wayside Drive (https://www.google.com/maps/d/edit?mid=z_J3b5eF2h2U.kvsRXmVapN3Q&msa=0&ll=29.707288%2C-95.316888&spn=0.008061%2C0.016512&dg=feature)
Houston, TX 77023
Email: hpardrecords@houstontx.gov (mailto:hpardrecords@houstontx.gov)
Adjacent to the community center building, Settegast Park offers a playground, lighted tennis courts, lighted sports field, swimming pool, volleyball courts, and an outdoor basketball pavilion.
Interfaith Ministries’ Meals on Wheels for Greater Houston 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 713-533-4978.

Meals on Wheels for Greater Houston 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 Galveston, 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
(42) Direct Loan--Funds provided through the HOME Program, Neighborhood Stabilization Program, National Housing Trust Fund, Tax Credit Assistance Program Repayment (“TCAP Repayment”) or State Housing Trust Fund or other program available through the Department for multifamily development. The terms and conditions for Direct Loans will be determined by provisions in Chapter 13 of this title (relating to Multifamily Direct Loan Rule) and the NOFA under which they are awarded, the Contract or the loan documents. The tax-exempt bond program is specifically excluded.

** (43) Economically Distressed Area--An area that is in a census tract that has a median household income that is 75 percent or less of the statewide median household income and in a municipality or, if not within a municipality, in a county that has been awarded funds under the Economically Distressed Areas Program administered by the Texas Water Development Board within the five (5) years ending at the beginning of the Application Acceptance Period. Notwithstanding all other requirements, for funds awarded to another type of political subdivision (e.g., a water district), the Development Site must be within the jurisdiction of the political subdivision.

(44) Effective Gross Income (“EGI”)--The sum total of all sources of anticipated or actual income for a rental Development, less vacancy and collection loss, leasing concessions, and rental income from employee-occupied units that is not anticipated to be charged or collected.

(45) Efficiency Unit--A Unit without a separately enclosed Bedroom designed principally for use by a single person.

(46) Elderly Development--A Development that is subject to an Elderly Limitation or a Development that is subject to an Elderly Preference.

    (A) Elderly Limitation Development--A Development subject to an “elderly limitation” is a Development that meets the requirements of the Housing for Older Persons Act (“HOPA”) under the Fair Housing Act and receives no funding that requires leasing to persons other than the elderly (unless the funding is from a federal program for which the Secretary of HUD has confirmed that it may operate as a Development that meets the requirements of HOPA); or

    (B) Elderly Preference Development--A property receiving certain types of federal assistance is a Development subject to an “elderly preference.” A Development subject to an Elderly Preference must lease to other populations, including in many cases elderly households with children. A property that is deemed to be a Development subject to an Elderly Preference must be developed and operated in a manner which will enable it to serve reasonable foreseeable demand for households with children, including, but not limited to, making provision for such in developing its unit mix and amenities.

(47) Eligible Hard Costs--Hard Costs includable in Eligible Basis for the purposes of determining a Housing Credit Allocation.

** No Texas Water Development Board letter or map required as we qualify for the part of the economically distressed area that is within a municipality and determined by median household income (applicable documentation has been provided).
Opportunity Index Data (§11.9(c)(4) of the 2018 Qualified Allocation Plan)

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

<table>
<thead>
<tr>
<th>Region</th>
<th>Census Tract</th>
<th>County</th>
<th>County FIPS</th>
<th>Poverty Rate</th>
<th>Median Poverty Rate by Region</th>
<th>Poverty Rate Rank</th>
<th>Median Household Income</th>
<th>Q3 Income &gt;</th>
<th>Q2 Income &gt;</th>
<th>Q1 Income &gt;</th>
<th>Median Household Income Quartile</th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td>48201310100</td>
<td>Harris</td>
<td>48201</td>
<td>42.1</td>
<td>15.7</td>
<td>Over</td>
<td>37102</td>
<td>37756.5</td>
<td>52924</td>
<td>76123.5</td>
<td>4q</td>
</tr>
</tbody>
</table>

Note: Median Household Incomes that are designated as 250,000+ are recoded as 250,000

*According to the current draft QAP, any poverty rate that is greater than the median for the region or 20% does not qualified for OI points under (4)(A)

**The census tract's median income per household of $37,102 is less than 75% of the Texas median income per household for the same time frame which is $39,905.25**
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.

### Median Income in the Past 12 Months (in 2015 Inflation-Adjusted Dollars)

#### 2011-2015 American Community Survey 5-Year Estimates

**Subject** | **Total** | **Texas**
---|---|---
| | **Estimate** | **Margin of Error** | **Estimate** | **Margin of Error** |
**Households** | | | | |
| | 9,149,196 | +/-16,225 | 53,207 | +/-174 |
**One race--** | | | | |
| **White** | 76.6% | +/-0.1 | 56,411 | +/-192 |
**Black or African American** | 12.4% | +/-0.1 | 39,345 | +/-402 |
**American Indian and Alaska Native** | 0.5% | +/-0.1 | 47,841 | +/-1,632 |
**Asian** | 3.9% | +/-0.1 | 75,796 | +/-938 |
**Native Hawaiian and Other Pacific Islander** | 0.1% | +/-0.1 | 52,859 | +/-5,453 |
**Some other race** | 4.8% | +/-0.1 | 39,561 | +/-529 |
**Two or more races** | 1.7% | +/-0.1 | 49,450 | +/-1,147 |
**Hispanic or Latino origin (of any race)** | 30.3% | +/-0.1 | 41,248 | +/-191 |
**White alone, not Hispanic or Latino** | 52.0% | +/-0.1 | 65,714 | +/-201 |
**HOUSEHOLD INCOME BY AGE OF HOUSEHOLDER**
**15 to 24 years** | 4.9% | +/-0.1 | 27,105 | +/-359 |
**25 to 44 years** | 37.8% | +/-0.1 | 56,464 | +/-279 |
**45 to 64 years** | 38.0% | +/-0.1 | 64,283 | +/-331 |
**65 years and over** | 19.4% | +/-0.1 | 38,750 | +/-223 |

**FAMILIES**
**Families** | 6,364,104 | +/-18,106 | 62,717 | +/-275 |
**With own children of householder under 18 years** | 48.1% | +/-0.1 | 57,508 | +/-464 |
**With no own children of householder under 18 years** | 51.9% | +/-0.1 | 67,089 | +/-295 |
**Married-couple families** | 72.1% | +/-0.2 | 77,641 | +/-297 |
**Female householder, no husband present** | 20.5% | +/-0.1 | 30,693 | +/-197 |
**Male householder, no wife present** | 7.3% | +/-0.1 | 44,254 | +/-714 |

**NONFAMILY HOUSEHOLDS**
**Nonfamily households** | 2,785,092 | +/-10,341 | 33,473 | +/-224 |
**Female householder** | 51.5% | +/-0.2 | 28,908 | +/-226 |
**Living alone** | 43.8% | +/-0.2 | 25,921 | +/-192 |

*75% of the median income is $39,905.25*
<table>
<thead>
<tr>
<th>Subject</th>
<th>Texas</th>
<th>Median income (dollars)</th>
<th>Estimate</th>
<th>Margin of Error</th>
<th>Estimate</th>
<th>Margin of Error</th>
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<tr>
<td></td>
<td>Total</td>
<td></td>
<td></td>
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<tr>
<td>Not living alone</td>
<td>7.6%</td>
<td>+/-0.1</td>
<td>51,530</td>
<td>+/-855</td>
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<tr>
<td>Male householder</td>
<td>48.5%</td>
<td>+/-0.2</td>
<td>39,436</td>
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<tr>
<td>Living alone</td>
<td>38.3%</td>
<td>+/-0.2</td>
<td>35,067</td>
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<tr>
<td>Not living alone</td>
<td>10.2%</td>
<td>+/-0.1</td>
<td>58,431</td>
<td>+/-922</td>
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**PERCENT IMPUTED**

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<th></th>
<th>Household income in the past 12 months</th>
<th>Family income in the past 12 months</th>
<th>Nonfamily income in the past 12 months</th>
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<tr>
<td></td>
<td>31.2%</td>
<td>32.1%</td>
<td>27.3%</td>
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<td></td>
<td>(X)</td>
<td>(X)</td>
<td>(X)</td>
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</table>

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

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

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

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

Explanation of Symbols:

1. An "***" entry in the margin of error column indicates that either no sample observations or too few sample observations were available to compute a standard error and thus the margin of error. A statistical test is not appropriate.
2. An '-' entry in the estimate column indicates that either no sample observations or too few sample observations were available to compute an estimate, or a ratio of medians cannot be calculated because one or both of the median estimates falls in the lowest interval or upper interval of an open-ended distribution.
3. An '+' following a median estimate means the median falls in the upper interval of an open-ended distribution.
4. An '+' following a median estimate means the median falls in the upper interval of an open-ended distribution.
5. An "*****" entry in the margin of error column indicates that the median falls in the lowest interval or upper interval of an open-ended distribution. A statistical test is not appropriate.
6. An "*****" entry in the margin of error column indicates that the estimate is controlled. A statistical test for sampling variability is not appropriate.
7. An 'N' entry in the estimate and margin of error columns indicates that data for this geographic area cannot be displayed because the number of sample cases is too small.
8. An '(X)' means that the estimate is not applicable or not available.
Proposed Development is located 1.57 miles "as the crow flies" from Houston City Hall.

Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

DISCLAIMER:
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2/15/2018
Houston, Texas
Urban Core Map

Urban Core - City Hall
Urban Core - 4 Mile Radius

Proposed Development
February 26, 2018

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

Re: Campanile on Commerce, TDHCA #18306 – Concerted Revitalization Plan – Tax Increment Reinvestment Zone #23 (Harrisburg TIRZ)

Dear Mr. Irvine,

Please accept this letter as documentation in compliance with §11.9(d)(7)(A) of the 2018 Qualified Allocation Plan ("QAP"), Concerted Revitalization Plan in Urban Areas. Campanile on Commerce, located at 2800 Commerce St., is within the City of Houston’s Tax Increment Reinvestment Zone 23 ("TIRZ 23"). TIRZ 23 was created by the City of Houston in order to facilitate a long-term, substantive investment in and revitalization of the designated zone and constitutes a Concerted Revitalization Plan pursuant to the QAP.

TIRZ 23 was created through the adoption of Ordinance No. 2011-900 on October 19, 2011. Since its creation, the City Council and TIRZ 23 Board of Directors have adopted through public processes the Project Plan and Reinvestment Zone Financing Plan (the "Project Plan") that governs the revitalization efforts of TIRZ 23. The Project Plan was adopted by the Houston City Council on February 6, 2013 by Ordinance No. 2013-101. TIRZ 23 has been active since its creation in 2011 and the City Council has approved the duration of the zone through December 31, 2040. The proposed Campanile on Commerce development site is located within the boundaries of TIRZ 23.

As clearly provided for in Ordinance 2011-900, the zone was created because the City of Houston found that, in 2011, the "zone substantially impairs and 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, or welfare in its present condition and use because of the presence of: a. a substantial number of substandard, slum, deteriorated, or deteriorating structures; b. the predominance of defective or inadequate sidewalk or street layout; c. faulty lot layout in relation to size, adequacy, accessibility or usefulness; unsanitary or unsafe conditions; e. the deterioration of site or other improvements; and f. conditions that endanger life or property by fire or other cause."
Since its creation, TIRZ 23 has financed numerous public works projects (costing over $18M) to improve the study and community participation identified issues in the zone, including (but not limited to):

1. Sidewalk construction, improved lighting and bus stops to enhance pedestrian in the zone,
2. Road reconstruction and expansions of Lockwood Dr. and Harrisburg Blvd to improve mobility through the zone and facilitate new opportunities for commercial and residential development,
3. Numerous pavement, waterline and Stormwater improvements in the zone
4. Development of light rail in the Harrisburg corridor

Numerous additional capital improvement and redevelopment projects are also being planned or are underway. In addition to addressing the problems identified in Ordinance No 2011-900 and the project plan documents, the City of Houston and TIRZ 23 Board of Directors seek to use the TIRZ funding to help the area reach its full economic and neighborhood potential. The City and TIRZ 23 Board approved the 2017 operating budget with a total budget of $1,265,582 and project annual revenue through 2021 to continue funding projects in the zone.

These improvements discussed herein have improved the economic future of the area and the Campanile on Commerce development will contribute to the zone’s bright future. The City of Houston fully supports the development of Campanile on Commerce and believes that it will, through award-winning architecture and meticulous management of the property, serve to continue revitalization efforts in the area. Please do not hesitate to contact me for further information.

Sincerely,

Ray S. Miller
Executive Staff Analyst
ray.miller@houstontx.gov
832-394-6119
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)
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<tr>
<th>AYE</th>
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CAPTION PUBLISHED IN DAILY COURT REVIEW DATE: 02/20/2018
## Schedule I - Priority Resolutions - City of Houston Projects

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<thead>
<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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<tbody>
<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>
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<tr>
<td>2222 Cleburne LP</td>
<td>2222 Cleburne</td>
<td>2222 Cleburne</td>
<td>OST/Almeda TIRZ</td>
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<tr>
<td>Houston DMA Housing II, LLC</td>
<td>City Park Apartments</td>
<td>NW corner of W Green Drive and US HWY 288</td>
<td>Greater Houston TIRZ</td>
<td>18201</td>
</tr>
<tr>
<td>Campanile on Commerce LP</td>
<td>Campanile on Commerce</td>
<td>2800 Commerce St</td>
<td>Harrisburg TIRZ</td>
<td>18306</td>
</tr>
<tr>
<td>BAH Lancaster Senior Village, Ltd.</td>
<td>Lancaster Senior Village</td>
<td>Near 7409 Bellfort/NW corner of intersection of Bellfort and Telephone Rd</td>
<td>Gulfgate TIRZ</td>
<td>18138</td>
</tr>
</tbody>
</table>
AN ORDINANCE DESIGNATING A CONTIGUOUS GEOGRAPHIC AREA WITHIN THE CITY OF HOUSTON LOCATED IN THE EAST END OF THE CENTRAL BUSINESS DISTRICT OF HOUSTON AND GENERALLY BOUNDED BY BUFFALO BAYOU ON THE NORTH, LAWNDALE STREET ON THE SOUTH, 75TH STREET ON THE EAST, AND SAMPSON STREET/YORK STREET ON THE WEST AS REINVESTMENT ZONE NUMBER TWENTY-THREE, CITY OF HOUSTON, TEXAS (HARRISBURG ZONE), FOR TAX INCREMENT FINANCING PURPOSES PURSUANT TO CHAPTER 311 OF THE TEXAS TAX CODE; CREATING A BOARD OF DIRECTORS FOR SUCH ZONE; CONTAINING FINDINGS AND OTHER PROVISIONS RELATING TO THE FOREGOING SUBJECT; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EMERGENCY.

* * * * * *

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

WHEREAS, the City has prepared a preliminary reinvestment zone financing plan for the designation of a proposed reinvestment zone within a contiguous area of the City known as the "East End" or "Harrisburg" area ("proposed zone") which provides that City of Houston ad valorem taxes are to be deposited into the tax increment fund; and

WHEREAS, a notice of the October 12, 2011 public hearing on the designation of the proposed zone was published on October 3, 2011 in the Houston Chronicle, a newspaper of general circulation in the City; and
WHEREAS, at the public hearing on October 12, 2011, interested persons were allowed to speak for or against the designation 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 designation of the proposed zone and its proposed boundaries pursuant to the provisions of the Code; and

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

WHEREAS, the City has done all things required by the Code or other law as a condition to the designation of the proposed zone; and

WHEREAS, the total appraised value of taxable real property in the proposed zone and all other reinvestment zones previously designated by the City is approximately $16,084,101,660; and

WHEREAS, the total appraised value of taxable real property in the City and in the industrial districts created by the City is approximately $137,944,588,303; and

WHEREAS, the total area within the proposed zone is approximately 1,600 acres; and

WHEREAS, less than thirty percent (30%) of the property in the proposed zone is currently used for residential purposes, as that term is defined in Code Section 311.006(d); and

WHEREAS, the City intends to participate in the proposed zone by contributing tax increment to the tax increment fund for the proposed zone from taxes levied and
Pursuant to Article VI, Section 6, Houston City Charter, the effective date of the foregoing Ordinance is **OCT 25 2011**

City Secretary

(Prepared by Legal Department **MFC:mfc October 12, 2011**
(MFC: mfc October 12, 2011)
(Requested by Andrew F. Icken, Chief Development Officer)
(L.D. File No. 0611100027001)

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CAPTION PUBLISHED IN DAILY COURIER

DATE: **OCT 25 2011**
Proposed development is located entirely within Harrisburg TIRZ.
City of Houston
TIRZ #23
Harrisburg Zone/Census

Legend:
- TIRZ Boundary
- Parcel
- Freeway
- River
- Waterway

GIS Services Division
City of Houston
independent verification. The City of Houston neither represents, nor warrants
City of Houston, Texas, Ordinance No. 2013

AN ORDINANCE APPROVING THE PROJECT PLAN AND REINVESTMENT ZONE FINANCING PLAN FOR REINVESTMENT ZONE NUMBER TWENTY-THREE, CITY OF HOUSTON, TEXAS (HARRISBURG ZONE); CONTAINING FINDINGS AND OTHER PROVISIONS RELATED TO THE SUBJECT; AND DECLARING AN EMERGENCY.

* * * * * *

WHEREAS, the City Council of the City of Houston, Texas created Reinvestment Zone Number Twenty-Three on October 19, 2011, by Ordinance No. 2011-900 ("Zone"), pursuant to Chapter 311 of the Texas Tax Code, as amended, for the purposes of Houston’s East End; and

WHEREAS, on January 25, 2013, the Board of Directors of the Zone approved the Project Plan and Reinvestment Zone Financing Plan for the development of the Zone ("Plan"); and

WHEREAS, before the Board of Directors of the Zone may implement the Plan, the City Council must approve the Plan; NOW, THEREFORE,

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

Section 1. Findings. That the facts and recitals contained in the preamble of this Ordinance are determined to be true and correct and are hereby adopted as part of this Ordinance.

Section 2. Approval. That the Project Plan and Reinvestment Zone Financing Plan attached hereto as Exhibit “A” are hereby found to be feasible and are approved. The appropriate officials of the City are authorized to take all steps reasonably necessary to implement the Plan.

Section 3. Declaration of 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; 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 ___ day of February, 2013.

APPROVED this _____ day of __________________, 2013.

Mayor of the City of Houston

Pursuant to Article VI, Section 6, Houston City Charter, the effective date of the foregoing Ordinance is ____ FEB 1 2 2013_______.

City Secretary

(Prepared by Legal Department (DRC:drc February 1, 2013) Assistant City Attorney
(Requested by Andrew F. Icken, Chief Development Officer, Office of the Mayor)
(L.D. File No. 0421300013001)

D:\TIRZ\TIRZ 23 Harrisburg (East End)\Project Plan\ORD #23 Approving Project Plan 2-01-2013.docx

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MAYOR PARKER

COUNCIL MEMBERS

BROWN

DAVIS

COHEN

ADAMS

MARTIN

HOANG

PENNINGTON

GONZALEZ

RODRIGUEZ

LASTER

GREEN

ABSENT

COSTELLO

ABSENT-OUT-OF-
CITY ON PERSONAL BUSINESS

BURKS

NORIEGA

BRADFORD

CHRISTIE

CAPTION ADOPTED
EXHIBIT “A”

PROJECT PLAN AND REINVESTMENT ZONE FINANCING PLAN FOR THE HARRISBURG ZONE
TAX INCREMENT REINVESTMENT ZONE NUMBER TWENTY THREE
CITY OF HOUSTON

HARRISBURG ZONE

Project Plan and Reinvestment Zone Financing Plan

January 25, 2013
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Maps & Exhibits
Exhibit 1 – Estimated Project Costs
Map 1 – Proposed and Existing Land Uses
Exhibit 2 – Net Revenue Schedule
Exhibit 3 – Transfer Schedule All Entities
Introduction:

Houston’s East End: The East End is a district located on the eastern side of Houston’s central business district and stretches from the eastern side of downtown to the Port of Houston. The area includes the site of Harrisburg, an early Texas trading post and the seat of government for the Republic of Texas in 1836. Historically, the area was primary destination for German, Italians and Mexican American immigrants. The Second Ward and Magnolia Park, two of Houston’s oldest neighborhoods, are located in the East End. During the 1990’s the area experienced a dramatic increase in Hispanic population, primarily south of Buffalo Bayou, within the Denver Harbor, Clinton Park, Second Ward, Eastwood, Harrisburg, Pecan Park, Park Place, Meadowbrook, Magnolia and Lawndale neighborhoods.

Today the area contains the highest concentration of petrochemical industries in the City. Also located in the East End are a significant number of industrial brownfield sites and several inactive landfills. Land use patterns could be characterized by areas consisting of large tracts of underdeveloped parcels, abandoned dock lands, industrial properties, railroads, and various commercials uses located throughout and amid single family residential areas.

Currently the East End is entering in to an unprecedented time in its history. Perhaps the largest single investment, public or private is currently being made in the East End. METRO has broken ground on the Harrisburg light rail alignment. The light rail line will run from the Magnolia Transit Center into downtown Houston and link the East End into the City’s light rail transit system. In the future, East End residents will be able to use the light rail to gain access other activity centers within greater the Houston region, conversely residents from other districts of the City will be able to travel to the East End and visit eateries, attend cultural events and tour its historic neighborhoods.

Reinvestment Zone Number Twenty Three, Harrisburg Zone:

Reinvestment Zone Number Twenty Three, City of Houston, Texas, also known as the Harrisburg Tax Increment Reinvestment Zone (TIRZ) is a proposed public finance tool intended to encourage investment and stimulate commercial and residential development in the East End. Essential to making the rail successful will be having the pedestrian infrastructure in place for the riders as they are traveling to or from the rail. To achieve this in the East End significant investments in infrastructure are required. Tax increment financing provides a means to leverage the potential growth in the area to fund this investment. This was recognized by the Texas Legislature when it made the inclusion of land on which a transit rail system is being constructed a single, stand-alone condition for the creation of a tax increment reinvestment zone (ref. Texas Tax Code 311.005(a-1)). As will be addressed further in this Proposed East End Tax Increment Zone Project and Financing Plan, the proposed tax increment zone does include the Harrisburg Light Rail Line. Other conditions within the proposed TIRZ include additional necessary conditions required for the creation of a reinvestment zone (ref. Texas Tax Code 311.005(1)). These include, but are not limited to 311.005(1)(A) a substantial number of substandard, slum, deteriorated, or deteriorated structures; 311.005(1)(B) the predominance of defective or inadequate sidewalk or street layout; 311.005(1)(C) faulty lot layout in relation to size, adequacy, accessibility, or usefulness; 311.005(1)(D) unsanitary or unsafe conditions; 311.005(1)(E) the deterioration of site or other improvements; and 311.005(1)(F) conditions that endanger life or property by fire or other cause.
The following photographs are taken within the proposed boundaries of the TIRZ and document existing conditions (See Figures 1 thru 6).

Figure 1 (Left): Dilapidated structure, vicinity of Sampson and Harrisburg;
Figure 2 (Right): Missing sidewalk at Harrisburg (future light rail alignment).

Figure 3 (Left): Vacant lot along Harrisburg adjacent to future light rail alignment.
Figure 4 (Right): No sidewalks at Texas and Lockwood.

Figure 5 (Left): Illegal Dumping on North Velasco.
Figure 6 (Right): Undeveloped parcel on North Velasco with Downtown skyline in background.

The Project and Reinvestment Zone Financing Plan will create an investment tool for new construction and the redevelopment of the area. The proposed TIRZ will help finance approximately $128 million of improvements and services needed to support the repositioning and revitalization of the East End. Those improvements include:
• Design and construction of public utilities including water, wastewater and storm water systems;
• Design and construction of major and minor roadways and streets including improvements/enhancements;
• Cultural and Public Facility Improvements;
• Parks and Recreational Facilities;
• and Economic Development.

During its 30-year life, the TIRZ expenditures will be funded by tax increment funds, assuming a City tax rate of $0.63875 per $100 valuation and a participation rate of 100% for the first ten years of the Zone, 90% for the subsequent ten years of the Zone, and a maximum of 80% for the remaining ten years of the 30-year term of the Zone. If the City later determines to issue bonds for the TIRZ, additional City Council approval will be necessary. New projected development opportunities will focus on, strengthening the character of residential and commercial properties, improve and diversify the housing product type offered in the area and increase the stability and desirability of the East End’s neighborhoods.

Project Plan:
At approximately 1,600 acres, the proposed TIRZ is comprised of four principal areas:

• The Harrisburg Light Rail Corridor;
• A significant portion of the Second Ward centered around the Jensen/Navigation/Canal intersection stretching to the North York and North Sampson Couplet;
• Undeveloped/underdeveloped land immediately adjacent to the Buffalo Bayou; and
• Commercial/warehouse properties stretching from the Hughes Tool site east to the Gus Wortham Golf Course.

As shown in the Existing Land Use Map, uses with the proposed boundaries of the Zone are predominately commercial (31%), parks and open space (21%), vacant land (15%), and industrial (9%). Over the 30-year life of the TIRZ, it is anticipated that a significant amount of underdeveloped and vacant land will be developed into commercial or residential (single-family and multi-family) uses. Anticipated land uses are proposed to consist of parks and open space (28%), commercial (25%), mixed use development (15%), and public/institutional (10%).

The improvements proposed as the goals of the Harrisburg TIRZ are as follows:

**Goal 1: Infrastructure Improvements**

Public streets and public utility systems are required to create an environment that will stimulate private investment in retail, residential, multi-family and commercial developments. Construction of key streets and utility systems will be undertaken to enhance the level of service in the area, improve functionality, replace aged facilities, and increase aesthetics. Potential projects include public utility and roadway improvements along the METRO Harrisburg transit alignment and intersection reconfiguration and improvements on Navigation and Jenson. All roadway improvements will be integrated with the street reconstruction programs of the City of Houston, TxDOT, METRO and others as needed, and where possible include elements not included by those programs. Attention will be placed on the leveraging of TIRZ monies through the funding of elements not addressed by the CIP programs of sister agencies.

**Goal 2: Utilize the present street grid as a framework to create pedestrian-friendly safe environments through the reconstruction of streets and sidewalks, with ample lighting and streetscape amenities.**
Streetscape enhancements are required to create an environment that will help stimulate investment in retail, residential, and commercial developments. Enhanced streetscapes components will include: sidewalks, lighting, signage, street trees, landscaping, benches and other pedestrian amenities. The reconstruction of key streets and major thoroughfares 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 and reinforce the existing community framework of small urban neighborhoods.

**Goal 3: Complementing the revitalization activities proposed to occur along the METRO Harrisburg Mass Transit Alignment.**

METRO funding of public transit systems along the Harrisburg alignment can be complemented by TIRZ activities including the funding of streetscapes, right-of-way acquisition, and related transit improvements. The METRO Harrisburg alignment includes proposed stations on York, Lockwood, Altic, Cesar Chavez, and Magnolia. Stations at these locations could spur redevelopment while benefiting existing businesses. According to the METRO Solutions Final Environmental Impact Statement, placement of new stations would likely result in “redevelopment of vacant parcels and intensification of land uses.” The placement of METRO transit stations in the East End will be of particular importance, economically speaking, both from the consumer and the merchant’s perspectives. The present development schedule for the Harrisburg line calls for construction completion by Fall of 2013.

**Goal 4: Economic Development**

With substantial amounts of vacant land within the TIRZ, in order to stimulate and accelerate redevelopment within the TIRZ, the TIRZ would seek to fund economic development programs that would directly incentivize private enterprise that affect the TIRZ and serve as a catalyst for other business developments. Examples of how the program would be used include funding for business development and retention, business loss mitigation, economic development grants to catalyze investments, such as Agreements under Chapter 380 of the Texas Local Government Code, and matching grants to provide leverage for other economic development funds, such as state enterprise projects, state economic development bank funds and new market tax credit allocations. In cases such as those described in this section, an appropriate economic development program would be proposed by the City and/or the TIRZ and approved by both the TIRZ and City Council.

**Goal 5: The reinforcement of pedestrian-attractive retail developments and mix-density uses with other compatible uses and activities along the Harrisburg, Canal, Wayside, Lockwood, Navigation, and the York/Sampson Corridors.**

The retention and expansion of retail and commercial developments along Harrisburg, Canal, Wayside, Lockwood, Navigation, and the York/Sampson is of key importance to the successful redevelopment of the area. The provision of base level retail functionality is essential to the continued expansion of residential projects in the area. In particular, it is envisioned to develop Harrisburg 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, wide sidewalks, public art and adequate pedestrian amenities.

**Goal 6: Parks and Related Amenities.**

The creation of pedestrian-friendly safe environments, public open green space, access and egress improvements, dedication of public benefit easements, pedestrian bridges and other enhancements.
Proposed redevelopment and upgrades to public green space with the boundaries of the Harrisburg TIRZ, parks, and other appropriate recreational facilities include acquisition of new parkland along Buffalo Bayou, improvements and upgrades to Guadalupe Park and the development of pocket parks in neighborhoods adjacent to the Canal and Harrisburg corridors.

**Goal 7: Cultural, Public Facilities, Affordable Housing and Historic Preservation**

Increasing cultural and public facilities as well as cultural arts centers such as the Talento Bilingue de Houston and museums, historic preservation efforts and affordable housing for East End residents and its workforce is an important public policy goal. TIRZ funds may be leveraged with private, public, and non-profit developers to integrate affordable housing initiatives into ongoing and proposed redevelopment projects within the TIRZ. Also anticipated are the acquisition and rehabilitation of historic structures through the preservation and restoration of historic structures in the area through acquisition/resale and/or rehabilitation of roofs and other structural elements. These projects collectively with improved infrastructure and new fire, police, library, public health facilities, and cultural/community centers will lead to improved security and enhance the quality of life for existing and new residents and businesses.

**Project Plan and Reinvestment Zone Financing Plan for the Zone.**

**A. Project Plan**

Existing and Proposed Uses of Land (Texas Tax Code §311.011(b)(1)): Map 1 reflects the existing land and proposed land uses within the boundaries of the TIRZ. The existing and proposed land uses include single-family residential, multi-family residential, commercial, office, industrial, public and institutional, transportation and utility, park and open spaces, undeveloped and agricultural production land uses.

Proposed Changes of Zoning Ordinances, Master Plan of Municipality, Building Codes, and other Municipal Ordinances (Texas Tax Code §311.011(b)(2)): All construction will be performed in conformance with the City’s existing rules and regulations. There are no proposed changes to any City ordinance, master plan, or building code.

Estimated Non-Project Cost Items (Texas Tax Code §311.011(b)(3)): The non-project costs reflect in part costs that the Greater East End Management District is making both capital and operation and maintenance investments in the Zone. The District has an annual budget of approximately $1.7 million and has received grants totaling over $5 million to implement the East End Livable Centers Project. An estimated $400 million will be spent by the Metropolitan Transit Authority on the Harrisburg/East End Light Rail Alignment. At a distance of approximately 3 miles, the new alignment will include 5 Transit Stations.

Method of Relocating Persons to be Displaced, if any, as a Result of Implementing the Plan (Texas Tax Code §311.011(b)(4)): It is not anticipated that any residents will be displaced by any of the projects to be undertaken in the Zone.

**B. Reinvestment Zone Financing Plan**

Estimated Project Costs (Texas Tax Code §311.011(c)(1)): Exhibit 1 (attached) is a detailed listing of the
proposed public improvement and administrative project costs. The dollar amounts are approximate and may be amended from time to time by City Council. The financing cost are a function of project financing needs and will vary with market conditions, and thus may vary significantly from what is shown in on the Exhibit 1.

Proposed Kind, Number, and Location of all Proposed Public Works or Public Improvements to be Financed in the Zone (Texas Tax Code §311.011(c)(2)): These details are provided throughout the Plan.

Economic Feasibility (Texas Tax Code §311.011(c)(3)): Numerous economic feasibility studies have been completed for the area that includes the proposed TIRZ. These include the following:

- East Houston Sector Study, City of Houston Planning and Development Department, April 2005;
- Strategic Vision Project, Greater East End Management District, September 2006;
- Greater East End Guide to Developer and Business Incentives and Assistance, Greater East End Management District, February 2007;

Collectively, these reports document the economic potential within the boundaries of the proposed TIRZ. Exhibit 2 and Exhibit 3 constitute revenue estimates for the Zone. The Project Plan estimate total project cost of $128,908,488. The Zone and the City find and determine that the Plan is economically feasible.

Estimated Amount of Bond Indebtedness; Time When Related Costs or Monetary Obligations Incurred (Texas Tax Code §311.011(c)(4), §311.011(c)(5)): Notes or bonds may be issued by the proposed TIRZ. Future note and bond issues will occur as tax increment revenues allow. The value and timing of these future notes or bonds issues will correlate to debt capacity as derived from the revenue and project schedules attached herein, and by actual market conditions for the issue and sale of such notes and bonds. The TIRZ will explore other financing methods, as well, including developer agreement, financing and collaboration with other entities for grant funding and partnerships.

Methods and Sources of Financing Project Costs and Percentage of Increment from Taxing Units Anticipated to Contribute Tax Increment to the Zone (Texas Tax Code §311.011(c)(6)): Methods and sources of financing include the issuance of notes and bonds, as well as collaboration with developers and other entities for grant funding and partnerships. TY 2011 is the proposed base year for the Zone, TY 2040 is the scheduled termination date. As outlined in Exhibit 2 and Exhibit 3, the proposed base year will be TY 2011 and the scheduled terminate date will be TY 2040, using an estimated collection rate of 95%, and a City of Houston contribution of 100% of the TY 2011 tax rate of $0.63875/$100 of assessed valuation for the first ten years of the Zone, 90% for the subsequent ten years of the Zone, and a maximum of 80% for the remaining ten years of the 30 year term of the Zone, approximately $72 million of increment is estimated to be generated by the TIRZ for use in funding Project Costs. The projected $72 million in increment is deemed to be a conservative figure. Should other jurisdictions wish to participate, this Plan will allow such participation now or at a later date. In accordance with the provisions of Texas Tax Code Chapter 311, if a jurisdiction wishes to participate in the Zone, its participation will be evidenced by an Interlocal Agreement with the City and the Zone stating the share of property taxes that will be deposited in the tax increment fund on an annual basis.

Current Total Appraised Value of Taxable Real Property (Texas Tax Code §311.011(c)(7)): The current total appraised value of taxable real property in the Zone is $369,721,736.

Estimated Captured Appraised Value of Zone During Each Year of Existence (Texas Tax Code §311.011(c)(8)): The estimated captured appraised value of the Zone during each year of its 30-year duration is set forth in Exhibit 2.
Zone Duration (Texas Tax Code §311.011(c)(9)): The TIRZ analysis reflects a 30 year duration and will terminate on December 31, 2040, or on an earlier date as adopted by a subsequent City Council Ordinance, or when all project costs, tax increment bonds, and bond interest have been paid, and all contractual obligations completed.
**Project Cost Amendments:** The following table includes the approved project cost.

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**PROJECT PLAN TOTAL** | $128,908,488
## Exhibit 2 - Net Revenue Schedule

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<td>$2,725,425</td>
<td>$136,271</td>
</tr>
<tr>
<td>2024</td>
<td>$2,962,655</td>
<td>$148,133</td>
</tr>
<tr>
<td>2025</td>
<td>$3,211,746</td>
<td>$150,587</td>
</tr>
<tr>
<td>2026</td>
<td>$3,473,291</td>
<td>$173,665</td>
</tr>
<tr>
<td>2027</td>
<td>$3,747,914</td>
<td>$187,396</td>
</tr>
<tr>
<td>2028</td>
<td>$4,036,268</td>
<td>$201,813</td>
</tr>
<tr>
<td>2029</td>
<td>$4,339,040</td>
<td>$216,952</td>
</tr>
<tr>
<td>2030</td>
<td>$4,656,980</td>
<td>$232,848</td>
</tr>
<tr>
<td>2031</td>
<td>$4,436,228</td>
<td>$221,811</td>
</tr>
<tr>
<td>2032</td>
<td>$4,747,780</td>
<td>$237,389</td>
</tr>
<tr>
<td>2033</td>
<td>$5,074,910</td>
<td>$253,745</td>
</tr>
<tr>
<td>2034</td>
<td>$5,418,396</td>
<td>$270,920</td>
</tr>
<tr>
<td>2035</td>
<td>$5,779,056</td>
<td>$289,953</td>
</tr>
<tr>
<td>2036</td>
<td>$6,157,750</td>
<td>$307,887</td>
</tr>
<tr>
<td>2037</td>
<td>$6,555,378</td>
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<td>$348,644</td>
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<td>2039</td>
<td>$7,411,273</td>
<td>$370,564</td>
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<tr>
<td>2040</td>
<td>$7,871,577</td>
<td>$393,579</td>
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<td>$104,485,409</td>
<td>$5,224,270</td>
</tr>
</tbody>
</table>

Notes:

1. Redevelopment Authority is scheduled to terminate in Tax Year 2040
2. Base Year is Tax Year 2011
3. Projected Value for Tax Years 2011 to 2020 increases at an annual average and for Tax Years 2021 to 2040 at an annual average of 5.00%
4. Collection Rate for Tax Years 2011 to 2040 at 95%
5. Contribution Rate for Tax Years 2011 to 2040 is 75%
6. Transfers is 5% of Increment Revenue
Exhibit 3 - Transfer Schedule

Tax Year(1)

2011
2012

Base Value (2)

Projected Value

(3)

Captured
Appraised Value

Collection
Rate (4)

Tax Rate

Gross
Increment
Revenue

Contribution
Rate (5)

Increment
Revenue

Transfers (6)

$
$

369,721,736

$

369,721,736

$

95.00%

0.63875 $

-

100.00% $

-

$

369,721,736

$

388,207,823

$

18,486,087

95.00%

0.63875 $

112,176

100.00% $

112,176

$

Net Revenue
(Increment Revenue
less Admln Fees)
$

-

5,609

$

106,567
276,110

2013

$

369,721,736

$

417,618,214

$

47,896,478

95.00%

0.63875 $

290,642

100.00% $

290,642

$

14,532

$

2014

$

369,721,736

$

458,499,125

$

88,777,389

95.00%

0.63875 $

538,712

100.00% $

538,712

$

26,936

$

511,777

2015

$

369,721,736

$

501,424,081

$

131,702,345

95.00%

0.63875 $

799,186

100.00% $

799,186

$

39,959

$

759,227

2016

$

369,721,736

$

546,495,285

$

176,773,549

95.00%

0.63875 $

1,072,684

100.00% $

1,072,684

$

53,634

$

1,019,050

2017

$

369,721,736

$

593,820,049

$

224,098,313

95.00%

0.63875 $

1,359,857

100.00% $

1,359,857

$

67,993

$

1,291,864
1,578,318

2018

$

369,721,736

$

643,511,052

$

273,789,316

95.00%

0.63875 $

1,661,388

100.00% $

1,661,388

$

83,069

$

2019

$

369,721,736

$

695,686,604

$

325,964,868

95.00%

0.63875 $

1,977,996

100.00% $

1,977,996

$

98,900

$

1,879,096

2020

$

369,721,736

$

750,470,934

$

380,749,198

95.00%

0.63875 $

2,310,434

100.00% $

2,310,434

$

115,522

$

2,194,912

2021

$

369,721,736

$

787,994,481

$

418,272,745

95.00%

0.63875 $

2,538,131

90.00% $

2,284,318

$

114,216

$

2,170,102

2022

$

369,721,736

$

827,394,205

$

457,672,469

95.00%

0.63875 $

2,777,214

90.00% $

2,499,492

$

124,975

$

2,374,518

2023

$

369,721,736

$

868,763,915

$

499,042,179

95.00%

0.63875 $

3,028,250

90.00% $

2,725,425

$

136,271

$

2,589,154

2024

$

369,721,736

912,202,111

$

542,480,375

95.00%

0.63875 $

3,291,839

90.00% $

2,962,655

$

2,814,522

$

369,721,736

957,812,217

$

588,090,481

95.00%

0.63875 $

3,568,607

90.00% $

3.211,746

$
$

148,133

2025

$
$

160,587

$

3,051,159

2026

$

369,721,736

$ 1,005,702,828

$

635,981,092

95.00%

0.63875 $

3,859,213

90.00% $

3,473,291

$

3,299,627

$

369,721.736

$ 1,055,987,969

$

686,266,233

95.00%

0.63875 $

4,164,349

90.00% $

3,747,914

$
$

173,665

2027

187,396

$

3,560,519

$ 1,108,787,367 $
$ 1,164,226,736 $
$ 1,222,438,073 $

739,065 631

95.00%

0.63875 $

4,484,743

90.00% $

4,036,268

$

201,813

$

3,834,455

794,505,000

95.00%

0.63875 $

4,821,156

90.00% $

4,339,040

$

216,952

$

4,122,088

852,716,337

95.00%

0.63875 $

5,174,389

90.00% $

4,656,950

232,848

$

4,424,103

2028

$

369,721,736

2029

$

369,721,736

2030

$

369,721,736

2031

$

369,721,736

$ 1,283,559,976 $

913,838,240

95.00%

0.63875 $

5,545,285

80.00% $

4,436,228

$
$

221,811

$

4,214,416

2032

$

369,721,736

$ 1,347,737,975

$

978,016,239

95.00%

0.63875 $

5,934,725

80.00% $

4,747,780

$

237,389

$

4,510,391

2033

369,721,736

$ 1,415,124,874

$ 1,045,403,138

95.00%

0.63875 $

6,343,637

80.00% $

5,074,910

$

253,745

$

4,821,164

2034

$
$

369,721,736

$ 1,485,881,117

$ 1,116,159,381

95.00%

0.63875 $

6,772,995

80.00% $

5,418,396

$

270,920

$

5,147,476

2035

$

369,721,736

$ 1,560,175,173

$ 1, 190,453,437

95.00%

0.63875 $

7,223,820

80.00% $

5,779,056

$

288,953

$

5,490,103

2036

$

369,721,736

$ 1,638,183,932

$ 1,268,462, 196

95.00%

0.63875 $

7,697,187

80.00% $

6,157,750

$

307,887

$

5,849,862

2037

$

369,721,736

$ 1,720,093,129

$ 1,350,371,393

95.00%

0.63875 $

8,194,222

80.00% $

6,555,378

$

327,769

2038

$

369,721,736

$ 1,806,097,785

$ 1,436,376,049

95.00%

0.63875 $

8,716.109

80.00% $

6,972,888

$

348,644

$
$

6,624,243

2039

$

369,721,736

$ 1,896,402,674

$ 1,526,680,938

95.00%

0.63875 $

9,264,091

80.00% $

7,411,273

$

370,564

$

7,040,709

2040

$

369,721,736

$ 1,991,222,808

$ 1,621 501,072

95.00%

0.63875 $

9,839,471

80.00% $

7,871,577

$

393,579

$

7,477,998

$

104,485,409

$

5,224,270

$

99,261,139

Notes:
(1) Redevelopment Authority is scheduled to terminate in Tax Year 2040
(2) Base Year is Tax Year 2011
(3) Projected Value for Tax Years 2011 to 2020 increases at an annual average of 8.19%
and for Tax Years 2021 to 2040 at an annual average of 5.00%
(4) Collection Rate for Tax Years 2011 to 2040 at 95%
(5) Contibution Rate for Tax Years 2011 to 2040 is 75%
(6} Transfers is 5% of Increment Revenue

6,227,609


CAMPANILE ON COMMERCE
TDHCA # 18306

TIRZ Plan Update & Conditions

An updated Harrisburg TIRZ Plan and Existing Conditions documents can be found at the following website.


TIRZ Creation Ordinance

A complete copy of the City of Houston Ordinance Number 2011-900 with regards to the creation of the Harrisburg TIRZ (and all of its exhibits) can be found at the following website.

AN ORDINANCE RELATING TO THE FISCAL AFFAIRS OF HARRISBURG REDEVELOPMENT AUTHORITY ON BEHALF OF REINVESTMENT ZONE NUMBER TWENTY-THREE, CITY OF HOUSTON, TEXAS (HARRISBURG ZONE); APPROVING THE FISCAL YEAR 2017 OPERATING BUDGET FOR THE AUTHORITY AND THE FISCAL YEARS 2017-2021 CAPITAL IMPROVEMENTS BUDGET FOR THE ZONE; CONTAINING FINDINGS AND OTHER PROVISIONS RELATED TO THE FOREGOING SUBJECT; AND DECLARING AN EMERGENCY.

* * * * * * *

WHEREAS, the City of Houston ("City") created Reinvestment Zone Number Twenty-Three, City of Houston, Texas ("Zone" or "Harrsiburz Zone") by Ordinance No. 2011-900 on October 19, 2011; and

WHEREAS, the Harrisburg Redevelopment Authority (the "Authority"), a local government corporation acting on behalf of the City in connection with the Zone, has submitted an Operating Budget for Fiscal Year 2017 (the "Operating Budget") and a five-year Capital Improvements Budget for Fiscal Years 2017-2021 (the "CIP Budget" and, collectively with the Operating Budget, the "Budgets") to the City Council for approval pursuant to the interlocal agreement among the City, the Authority, and the Zone approved by Ordinance No. 2015-562 on June 17, 2015 ("Tri-Party Agreement");

NOW, THEREFORE,

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

Section 1. That the findings contained in the preamble of this Ordinance are determined to be true and correct and are hereby adopted as part of this Ordinance.
Section 2. That the City Council takes cognizance of the fact that in order to implement the Project Plan and Reinvestment Zone Financing Plan for the Zone and to make adjustments occasioned by events transpiring during the year, the Authority or the Zone, upon the approval of the City’s Chief Development Officer, may transfer funds from one Line Item of Project Costs shown on Exhibit "A" to another. Unless approved by the City Council, the Authority or the Zone may transfer funds only (1) as needed for Debt Service; and (2) from one Line Item of Project Costs to another, provided that the aggregate of such transfers does not exceed $400,000 during Fiscal Year 2017. Subject to the foregoing, the Operating Budget attached hereto as Exhibit “A” is hereby approved for the Zone.

Section 3. That not later than March 31, 2017, the Zone and/or the Authority shall, in cooperation with City representatives: (1) identify surplus funds in the Zone’s Fiscal Year 2017 Operating Budget based on the difference between Zone revenues and the Fiscal Year 2017 Operating Budget approved by the City; and (2) make available any surplus Zone funds, through appropriate agreement, for projects identified by the City that are eligible for tax increment funding, such as affordable housing, areas of public assembly, incremental costs of municipal services attributable to development and redevelopment in the Zone, and capital projects that benefit the City and the Zone. The agreement may provide for the payment of surplus funds into one or more accounts established by the City or may provide for direct payment by the Zone for that purpose. The Zone shall consider amendments to the Zone Project Plan and Reinvestment Zone Financing Plan that may be necessary to accomplish this purpose, and shall expedite any such amendments.
Section 4. That the approval of this Operating Budget is contingent upon receipt by the City's Chief Development Officer of a document signed by the Administrator of the Zone and Authority disclosing the name of each owner or developer of property within the Zone from which the Administrator has received compensation during the last five calendar years, and the amount of compensation by owner by year. Compensation may be expressed by category as follows:

- Category I: Less than $1,000.00
- Category II: At least $1,000.00 but less than $10,000.00
- Category III: At least $10,000.00 but less than $50,000.00
- Category IV: At least $50,000.00 but less than $100,000.00
- Category V: At least $100,000.00 but less than $500,000.00
- Category VI: At least $500,000.00 but less than $1,000,000.00
- Category VII: $1,000,000.00 or more

Section 5. 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; 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 10th day of August, 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 ____ AUG 16, 2016 _____.

City Secretary

(Prepared by Legal Department
(SEK/ems July 25, 2016
Senior Assistant City Attorney)
(Requested by Andy Icken, Chief Development Officer)
(L.D. File No. 042-1300013-007)
EXHIBIT "A"

Fiscal Year 2017 Operating Budget
for the Harrisburg Redevelopment Authority
**CITY OF HOUSTON**
**ECONOMIC DEVELOPMENT DIVISION**
**FISCAL YEAR 2017 BUDGET PROFILE**

<table>
<thead>
<tr>
<th>Profile</th>
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<tbody>
<tr>
<td>Base Year:</td>
<td>2011</td>
</tr>
<tr>
<td>Base Year Taxable Value:</td>
<td>$332,148,551</td>
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<tr>
<td>Projected Taxable Value (TY2016):</td>
<td>$443,306,602</td>
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<tr>
<td>Current Taxable Value (TY2015):</td>
<td>$429,259,233</td>
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<tr>
<td>Acres:</td>
<td>1,600</td>
</tr>
<tr>
<td>Administrator (Contact):</td>
<td>City of Houston</td>
</tr>
<tr>
<td>Contact Number:</td>
<td>(832) 393-0985</td>
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</table>

**Zone Purpose:**

Tax Increment Reinvestment Zone Number Twenty-Three. City of Houston, Texas was created to provide the plans and programs needed to reposition Houston’s East, a District of the City containing industrial brownfield sites, inactive landfills, abandoned dock lands, industrial properties, railroads, and various commercial uses located throughout and amid single family residential areas.

- The Redevelopment Authority tri-party agreement was approved.
- The board has begun evaluating several development options for two commercial redevelopment projects and one street/mobility infrastructure project.

<table>
<thead>
<tr>
<th>Capital Projects:</th>
<th>Total Plan</th>
<th>Cumulative Expenses (to 6/30/15)</th>
<th>Variance</th>
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<tr>
<td>Public Utility Improvements</td>
<td>$8,000,000</td>
<td>$8,000,000</td>
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<tr>
<td>Roadway and Sidewalks</td>
<td>58,000,000</td>
<td>58,000,000</td>
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<tr>
<td>Cultural and Public Facility Improvements</td>
<td>20,000,000</td>
<td>20,000,000</td>
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<tr>
<td>Parks and Recreational Facilities</td>
<td>15,300,000</td>
<td>15,300,000</td>
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<tr>
<td>Economic Development</td>
<td>10,000,000</td>
<td>10,000,000</td>
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<tr>
<td>affordable housing</td>
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<td>150,000</td>
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<tr>
<td>School &amp; Education/Cultural Facilities</td>
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<tr>
<td>Financing Costs</td>
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<td>12,000,000</td>
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<td>Administration Costs/Professional Services</td>
<td>5,308,488</td>
<td>5,308,488</td>
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<tr>
<td>Creation Costs</td>
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<tr>
<td>Total Capital Projects</td>
<td>$111,300,000</td>
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**Additional Financial Data**

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<tr>
<th>FY2016 Budget</th>
<th>FY2016 Estimate</th>
<th>FY2017 Budget</th>
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<tbody>
<tr>
<td>Debt Service</td>
<td>$</td>
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</tr>
<tr>
<td>Principal</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Interest</td>
<td>$</td>
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</tbody>
</table>

**Year End Outstanding (Principal)**

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<th>Debt Service</th>
<th>$</th>
<th>$</th>
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</thead>
<tbody>
<tr>
<td>Bond Debt</td>
<td>$</td>
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<tr>
<td>Bank Loan</td>
<td>$</td>
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<td>$</td>
</tr>
<tr>
<td>Line of Credit</td>
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<td>$</td>
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<tr>
<td>Developer Agreement</td>
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<tr>
<td>Other</td>
<td>$</td>
<td>$</td>
<td>$</td>
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<tr>
<td>TIRZ Budget Line Items</td>
<td>FY2016 Budget</td>
<td>FY2016 Estimate</td>
<td>FY2017 Budget</td>
</tr>
<tr>
<td>----------------------------------------------</td>
<td>--------------</td>
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<td>RESPECTED Funds - Capital Projects</td>
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<tr>
<td>RESPECTED Funds - Affordable Housing</td>
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<tr>
<td>RESPECTED Funds - Bond Debt Service</td>
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<td>UNRESPECTED Funds</td>
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<td>Beginning Balance</td>
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<td>County tax revenue</td>
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<td>ISD tax revenue</td>
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<td>ISD tax revenue - Pass Through</td>
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<td>Community College tax revenue</td>
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<tr>
<td>Incremental property tax revenue</td>
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<td>Miscellaneous revenue</td>
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<td>COH TIRZ interest</td>
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<td>Interest Income</td>
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<td>Other Interest Income</td>
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<td>Grant Proceeds</td>
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<td>Proceeds from Bank Loan</td>
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<td>Contract Revenue Bond Proceeds</td>
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<tr>
<td>TOTAL AVAILABLE RESOURCES</td>
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<table>
<thead>
<tr>
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<th>FY2016 Budget</th>
<th>FY2016 Estimate</th>
<th>FY2017 Budget</th>
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<tbody>
<tr>
<td></td>
<td>77,322</td>
<td>166,381</td>
<td>641,878</td>
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<tr>
<td></td>
<td>129,940</td>
<td>548,277</td>
<td>620,943</td>
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Notes:
EXHIBIT "B"

Fiscal Years 2017—2021 Capital Improvement Projects Budget for Harrisburg Zone
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** NOTE:  
*** NOTE:
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### Project: Kenedy Street

**Description:** ROW acquisition for proposed roadway improvements.

**Justification:** Purchase of ROW will enable construction of a street in the near future, preserving the corridor for that purpose. Access will also make safer the ongoing development in the surrounding area. The road will also support a development that the City has already approved incentives for.

### Operating and Maintenance Costs: ($ Thousands)

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<th>2018</th>
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### Fiscal Year Planned Expenses

#### Project Allocation

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<th>2017</th>
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#### Source of Funds

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*NOTE:*
Project: Engineering of capital projects in the zone

Description: Design sidewalks, trails, and greenspaces in the zone pursuant to the project plan

Justification: The plan contemplates expenditures on neighborhood infrastructure. This will enable the Board to begin targeting such project expenditures

### Operating and Maintenance Costs: ($ Thousands)

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## Project: Concrete Panel Replace Program

**Location:** I, H  
**Geo. Ref.:**  
**Served:** I, H  
**Neighborhood:**

### Description:
Street maintenance program

### Justification:
Mobility improvements to extend life of roads.

### Operating and Maintenance Costs: ($ Thousands)

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<td>Svcs. &amp; Chgs.</td>
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<tr>
<td>Capital Outlay</td>
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### Fiscal Year Planned Expenses

#### Project Allocation

<table>
<thead>
<tr>
<th>Phase</th>
<th>Projected Expenses thru 6/30/15</th>
<th>2016 Budget</th>
<th>2016 Estimate</th>
<th>2017</th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
<th>2021</th>
<th>FY17 - FY21 Total</th>
<th>Cumulative Total (To Date)</th>
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<td>5 Equipment</td>
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<td>6 Close-Out</td>
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<td>7 Other</td>
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### Total Allocations

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<tr>
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<th>2017</th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
<th>2021</th>
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### Source of Funds

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<th>2019</th>
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<tr>
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<td>Other</td>
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2018 Declared Disaster Areas
Counties Expiring after March 1, 2018
Eligible under §11.9(d)(3) of the 2018 QAP

<table>
<thead>
<tr>
<th>Angelina</th>
<th>Eastland</th>
<th>Karnes</th>
<th>Roberts</th>
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<tr>
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<td>Leon</td>
<td>San Patricio</td>
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<td>Shelby</td>
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<td>Smith</td>
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<td>Jasper</td>
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<td>Jefferson</td>
<td>Rains</td>
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<tr>
<td>DeWitt</td>
<td>Jim Wells</td>
<td>Refugio</td>
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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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<tbody>
<tr>
<td>Austin</td>
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<td>Karnes</td>
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<td>Waller</td>
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<td>Wharton</td>
</tr>
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</table>
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.
R.R. Kilday and Les Kilday
Kilday Operating LLC
1717 St. James Place, Suite 150
Houston, TX 77056

Dear Dick and Les,

You have asked for me to send you a letter outlining some of the major due diligence items which will be required to close and their anticipated timing so that you can be assured that closing can occur by October 31, 2018. Below is the critical path schedule for the underwriting and approval process:

Receive and Approve Phase 1 Environmental Site Assessment 3/1/18 – 3/20/18
- Review of the Phase 1 ESA takes 1-2 weeks and is performed by an outside consultant. These fees are typically paid by the borrower at closing.

Receive and Review Market Study 4/1/18 – 4/15/2018
- Market study is provided by borrower.

Order and Approve Appraisal 5/1/18 – 6/1/18
- Appraisal will be ordered when new LIHTC rents come out, and so that the appraisal is no more than six months old on the closing date. The appraisal fees will be collected when ordered. This is typically a four week turnaround, but can be expedited for additional fees to the appraiser.

Compass Underwriting and Credit Approvals 6/1/18 – 9/1/18
- The Bank’s credit review has been performed preliminarily and is ongoing during the closing process.

Outside Legal Engaged and Loan Documents Prepared 8/1/18 – 9/15/18
- Loan documentation is done by outside counsel who will typically be engaged two to three months prior to the anticipated closing date. A deposit is typically taken when engaged, with the remainder paid upon closing.

Engage and finalize plan and cost review 8/15/18 – 9/15/18
- Plan and cost review is performed by outside consultant and generally takes about two weeks from the time they receive the final plans and specifications. These fees are typically paid by the borrower at closing.

Closing of Construction Loan 10/1/18

Compass has reviewed the following due diligence as of the issuance of this letter:

- The financial capacity of the Guarantors
- The financial capacity and experience of the general contractor
- Complete architect contract
February 28, 2018

Page 2

- Architectural site plan and drawings
- Survey and title commitment
- Site feasibility study

Sincerely,

Ken Overshiner, Senior Vice President,
Community Development Capital, Compass Bank
CONSTRUCTION DOCUMENTS FEE PROPOSAL
Campanile On Commerce

Les Kilday
Kilday Realty Corp.
1717 St. James Place, Suite 150
Houston, TX 77056

Job No. 1818
February 28, 2018

Dear Les:

Thank you for the opportunity to design this exciting Low Income Housing Tax Credit Project for this year’s round. We hope you will be successful in receiving an award this July, and are prepared to take the next step when you give us the approval to do so. Based on our discussions together and the Tax Credit Drawings, we propose the following services for the Construction Documentation of the above project:

Scope Of Services

1. Design of 120 unit seniors apartment project, in a 3 story elevator-served building.
2. Design of 6 unique one and two bedroom unit types.
3. Design of handicap accessible units for each of the above types, with associated parking.
4. Design of site plan including landscaped courtyard with pool and Grille House.
5. Design of new +/- 6,700 s.f. Amenity Center including all interior detailing.
6. Design of interior breezeways, common laundries, and elevator cores.
7. Design of entire project exterior of cement plaster and hardiplank siding veneer.
8. Coordination with Owner’s Civil Engineer.
9. Provision of all Structural and Mechanical/Electrical/Plumbing Engineering for this project as part of this design fee.
11. Construction administration as requested, to include monthly site inspections and review of submittals.

Guaranteed Maximum Fee Explanation

The fees below shall constitute a worst-case scenario for the project, assuming Owner revisions at various stages prior to completion of final documents, and comprehensive documentation for competitive bids and proper construction. If we complete the project in fewer hours, you shall be invoiced strictly for the hours incurred. Savings in time will be passed on completely to you, in an effort to minimize our design fees, while providing you a thorough and unique design. The following revisions that cannot be accommodated within our budgeted fees will be invoiced as additional
expenses: significant changes to the project’s size, complexity, quality, budget, Owner’s schedule, method of bidding, or method of construction, including revisions inconsistent with Owner’s previous approvals or instruction.

**Estimate Of Fees**

**ARCHITECTURAL:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Hours</th>
<th>Amount</th>
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<tr>
<td>Construction Detailing</td>
<td>50.00</td>
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<tr>
<td>Consultation</td>
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<tr>
<td>Total Principal Fees</td>
<td>56.00 hrs. @ $180.00</td>
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<tr>
<td>Staff Documentation/Detailing</td>
<td>1200.00 hrs. @ $110.00</td>
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<tr>
<td><strong>Total Architectural Design Fees</strong></td>
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<td>$142,080.00</td>
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**STRUCTURAL ENGINEERING:**

Construction Documents by Gerry Wynne, Big Red Dog $17,500.00

**MEP ENGINEERING:**

Construction Documents by Jair Vasquez, HGE Engineers $16,000.00

**Total Construction Documents Design Fees** $175,580.00

**CONSTRUCTION ADMINISTRATION** (estimate) $15,000.00

**Additional Services**

The following are additional services, and shall be billed monthly as they occur, at the above hourly rates:

1. Revisions to Construction Documents inconsistent with the Owner’s previous approvals or instructions, including revision of the Owner’s program or project budget.
2. Revisions to Construction Documents required by Building Code or Law changes subsequent to the preparation of the Construction Documents.
3. Additional design services required by significant changes of the project’s size, complexity, or quality; Owner’s schedule; method of bidding or negotiation; or method of construction.
4. Preparation of documents resulting from Change Orders, substitutions by the Contractor, replacement of damaged work, default of the Contractor, or defects in his work.
5. Provision of services for a public hearing, arbitration, or legal proceeding except where the Architect is a party thereto.
6. Preparation of documents for alternate, separate, or sequential bids or construction, prior to the completion of the Construction Document phase.
7. Preparation of As-Built Drawings based on information from the Contractor.

**Construction Administration**

During the construction of the project, our firm is prepared to perform Architectural Construction Administrative services at the above hourly rates, in addition to the design fees listed. Those services may include but are not limited to the following:

1. Construction visits during the period of construction, or compliance visits for items on the Punch List, required due to non-performance of the Contractor.
2. Periodic observation for percentage completion of construction elements for Certification Of Payment (Draw Requests) to the Contractor. If this is required, the Architect will not make exhaustive or continuous on-site observations to check the quality and quantity of work, and will not review requisitions from the Subcontractors.

Mark S. Mucasey, A.I.A. 4808 Gibson St., Suite 200 Houston, Texas 77007
Principal Tel. (713)521-1233 Fax (713)520-1904 E-mail: office@mucaseyarchitects.com

Will Cummings, Sr. Associate
Paul Titterington, Sr. Associate
David Howland, Sr. Associate
or suppliers, or other data requested by the Owner to substantiate the Contractor’s right to payment, and will not ascertain how or for what purpose the Contractor has used money previously paid on the Contract Sum account.

3. Review of Shop Drawings and Materials Submittals. The Contractor is responsible for the accuracy and completion of other details such as dimensions, quantities, safety precautions, methods, or the provision of an entire assembly of which the submittal is a single component.

4. Review and certification of Change Orders requested by the Owner.

5. Interior or exterior color selections, unless referenced in the Scope of Services.

6. Revisions to the Construction Documents required by Building Code or Law revisions subsequent to the completion of the Construction Documents.

7. Documentation or observation resulting from Change Orders, Contractor default or substitutions, or replacement of damaged or defective work.

8. Services in dispute settlements between the Owner and Contractor, public hearings, arbitrations, etc., to which the Architect is not a party.

9. Preparation of as-built drawings (typically the responsibility of the Contractor).

**Reimbursable Expenses**

The following are reimbursable expenses in addition to basic design services, and shall be billed monthly as they occur:

1. Travel expenses for out-of-town visits.
2. Long-distance communications.
3. Permit and Plan Submittal Fees.
4. Deliveries, reproduction expenses, computer plots, and postage/handling of documents.
5. Models, renderings, or promotional versions of this project.

**Items Provided By Owner To Architect**

The following items shall be provided by the Owner to the Architect:

1. A current Property Survey of the site showing existing improvements, easements, utilities, topography, and trees impacting the design.
2. Subdivision Deed Restrictions that apply to the site.
3. Soils Test of the site as the basis for the Foundation Design by the Structural Engineer.
4. The program for the project including all specific needs and accommodations desired, sizes of particular spaces if critical, data on equipment and furniture to be incorporated into the design, and the desired look or feel of the project, including references to pictures or existing buildings/interiors.
5. Estimate of the construction budget per square foot or lump-sum. The Architect shall not estimate or guarantee costs of construction, but may coordinate with a Contractor for purposes of cost estimation for the Owner.
6. Replatting, grading/drainage plans, or easement revisions (typically by Civil Engineer).

**Invoicing Procedures**

Invoices are billed at the end of each month, for the hours, printing, engineering, and additional expenses incurred during that month. Invoices are payable by the 15th of the following month.

**Liability For Construction Defects**

All construction services by the Architect shall consist of periodic observation of the Work, and not of exhaustive inspections or coordination of the Contractor’s efforts. The Contractor shall, by commencing the Work, acknowledge his understanding of the plans and specifications, and shall accept full responsibility for proper construction means, methods, and techniques. Having not advised the Architect in writing of potential problems with details as drawn that may require modification by the Architect, the Contractor accepts the full responsibility for achieving the proper design, and meeting local building codes, and shall, at his expenses, repair any resultant leaks, cracks, or other defects that shall be considered “construction defects” and not “design defects.” The periodic observations of the project by the Architect shall not relieve the Contractor of his full responsibility for proper execution of the proposed design. The Architect shall not be liable for the Contractor’s improper execution of the Design, and shall only inform the Owner of any defects, to the extent that they are visible during his periodic observation of the Work.

Mark S. Mucasey, A.I.A. 4808 Gibson St., Suite 200 Houston, Texas 77007  
Principal  Tel. (713)521-1233  Fax (713)520-1904  
E-mail: office@mucaseyarchitects.com  
Will Cummings, Sr. Associate  
Paul Titterington, Sr. Associate  
David Howland, Sr. Associate
Ownership Of The Documents

All documents prepared by the Architect are instruments of his service for use solely for this project. The Architect retains all rights including copyright to the documents. The Owner may retain copies for use with regard to this project. These documents shall not be used by anyone on other projects, additions to this project, or completion of this project, except with the approval and compensation of the Architect. The Architect shall retain the right to include representations of this project’s design, including photographs, in his promotional materials, not to include the Owner’s confidential information (if so advised).

Suspension And Termination Of This Contract

If this project is suspended for more than thirty days by the Owner, the Architect shall be compensated for all work to date. When the project is resumed, the Architect shall be reimbursed for all costs incurred in the interruption and resumption of service. Should the project be terminated for any reason prior to completion of construction, the Architect shall be paid for all work and expenses up to the point of termination. The final invoice shall be payable upon receipt, subject to overdue charges above normal invoices.

Miscellaneous Provisions

1. This agreement shall be governed by the law in the place of business of the Architect—Houston, Harris County, Texas.
2. The Architect or his consultants shall have no responsibility for the discovery, presence, handling, removal, disposal, or exposure of persons to hazardous materials on this project.
3. The Owner shall allow the Architect to display his own job-site sign, or shall incorporate the Architect’s information on the project signage.
4. The Architect shall retain the right to include representations of the design of this project, including as-built photographs, in his promotional materials, not to include the Owner’s confidential information as advised.

Our firm is proud to provide an emphasis on unique and quality-conscious design and detailing. Our principal and senior associates maintain a direct involvement with the client from conception to completion of construction on our projects. We strive to maximize the use of space while minimizing the construction cost. We are focused on marketing and image as related to the architectural design of the project, and will strive to achieve the desired look and feel that you request. I appreciate the opportunity to submit this proposal, and look forward to working with you. Please contact me with any questions.

Very truly yours,

Mark S. Mucasey, A.I.A.
Mucasey & Associates, Architects

Date

Accepted

Mark S. Mucasey, A.I.A.
Principal

Will Cummings, Sr. Associate
Paul Titterington, Sr. Associate
David Howland, Sr. Associate

4808 Gibson St., Suite 200  Houston, Texas 77007
Tel. (713)521-1233  Fax (713)520-1904
E-mail: office@mucaseyarchitects.com
CRITICAL PATH SCHEDULE: Site Development/Bldg. Permit
Project Architect: Mucasey & Associates, Architects
Project Name: Campanile On Commerce
Date: March 1, 2018

Tax Credit Package complete as of March 1, 2018, and submitted to TDHCA

March 8-22 Develop architectural wall and building sections, roof plans, building floor slopes, and details to enable the issuance of Engineering Backgrounds. Initiate Soils Testing to enable foundation design and production of Geotechnical Report.

March 8-June 8 Initiate Platting procedure if required, and Performance Standards Submittal.

March 22 Issue Autocad backgrounds to civil, structural, and MEP engineers.

March 22-May 5 Complete Architectural, Civil, Structural, and MEP Building Permit Documents.

May 5-12 Coordination of Architectural and Engineering Drawings for Permit Submittal.

May 12 Submittal for Permit in City Of Houston.

May 12-September 12 Resolution of all Permit Comments and Issuance of City Permit, to include recordation of Plat if required, and payment of all permit fees, water and wastewater/storm fees.

October 16-30 Close on property

October 31 Begin mobilization and construction

Submitted by:

Mark S. Mucasey, A.I.A.
Mucasey & Associates, Architects
Architect Of Record

2/24/18
Date
CURRENT STAGE OF ARCHITECTURAL DRAWINGS

Project Architect: Mucasey & Associates, Architects
Project Name: Campanile On Commerce

The completed Tax Credit Submittal Package produced in Autocad will serve as the basis for the Building Permit Documents. All Preliminary Design Work for this project has been completed including:

Site design of building placements with regards to setbacks and easements, parking lot layouts, firelane layouts to comply with hoselay requirements, sidewalk design to provide all accessible routes to all ground floor and handicap units and connecting all units to all amenities and public sidewalk/R.O.W., dumpster design and layout, fencing and gates, pool and deck design, guest entry lane/telephone, and monument sign placement.

Typical unit design of all units, including layouts of Baths, Kitchens, Computer Desks, Closets, wall layouts, door sizes and layouts, window placement that is coordinated with exterior design, balcony design, flooring extent and design, and furniture layouts to justify design of Living/Dining.

Building design including breezeways, corridors, stairwells, elevators (if required), fire sprinkler closets, and specific units and their variations throughout the building layout.

Exterior elevations of all exterior exposures of all building types including roof slopes, fascia and cornice detailing, balcony and stair railing details, window design and detailing, exterior doors and detailing, and all exterior veneer layout and detailing.

Amenity Center design including all interior layouts of public areas, public Toilet Room design, public Kitchen area design, Management Office layout and design, Business Center design, Fitness Center design, Mailbox Center design, Public Laundry design, and all mechanical closets required.

Grille House design including covered pavilion, grille and furniture detailing, and all exterior elevations and detailing.

Based on the completed design work to compile the Tax Credit Submittal, the Preliminary Structural Design of the buildings has been completed by the Architect, including design of building technology to allow the proper layout in Autocad of all building plans and exterior elevations, that include the proper sized floor and roof trusses, and extents of foundations.

Based on the completed design work to compile the Tax Credit Submittal, the Preliminary Mechanical/Electrical Design of the units, buildings, and Amenity Buildings has been completed by the Architect including meter bank locations, condensing unit locations at all buildings, air-conditioning closet locations, hot water heater locations, and appliance locations that will serve as the basis for the Construction Documents.

The above design work that has been completed by the March 1, 2018 submittal date will enable the civil, structural, and MEP Engineers to immediately begin producing their individual Construction Document Packages without further delay, which will expedite the remaining time required to compile the full Building Permit Submittal Package.

Submitted by: 

Mark S. Mucasey, A.I.A.
Mucasey & Associates, Architects
Architect Of Record

[Signature]

Date: 2/26/18
1. PARTIES: Seller agrees to sell and convey to Buyer the Property described in Paragraph 2. Buyer agrees to buy the Property from Seller for the sales price stated in Paragraph 3. The parties to this contract are:

Seller: Glaeven Investments LLC

Address: P.O. Box 541872, Houston, TX 77254
Phone: 713-256-9745 E-mail: chris@glaevenco.com
Fax: Other:

Buyer: Kilday Operating LLC, TXUB1608

Address: 1717 St. James Place, Suite 150, Houston, TX 77056
Phone: 713-914-4400 E-mail: louiskildayco.net
Fax: 713-914-9439 Other:

2. PROPERTY:

A. "Property" means that real property situated in Harris County, Texas at 1.75 acres at 2800 Commerce St., Houston, TX 77003 (address) and that is legally described on the attached Exhibit A or as follows:

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

(1) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gors, and rights-of-way;

(2) Seller's interest in all leases, rents, and security deposits for all or part of the Property; and

(3) Seller's interest in all licenses and permits related to the Property.

(Describe any exceptions, reservations, or restrictions in Paragraph 12 or an addendum.)

(If mineral rights are to be reserved an appropriate addendum should be attached.)

3. SALES PRICE:

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

(1) Cash portion payable by Buyer at closing ........................................ $ 3,430,350.00

(2) Sum of all financing described in Paragraph 4 ................................ $

(3) Sales price (sum of 3A(1) and 3A(2)) .................................. $ 3,430,350.00

(TAR-1802) 1-1-16 Initiated for Identification by Seller and Buyer

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B. Adjustment to Sales Price: (Check (1) or (2) only.)

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

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

(a) The sales price is calculated on the basis of $ 45.00 per:
☒ (i) square foot of ☐ total area ☐ net area.
☐ (ii) acre of ☐ total area ☐ net area.

(b) “Total area” means all land area within the perimeter boundaries of the Property. “Net area” means total area less any area of the Property within:
☐ (i) public roadways;
☐ (ii) rights-of-way and easements other than those that directly provide utility services to the Property; and
☐ (iii)

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

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

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

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

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

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

5. EARNEST MONEY:

A. Not later than 3 days after the effective date, Buyer must deposit $ 15,000.00 as earnest money with Charter Title Company at 609 Main Street 84325, Houston, TX 77002 (address) Bill Barnett (713-222-6060) (closer). If Buyer fails to timely deposit the earnest money, Seller may terminate this contract or exercise any of Seller’s other remedies under Paragraph 15 by providing written notice to Buyer before Buyer deposits the earnest money.

B. Buyer will deposit an additional amount of $ 15,000.00 with the title company to be made part of the earnest money on or before:
☒ (i) 3 days after Buyer’s right to terminate under Paragraph 7B expires; or
☒ (ii) additional $25,000 on or before July 31, 2018

Buyer will be in default if Buyer fails to deposit the additional amount required by this Paragraph 5B within 3 days after Seller notifies Buyer that Buyer has not timely deposited the additional amount.
C. Buyer may instruct the title company to deposit the earnest money in an interest-bearing account at a federally insured financial institution and to credit any interest to Buyer.

6. TITLE POLICY AND SURVEY:

A. Title Policy:

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

(2) The standard printed exception as to discrepancies, conflicts, or shortages in area and boundary lines, or any encroachments or protrusions, or any overlapping improvements:

☐ (a) will not be amended or deleted from the title policy.
☐ (b) will be amended to read "shortages in areas" at the expense of □ Buyer □ Seller.

(3) Within 15 days after the effective date, Seller will furnish Buyer a commitment for title insurance (the commitment) including legible copies of recorded documents evidencing title exceptions. Seller authorizes the title company to deliver the commitment and related documents to Buyer at Buyer's address.

B. Survey: Within 75 days after the effective date:

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

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

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

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

(1) Within 15 days after Buyer receives the commitment, copies of the documents evidencing the title exceptions, and any required survey, Buyer may object in writing to matters disclosed in the items if: (a) the matters disclosed are a restriction upon the Property or constitute a defect or encumbrance to title other than those permitted by this contract or liens that Seller will satisfy at closing or Buyer will assume at closing; or (b) the items show that any part of the Property lies in a special flood hazard area (an "A" or "V" zone as defined by FEMA). If Paragraph 6B(1) applies,
Buyer is deemed to receive the survey on the earlier of: (i) the date of Buyer's actual receipt of the survey; or (ii) of the deadline specified in Paragraph 6B.

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

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

7. PROPERTY CONDITION:

A. Present Condition: Buyer accepts the Property in its present condition except that Seller, at Seller's expense, will complete the following before closing: ____________________________

B. Feasibility Period: Buyer may terminate this contract for any reason within by March 31, 2018 days after the effective date (feasibility period) by providing Seller written notice of termination. (Check only one box.)

☐ (1) If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer less $ 100.00 that Seller will retain as independent consideration for Buyer's unrestricted right to terminate. Buyer has tendered the independent consideration to Seller upon payment of the amount specified in Paragraph 5A to the title company. The independent consideration is to be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(1) or if Buyer fails to deposit the independent consideration, Buyer will not have the right to terminate under this Paragraph 7B.

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

C. Inspections, Studies, or Assessments:

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

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

D. Property Information:

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

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

☐ (b) copies of all notes and deeds of trust against the Property that Buyer will assume or that Seller will pay in full on or before closing;

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

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

☒ (e) plats of the Property;

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

☐ (g) ____________________________

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

☒ (a) return to Seller all those items described in Paragraph 7D(1) that Seller delivered to Buyer in other than an electronic format and all copies that Buyer made of those items;

☐ (b) delete or destroy all electronic versions of those items described in Paragraph 7D(1) that Seller delivered to Buyer or Buyer copied; and

☐ (c) deliver copies of all inspection and assessment reports related to the Property that Buyer completed or caused to be completed.

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

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

8. LEASES:

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

1. failure by Seller to comply with Seller's obligations under the leases;

2. any circumstances under any lease that entitle the tenant to terminate the lease or seek any offsets or damages;

3. any advance sums paid by a tenant under any lease;

4. any concessions, bonuses, free rents, rebates, brokerage commissions, or other matters that affect any lease; and
(5) any amounts payable under the leases that have been assigned or encumbered, except as security for loan(s) assumed or taken subject to under this contract.

B. Estoppel Certificates: Within __________ days after the effective date, Seller will deliver to Buyer estoppel certificates signed not earlier than ____________ by each tenant that leases space in the Property. The estoppel certificates must include the certifications contained in the current version of TAR Form 1986 - Commercial Tenant Estoppel Certificate and any additional information requested by a third party lender providing financing under Paragraph 4 If the third party lender requests such additional information at least 10 days prior to the earliest date that Seller may deliver the signed estoppel certificates.

9. BROKERS:

A. The brokers to this sale are:

Principal Broker: Glaven Investments LLC
Agent: Chris B. Brown
Address: P.O. Box 541872
Houston, TX 77254
Phone & Fax: 713-258-9746
E-mail: chris@glavenco.com
License No.: 803740

Cooperating Broker: CBRE, Inc.
Agent: Darin Gosda
Address: 2600 Post Oak Blvd., Suite 2300
Houston, TX 77056
Phone & Fax: 713-577-1911
E-mail: darin.gosda@cbre.com
License No.: __________

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

Cooperating Broker represents Buyer.

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

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

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

Principal Broker a total cash fee of:
☑ 3.0% of the sales price.
☐ ____________________________

Cooperating Broker a total cash fee of:
☐ 3.0% of the sales price.
☑ ____________________________

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

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

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

A. The date of the closing of the sale (closing date) will be on or before the later of:
   (1) ☑️ August 31, 2018 (specific date).

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

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

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

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

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

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

Buyer has the right to extend closing for a) 30 days for additional $10,000 earnest money or b) 60 days for additional $15,000 earnest money or c) 90 days for additional $20,000 earnest money.

All additional earnest money to extend closing is non-refundable and due by August 20, 2018.

Buyer will release $30,000 of Earn to Seller on April 2, 2018.

13. SALES EXPENSES:

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

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

14. PRORATIONS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18. ESCROW:

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

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

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

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

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

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

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

☐ A. Seller is not aware of any material defects to the Property except as stated in the attached Commercial Property Condition Statement (TAR-1406).

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

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

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

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

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

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

22. AGREEMENT OF THE PARTIES:

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

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

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

D. Addenda which are part of this contract are: (Check all that apply.)
   (1) Property Description Exhibit identified in Paragraph 2;
   (2) Commercial Contract Financing Addendum (TAR-1931);
   (3) Commercial Property Condition Statement (TAR-1408);
   (4) Commercial Contract Addendum for Special Provisions (TAR-1940);
   (5) Notice to Purchaser of Real Property in a Water District (MUD);
   (6) Addendum for Coastal Area Property (TAR-1915);
   (7) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TAR-1916);
   (8) Information About Brokerage Services (TAR-2501); and
   (9) ............................................................

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

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

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

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

25. ADDITIONAL NOTICES:

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

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

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

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

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

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

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

26. CONTRACT AS OFFER: The execution of this contract by the first party constitutes an offer to buy or sell the Property. Unless the other party accepts the offer by 5:00 p.m., in the time zone in which the Property is located, on December 19, 2017, the offer will lapse and become null and void.

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

Seller: Glaven Investments LLC

By: [Signature]

By (signature):

Printed Name: Chris B. Brown
Title: President & Sales Manager

Buyer: Kilgav Operating LLC, Trustee

By: [Signature]

By (signature):

Printed Name: Jae Kilgav
Title: Vice President

By:

By (signature):

Printed Name:
Title:
AGREEMENT BETWEEN BROKERS
(use only if Paragraph 9B(1) is effective)

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

$ __________________, or

_______% of the sales price, or

_______% of the Principal Broker's fee.

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

Principal Broker: ________________________________

Cooperating Broker: ________________________________

By: ____________________________________________

By: ____________________________________________

ATTEETTTONNYYESS

Seller's attorney: __________________________________________

Buyer's attorney: __________________________________________

Address: ________________________________________________

Address: ________________________________________________

Phone & Fax: ____________________________________________

Phone & Fax: ____________________________________________

E-mail: _________________________________________________

E-mail: _________________________________________________

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

☐ the title company sends to Seller.

☐ Buyer sends to Seller.

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

☐ the title company sends to Buyer.

☐ Seller sends to Buyer.

ESCROW RECEIPT

The title company acknowledges receipt of:

☐ A. the contract on this day __________________________ (effective date);

☐ B. earnest money in the amount of $ 15,000.00 in the form of Check________________________

on ______________________.

Title company: ________________________________

Charter Title Company

By: ____________________________________________

Stacey Aguirre

Address: 609 Main Street, Suite 4325

Houston, Texas 77002

Phone & Fax: 713-331-3074 / 713-222-7213

E-mail: saguirre@chartertitle.com

Assigned file number (G#): 1033006810
AMENDMENT TO COMMERCIAL CONTRACT BETWEEN THE UNDERSIGNED BUYER AND SELLER CONCERNING THE PROPERTY AT

2800 Commerce St., Houston, TX 77003

Effective January 31, 2018, Seller and Buyer amend the contract as follows: (Check all applicable boxes.)

A. Sales Price: The sales price in Paragraph 3 of the contract is changed to:

- Cash portion payable by Buyer at closing: $________
- Sum of all financing described in the contract: $________
- Sales price (sum of cash portion and sum of all financing): $5,623,945.00

B. Property Description: The Property's legal description in Paragraph 2A of the contract is changed to:

3.074 acres per attached survey

C. Repairs: Buyer accepts the Property in its present condition except that Seller, at Seller's expense, will complete the following before closing:

(TAR-1932) 1-26-10

Initialed for Identification by Seller: [Signature], and Buyer: [Signature]
Amendment to Commercial Contract concerning 2800 Commerce St., Houston, TX 77003

D. Extension of Feasibility Period: For nominal consideration, the receipt of which Seller acknowledges, and the consideration described under (1) or (2) below, if any, Buyer's right to terminate under Paragraph 7B of the contract is extended until 11:59 p.m. on ___________.

(1) The independent consideration for Buyer's right to terminate that will be deducted from the earnest money if Buyer terminates the contract under Paragraph 7B(1) is increased to a total amount of $___________. (Insert an amount greater than the amount in Paragraph 7B(1) of the contract.)

(2) Buyer has paid Seller additional consideration of $___________. for the extension. This additional consideration will will not be credited to the sales price upon the closing of the sale.

E. Closing: The closing date in Paragraph 10A of the contract is changed to ____________.

F. Expenses: At closing Seller will pay the first $___________ of Buyer's expenses under Paragraph 13 of the contract.

G. Waiver of Right to Terminate: Upon final acceptance of this Amendment, Buyer waives the right to terminate under Paragraph 7B of the contract.

H. Other Modifications:
Paragraph 5.B. is revised to show $25,000 on the first line instead of $15,000

Seller: Glaven Investments LLC
By: ______________
By (signature): __________________
Printed Name: Chris B. Brown
Title: President and Sole Manager

Buyer: Kilday Operating LLC, Trustee
By: ______________
By (signature): __________________
Printed Name: Les Kilday
Title: Vice President

(TAR-1952) 1-26-10

Page 2 of 2
Campanile on Commerce
Project Work Schedule
DETAILED PROJECT TIME LINE

February 28, 2018

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February 28, 2018

Campanile on Commerce LP
1717 St. James Place, Suite 150
Houston, TX 77056

Re: Campanile on Commerce

Attention: Mr. Les Kilday

In response to your request for financing for your proposed development, Campanile on Commerce (“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 an outline of terms only. This letter does not represent a commitment by the City or create any obligation whatsoever on the City’s part as it has not received approval by city council.

ADDRESS: 2800 Commerce Street, Houston, TX 77003

PURPOSE: To provide permanent term gap financing towards the new construction of a 120-unit affordable housing development for seniors

AMOUNT: The loan requested is $3,500,000

LOAN TERM: The loan term will be for a 20-year period that will include a 24-month construction period

PAYMENT TERMS: The loan will be payable with non-amortizing interest only payments to commence 24 months after closing, subject to available cash flow

LOAN RATE: The rate will be equal to 1.0%

The City will close the Request for Proposals for its multifamily program on March 30, 2018 and will make its recommendations of awards by April 30, 2018. Afterwards, the recommended applications will be underwritten and submitted for city council approval. The City is aware the applicant’s TDHCA Housing Tax Credit application has elected to close its financing by no later than October 30, 2018.

Sincerely,

Ray S. Miller
Executive Staff Analyst
CAMPANILE ON COMMERCE
TDHCA # 18306

Tab 11
Site Info Part III
1. **Site Acreage**

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

<table>
<thead>
<tr>
<th>Site Control</th>
<th>Site Plan</th>
<th>Appraisal</th>
<th>ESA</th>
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<tbody>
<tr>
<td>3.074</td>
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</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>
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<tbody>
<tr>
<td>Glaven Investments LLC</td>
<td>Chris Brown</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
<th>Date of Last Sale</th>
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<td>TX</td>
<td>77254</td>
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Is the seller affiliated with the Applicant, Principal, sponsor, or any Development Team member? **No**

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>
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<tr>
<td>Yolanda Black Navarro Estate</td>
<td>None</td>
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</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.
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)

NA
- 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.

<table>
<thead>
<tr>
<th></th>
<th>Site Control Documentation</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td>Title Commitment or Policy</td>
</tr>
<tr>
<td>NA</td>
<td>Each of the Direct Loan exhibits identified below (as applicable)</td>
</tr>
</tbody>
</table>

Increase in Eligible Basis (30% Boost)

<table>
<thead>
<tr>
<th></th>
<th>Resolution from the Governing Body of the appropriate municipality or county allowing the construction of the Development, if applicable.</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td>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</td>
</tr>
<tr>
<td></td>
<td>SADDA map clearly showing the Development is located within the boundaries of a SADDA, if applicable</td>
</tr>
</tbody>
</table>

Site & Neighborhood Standards (New Construction Direct Loan only)

Confirm the following supporting documents are provided behind this tab.

<table>
<thead>
<tr>
<th></th>
<th>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.</th>
</tr>
</thead>
<tbody>
<tr>
<td>NA</td>
<td>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.</td>
</tr>
<tr>
<td>NA</td>
<td>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 <a href="http://www.census.gov">www.census.gov</a>.</td>
</tr>
<tr>
<td>NA</td>
<td>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.</td>
</tr>
</tbody>
</table>
AMENDMENT TO COMMERCIAL CONTRACT BETWEEN THE UNDERSIGNED BUYER AND SELLER CONCERNING THE PROPERTY AT

2800 Commerce St., Houston, TX 77254

Effective March 21, 2018, Seller and Buyer amend the contract as follows: (Check all applicable boxes.)

☐ A. Sales Price: The sales price in Paragraph 3 of the contract is changed to:

  Cash portion payable by Buyer at closing. $________________________
  Sum of all financing described in the contract. $________________________
  Sales price (sum of cash portion and sum of all financing) $________________________

☐ B. Property Description: The Property's legal description in Paragraph 2A of the contract is changed to:

☐ C. Repairs: Buyer accepts the Property in its present condition except that Seller, at Seller's expense, will complete the following before closing:

(TAR-1932) 1-26-10

Initialled for Identification by Seller: ____________, ________, and Buyer: ____________, ________
Amendment to Commercial Contract concerning 2800 Commerce St., Houston, TX 77254

☐ D. **Extension of Feasibility Period:** For nominal consideration, the receipt of which Seller acknowledges, and the consideration described under (1) or (2) below, if any, Buyer's right to terminate under Paragraph 7B of the contract is extended until 11:59 p.m. on __________________________.

☐ (1) The independent consideration for Buyer's right to terminate that will be deducted from the earnest money if Buyer terminates the contract under Paragraph 7B(1) is increased to a total amount of $_____________. *(Insert an amount greater than the amount in Paragraph 7B(1) of the contract.)*

☐ (2) Buyer has paid Seller additional consideration of $_____________ for the extension. This additional consideration will not be credited to the sales price upon the closing of the sale.

☐ E. **Closing:** The closing date in Paragraph 10A of the contract is changed to __________________________.

☐ F. **Expenses:** At closing Seller will pay the first $_____________ of Buyer's expenses under Paragraph 13 of the contract.

☐ G. **Waiver of Right to Terminate:** Upon final acceptance of this Amendment, Buyer waives the right to terminate under Paragraph 7B of the contract.

☐ X. **Other Modifications:**

*Paragraph 5.B.(l) (Buyer's right to terminate) is revised from 3 days, to 30 days (April 30, 2018).*

---

**Seller:** Glaven Investments LLC  
By: __________________________
By (signature): __________________________
Printed Name: Chris B. Brown  
Title: President & Sales Manager

**Buyer:** Kilday Operating LLC, Trustee  
By: __________________________
By (signature): __________________________
Printed Name: Les Kilday  
Title: Vice President
1. PARTIES: Seller agrees to sell and convey to Buyer the Property described in Paragraph 2. Buyer agrees to buy the Property from Seller for the sales price stated in Paragraph 3. The parties to this contract are:

Seller:  Glaven Investments LLC

Address:  P.O. Box 541872, Houston, TX 77254
Phone:  713-256-9745  E-mail:  chris@glavenco.com
Fax:  Other:

Buyer:  Kilday Operating LLC

Address:  1717 St. James Place, Suite 150, Houston, TX 77056
Phone:  713-914-4400  E-mail:  leol@kildayco.net
Fax:  713-924-9439  Other:

2. PROPERTY:

A. "Property" means that real property situated in Harris County, Texas at 1.75 acres at 2800 Commerce St., Houston, TX 77003 (address) and that is legally described on the attached Exhibit A or as follows:

There's an amendment changing the acreage to 3.074, based on the survey.

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

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

3. SALES PRICE:

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

(1) Cash portion payable by Buyer at closing  $ 3,430,350.00

(2) Sum of all financing described in Paragraph 4  $  

(3) Sales price (sum of 3A(1) and 3A(2))  $ 3,430,350.00

Amendment changes the price of the site as well.
B. **Adjustment to Sales Price:** (Check (1) or (2) only.)

- (1) The sales price will not be adjusted based on a survey.
- (2) The sales price will be adjusted based on the latest survey obtained under Paragraph 6B.

  - (a) The sales price is calculated on the basis of $45.00 per:
    - (i) square foot of total area
    - (ii) acre of total area

  - (b) "Total area" means all land area within the perimeter boundaries of the Property. "Net area" means total area less any area of the Property within:
    - (i) public roadways;
    - (ii) rights-of-way and easements other than those that directly provide utility services to the Property; and
    - (iii) ..........................................................

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

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

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

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

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

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

5. **EARNEST MONEY:**

- A. Not later than 3 days after the effective date, Buyer must deposit $15,000.00 as earnest money with Charter Title Company at 609 Main Street B4325, Houston, TX 77002 (address) 7111 Barnett (713-222-6060) (closer).

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

- B. Buyer will deposit an additional amount of $15,000.00 with the title company to be made part of the earnest money on or before:

  - (i) 3 days after Buyer's right to terminate under Paragraph 7B expires; or
  - (ii) and additional $25,000 on or before July 31, 2018

  - Buyer will be in default if Buyer fails to deposit the additional amount required by this Paragraph 5B within 3 days after Buyer notifies Buyer that Buyer has not timely deposited the additional amount.
C. Buyer may instruct the title company to deposit the earnest money in an interest-bearing account at a federally insured financial institution and to credit any interest to Buyer.

6. TITLE POLICY AND SURVEY:

A. Title Policy:

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

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

(3) Within _15_ days after the effective date, Seller will furnish Buyer a commitment for title insurance (the commitment) including legible copies of recorded documents evidencing title exceptions. Seller authorizes the title company to deliver the commitment and related documents to Buyer at Buyer's address.

B. Survey. Within _75_ days after the effective date:

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

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

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

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

(1) Within _15_ days after Buyer receives the commitment, copies of the documents evidencing the title exceptions, and any required survey, Buyer may object in writing to matters disclosed in the items if: (a) the matters disclosed are a restriction upon the Property or constitute a defect or encumbrance to title other than those permitted by this contract or liens that Seller will satisfy at closing or Buyer will assume at closing; or (b) the items show that any part of the Property lies in a special flood hazard area (an "A" or "V" zone as defined by FEMA). If Paragraph 6B(1) applies,
Buyer is deemed to receive the survey on the earlier of: (i) the date of Buyer's actual receipt of the survey; or (ii) of the deadline specified in Paragraph 6B.

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

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

7. PROPERTY CONDITION:

A. **Present Condition:** Buyer accepts the Property in its present condition except that Seller, at Seller's expense, will complete the following before closing: 

B. **Feasibility Period:** Buyer may terminate this contract for any reason within ___ by providing Seller written notice of termination. (Check only one box.)

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

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

C. **Inspections, Studies, or Assessments:**

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

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

(TAR-1802) 1-1-16

Initiated for Identification by Seller and Buyer.

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

D. Property Information:

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

☐ (a) copies of all current leases pertaining to the Property, including any modifications, supplements, or amendments to the leases;
☐ (b) copies of all notes and deeds of trust against the Property that Buyer will assume or that Seller will pay in full on or before closing;
☒ (c) copies of all previous environmental assessments, geotechnical reports, studies, or analyses made on or relating to the Property;
☐ (d) copies property tax statements for the Property for the previous 2 calendar years;
☐ (e) plats of the Property;
☒ (f) copies of current utility capacity letters from the Property's water and sewer service provider; and
☐ (g) ____________________________________________

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

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

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

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

8. LEASES:

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

(1) any failure by Seller to comply with Seller's obligations under the leases;
(2) any circumstances under any lease that entitle the tenant to terminate the lease or seek any offsets or damages;
(3) any advance sums paid by a tenant under any lease;
(4) any concessions, bonuses, free rents, rebates, brokerage commissions, or other matters that affect any lease; and
B. Estoppel Certificates: Within ___________ days after the effective date, Seller will deliver to Buyer estoppel certificates signed not earlier than ________________ by each tenant that leases space in the Property. The estoppel certificates must include the certifications contained in the current version of TAR Form 1936 - Commercial Tenant Estoppel Certificate and any additional information requested by a third party lender providing financing under Paragraph 4 if the third party lender requests such additional information at least 10 days prior to the earliest date that Seller may deliver the signed estoppel certificates.

9. BROKERS:

A. The brokers to this sale are:

Principal Broker: ___________ Glaven Investments LLC ___________

Cooperating Broker: ___________ CBRE, Inc. ___________

Agent: ___________ Chris B. Brown ___________
Address: ___________ P.O. Box 541872 ___________
          ___________ Houston, TX 77254 ___________
Phone & Fax: ___________ 713-258-6746 ___________
E-mail: ___________ chris@glavenco.com ___________
License No.: ___________ 603730 ___________

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

Cooperating Broker represents Buyer.

B. Fees: (Check only (1) or (2) below.)
(Complete the Agreement Between Brokers on page 13 only if (1) is selected.)

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

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

 Principal Broker a total cash fee of: ___________ 3.0 % of the sales price.

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

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

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

A. The date of the closing of the sale (closing date) will be on or before the later of:
   (1) __________ days after the expiration of the feasibility period.
   X  August 31, 2018 (specific date).

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

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

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

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

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

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

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

Buyer has the right to extend closing for a) 30 days for additional $10,000 earnest money or b) 60 days for additional $15,000 earnest money or c) 90 days for additional $20,000 earnest money.

All additional earnest money to extend closing is non-refundable and due by August 20, 2018.

Buyer will release $30,000 of Earn to Seller on April 2, 2018.

13. SALES EXPENSES:

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

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

14. PRORATIONS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18. ESCROW:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. AGREEMENT OF THE PARTIES:

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

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

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

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

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

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

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

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

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

25. ADDITIONAL NOTICES:

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

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

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

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

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

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

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

26. CONTRACT AS OFFER: The execution of this contract by the first party constitutes an offer to buy or sell the Property. Unless the other party accepts the offer by 5:00 p.m., in the time zone in which the Property is located, on December 12, 2017, the offer will lapse and become null and void.

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

Seller: Gaven Investments LLC

By: [Signature]
Printed Name: Chris Brown
Title: President & CFO Manager

Buyer: Kilby Operating LLC, Trustee

By: [Signature]
Printed Name: LK at Kilby
Title: Vice President

By: [Signature]
Printed Name: [Blank]
Title: [Blank]
AGREEMENT BETWEEN BROKERS
(use only if Paragraph 9B(1) is effective)

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

$ ___________________, or

__________% of the sales price, or

__________% of the Principal Broker’s fee.

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

Principal Broker: ____________________________________________

Cooperating Broker: __________________________________________

By: ____________________________________________ By: ____________________________________________

ATTORNEYS

Seller’s attorney: ____________________________________________

Buyer’s attorney: ____________________________________________

Address: ____________________________________________

Address: ____________________________________________

Phone & Fax: ____________________________________________

Phone & Fax: ____________________________________________

E-mail: ____________________________________________ E-mail: ____________________________________________

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

☐ the title company sends to Seller.

☐ Buyer sends to Seller.

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

☐ the title company sends to Buyer.

☐ Seller sends to Buyer.

ESCROW RECEIPT

The title company acknowledges receipt of:

☐ A. the contract on this day December 20, 2017 (effective date);

☐ B. earnest money in the amount of $15,000.00 in the form of Check on December 20, 2017.

Title company: Charter Title Company

Stacey Aguirre

By: ____________________________________________

Assigned file number (GF#): 1033006810

E-mail: saguirre@chartertitle.com

609 Main Street, Suite 4325
Houston, Texas 77002

713-331-3074 / 713-222-7213

(TAR-1802) 1-1-16

Page 13 of 13
Lora and Elena,

Per #1 on Elizabeth Henderson’s deficiency, see email below from title company acknowledging receipt of the $25,000 mentioned in Amendment #1. Also attached is the 2nd Amendment that extended feasibility deadline from March 31 to April 30. So, the $25,000 was due by April 30.

Thanks,
Les

---

Good afternoon Les,

We received a check last night in the amount of $25,000.00.

Please note I will be out of the office on Medical Leave starting May 8th.

Stacey Aguirre
Commercial Escrow Officer
Charter Title Company
609 Main, Suite 4325
Houston, Texas 77002
Direct No. 713-331-3074
Main No. 713-222-6060
Email: saguirre@chartertitle.com

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NOTICE: The information contained in this message is proprietary and/or confidential and may be privileged. If you are not the intended recipient of this communication, you are hereby notified to: (i) delete the message and all copies; (ii) do not disclose, distribute or use the message in any manner; and (iii) notify the sender immediately.
AMENDMENT TO COMMERCIAL CONTRACT BETWEEN THE UNDERSIGNED BUYER AND SELLER CONCERNING THE PROPERTY AT

2800 Commerce St., Houston, TX 77003

Effective January 31, 2018, Seller and Buyer amend the contract as follows: (Check all applicable boxes.)

X A. Sales Price: The sales price in Paragraph 3 of the contract is changed to:

Cash portion payable by Buyer at closing.

Sum of all financing described in the contract.

Sales price (sum of cash portion and sum of all financing) $5,623,945.00

X B. Property Description: The Property's legal description in Paragraph 2A of the contract is changed to:

3.074 acres per attached survey

C. Repairs: Buyer accepts the Property in its present condition except that Seller, at Seller's expense, will complete the following before closing:
D. Extension of Feasibility Period: For nominal consideration, the receipt of which Seller acknowledges, and the consideration described under (1) or (2) below, if any, Buyer's right to terminate under Paragraph 7B of the contract is extended until 11:59 p.m. on ________________.

(1) The independent consideration for Buyer's right to terminate that will be deducted from the earnest money if Buyer terminates the contract under Paragraph 7B(1) is increased to a total amount of $______________. (Insert an amount greater than the amount in Paragraph 7B(1) of the contract.)

(2) Buyer has paid Seller additional consideration of $______________ for the extension. This additional consideration will not be credited to the sales price upon the closing of the sale.

E. Closing: The closing date in Paragraph 10A of the contract is changed to ________________.

F. Expenses: At closing Seller will pay the first $______________ of Buyer's expenses under Paragraph 13 of the contract.

G. Waiver of Right to Terminate: Upon final acceptance of this Amendment, Buyer waives the right to terminate under Paragraph 7B of the contract.

H. Other Modifications: Paragraph 5.B. is revised to show $25,000 on the first line instead of $15,000

Seller: Glaven Investments LLC
By: ____________________________
By (signature): ____________________________
Printed Name: Chris B. Brown
Title: President and Sole Manager

Buyer: Kilday Operating LLC, Trustee
By: ____________________________
By (signature): ____________________________
Printed Name: Les Kilday
Title: Vice President

(TAR-1952) 1-26-10
Commitment

COMMITMENT FOR TITLE INSURANCE (T-7)

Issued By:

Fidelity National Title Insurance Company

Commitment Number:

1033006810R

THE FOLLOWING COMMITMENT FOR TITLE INSURANCE IS NOT VALID UNLESS YOUR NAME AND THE POLICY AMOUNT ARE SHOWN IN SCHEDULE A, AND OUR AUTHORIZED REPRESENTATIVE HAS COUNTERSIGNED BELOW.

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

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

Fidelity National Title Insurance Company

By:

[Signature]

President

Authorized Signatory

Attest:

[Signature]

Secretary

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.
SCHEDULE A

Effective Date: January 7, 2018 at 8:00 AM
Commitment No.: 1033006810R-Commitment for Title Insurance (T-7)
- 2014

1. The policy or policies to be issued are:
   a. OWNER'S POLICY OF TITLE INSURANCE (Form T-1)
      (Not applicable for improved one-to-four family residential real estate)
      Policy Amount: $5,623,945.00
      PROPOSED INSURED: **Kilday Operating LLC, Trustee**
   
   b. TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE
      ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)
      Policy Amount: 
      PROPOSED INSURED: 
   
   c. LOAN POLICY OF TITLE INSURANCE (Form T-2)
      Policy Amount: 
      PROPOSED INSURED: 
      Proposed Borrower: 
   
   d. TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)
      Policy Amount: 
      PROPOSED INSURED: 
      Proposed Borrower: 
   
   e. LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)
      Policy Amount: 
      PROPOSED INSURED: 
      Proposed Borrower: 
   
   f. OTHER
      Policy Amount: 
      PROPOSED INSURED: 

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

   **FEE SIMPLE**

3. Record title to the land on the Effective Date appears to be vested in:

   **GLAVEN INVESTMENTS, LLC**
SCHEDULE A
(continued)

4. Legal description of land:

BEING A 3.074 ACRE (133,925 SQUARE FOOT) TRACT OF LAND IN THE S. M. WILLIAMS SURVEY, ABSTRACT NO. 87, IN HARRIS COUNTY, TEXAS, AND BEING A PORTION OF BLOCKS 7 AND 8 OF THE LOCKHART ADDITION AS PER PLAT RECORDED IN VOLUME 69, PAGE 96 OF THE HARRIS COUNTY DEED RECORDS, AND BEING A PORTION OF TRACTS "A" AND "B" OF THAT LAND SOLD TO TOOL TRADERS, INC. BY CRESCENT REALTY COMPANY AS DESCRIBED AND RECORDED UNDER HARRIS COUNTY CLERKS FILE (H.C.C.F.) NO. F151892 OF THE REAL PROPERTY RECORDS OF HARRIS COUNTY, TEXAS, SAID 3.074 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:


THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 286.57 FEET, A DISTANCE OF 91.71 FEET, HAVING A CENTRAL ANGLE OF 18°20'09" AND WHOSE CHORD BEARS SOUTH 66°19'06" EAST. A CHORD DISTANCE OF 91.32 FEET TO A 5/8" IRON ROD WITH TRI-TECH CAP SET FOR THE ENDPOINT OF SAID NON TANGENT CURVE TO THE RIGHT;

THENCE SOUTH 57° 00' 46" EAST ALONG THE SOUTH LINE OF SAID PARCEL 11, A DISTANCE OF 412.79 FEET TO A 5/8" IRON ROD SET IN THE SOUTH LINE OF PARCEL 11, FORTH THE NORTHWEST CORNER OF LOT 13 OF NORTH ENNIS TOWNHOMES AS PER PLAT RECORDED UNDER FILM CODE NO. 509290 OF THE HARRIS COUNTY MAP RECORDS AND THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE SOUTH 32°58'33" WEST ALONG THE WEST LINE OF SAID NORTH ENNIS TOWNHOMES, A DISTANCE OF 267.18 FEET TO A 5/8" IRON ROD FOUND IN THE NORTH LINE OF SAID COMMERCE STREET, FOR THE SOUTHWEST CORNER OF LOT 4 OF SAID NORTH ENNIS TOWNHOMES AND THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE NORTH 57° 00' 46" WEST ALONG THE NORTH LINE OF SAID COMMERCE STREET, A DISTANCE OF 502.91 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED 3.074 ACRE (133,925 SQUARE FOOT TRACT OF LAND.

Note: The Company is prohibited from insuring the area or quantity of the Land. Any statement in the legal description contained in Schedule A as to area or quantity of land is not a representation that such area or quantity is correct but is for informal identification purposes and does not override Item 2 of Schedule B hereof.

END OF SCHEDULE A
In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorney’s fees, and expenses resulting from:

1. **Intentionally Deleted.**

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

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

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

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

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

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

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

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

Residential Mortgagee Policy of Title Insurance (T-2R).

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

a. Rights of parties in possession. (Owner Title Policy only)

b. Sanitary manhole, fire hydrant and guy anchor as shown on survey by Lisa M. Dobrowski, RPLS No. 6544 dated 4-10-17.
SCHEDULE C

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

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

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

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

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

5. Company requires acceptable survey conforming to Texas Survey Standards, including Condition and Category of survey or if ALTA survey, to the current ALTA/NSPS survey standards.

Requirement: Survey by Lisa M. Dobrowski, RPLS No. 6544 dated 4-10-17 must be revised to reflect GF 1033006810R and delete all references to Stewart Title, 16000332819 including Schedule B items which do not affect subject property.

6. Ascertain who can execute instruments on behalf of record owner, and secure proof of their authority to act.

7. The Land is located within the City of Houston or within its extra territorial jurisdiction (within 5 miles of the city limits but outside another municipality). It is subject to the terms, conditions, and provisions of City of Houston Ordinance No. 85-1878, pertaining to among other things, the platting and replatting of real property and to the establishment of building lines (25 feet along major thoroughfares and 10 feet along other streets). A certified copy of said ordinance was filed August 1, 1991, at Clerk's File No. N253886.

8. Subject property appears to be in Greater East End Management District. Company requires that all assessments be paid current to the date of closing.

Section 49.452 of the Texas Water Code requires notice of the municipal utility district from Seller to Buyer by a separate written document in the prescribed statutory form, executed and acknowledged by Seller and Buyer and filed for record in the Real Property Records.
9. NOTE FOR INFORMATION PURPOSES:

Title vested by Deed filed January 17, 2017 under Harris County Clerk's File No. RP-2017-19495.
Wire Fraud Alert

This Notice is not intended to provide legal or professional advice. If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.

- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the phone number of relevant parties to the transaction as soon as an escrow account is opened.** DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.

- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do NOT reuse the same password for other online accounts.

- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

- **Federal Bureau of Investigation:**
  
  [http://www.fbi.gov](http://www.fbi.gov)

- **Internet Crime Complaint Center:**
  
Title insurance insures you against loss resulting from certain risks to your title.

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

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

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

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

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

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

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

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

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

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

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

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-800-442-7067 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

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

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

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

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

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.
DELETION OF ARBITRATION PROVISION
(Not applicable to the Texas Residential Owner's Policy)

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

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

The arbitration provision in the Policy is as follows:

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

Signature

Date
At Fidelity National Financial, Inc., we respect and believe it is important to protect the privacy of consumers and our customers. This Privacy Notice explains how we collect, use, and protect any information that we collect from you, when and to whom we disclose such information, and the choices you have about the use of that information. A summary of the Privacy Notice is below, and we encourage you to review the entirety of the Privacy Notice following this summary. You can opt-out of certain disclosures by following our opt-out procedure set forth at the end of this Privacy Notice.

<table>
<thead>
<tr>
<th>Types of information Collected</th>
<th>How Information is Collected</th>
</tr>
</thead>
<tbody>
<tr>
<td>You may provide us with certain personal information about you, like your contact information, address demographic information, social security number (SSN), driver's license, passport, other government ID numbers and/or financial information. We may also receive browsing information from your Internet browser, computer and/or mobile device if you visit or use our websites or applications.</td>
<td>We may collect personal information from you via applications, forms, and correspondence we receive from you and others related to our transactions with you. When you visit our websites from your computer or mobile device, we automatically collect and store certain information available to us through your Internet browser or computer equipment to optimize your website experience.</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Use of Collected Information</th>
<th>When Information is Disclosed</th>
</tr>
</thead>
<tbody>
<tr>
<td>We request and use your personal information to provide products and services to you, to improve our products and services, and to communicate with you about these products and services. We may also share your contact information with our affiliates for marketing purposes.</td>
<td>We may disclose your information to our affiliates and/or nonaffiliated parties providing services for you or us, to law enforcement agencies or governmental authorities, as required by law, and to parties whose interest in title must be determined.</td>
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<tr>
<th>Choices With Your Information</th>
<th>Information From Children</th>
</tr>
</thead>
<tbody>
<tr>
<td>Your decision to submit information to us is entirely up to you. You can opt-out of certain disclosure or use of your information or choose to not provide any personal information to us.</td>
<td>We do not knowingly collect information from children who are under the age of 13, and our website is not intended to attract children.</td>
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</tbody>
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<tr>
<th>Privacy Outside the Website</th>
<th>International Users</th>
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</thead>
<tbody>
<tr>
<td>We are not responsible for the privacy practices of third parties, even if our website links to those parties' websites.</td>
<td>By providing us with your information, you consent to its transfer, processing and storage outside of your country of residence, as well as the fact that we will handle such information consistent with this Privacy Notice.</td>
</tr>
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<tr>
<th>The California Online Privacy Protection Act</th>
<th>Access and Correction: Contact Us</th>
</tr>
</thead>
<tbody>
<tr>
<td>Some FNF companies provide services to mortgage loan servicers and, in some cases, their websites collect information on behalf of mortgage loan servicers. The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through those websites.</td>
<td>If you desire to contact us regarding this notice or your information, please contact us at <a href="mailto:privacy@fnf.com">privacy@fnf.com</a> or as directed at the end of this Privacy Notice.</td>
</tr>
</tbody>
</table>
FIDELITY NATIONAL FINANCIAL
PRIVACY NOTICE
Effective: May 1, 2015; Last Updated: March 1, 2017

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

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

Personal Information. FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- social security number (SSN), driver's license, passport, and other government ID numbers;
- financial account information; and
- other personal information needed from you to provide title insurance, real estate- and loan-related services to you.

Browsing Information. FNF may collect the following categories of Browsing Information:

- Internet Protocol (or IP) address or device ID/UDID, protocol and sequence information;
- browser language and type;
- domain name system requests;
- browsing history, such as time spent at a domain, time and date of your visit and number of clicks;
- http headers, application client and server banners; and
- operating system and fingerprinting data.

How Information is Collected
In the course of our business, we may collect Personal Information about you from the following sources:

- applications or other forms we receive from you or your authorized representative;
- the correspondence you and others send to us;
- information we receive through the Website;
- information about your transactions with, or services performed by, us, our affiliates or nonaffiliated third parties; and
- information from consumer or other reporting agencies and public records maintained by governmental entities that we obtain directly from those entities, our affiliates or others.

If you visit or use our Website, we may collect Browsing Information from you as follows:

- Browser Log Files. Our servers automatically log each visitor to the Website and collect and record certain browsing information about each visitor. The Browsing Information includes generic information and reveals nothing personal about the user.
- Cookies. When you visit our Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. When you visit a website again, the cookie allows the website to recognize your computer. Cookies may store user preferences and other information. You can choose whether or not to accept cookies by changing your Internet browser settings, which may impair or limit some functionality of the Website.

Use of Collected Information
Information collected by FNF is used for three main purposes:

- To provide products and services to you or any affiliate or third party who is obtaining services on your behalf or in connection with a transaction involving you;
- To improve our products and services.
- To communicate with you and to inform you about our, our affiliates' and third parties' products and services, jointly or independently.

When Information is Disclosed
We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) and Browsing Information to various individuals and companies, as permitted by law, without
obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Please see the section "Choices With Your Personal Information" to learn how to limit the discretionary disclosure of your Personal Information and Browsing Information.

Disclosures of your Personal Information may be made to the following categories of affiliates and nonaffiliated third parties:

- to third parties to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to our affiliate financial service providers for their use to market their products or services to you;
- to nonaffiliated third party service providers who provide or perform services on our behalf and use the disclosed information only in connection with such services;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to market financial products or services to you;
- to law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoena or court order;
- to lenders, lien holders, judgment creditors, or other parties claiming an interest in title whose claim or interest must be determined, settled, paid, or released prior to closing; and
- other third parties for whom you have given us written authorization to disclose your Personal Information.

We may disclose Personal Information and/or Browsing Information when required by law or in the good-faith belief that such disclosure is necessary to:

- comply with a legal process or applicable laws;
- enforce this Privacy Notice;
- investigate or respond to claims that any material, document, image, graphic, logo, design, audio, video or any other information provided by you violates the rights of a third party; or
- protect the rights, property or personal safety of FNF, its users or the public.

We maintain reasonable safeguards to keep your Personal Information secure. When we provide Personal Information to our affiliates or third party service providers as discussed in this Privacy Notice, we expect that these parties process such information in compliance with our Privacy Notice or in a manner that is in compliance with applicable privacy laws. The use of your information by a business partner may be subject to that party's own Privacy Notice. Unless permitted by law, we do not disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors. You expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings. We cannot and will not be responsible for any breach of security by a third party or for any actions of any third party that receives any of the information that is disclosed to us.

**Choices With Your Information**

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you. The uses of your Personal Information and/or Browsing Information that, by law, you cannot limit, include:

- for our everyday business purposes – to process your transactions, maintain your account(s), to respond to law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders, or report to credit bureaus;
- for our own marketing purposes;
- for joint marketing with financial companies; and
- for our affiliates' everyday business purposes – information about your transactions and experiences.

You may choose to prevent FNF from disclosing or using your Personal Information and/or Browsing Information under the following circumstances ("opt-out"): 

- for our affiliates' everyday business purposes – information about your creditworthiness; and
- for our affiliates to market to you.

To the extent permitted above, you may opt-out of disclosure or use of your Personal Information and Browsing Information by notifying us by one of the methods at the end of this Privacy Notice. We do not share your personal information with non-affiliates for their direct marketing purposes.
For California Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties, except as permitted by California law. Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties, except as permitted by Vermont law, such as to process your transactions or to maintain your account. In addition, we will not share information about your creditworthiness with our affiliates except with your authorization. For joint marketing in Vermont, we will only disclose your name, contact information and information about your transactions.

Information From Children
The Website is meant for adults and is not intended or designed to attract children under the age of thirteen (13). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian. By using the Website, you affirm that you are over the age of 13 and will abide by the terms of this Privacy Notice.

Privacy Outside the Website
The Website may contain links to other websites. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites.

International Users
FNF’s headquarters is located within the United States. If you reside outside the United States or are a citizen of the European Union, please note that we may transfer your Personal Information and/or Browsing Information outside of your country of residence or the European Union for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection and transfer of such information in accordance with this Privacy Notice.

The California Online Privacy Protection Act
For some FNF websites, such as the Customer CareNet ("CCN"), FNF is acting as a third party service provider to a mortgage loan servicer. In those instances, we may collect certain information on behalf of that mortgage loan servicer via the website. The information which we may collect on behalf of the mortgage loan servicer is as follows:
• first and last name;
• property address;
• user name and password;
• loan number;
• social security number - masked upon entry;
• email address;
• three security questions and answers; and
• IP address.

The information you submit through the website is then transferred to your mortgage loan servicer by way of CCN.

The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through this website. For example, if you believe that your payment or user information is incorrect, you must contact your mortgage loan servicer.

CCN does not share consumer information with third parties, other than (1) those with which the mortgage loan servicer has contracted to interface with the CCN application, or (2) law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders. All sections of this Privacy Notice apply to your interaction with CCN, except for the sections titled "Choices With Your Information" and "Access and Correction." If you have questions regarding the choices you have with regard to your personal information or how to access or correct your personal information, you should contact your mortgage loan servicer.
Your Consent To This Privacy Notice
By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information by us in compliance with this Privacy Notice. Amendments to the Privacy Notice will be posted on the Website. Each time you provide information to us, or we receive information about you, following any amendment of this Privacy Notice will signify your assent to and acceptance of its revised terms for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you submit to us in any manner that we may choose without notice or compensation to you.

Accessing and Correcting Information: Contact Us
If you have questions, would like to access or correct your Personal Information, or want to opt-out of information sharing with our affiliates for their marketing purposes, please send your requests to privacy@fnf.com or by mail or phone to:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer
(888) 934-3354
CAMPANILE ON COMMERCE
TDHCA # 18306

Tab 13
Multi Site Info
NOT APPLICABLE
# Multiple Site Information Form

This exhibit is required if a development site is assembled by aggregating noncontiguous tracts conveyed by one contract, or tracts conveyed by more than one contract whether contiguous or not. For each contract, list the address, legal description and acreage of each tract. The sum of the acreages must equal or exceed the acreage of the corresponding site plan(s) before dedications and other foreseeable reductions. Provide a reconciliation of any discrepancy (dedications, takings, reserves for other uses, etc.).

Behind this form, provide a plat of the acquisitions that correspond to each distinct development site. The plat should state the dimensions of each tract and identify the address, legal description and acreage. If the development site boundaries do not match the boundaries of the platted acquisitions, provide an overlay plat of the development site.

<table>
<thead>
<tr>
<th>1</th>
<th>Contract Number</th>
<th>Census Tract</th>
<th>Acreage</th>
<th>Date of Sale</th>
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<tbody>
<tr>
<td></td>
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</table>

Street Address | City
---|---

Contact Name for Seller | Name of Seller Entity
Only list if owner has owned <36 mos.

Contact Name for Previous Seller | Name of Previous Seller Entity
Only list if owner has owned <36 mos.

Seller Address | City | State | Zip
---|---|---|---

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

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<tr>
<th>2</th>
<th>Contract Number</th>
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Street Address | City
---|---

Contact Name for Seller | Name of Seller Entity
Only list if owner has owned <36 mos.

Contact Name for Previous Seller | Name of Previous Seller Entity
Only list if owner has owned <36 mos.

Seller Address | City | State | Zip
---|---|---|---

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.

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<tr>
<td>c.</td>
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If a revised form is submitted, date of submission: __________________________
<table>
<thead>
<tr>
<th>Contract Number</th>
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<tr>
<td>Contact Name for Seller</td>
<td>Name of Seller Entity</td>
<td></td>
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<tr>
<td>Only list if owner has owned &lt;36 mos.</td>
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<td>c. Address</td>
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**Not Applicable**

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

If a revised form is submitted, date of submission: | | |
<table>
<thead>
<tr>
<th>Contract Number</th>
<th>Census Tract</th>
<th>Acreage</th>
<th>Date of Sale</th>
<th>City</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Address</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contact Name for Seller</td>
<td>Name of Seller Entity</td>
<td></td>
<td></td>
<td></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>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contact Name for Previous Seller</td>
<td>Name of Previous Seller Entity</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Seller Address</td>
<td>City</td>
<td>State</td>
<td>Zip</td>
<td></td>
</tr>
</tbody>
</table>

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

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

If yes above, describe relationship: 

If a revised form is submitted, date of submission: 

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

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

(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.)

(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.)

(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.)
CAMPANILE ON COMMERCE
TDHCA # 18306

Tab 14
Elected Officials
Elected officials were identified in the *Pre-Application*, and there have been no changes. (If box above is checked, these forms may be left *BLANK*.)

Please identify all elected officials which represent the Development Site.

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

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

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

<table>
<thead>
<tr>
<th>Support Letter</th>
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<table>
<thead>
<tr>
<th>City Mayor</th>
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<table>
<thead>
<tr>
<th>School Superintendent</th>
<th>District Name</th>
<th>Email</th>
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<tr>
<td></td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Address</th>
<th>City</th>
<th>Zip</th>
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<td></td>
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<table>
<thead>
<tr>
<th>Presiding officer of Board of Trustees</th>
<th>Email</th>
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<tbody>
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<table>
<thead>
<tr>
<th>Address</th>
<th>City</th>
<th>Zip</th>
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</table>

** While Applicants are not required to notify US Representatives, the Department is required to notify them. Therefore, Applicant must identify the appropriate US Representative of the district containing the Development.
<table>
<thead>
<tr>
<th>District/Precinct</th>
<th>Email or Phone</th>
</tr>
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<tbody>
<tr>
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<td></td>
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<tr>
<td>Not Applicable</td>
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</tr>
<tr>
<td>District/Precinct</td>
<td>Email or Phone</td>
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</tbody>
</table>

**NOT APPLICABLE**
CAMPANILE ON COMMERCE
TDHCA # 18306

Tab 15
Neighborhood Orgs.
Identify all Neighborhood Organizations on record with the county or Texas Secretary of State as of the beginning of the Application Acceptance Period whose boundaries include the Development Site.

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

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

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

6. Neighborhood Organizations (Continued)

7. Neighborhood Organizations (Continued)

8. Neighborhood Organizations (Continued)

9. Neighborhood Organizations (Continued)

10. Neighborhood Organizations (Continued)

11. Neighborhood Organizations (Continued)

NOT APPLICABLE
CAMPANILE ON COMMERCE
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Tab 16
Cert of Notifications
CERTIFICATION OF NOTIFICATIONS (ALL PROGRAMS)

Pursuant to §10.203 of the Uniform Multifamily Rules, evidence of notifications includes this sworn affidavit, and the Elected Officials and Neighborhood Organizations Forms. All Applicants, or persons with signing authority, must complete Part 1 or Part 2 below:

Part 1. **Notifications made at Pre-Application (Competitive HTC only):**

I (We) certify that the pre-application included evidence of these notifications pursuant to §10.203 of the Uniform Multifamily Rules, the pre-application met all threshold requirements, and no additional notifications were required with this full application.

**Re-notifications made at Application (Competitive HTC only):**

The pre-application for this full Application met all threshold requirements, but all required entities were re-notified as required by §10.203 of the Uniform Multifamily Rules. As applicable, all changes in the Application have been made on the Elected Officials and/or Neighborhood Organizations Form(s).

**Notifications made at Application:**

No pre-application was submitted, and all required entities were notified as required by §10.203 of the Uniform Multifamily Rules.

Part 2. **Notifications - Form and Content:**

**X** I (we) certify that the notifications are not older than 3 months from the first day of the Application Acceptance Period for Competitive HTC Applications and not older than three (3) months prior to the date Parts 5 and 6 of the Application are submitted for Tax Exempt Bond Developments, and not older than three (3) months prior to the date the Application is submitted for all other Applications.

**X** I (we) certify that the notifications do not contain any false or misleading statements. Without limiting the generality of the foregoing, the notification does not create the impression that the proposed Development will serve a Target Population exclusively or as a preference without such targeting or preference being documented in the Application and is or will be in full compliance with all applicable state and federal laws, including state and federal fair housing laws.

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

**X** I (We) certify that, in addition to all of the required neighborhood organizations, the following entities were notified in accordance with §10.203 of the Multifamily Uniform Rules. The notifications were in the format provided in the Application Notification Template. All of the following entities were notified and are correctly listed on the Elected Officials Form and Neighborhood Organizations Form:

- Superintendent of the school district containing the Development;
- Presiding officer of the board of trustees of the school district containing the Development;
- Mayor of any municipality containing the Development;
- All elected members of the Governing Body of any municipality containing the Development;
- Presiding officer of the Governing Body of the county containing the Development;
- All elected members of the Governing Body of the county containing the Development;
- State senator of the district containing the Development; and
- State representative of the district containing the Development.

**X** While not required to be submitted in this Application, I have kept evidence of all notifications made and this evidence may be requested by the Department at any time during the Application review.

Part 3. **No Neighborhood Organizations exist (Competitive HTC only):**

**X** I (We) certify that no Neighborhood Organizations exist for which this Application would be eligible to receive points under §1.9(d)(4) of the QAP or for which notification is required.

Part 4. **Certification:**

By: [Signature of Applicant/Development Owner]

Date: 2/20/18

Les Kilday

Printed Name

Notarize on next page
CERTIFICATION OF NOTIFICATIONS (continued)

Texas  
Notary Public, State of  
HARRIS  
County of  

2/8/2019  
My Commission expires  

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

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

Notary Public Signature
CAMPANILE ON COMMERCE

TDHCA # 18306

Tab 17
Dev. Narr.
Development Narrative

1. **The proposed Development is:** *(Check all that apply)*

   - New Construction
   - and/or:
   - (adaptive reuse select New Construction here and adaptive reuse in next box)

   Previous TDHCA #   n/a   If Acquisition/Rehab or Rehab, original construction year:
   If Reconstruction,  Units Demolished   Units Reconstructed
   If Adaptive Reuse, Additional Phase, or Scattered Site, include detailed information in the Narrative (4.) below.

2. **The Target Population will be:**

   - Elderly Limitation

   Applicants seeking to be scored as Supportive Housing **must** select Supportive Housing as the population.
   §10.3(46) If Elderly Preference is selected, complete the statement below and submit supporting documentation behind this tab.

   Elderly Preference is based on funding from:

3. **Staff Determinations regarding definitions of development activity obtained?**

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

4. **Narrative**

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

   120 unit senior development comprised of 72 one bedroom/one bath units and 48 two bedroom/two bath units. 105 of the units will be rent/income restricted. 15 units will be market rate. Units will be in a three-story elevator served building. There will be a office/clubhouse/community center for resident gatherings, activities, seminars, dining, fitness and business services. The site is close to many conveniences (shopping, food, medical, recreation, etc.). There will be a dedicated van to serve residents (outing, appointments, shopping, etc.). Beautiful landscaped grounds with pool will also be included.

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

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

<table>
<thead>
<tr>
<th>Department Funds applying for with this Application</th>
<th>Requested Amount</th>
<th>If funds will be in the form of a Direct Loan by the Department or for Private Activity Bonds, the terms will be:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Interest Rate (%)</td>
</tr>
<tr>
<td>Multifamily Direct Loan: Const. to Perm. (Repayable)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Multifamily Direct Loan: Construction Only (Repayable)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Multifamily Direct Loan: Const. to Perm. (Soft Repayable)</td>
<td></td>
<td>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>

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:
CAMPANILE ON COMMERCE
TDHCA # 18306

Tab 18
Development Activities I
Development Activities

1. **Common Amenities (ALL Multifamily Applications §10.101(b)(5))**
   - # of Units must qualify for Points
     - Development will provide sufficient common amenities to qualify for the number of points indicated above, pursuant to §10.101(b)(5) of the Uniform Multifamily Rules. Applications for scattered site developments should refer to §10.101(b)(5)(B) of the Uniform Multifamily Rules.

2. **Unit Requirements (ALL Multifamily Applications §10.101(b)(6)(A) and (B))**
   - **A. Unit Sizes**
     - Development is New Construction or Reconstruction and will meet the minimum Unit Size requirements:
     - | Bedroom Size | 0 | 1 | 2 | 3 | 4 |
     - | Square Footage | 500 | 600 | 800 | 1,000 | 1,200 |
   - **OR:**
     - Development is proposing Rehabilitation (excluding Reconstruction) or Supportive Housing, and does not adhere to the size requirements above.
   - **B. Unit Amenities (For Competitive HTC Applications, see Tab 19 for Unit and Development Features)**
     - Application is a Tax Exempt Bond Development and will meet a minimum of seven (7) points as outlined in §10.101(b)(6)(B) of the Uniform Multifamily Rules.
     - Application is HOME only or other Department Direct Loan and will meet a minimum of four (4) points as outlined in §10.101(b)(6)(B) of the Uniform Multifamily Rules.
     - ****Rehabilitation Developments will start with a base score of three (3) points and Supportive Housing Developments will start with a base score of five (5) points.**

3. **Tenant Supportive Services (For Competitive HTC Applications and Direct Loan Applications seeking to qualify for points under §13.6, see Tab 19 for Tenant Services elections)**
   - Application is a Tax Exempt Bond Development and will meet a minimum of eight (8) points as outlined in §10.101(b)(7) of the Uniform Multifamily Rules.
   - Application is only requesting Direct Loan funds and will meet a minimum four (4) points as outlined in §10.101(b)(7) of the Uniform Multifamily Rules.

4. **Development Accessibility Requirements (ALL Multifamily Applications)**
   - Development will meet all specifications and accessibility requirements reflected in the Certification of Development Owner form pursuant to §10.101(b)(8) of the Uniform Multifamily Rules.
     - All Units accessed by the ground floor or by elevator (“affected units”) comply with the visitability requirements in clauses (i) – (iii) of 10 TAC §10.101(b)(8)(B).
   - 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).
CAMPANILE ON COMMERC E
TDHCA # 18306

Tab 19
Development Activities II
1. **Size and Quality of Units (Competitive HTC Applications only) [§11.9(b)]**

- Development is Rehabilitation and either Supportive Housing or USDA financed OR meets the minimum size requirements identified below:
  - Points claimed: 8

<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>

- Specific amenities and quality features will be provided in every Unit at no extra charge to the tenant; Development will maintain the points selected and associated with those amenities as outlined in §10.101(b)(6)(B) of the Uniform Multifamily Rules.*
  - Points claimed: 7

* Direct Loan applicants proposing new construction or rehabilitation should be prepared to comply with requirements of the newly published Federal rule at 81 FR 92626, which requires installation of broadband infrastructure at the time of new construction or substantial rehabilitation of multifamily rental housing that is funded or supported by HUD.

2. **Rent Levels of Tenants and Tiebreaker (Direct Loan Applications only) [§13.6(e) and (f)]**

- At least 20 percent of all low-income Units at 30% or less of AMGI*
  - Direct Loan Points: 0

- At least 10 percent of all low-income Units at 30% or less of AMGI or, for a Development located in a Rural Area, 7.5 percent of all low-income Units at 30% or less of AMGI*
  - Direct Loan Points: 0

- At least 5 percent of all low-income Units at 30% or less of AMGI*
  - Direct Loan Points: 0

In the event of a tie with another application or applications, this percentage of 30% AMGI MFDL units within the Development would be converted to be available to households at 15% AMGI.

* Applicants electing to restrict units at 30% AMGI for Competitive HTC purposes may not count those units for point scoring under §13.6(e).

However, 50% AMGI and 60% AMGI units that are layered with 30% AMGI units for Direct Loan purposes may count for point scoring under §13.6(e). Points claimed here will not appear on the Self Score tab.

3. **Income Levels of Tenants (Competitive HTC Applications only) [§11.9(c)(1)]**

- Total Number of Units at 50% or less of AMGI
  - 53

- Number of 30% Units used to score points under §11.9(c)(2)*
  - 11

- Number of 30% Units used under §11.4(c)(3)(D) regarding an Increase in Eligible Basis (30% boost)
  - 42

- Percentage used for calculation of eligible points under §11.9(c)(1)
  - 40.00%

Mark only one box below:

- Development is located in a Non-Rural Area of the Dallas, Fort Worth, Houston, San Antonio or Austin MSA; or
  - Points Claimed: 16

- Developments proposed in all other areas.

* Applicants electing the 30% boost for additional 30% units are advised to ensure the units used to support the boost are not included in the units needed to achieve the Application’s scoring elections.

4. **Rent Levels of Tenants (Competitive HTC Applications only) [§11.9(c)(2)]**

Mark only one box below:

- At least 20% (less Units used for eligibility for boost) of all low-income Units are restricted at 30% or less of AMGI; development is Supportive Housing proposed by a Qualified Nonprofit Organization.
  - Points Claimed: 11

- Development is urban and at least 10% (less Units used for eligibility for boost) of all low-income Units are restricted at 30% or less of AMGI: or

- Development is located in a Rural Area and 7.5% (less Units used for eligibility for boost) of all low-income Units are restricted at 30% or less of AMGI: or

- At least 5% of all low-income Units at 30% or less of AMGI
  - Points Claimed: 0

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
  - Points: 0

- All other Developments.
  - Points: 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.

Points Claimed: 10

6. **Tenant Populations with Special Housing Needs (Competitive HTC, MF DL, and Section 811 Applications) [§11.9(c)(7); §13.6(6)]**

Applicants scoring points under the Section 811 PRA program should pay close attention to the URA requirements included in Tab 21, Davis Bacon requirements under TAB 44 and the environmental clearance requirements included in Tab 47.

If pursuing these points, Applicants must try to score first with subparagraph (A) and then subparagraph (B). Only if an Applicant or Affiliate cannot meet the requirements of subparagraphs (A) or (B) may an Application qualify for points under subparagraph (C). Select only one scoring scenario below:

A ✗ Applicant or Affiliate Owns or Controls an Existing Development that is included on the List of Eligible Existing Developments for Participation in the Section 811 PRA Program (See 10 TAC §8.3 and 10 TAC 8.4)

- Attached behind this tab is the executed Certification for Section 811 PRA Program Participation.

  Points Claimed: 2

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:

  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  

    (please explain)

  Points Claimed: 0

Application is seeking points for Tenant Populations. Points Claimed: 2
7. **Pre-Application Participation (Competitive HTC Applications only) [§11.9(e)(3)]**

- Development is requesting Pre-Application Points.  

8. **Extended Affordability (Competitive HTC Applications only) [§11.9(e)(5)]**

- Development will maintain a 35 year Affordability Period.  

9. **Historic Preservation (Competitive HTC Applications only) [§11.9(e)(6)]**

- Application requests points for Historic Preservation.
- Application contains a letter from the Texas Historical Commission (THC) determining preliminary eligibility for federal or state historic (rehabilitation) tax credits.
- Application includes documentation from the Texas Historical Commission that the property is currently a Certified Historic Structure or determining preliminary eligibility for status as a Certified Historic Structure.
- At least 75% of the residential units will be within the Certified Historic Structure.
- Attached behind this tab are the THC letter and other documentation described above.
- Application is eligible for five (5) points.

10. **Right of First Refusal (Competitive HTC Applications only) [§11.9(e)(7)]**

- Development Owner agrees to provide a Right of First Refusal to purchase the Development upon or following the end of the Compliance Period.

11. **Funding Request Amount (Competitive HTC Applications only) [§11.9(e)(8)]**

- Application reflects funding request for no more than 100% of the amount available in the subregion or set-aside as of 12/5/2017.
Section 811 Project Rental Assistance Program “PRA” Certification

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

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

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

I (We) hereby make application to the TDHCA to participate in the Section 811 PRA Program. The undersigned hereby acknowledges that an award by the TDHCA does not warrant that the Existing Property or the Development is deemed qualified to participate in the Section 811 PRA Program. I (We) agree that the TDHCA or any of its directors, officers, employees, and agents will not be held responsible or liable for any representations made to the undersigned or its investors relating to the Section 811 PRA Program; therefore, I (We) assume the risk of all damages, losses, costs, expenses, and liabilities of any nature directly or indirectly, related thereto and agree to indemnify and save harmless the TDHCA and any of its officers, employees, and agents against any and all claims, suits, losses, damages, costs, and expenses of any kind and of any nature that the TDHCA may hereinafter suffer, incur, or pay arising out of or relating to the TDHCA’s acceptance, consideration, approval or disapproval of this request and the issuance or non-issuance of a RAC or 811 PRA funds herewith.

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

I (We) acknowledge all representations, undertakings, and commitments made by Applicant in the application process for a Development, whether with respect to eligibility criteria, selection criteria or otherwise, shall be deemed to be a condition to any Commitment or Contract for such
Development, the violation of which shall be cause for cancellation of such Commitment or Contract by the TDHCA and if concerning the ongoing features or operation of the Development, shall be enforceable by the TDHCA and the tenants of the Development, including enforcement by administrative penalties for failure to perform, in accordance with the LURA. The obligation to sign an Owner Participation Agreement is binding. I (We) must sign an Owner Participation Agreement if the Development receives an award and is requested to do so by the Department.

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

Further, I (We) hereby assert that I (We) have read and understand all the information contained in the Application. By signing this document, I (We) affirm that all statements made in this government document are true and correct under penalty of Chapter 37 of the Texas Penal Code titled Perjury and Other Falsification and subject to criminal penalties as defined by the State of Texas. TEX. PENAL CODE ANN. §37.01 et seq. (Vernon 2011).

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

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

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

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

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

If, after receiving a public subsidy (including Section 811 PRA Program funds), I (We) are convicted of a violation under 8 U.S.C Section 1324a(f), I (We) shall repay the amount of the public subsidy with interest, at the rate and according to the other terms provided by an agreement under Tex. Government Code §2264.053, not later than the 120th day after the date TDHCA notifies the Applicant of the violation.

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

**Property Condition Standards Certification**

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

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

**Federal Cross-Cutting Certifications**

**Lead Based Paint**

I (We) certify that documentation of compliance with 24 CFR Part 35 (Lead Safe Housing Rule), including but not limited to the documentation reflected in the following clauses, will be maintained in project files. I (We) understand that standard forms are available in the Federal Register, as indicated by the sources noted below.

Applicability Form 24 CFR §35.115 – A copy of a statement indicating that the property is covered by or exempt from the Lead Safe Housing Rule.
a. If the property is exempt, the file should include the reason for the exemption and no further documentation is required.

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

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

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

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

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

**Environmental**

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

I (We) certify that I (We) have read and understand the requirements of the HUD Section 811 PRA Cooperative Agreement, § PRA.215 and § PRA.216.

**Displacement of Existing Tenants**

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

**Davis Bacon**

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

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

Procurement of Recovered Materials

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

Housing Standards for Assisted Units

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

Eligibility and Threshold Certification

On behalf of the Applicant and all affiliates of the Applicant, I (We) hereby certify that the Applicant is familiar with the provisions and requirements of the Section 811 PRA Program for which I (We) am applying.

I (We) understand that housing units occupied by eligible tenants participating in the program must be affordable to Extremely Low-Income persons. I (We) understand that mixed income rental Developments may only apply PRA to units that meet 811 program affordability standards. I (We) understand that all Applications must adhere to the TDHCA’s Integrated Housing Rule at 10 TAC §1.15 and Exhibit 5 of the Section 811 PRA Cooperative Agreement § PRA.305. Additionally, I (We) certify that the units identified for 811 PRA assistance will be dispersed throughout the property and must not be segregated to one area of a building or Development.

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

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

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

2. obtaining and verifying income through the use of Enterprise Income Verification (EIV), pursuant to 24 C.F.R. 5.233(a)(2). Applicant or their designated property management staff shall refer to HUD Handbook 4350.3 REV-1, Chapter 3-30 for further guidance;
(3) obtaining and verifying information related to income eligibility of Eligible Families in Assisted Units in accordance with 24 CFR Part 5, subpart F. Applicant or their designated property management staff shall refer to HUD Handbook 4350.3 REV-1, Chapter 3-30 for further guidance;

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

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

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

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

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

I (We) certify that no Section 811 PRA Program funds will be attached to units receiving any other form of federal or state housing operating assistance or units that have received any form of long-term operating housing subsidy within a six-month period prior to receiving PRA funds. I (We) additionally certify that 811 PRA subsidy funds will not be attached to any unit that is currently a 30% AMI rent and income restricted unit or any unit that is currently operating with an existing use restriction or contractual obligation to serve persons with disabilities or persons 62 and older.
I (We) understand that funding through the full, initial 20 year term of a RAC contract to provide 811 PRA assistance will be conditional based upon available appropriations during each 5 year renewal cycle and may be moved or dissolved by TDHCA at any time. Additionally, I (We) understand that the total number of assisted units, and their number of bedrooms maybe adjusted at anytime by TDHCA for a maximum number of units committed in the Section 811 PRA Owner Participation Agreement.

**Management Practices Certification**

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

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

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

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

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

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

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

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

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

I (We) certify that the Applicant or the designated Property Management staff shall comply with the Overcrowded and Under Occupied Unit requirements set by TDHCA in the Participant Selection Plan TDHCA maintains for HUD (and which is available on the TDHCA website) and will ensure that Section 811 tenants are not over or under housed according to those requirements.

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

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

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

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

I (We) certify that Development staff has the capacity and agrees to participate in the Tenant Rental Assistance Certification System for Section 811 PRA tenants. I (We) certify that if TDHCA procures a third party for one or more duties of the 811 PRA program, the Development will respond and comply with that third party in all ways as required of their obligations to TDHCA.
I (We) certify that the Development will obtain and maintain any information technology systems required of the PRA Program will be utilized at the Development at no expense to the TDHCA.

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

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

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

By: ____________________________
    Signature of Authorized Representative

______________________________
    Printed Name

______________________________
    Title

______________________________
    Date

The State of Texas


COUNTY OF __________________________

Before me, a notary public, on this day personally appeared __________________________, known to me to be the person whose name is subscribed to the foregoing document and being by me first duly sworn, declared and certify that the statements therein contained are true and correct. GIVEN UNDER MY HAND AND SEAL OF OFFICE this __________ day of __________________________

______________________________ (Seal)

Notary Public Signature

Phyllis McGuyer Sefeldt
My Commission Expires
02/08/2019
ID No. 2430863

2016 Uniform Multifamily Application Section 811 PRA Certification
CAMPANILE ON COMMERC E
TDHCA # 18306

Tab 20
Existing Dev Info
NOT APPLICABLE
1. **At-Risk Set-Aside (Competitive HTC Applications Only) [§11.5(3)]**

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

   **PART A:** DOCUMENTATION MUST SHOW THAT THE SUBSIDY OR BENEFIT IS FROM ONE OF THE FOLLOWING APPROVED PROGRAMS (mark all that apply):

   - Sections 221(d)(3) and (5), National Housing Act (12 U.S.C. Section 1715l)
   - Section 236, National Housing Act (12 U.S.C. Section 1715z-1)
   - Section 202, Housing Act of 1959 (12 U.S.C. Section 1701q)
   - Section 101, Housing and Urban Development Act of 1965 (12 U.S.C. Section 1701s)
   - The Section 8 Additional Assistance Program for housing developments with HUD-Insured and HUD-Held Mortgages administered by the U.S. Department of Housing and Urban Development as specified in 24 CFR Part 886, Subpart A.
   - The Section 8 Housing Assistance Program for the Disposition of HUD-Owned Projects administered by the U.S. Department of Housing and Urban Development as specified by 24 CFR Part 886, Subpart C.
   - Sections 514, 515, and 516, Housing Act of 1949 (42 U.S.C. Sections 1484, 1485 and 1486)
   - Section 42, of the Internal Revenue Code of 1986 (26 U.S.C. Section 42)

   **IN ADDITION, THE SUBSIDY OR BENEFIT IS SUBJECT TO THE FOLLOWING CONDITIONS** (mark all that apply):

   - The stipulation to maintain affordability for the subsidy is nearing expiration (i.e. expiration will occur within 2 (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
Applications proposing the demolition and Reconstruction of Units will be considered New Construction.

2. **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? **Yes/No**

   Was the building occupied at any time during the last ten years? **Yes/No**

   Was the building occupied or suitable for occupancy at the time of purchase? **Yes/No**

   Will the acquisition meet the requirements of §42(d)(2)(B)(ii) relating to the 10-year placed in service rule? **Yes/No**

   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)? **Yes/No**

   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?

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

<table>
<thead>
<tr>
<th>Identification or address(es) of Building(s) under Owner’s Control</th>
<th>Type of Control (Ownership, Option, Purchase Contract)</th>
<th>Expiration Date</th>
<th># of Units</th>
<th>Acquisition Cost of Building</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

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

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

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

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

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

3. Lead Based Paint (Direct Loan Applications Only)

Development constructed before January 1, 1978

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

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

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

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

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

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

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

- [ ] The property has no bedrooms.

- [ ] The property is currently vacant and will remain vacant until demolition.
CAMPANILE ON COMMERCE
TDHCA # 18306

Tab 21
Occupied Devs
NOT APPLICABLE
Occupied Developments

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

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

AND

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

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

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

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

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

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

- Identification of any business, nonprofit organization, or farm on the site (that is not owned or controlled by the Seller);
- Dated General Information Notice(s) given to current occupants (other than owner occupied structures) including verification of tenant receipt;
- Dated Voluntary Acquisition Notice 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.

<table>
<thead>
<tr>
<th>Signature of Applicant</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Printed Name</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Date</th>
</tr>
</thead>
</table>
CAMPANILE ON COMMERC E
TDHCA # 18306

Tab 22
Architectural Drawings
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)
CAMPANILE ON COMMERCE

A Seniors Community

MUCASEY & Associates

Architects

4808 Gibson, Suite 200
Houston, Texas 77007
Tel. (713) 521-1233
Fax (713) 520-1904
Job No. 1818
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Campanile on Commerce

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Site Plan
Color Elevation
Amenity Center Floor Plan
Unit "A1" Floor Plan
Unit "A2" Floor Plan
Unit "A3 H.C." Floor Plan
Unit "B1" Floor Plan
Unit "B2" Floor Plan
Unit "B3 H.C." Floor Plan
Building Plans
Exterior Elevations
Cabana Plan & Elevations
**Project Summary**

### Apartments:

<table>
<thead>
<tr>
<th>Type</th>
<th>Description</th>
<th>Qty</th>
<th>Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>A1</td>
<td>One Bedroom, 1 Bath</td>
<td>33</td>
<td>700 s.f.</td>
</tr>
<tr>
<td>A2</td>
<td>One Bedroom, 1 Bath</td>
<td>35</td>
<td>777 s.f.</td>
</tr>
<tr>
<td>A3</td>
<td>One Bedroom, 1 Bath (HC)</td>
<td>4</td>
<td>777 s.f.</td>
</tr>
</tbody>
</table>

**Total One Bedroom Units:** 72 Units

| B1   | Two Bedroom, 2 Bath          | 21  | 943 s.f. |
| B2   | Two Bedroom, 2 Bath          | 24  | 1,014 s.f. |
| B3   | Two Bedroom, 2 Bath (H.C.)   | 3   | 1,014 s.f. |

**Total Two Bedroom Units:** 48 Units

**Apartments Net Rentable Total:** 120 Units 100,584 s.f.

- Cabana: 834 s.f.
- Amenity Center: 6,753 s.f.
- Amenity Patio: 94 s.f.
- Apartment Patio / Balcony: 6,846 s.f.
- Total Breezeway & Stairs: 24,835 s.f.
- Other Support Areas: 5,147 s.f.

**Project Total:** 145,093 s.f.

### Parking:

- Parking required: 120 Units @ .75 cars/unit = 90 + 5 (1 car/employee) = 95 cars

**Parking Provided:**

- Open Parking (secured): 126 cars
- Amenity Parking (non-secured): 8 cars

**Total Parking Provided:** 134 cars

**Building Matrix:**

<table>
<thead>
<tr>
<th>Bldg. Type 1a (Bldg. #1)</th>
<th>Bldg. Type 1b (Bldg. #2)</th>
<th>Bldg. Type 1c (Bldg. #3)</th>
<th>Bldg. Type 1d (Bldg. #4)</th>
<th>Bldg. Type 1e (Bldg. #5)</th>
<th>Bldg. Type 1f (Bldg. #6)</th>
</tr>
</thead>
<tbody>
<tr>
<td>12 A2 units</td>
<td>6 A1 units</td>
<td>6 A1 units</td>
<td>9 A1 units</td>
<td>12 A1 units</td>
<td>6 A2 units</td>
</tr>
<tr>
<td>6 B1 units</td>
<td>2 A2 units</td>
<td>3 B1 units</td>
<td>12 A2 units</td>
<td>3 A2 units</td>
<td>9 B2 unit</td>
</tr>
<tr>
<td>18 Total units</td>
<td>1 A3 HC units</td>
<td>5 B2 units</td>
<td>3 A3 HC units</td>
<td>6 B1 units</td>
<td>15 Total units</td>
</tr>
<tr>
<td>2 B2 units</td>
<td>1 B3 HC units</td>
<td>6 B1 units</td>
<td>5 B2 units</td>
<td>1 B3 HC unit</td>
<td>15 Total units</td>
</tr>
<tr>
<td>1 B3 HC unit</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Units:** 33 Total units 27 Total units

### Project Consists of One Contiguous Building
**Project Summary**

**Apartments:**

<table>
<thead>
<tr>
<th>Type</th>
<th>Description</th>
<th>Qty</th>
<th>Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>A1</td>
<td>One Bedroom, 1 Bath</td>
<td>33</td>
<td>700 s.f.</td>
</tr>
<tr>
<td>A2</td>
<td>One Bedroom, 1 Bath</td>
<td>35</td>
<td>777 s.f.</td>
</tr>
<tr>
<td>A3</td>
<td>One Bedroom, 1 Bath (HC)</td>
<td>4</td>
<td>777 s.f.</td>
</tr>
</tbody>
</table>

Total One Bedroom Units: 72 Units

| B1   | Two Bedroom, 2 Bath          | 21  | 943 s.f. |
| B2   | Two Bedroom, 2 Bath          | 24  | 1,014 s.f. |
| B3   | Two Bedroom, 2 Bath (H.C.)   | 3   | 1,014 s.f. |

Total Two Bedroom Units: 48 Units

**Apartments Net Rentable Total:** 120 Units, 100,584 s.f.

| Cabana | 834 s.f. |
| Amenity Center | 6,753 s.f. |
| Amenity Patio | 94 s.f. |
| Apartment Patio / Balcony | 6,846 s.f. |
| Total Breezeway & Stairs | 24,835 s.f. |
| Other Support Areas | 5,147 s.f. |

Project Total: 145,093 s.f.

**Parking:**

Parking required: 120 Units @ .75 cars/unit = 90 + 5 (1 car/employee) = 95 cars

**Building Matrix:**

<table>
<thead>
<tr>
<th>Bldg. Type 1a (Bldg. #1)</th>
<th>Bldg. Type 1b (Bldg. #2)</th>
<th>Bldg. Type 1c (Bldg. #3)</th>
<th>Bldg. Type 1d (Bldg. #4)</th>
<th>Bldg. Type 1e (Bldg. #5)</th>
<th>Bldg. Type 1f (Bldg. #6)</th>
</tr>
</thead>
<tbody>
<tr>
<td>12 A2 units</td>
<td>6 A1 units</td>
<td>9 A1 units</td>
<td>12 A1 units</td>
<td>6 A2 units</td>
<td>9 B2 unit</td>
</tr>
<tr>
<td>6 B1 units</td>
<td>2 A2 units</td>
<td>3 B1 units</td>
<td>12 A2 units</td>
<td>3 A2 units</td>
<td></td>
</tr>
<tr>
<td>18 Total units</td>
<td>5 B2 units</td>
<td>3 A3 HC units</td>
<td>6 B1 units</td>
<td>5 B2 units</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2 B2 units</td>
<td>1 B3 HC units</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1 B3 HC unit</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12 Total units</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Parking Provided:**

<table>
<thead>
<tr>
<th>Parking Provided:</th>
<th>Van</th>
<th>H.C.</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Open Parking (secured):</td>
<td>2</td>
<td>9</td>
<td>115</td>
</tr>
<tr>
<td>Amenity Parking (non-secured):</td>
<td>1</td>
<td>0</td>
<td>7</td>
</tr>
<tr>
<td>Total Parking Provided:</td>
<td>3</td>
<td>9</td>
<td>122</td>
</tr>
</tbody>
</table>

134 cars

Project consists of one contiguous building
Campanile on Commerce
Mucasey & Associates, Architects

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.

AMENITY CENTER - Floor Plan

Campanile on Commerce
Mucasey & Associates, Architects

AMENITY: 6,753 s.f.
AMENITY PORCHES: 94 s.f.

Common Building/Amenity Center Area Table

<table>
<thead>
<tr>
<th>Conditioned Space - Employee Only</th>
<th>Conditioned Space - Tenant Accessible</th>
</tr>
</thead>
<tbody>
<tr>
<td>Manager's Office</td>
<td>Gallery</td>
</tr>
<tr>
<td>209 s.f.</td>
<td>438 s.f.</td>
</tr>
<tr>
<td>Assistant Manager's Office</td>
<td>Leasing</td>
</tr>
<tr>
<td>147 s.f.</td>
<td>848 s.f.</td>
</tr>
<tr>
<td>Hallway</td>
<td>Conference</td>
</tr>
<tr>
<td>180 s.f.</td>
<td>216 s.f.</td>
</tr>
<tr>
<td>Copy/File</td>
<td>Business Center</td>
</tr>
<tr>
<td>174 s.f.</td>
<td>184 s.f.</td>
</tr>
<tr>
<td>Packages</td>
<td>Maintenance</td>
</tr>
<tr>
<td>82 s.f.</td>
<td>23 s.f.</td>
</tr>
<tr>
<td>Junior Closet</td>
<td>Activity</td>
</tr>
<tr>
<td>23 s.f.</td>
<td>469 s.f.</td>
</tr>
<tr>
<td>Maintenance</td>
<td>Hair Salon</td>
</tr>
<tr>
<td>774 s.f.</td>
<td>485 s.f.</td>
</tr>
<tr>
<td>Total A/C - Employee</td>
<td>After Hours Lobby</td>
</tr>
<tr>
<td>1,309 s.f.</td>
<td>254 s.f.</td>
</tr>
<tr>
<td></td>
<td>Fitness</td>
</tr>
<tr>
<td></td>
<td>684 s.f.</td>
</tr>
<tr>
<td></td>
<td>Conference</td>
</tr>
<tr>
<td></td>
<td>216 s.f.</td>
</tr>
<tr>
<td>Unconditioned Space - Tenant Accessible</td>
<td></td>
</tr>
<tr>
<td>Amenities</td>
<td>Business Center</td>
</tr>
<tr>
<td>94 s.f.</td>
<td>184 s.f.</td>
</tr>
</tbody>
</table>

Total A/C - Public: 5,864 s.f.
UNIT 'A1' - One Bedroom, 1 Bath
Campanile on Commerce
Fair Housing Accessible 700 s.f.

Mucasey & Associates, Architects

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
UNIT 'A2' - One Bedroom, 1 Bath

Campanile on Commerce
Mucasey & Associates, Architects

FAIR HOUSING ACCESSIBLE  777 sq ft

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
UNIT 'B2' - Two Bedroom, 2 Bath

Campanile on Commerce
Mucasey & Associates, Architects

MDHA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
FIRST FLOOR PLAN
Campanile on Commerce
Mucasey & Associates, Architects

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
Campanile on Commerce
Mucasey & Associates, Architects

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
ELEVATION 'B'

Campanile on Commerce
Mucasey & Associates, Architects

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.

VENEER: 65% PLASTER VENEER, 35% FIBER CEMENT SIDING
ELEVATION 'D' - Partial

Campanile on Commerce
Mucasey & Associates, Architects

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
ELEVATION 'F'
Campanile on Commerce
Mucasey & Associates, Architects

ELEVATION 'G'
Campanile on Commerce
Mucasey & Associates, Architects

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
CABANA - Floor Plan & Elevations
Campanile on Commerce
Mucasey & Associates, Architects

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.

VENEER:
65% PLASTER VENEER
35% FIBER CEMENT SIDING
ARCHITECT’S ACCESSIBILITY STATEMENT
Project Architect: Mucasey & Associates, Architects

Mucasey & Associates, Architects has prepared this 2018 TDHCA-LIHTC Submittal Package with the following handicap mobility and sight/hearing accessibility features, as calculated in attached TABS:

Mobility Impaired Units:

We have designed mobility impaired units for each bedroom type, including 36” wide doors; push and pull door clearances; accessible routes to all spaces; 60” diameter turning area in all spaces; 34” high counters in kitchens and baths with knee spaces for lavatories, kitchen sinks, and ranges; compliant access spaces to all plumbing fixtures including appropriate grab bars; compliant access spaces to all appliances; and all switches, outlets, telephone/cable, and thermostats within 15-48” a.f.f. throughout the units. We have provided mobility impaired units in 5% of one bedrooms, 5% of two bedrooms, and 5% of three bedrooms (if applies), each individually, instead of the previous year’s requirement of 5% of the aggregate total number of units. We have distributed these units throughout the project, giving immediate access to their parking and project amenities.

Sight/Hearing Impaired Units:

We have designed sight/hearing impaired units for each bedroom type, including strobes, lights, and alarms for smoke and fire alarms, telephones, doorbells, etc. as required. We have provided these units in ground floor or elevator-served floors of Fair Housing Units, and all these units are on an accessible route, with entry door width and push/pull space as required. All outlets, switches, telephone/cable, and thermostats shall be within 15-48” a.f.f. We have provided sight/hearing impaired units in 2% of one bedrooms, 2% of two bedrooms, and 2% of three bedrooms (if applies), each individually, instead of the previous year’s requirement of 2% of the aggregate total number of units. We have distributed these units evenly throughout the project.

Accessible Parking:

We set out to calculate the number of required accessible parking spaces per the TDHCA Tab Form, but could not get it to work. After much discussion with the Department, we made our own form, as the Accessibility Specialist of this project, and based it on two methods—Fair Housing and ADA. We provided the appropriate percentage of each type of parking individually—open spaces (ground level or in parking structure), carports, or garages. We have provided van accessible spaces at the rate of 1 per every 6 accessible spaces. We have located a designated accessible space immediately adjacent to each mobility accessible unit, and to the Amenity Center, and have distributed the rest evenly around the property. In all cases, we located the accessible spaces on a compliant accessible route running through the project, connecting all amenities, the public road, and all mobility impaired units together. All accessible spaces are shown with appropriate sizing, striping for aisle, crosswalks/ramps, and signage. We have provided amounts of each accessible parking type in excess of the required by at least one space.

Mark S. Mucasey, A.I.A
Mucasey & Associates, Architects

2/26/18
Date
## Specifications and Building/Unit Type Configuration

**Specifications and Amenities (check all that apply):**

- Single Family Construction
- SRO Transitional (per §42(i)(3)(B))
- Duplex
- Scattered Site
- Fourplex
- > 4 Units Per Building
- Townhome

- Development will have: x Fire Sprinklers
- x Elevators
- 2 # of Elevators
- 2500 Wt. Capacity

**Number of Parking Spaces (consistent with Architectural Drawings):**

<table>
<thead>
<tr>
<th>Free</th>
<th>Paid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shed or Flat Roof Carport Spaces</td>
<td>Detached Garage Spaces</td>
</tr>
<tr>
<td>Attached Garage Spaces</td>
<td>Uncovered Spaces</td>
</tr>
<tr>
<td>Structured Parking Garage Spaces</td>
<td></td>
</tr>
</tbody>
</table>

**Floor Composition/Wall Height:**

| 100 | % Carpet/Vinyl/Resilient Flooring |
| 9 | Ceiling Height |
| % Ceramic Tile | Upper Floor(s) Ceiling Height (Townhome Only) |
| % Other | Describe: |

---

### Total # of Residential Buildings

<table>
<thead>
<tr>
<th>Unit Type</th>
<th># of Bathrooms</th>
<th>Sq. Ft. Per Unit</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>A1</td>
<td>1</td>
<td>1</td>
<td>700</td>
<td>6 6 9 12</td>
<td>33</td>
</tr>
<tr>
<td>A2</td>
<td>1</td>
<td>1</td>
<td>777</td>
<td>12 2 12 3 6</td>
<td>35</td>
</tr>
<tr>
<td>A3</td>
<td>1</td>
<td>1</td>
<td>777</td>
<td>1 3</td>
<td>4</td>
</tr>
<tr>
<td>B1</td>
<td>2</td>
<td>2</td>
<td>943</td>
<td>6 3 6 6</td>
<td>21</td>
</tr>
<tr>
<td>B2</td>
<td>2</td>
<td>2</td>
<td>1,014</td>
<td>2 5 3 5 9</td>
<td>24</td>
</tr>
<tr>
<td>B3</td>
<td>2</td>
<td>2</td>
<td>1,014</td>
<td>1 1 1</td>
<td>3</td>
</tr>
</tbody>
</table>

**Totals:** 18 12 15 33 27 15 - - - - 120 100,584

---

**Supportive Housing Applicants Only**

- Enter the total development common area from the architect's plans:
  - Ensure that this number matches your architectural drawings.

- The additional square footage allowed for Supportive Housing per 11.9(e)(2) is:
  - 6,000

- The lesser of these two numbers added to NRA:
  - Use this number to figure points under 11.9(e)(2)
  - 100,584

- If a revised form is submitted, date of submission:
# Accessible Mobility Units Calculation

Include this worksheet in the Application (or a signed and certified worksheet provided by your accessibility professional that shows the calculations).

To the maximum extent feasible and subject to reasonable health and safety requirements, accessible units must be:

1. Distributed throughout the Unit types AND the Development; and
2. Made available in a sufficient range of sizes and amenities so that the choice of living arrangements of qualified persons with Disabilities is, as a whole, comparable to that of other persons eligible for housing assistance under the same program.

Multifamily Housing Developments covered by 10 TAC 10.101(b)(8)(A) must have a minimum of 5% of all units in the development set aside for the mobility impaired and an additional 2% must be set aside for the hearing and/or visually impaired.

<table>
<thead>
<tr>
<th>Mobility</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit Description</td>
<td>120</td>
<td>5%</td>
<td>6</td>
<td>6</td>
<td></td>
</tr>
<tr>
<td>A - 1/1</td>
<td>72</td>
<td>5%</td>
<td>3.6</td>
<td>3.6</td>
<td>4</td>
</tr>
<tr>
<td>B - 2/2</td>
<td>48</td>
<td>5%</td>
<td>2.4</td>
<td>2.4</td>
<td>3</td>
</tr>
<tr>
<td>C</td>
<td></td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>D</td>
<td></td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>E</td>
<td></td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>120</td>
<td>6</td>
<td>6</td>
<td>7</td>
<td></td>
</tr>
</tbody>
</table>

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

**EXAMPLE:**

<table>
<thead>
<tr>
<th>Unit Description</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/1 (874sqft &amp; 806)</td>
<td>68</td>
<td>5%</td>
<td>3.4</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>2/2 (950 sqft &amp; 10C)</td>
<td>28</td>
<td>5%</td>
<td>1.4</td>
<td>1.4</td>
<td>1</td>
</tr>
<tr>
<td>3/2 (1120 sqft &amp; 11)</td>
<td>36</td>
<td>5%</td>
<td>1.8</td>
<td>1.8</td>
<td>2</td>
</tr>
<tr>
<td>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><strong>Total</strong></td>
<td>68</td>
<td>3.4</td>
<td>4.2</td>
<td>4</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.

**Signature**

**Date**

**Printed Name**

**Firm Name (If applicable)**
CAMPANILE ON COMMERCE
TDHCA # 18306

Tab 23b
HV Units
# 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><strong>Unit Description</strong></td>
<td><strong>120</strong></td>
<td><strong>2%</strong></td>
<td><strong>2.4</strong></td>
<td><strong>3</strong></td>
<td><strong>3</strong></td>
</tr>
<tr>
<td>A - 1/1</td>
<td>72</td>
<td>2%</td>
<td>1.44</td>
<td>1.44</td>
<td>2</td>
</tr>
<tr>
<td>B - 2/2</td>
<td>48</td>
<td>2%</td>
<td>0.96</td>
<td>1</td>
<td>1</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><strong>Unit Description</strong></td>
<td><strong>68</strong></td>
<td><strong>2%</strong></td>
<td><strong>1.36</strong></td>
<td><strong>2</strong></td>
<td><strong>2</strong></td>
</tr>
<tr>
<td>1/1</td>
<td>28</td>
<td>2%</td>
<td>0.56</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>2/2</td>
<td>36</td>
<td>2%</td>
<td>0.72</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>3/3</td>
<td>4</td>
<td>2%</td>
<td>0.08</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>D</td>
<td></td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>E</td>
<td></td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>68</strong></td>
<td><strong>2.4</strong></td>
<td><strong>2.44</strong></td>
<td><strong>3</strong></td>
<td><strong>3</strong></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: 2/22/18

Printed Name: MARK S. MUCASEY

Firm Name (If applicable): MUCASEY & ASSOCIATES, ARCHITECTS

CAMPAHLE ON COMMERCE
CAMPANILE ON COMMERCE
TDHCA # 18306

Tab 23c
Parking
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>134</th>
<th>Percentage of Total</th>
<th>1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surface lot</td>
<td>134</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Carports</td>
<td>100</td>
<td>0.666666667</td>
<td>0.222222222</td>
</tr>
<tr>
<td>Garages</td>
<td>50</td>
<td>0.111111111</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>Total</td>
<td>134</td>
<td>100</td>
<td>100</td>
</tr>
</tbody>
</table>

**EXAMPLE**

<table>
<thead>
<tr>
<th>Total # of Spaces:</th>
<th>450</th>
<th>Percentage of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surface lot</td>
<td>300</td>
<td>0.666666667</td>
</tr>
<tr>
<td>Carsports</td>
<td>100</td>
<td>0.222222222</td>
</tr>
<tr>
<td>Garages</td>
<td>50</td>
<td>0.111111111</td>
</tr>
<tr>
<td>Facility 4</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Facility 5</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Total</td>
<td>450</td>
<td>100</td>
</tr>
</tbody>
</table>

**Use this chart to figure out accessible parking requirements.**

**chart above must be completed first**

In C32, enter the total number of accessible spaces required

(see Application Webinar, Part 3, from 0:00 - 14:20, or webinar slides starting at slide 136)

In D33, enter the number of units required per accessible Unit in the surface lot

In column F, distribute required van spaces among the different parking facilities

<table>
<thead>
<tr>
<th># Accessible Spaces:</th>
<th>12</th>
<th>Distribution</th>
<th>Van Spaces</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surface lot</td>
<td>12</td>
<td>13</td>
<td>3</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>Total</td>
<td>12</td>
<td>13</td>
<td>3</td>
</tr>
</tbody>
</table>

**EXAMPLE**

<table>
<thead>
<tr>
<th># Accessible Spaces:</th>
<th>16</th>
<th>Distribution</th>
<th>Van Spaces</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surface lot</td>
<td>10.666667</td>
<td>10</td>
<td>1</td>
</tr>
<tr>
<td>Carports</td>
<td>3.5555556</td>
<td>4</td>
<td>1</td>
</tr>
<tr>
<td>Garages</td>
<td>1.7777778</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>Facility 4</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Facility 5</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Total</td>
<td>16</td>
<td>16</td>
<td>3</td>
</tr>
</tbody>
</table>

By signing below, I (WE) certify that the information above meets the requirements in 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.


Signature

___________________________
Firm Name (If applicable)

___________________________
Date
ACCESSIBLE PARKING CALCULATION
Mucasey & Associates, Architects

The accessible parking calculation worksheet in the 2018 Multi-family Uniform Application is not a workable spreadsheet. We have contacted TDHCA and have discussed this with both Ben Sheppard and Michael Podoloff to find a workable formula. Mr. Sheppard recommended not to use the worksheet in the application but to write a description of our method used to calculate accessible parking. Mr. Podoloff recommended the calculation method outlined below.

**H.C. UNIT CALCULATION:**

- 72 ONE BDRM (X) 5% = 4 H.C. ACCESSIBLE UNITS REQUIRED
- 48 TWO BDRM (X) 5% = 3 H.C. ACCESSIBLE UNITS REQUIRED
- THREE BEDRM UNITS (X) 5% = 7 H.C. ACCESSIBLE UNITS
- TOTAL 7 H.C. ACCESSIBLE UNITS

**H.C. PARKING CALCULATION METHODS BASED ON:**

**FHA:**

- 134 TOTAL SPACES (-) 7 H.C. UNITS (-) 1 H.C. SPACE AT AMENITY.
  - = 126 TOTAL SPACES
  - = 126 (X) 2% = 3 ADDITIONAL H.C. SPACES
  - TOTAL H.C. SPACES = 7 H.C. UNIT SPACES (+) 1 AMENITY
  - (+) 3 ADDITIONAL. H.C. SPACES = 11 HIGHER TOTAL RULES.

**ADA:**

- 134 TOTAL SPACES (-) 120 ONE SPACE/TOTAL UNITS (-) 7 H.C. UNITS.
  - = 7 TOTAL SPACES
  - = 7 (X) 2% = 1 ADDITIONAL H.C. SPACES.
  - TOTAL H.C. SPACES = 7 H.C. UNIT SPACES (+) 1 AMENITY
  - (+) 1 ADDITIONAL. H.C. SPACES = 9 HIGHER TOTAL RULES.

**TYPES OF PARKING PROVIDED PER ADA TABLE 208.2:**

<table>
<thead>
<tr>
<th>TYPE</th>
<th>TOTAL PROVIDED</th>
<th>REQUIRED ACCESSIBLE</th>
<th>PROVIDED ACCESSIBLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>SURFACE</td>
<td>134</td>
<td>9  HC  2  VAN</td>
<td>9  HC  3  VAN</td>
</tr>
<tr>
<td>GARAGE</td>
<td></td>
<td>11  HC  VAN</td>
<td>11  HC  VAN</td>
</tr>
<tr>
<td>CARPORT</td>
<td></td>
<td>10  HC  VAN</td>
<td>10  HC  VAN</td>
</tr>
</tbody>
</table>

By signing below, I (WE) certify that the information above meets the requirements in the 2010 ADA Standards for Accessible Design Title III regulations at 28 CFR part 36, subpart D, and the 2004 ADA Accessibility Guidelines at 36 CFR part 1191, appendices B and D. There will be at least one accessible spot per accessible unit located on the closest route to the accessible unit. For every 6 or fraction of 6 accessible spaces required, at least one will be van accessible. Accessible spaces will be dispersed amongst the parking types provided.

By: [Signature]

Mark S. Mucasey
Printed Name

Mucasey & Associates, Architects
Firm Name

February 22, 2018

CAMPANILE ON COMMERCE
CAMPANILE ON COMMERCE
TDHCA # 18306

Tab 24
Rent Schedule
### Rent Schedule

Unit types must be entered from smallest to largest based on "# of Bedrooms" and "Unit Size", then within the same "# of Bedrooms" and "Unit Size" from lowest to highest "Rent Collected/Unit".

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

<table>
<thead>
<tr>
<th>Rent Designations (select from Drop down menu)</th>
<th>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>
<th># of Units</th>
<th># of Bedrooms</th>
<th># of Baths</th>
<th>Unit Size (Net Rentable Sq. Ft.)</th>
<th>Total Net Rentable Sq. Ft.</th>
<th>Program Rent Limit</th>
<th>Tenant Paid Utility Allow.</th>
<th>Rent Collected /Unit</th>
<th>Total Monthly Rent</th>
</tr>
</thead>
<tbody>
<tr>
<td>TC 30%</td>
<td>7</td>
<td>1</td>
<td>1.0</td>
<td>700</td>
<td>4,900</td>
<td>402</td>
<td>62</td>
<td>340</td>
<td>2,380</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TC 50%</td>
<td>12</td>
<td>1</td>
<td>1.0</td>
<td>700</td>
<td>8,400</td>
<td>670</td>
<td>62</td>
<td>608</td>
<td>7,296</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TC 60%</td>
<td>14</td>
<td>1</td>
<td>1.0</td>
<td>700</td>
<td>9,800</td>
<td>670</td>
<td>62</td>
<td>608</td>
<td>8,512</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TC 60%</td>
<td>3</td>
<td>1</td>
<td>1.0</td>
<td>777</td>
<td>2,331</td>
<td>804</td>
<td>62</td>
<td>742</td>
<td>2,226</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TC 60%</td>
<td>27</td>
<td>1</td>
<td>1.0</td>
<td>777</td>
<td>20,979</td>
<td>804</td>
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#### TOTAL NONRENTAL INCOME: $10.00 per unit/month for:

- Provision for Vacancy & Collection Loss
- Rental Concessions

- Provision for Vacancy & Collection Loss % of Potential Gross Income: 7.00% (6,089)
- Rental Concessions (enter as a negative number) Enter as a negative value

- EFFECTIVE GROSS MONTHLY INCOME: 80,896

- EFFECTIVE GROSS ANNUAL INCOME: 970,753

If a revised form is submitted, date of submission:
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### Rent Schedule (Continued)

**National Housing Trust Fund**

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**Direct Loan**

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<td>Direct Loan Total</td>
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**Other**

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**Bedrooms**

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**Cost Schedule**

- **Acquisition + Hard**
  - Cost Per Sq Ft: $117.14
- **HARD**
  - Cost Per Sq Ft: $117.14
- **Building**
  - Cost Per Sq Ft: $77.85

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.
CAMPANILE ON COMMERCE
TDHCA # 18306

Tab 25
Utility Allowance
### 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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If a revised form is submitted, date of submission: 

Other (Describe)
Dear Ms. Sanders:

The Texas Department of Housing and Community Affairs has received a request submitted for a proposed 2018 Housing Tax Credit ("HTC") application, located in Houston, Texas, to calculate the utility allowance using the HUD Utility Schedule Model in accordance with the 10TAC§10.614(k). This allowance is calculated based on the following representations:

1. That the buildings are not HUD-Regulated;
2. That the building(s) are not RHS assisted or have RHS assisted tenants;
3. That the residents are financially responsible for electricity and that the utility is not paid to or through the owner of the building based on an allocation formula or RUBS; and,
4. That the only building type is Apartment/Garden Style (5+ units).

In accordance with Treasury Regulation §1.42-10, the utility allowance for those units occupied by Section 8 voucher holders remains the applicable Public Housing Authority utility allowance established from where the resident receives the assistance.

Please see attached schedule dated February 20, 2018. This allowance can be used for underwriting purposes. If you are successful in obtaining an allocation, to utilize the HUD Utility Schedule Model to establish the initial utility allowance for the Development, the Owner must submit utility allowance documentation for Department approval, at minimum, 90 days prior to the commencement of leasing activities.

If you have any further questions, please contact Carolyn Metzger toll free in Texas at (800) 643-8204, directly at (512) 475-3802, or email: carolyn.metzger@tdhca.state.tx.us.

Sincerely

Carolyn Metzger
Compliance Monitor
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<td>Bottled Gas</td>
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## ANNUAL OPERATING EXPENSES

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<tr>
<td>Leased equipment</td>
<td>$    0</td>
</tr>
<tr>
<td>Postage &amp; office supplies</td>
<td>$ 3,000</td>
</tr>
<tr>
<td>Telephone</td>
<td>$ 3,500</td>
</tr>
<tr>
<td>Other: credit check, answ serv, edu, dues</td>
<td>$ 3,500</td>
</tr>
<tr>
<td>Other</td>
<td>$    0</td>
</tr>
<tr>
<td><strong>Total General &amp; Administrative Expenses:</strong></td>
<td><strong>$ 33,000</strong></td>
</tr>
</tbody>
</table>

### Management Fee

- Percent of Effective Gross Income: 5.00%
- **$ 48,538**

### Payroll, Payroll Tax & Employee Benefits

<table>
<thead>
<tr>
<th>Service</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Management</td>
<td>$115,000</td>
</tr>
<tr>
<td>Maintenance</td>
<td>$ 55,000</td>
</tr>
<tr>
<td>Other: Employee Benefits</td>
<td>$ 15,300</td>
</tr>
<tr>
<td>Other</td>
<td>$    0</td>
</tr>
<tr>
<td><strong>Total Payroll, Payroll Tax &amp; Employee Benefits:</strong></td>
<td><strong>$ 185,300</strong></td>
</tr>
</tbody>
</table>

### Repairs & Maintenance

<table>
<thead>
<tr>
<th>Service</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elevator</td>
<td>$ 20,000</td>
</tr>
<tr>
<td>Exterminating</td>
<td>$  6,000</td>
</tr>
<tr>
<td>Grounds</td>
<td>$ 10,000</td>
</tr>
<tr>
<td>Make-ready</td>
<td>$  8,000</td>
</tr>
<tr>
<td>Repairs</td>
<td>$  7,000</td>
</tr>
<tr>
<td>Pool</td>
<td>$  4,500</td>
</tr>
<tr>
<td>Other: point ad janitorial supplies</td>
<td>$ 10,500</td>
</tr>
<tr>
<td>Other</td>
<td>$    0</td>
</tr>
<tr>
<td><strong>Total Repairs &amp; Maintenance:</strong></td>
<td><strong>$ 66,000</strong></td>
</tr>
</tbody>
</table>

### Utilities (Enter Only Property Paid Expense)

<table>
<thead>
<tr>
<th>Service</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electric</td>
<td>$ 44,200</td>
</tr>
<tr>
<td>Natural gas</td>
<td>$  1,860</td>
</tr>
<tr>
<td>Trash</td>
<td>$ 10,000</td>
</tr>
<tr>
<td>Water/Sewer</td>
<td>$ 41,000</td>
</tr>
<tr>
<td>Other: Other Devs</td>
<td>$    0</td>
</tr>
<tr>
<td>Other</td>
<td>$    0</td>
</tr>
<tr>
<td><strong>Total Utilities:</strong></td>
<td><strong>$ 97,060</strong></td>
</tr>
</tbody>
</table>

### Annual Property Insurance

- Rate per net rentable square foot: $ 0.40
- **$ 40,289**

### Property Taxes

- Published Capitalization Rate: 10.00%
- Source: [http://hcad.org/alerts/2c](http://hcad.org/alerts/2c)
- **$ 83,369**
- **Total Property Taxes:** **$ 83,369**

### Reserve for Replacements

- Annual reserves per unit: $ 250
- **$ 30,000**

### Other Expenses

<table>
<thead>
<tr>
<th>Service</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cable TV</td>
<td>$      0</td>
</tr>
<tr>
<td>Supportive Services (Staffing/Contracted Services)</td>
<td>$  8,000</td>
</tr>
<tr>
<td>TDHCA Compliance fees</td>
<td>$  4,200</td>
</tr>
<tr>
<td>TDHCA Bond Administration Fees (TDHCA as Bond Issuer Only)</td>
<td>$  8,000</td>
</tr>
<tr>
<td>Security</td>
<td>$      0</td>
</tr>
<tr>
<td>Other</td>
<td>$      0</td>
</tr>
<tr>
<td><strong>Total Other Expenses:</strong></td>
<td><strong>$ 20,200</strong></td>
</tr>
</tbody>
</table>

**TOTAL ANNUAL EXPENSES**

<table>
<thead>
<tr>
<th>Service</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expense per unit:</td>
<td>$ 5031</td>
</tr>
<tr>
<td><strong>Expense to Income Ratio:</strong></td>
<td><strong>62.19%</strong></td>
</tr>
<tr>
<td><strong>Net Operating Income (before debt service):</strong></td>
<td><strong>$ 366,996</strong></td>
</tr>
</tbody>
</table>

### Annual Debt Service

- Conventional Loan: **$ 294,218**
- **$ 294,218**

**TOTAL ANNUAL DEBT SERVICE**

- Debt Coverage Ratio: 1.25
- **$ 294,218**

**NET CASH FLOW**

- **$ 72,778**

---

If a revised form is submitted, date of submission: [http://hcad.org/alerts/2c](http://hcad.org/alerts/2c)
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>$1,029,420</td>
<td>$1,050,008</td>
<td>$1,071,009</td>
<td>$1,092,429</td>
<td>$1,114,277</td>
<td>$1,230,252</td>
<td>$1,358,298</td>
</tr>
<tr>
<td>Secondary Income</td>
<td>$14,400</td>
<td>$14,688</td>
<td>$14,982</td>
<td>$15,281</td>
<td>$15,587</td>
<td>$17,209</td>
<td>$19,000</td>
</tr>
<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$1,043,820</td>
<td>$1,064,696</td>
<td>$1,085,990</td>
<td>$1,107,710</td>
<td>$1,129,864</td>
<td>$1,247,462</td>
<td>$1,377,298</td>
</tr>
<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>($73,067)</td>
<td>($74,529)</td>
<td>($76,019)</td>
<td>($77,540)</td>
<td>($79,091)</td>
<td>($87,322)</td>
<td>($96,411)</td>
</tr>
<tr>
<td>Rental Concessions</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>EFFECTIVE GROSS ANNUAL INCOME</td>
<td>$970,753</td>
<td>$990,168</td>
<td>$1,009,971</td>
<td>$1,030,170</td>
<td>$1,050,774</td>
<td>$1,160,139</td>
<td>$1,280,887</td>
</tr>
</tbody>
</table>

### EXPENSES

<p>| | | | | | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>General &amp; Administrative Expenses</td>
<td>$33,000</td>
<td>$33,990</td>
<td>$35,010</td>
<td>$36,060</td>
<td>$37,142</td>
<td>$43,058</td>
<td>$49,915</td>
</tr>
<tr>
<td>Management Fee</td>
<td>$48,538</td>
<td>$49,508</td>
<td>$50,499</td>
<td>$51,509</td>
<td>$52,539</td>
<td>$58,007</td>
<td>$64,044</td>
</tr>
<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$185,300</td>
<td>$190,859</td>
<td>$196,585</td>
<td>$202,482</td>
<td>$208,557</td>
<td>$241,774</td>
<td>$280,283</td>
</tr>
<tr>
<td>Repairs &amp; Maintenance</td>
<td>$66,000</td>
<td>$67,980</td>
<td>$70,019</td>
<td>$72,120</td>
<td>$74,284</td>
<td>$86,115</td>
<td>$99,831</td>
</tr>
<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$46,060</td>
<td>$47,442</td>
<td>$48,865</td>
<td>$50,331</td>
<td>$51,841</td>
<td>$60,098</td>
<td>$69,670</td>
</tr>
<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$51,000</td>
<td>$52,530</td>
<td>$54,106</td>
<td>$55,729</td>
<td>$57,401</td>
<td>$66,543</td>
<td>$77,142</td>
</tr>
<tr>
<td>Annual Property Insurance Premiums</td>
<td>$40,289</td>
<td>$41,498</td>
<td>$42,743</td>
<td>$44,025</td>
<td>$45,346</td>
<td>$52,569</td>
<td>$60,941</td>
</tr>
<tr>
<td>Property Tax</td>
<td>$83,369</td>
<td>$85,871</td>
<td>$88,447</td>
<td>$91,100</td>
<td>$93,833</td>
<td>$108,778</td>
<td>$126,104</td>
</tr>
<tr>
<td>Reserve for Replacements</td>
<td>$30,000</td>
<td>$30,900</td>
<td>$31,827</td>
<td>$32,782</td>
<td>$33,765</td>
<td>$39,143</td>
<td>$45,378</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>$20,200</td>
<td>$20,806</td>
<td>$21,430</td>
<td>$22,073</td>
<td>$22,735</td>
<td>$26,356</td>
<td>$30,554</td>
</tr>
<tr>
<td>TOTAL ANNUAL EXPENSES</td>
<td>$603,757</td>
<td>$621,384</td>
<td>$639,530</td>
<td>$658,211</td>
<td>$677,443</td>
<td>$782,442</td>
<td>$903,863</td>
</tr>
<tr>
<td>NET OPERATING INCOME</td>
<td>$366,996</td>
<td>$368,784</td>
<td>$370,441</td>
<td>$371,959</td>
<td>$373,331</td>
<td>$377,025</td>
<td>$377,025</td>
</tr>
</tbody>
</table>

### DEBT SERVICE

<p>| | | | | | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>First Deed of Trust Annual Loan Payment</td>
<td>$294,218</td>
<td>$294,218</td>
<td>$294,218</td>
<td>$294,218</td>
<td>$294,218</td>
<td>$294,218</td>
<td>$294,218</td>
</tr>
<tr>
<td>Second Deed of Trust Annual Loan Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Third Deed of Trust Annual Loan Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Annual Required Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Annual Required Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ANNUAL NET CASH FLOW</td>
<td>$72,778</td>
<td>$74,566</td>
<td>$76,223</td>
<td>$77,741</td>
<td>$79,113</td>
<td>$83,480</td>
<td>$82,807</td>
</tr>
<tr>
<td>CUMULATIVE NET CASH FLOW</td>
<td>$72,778</td>
<td>$147,344</td>
<td>$223,567</td>
<td>$301,308</td>
<td>$380,421</td>
<td>$786,904</td>
<td>$1,202,619</td>
</tr>
<tr>
<td>Debt Coverage Ratio</td>
<td>1.25</td>
<td>1.25</td>
<td>1.26</td>
<td>1.26</td>
<td>1.27</td>
<td>1.28</td>
<td>1.28</td>
</tr>
<tr>
<td>Other (Describe)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (Describe)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

**Printed Name**

**Date**

**Signature, Authorized Representative, Syndicator**

**Printed Name**

**Date**

If a revised form is submitted, date of submission: ________________
**Off-Site Cost Breakdown**

This form must be submitted with the Development Cost Schedule if the development has offsite costs, whether those costs are included in the budget as a line item, embedded in the acquisition costs, or referenced in utility provider letters. Therefore, the total costs listed on this worksheet may or may not exactly correspond with those off-site costs indicated on the Development Costs Schedule. However, all costs listed here should be able to be justified in another place in the application.

**Column A:** The offsite activity reflected here should correspond to the offsite activity reflected in the Development Cost Schedule or other supporting documentation.

**Columns B and C:** In determining actual construction cost, two different methods may be used:

**Column D:** To arrive at total construction costs in Column D:

**Column E:** Any proposed activity involving the acquisition of real property, easements, rights-of-way, etc., must have the projected costs of this acquisition for the activity.

**Column F:** Engineering/architectural costs must be broken out by the offsite work activity.

**Column G:** Figures for Column G, Total Activity Cost, are obtained by adding together Columns D, E, and F to get the total costs.

---

**ALL contingency must be included in the Contingency line item on the Development Cost Schedule and NOT on this form**

This form must be completed by a professional engineer licensed to practice in the State of Texas. His or her signature and registration seal must be on the form.

<table>
<thead>
<tr>
<th>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>Off-site concrete</td>
<td></td>
<td></td>
<td></td>
<td>$</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Storm drains &amp; devices</td>
<td></td>
<td></td>
<td></td>
<td>$</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Water &amp; fire hydrants</td>
<td></td>
<td></td>
<td></td>
<td>$</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Off-site utilities</td>
<td></td>
<td></td>
<td></td>
<td>$</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Sewer lateral(s)</td>
<td></td>
<td></td>
<td></td>
<td>$</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Off-site paving</td>
<td></td>
<td></td>
<td></td>
<td>$</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Off-site electrical</td>
<td></td>
<td></td>
<td></td>
<td>$</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Lines 35-37 Hidden</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>NOT APPLICABLE</td>
</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:
CAMPANILE ON COMMERCE
TDHCA # 18306

Tab 29
Site Work Cost
# Site Work Cost Breakdown

This form must be submitted with the Development Cost Schedule as justification of Site Work costs.

**Column A:** The Site Work activity reflected here must match the Site Work activity reflected in the Development Cost Schedule.

**Columns B and C:** In determining actual construction cost, two different methods may be used:
- The construction costs may be broken into labor (Column B) and materials (Column C) for the activity; **OR**
- The use of unit price (Column B) and the number of units (Column C) data for the activity.

**Column D:** To arrive at total construction costs in Column D:
- If based on labor and materials, add Column B and Column C together to arrive at total construction costs.
- If based on unit price measures, Column B is multiplied by Column C to arrive at total construction costs.

**Column E:** Any proposed activity involving the acquisition of real property, easements, rights-of-way, etc., must have the projected costs of this acquisition for the activity.

**Column F:** Engineering/architectural costs must be broken out by the Site Work activity.

**Column G:** Figures for Column G, Total Activity Cost, are obtained by adding together Columns D, E, and F to get the total costs.

**This form must be completed by a Third-Party engineer licensed to practice in the State of Texas. His or her signature and registration seal must be on the form.**

*For Site Work costs that exceed $15,000 per Unit and are included in Eligible Basis, a CPA letter allocating which portions of those site costs should be included in Eligible Basis and which ones may be ineligible must be submitted behind this tab.*

<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>Rough grading</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$ 400,167.00</td>
</tr>
<tr>
<td>Fine grading</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$ 45,000.00</td>
</tr>
<tr>
<td>On-site concrete</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$ 506,472.00</td>
</tr>
<tr>
<td>On-site electrical</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$ 139,400.00</td>
</tr>
<tr>
<td>On-site utilities</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$ 457,513.35</td>
</tr>
<tr>
<td>Bumper stops, striping &amp; signs</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$ 41,195.42</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>$ 1,588,748</strong></td>
</tr>
</tbody>
</table>

Signature of Registered Engineer: 
2/28/2018

Printed Name: Bilal Alizai

Date: 2/28/2018

If a revised form is submitted, date of submission: [ ]
CAMPANILE ON COMMERCE
TDHCA # 18306

Tab 30
Development Cost Schedule
### Development Cost Schedule

*This Development Cost Schedule must be consistent with the Summary Sources and Uses of Funds Statement. All Applications must complete the total development cost column and the Tax Payer Identification column. Only HTC applications must complete the Eligible Basis columns and the Requested Credit calculation below.*

#### TOTAL DEVELOPMENT SUMMARY

<table>
<thead>
<tr>
<th></th>
<th>Total</th>
<th>Eligible Basis (If Applicable)</th>
<th>New/Rehab.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ACQUISITION</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Site acquisition cost</td>
<td>5,623,945.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Existing building acquisition cost</td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Closing costs &amp; acq. legal fees</td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Other (specify) - see footnote 1</strong></td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Other (specify) - see footnote 1</strong></td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Acquisition Cost</strong></td>
<td>$5,623,945</td>
<td>$0</td>
<td>$0</td>
</tr>
</tbody>
</table>

| **OFF-SITES** |        |                                |            |
| Off-site concrete |                      |                                |            |
| Storm drains & devices |                      |                                |            |
| Water & fire hydrants |                      |                                |            |
| Off-site utilities |                      |                                |            |
| Sewer lateral(s) |                      |                                |            |
| Off-site paving |                      |                                |            |
| Off-site electrical |                      |                                |            |
| **Other (specify) - see footnote 1** | 0 |                                |            |
| **Other (specify) - see footnote 1** | 0 |                                |            |
| **Subtotal Off-Sites Cost** | $0 | $0 | $0 |

| **SITE WORK** |        |                                |            |
| Demolition |                      |                                |            |
| Asbestos Abatement (Demolition Only) |                      |                                |            |
| Detention |                      |                                |            |
| Rough grading | 400,167.00 | 400,167 |            |
| Fine grading | 45,000.00 | 45,000 |            |
| On-site concrete | 506,472.00 | 506,472 |            |
| On-site electrical | 139,400.00 | 139,400 |            |
| On-site paving | 0.00 | 0 |            |
| On-site utilities | 457,513.35 | 457,513 |            |
| Decorative masonry |                      |                                |            |
| Bumper stops, striping & signs | 41,195.42 | 41,195 |            |
| **Other (specify) - see footnote 1** | 0 |                                |            |
| **Subtotal Site Work Cost** | $1,589,748 | $0 | $1,589,748 |

| **SITE AMENITIES** |        |                                |            |
| Landscaping | 210,000.00 | 210,000 |            |
| Pool and decking | 83,811.00 | 83,811 |            |
| Athletic court(s), playground(s) |                      |                                |            |
| Fencing | 129,203.00 | 129,203 |            |
| **Other (specify) - see footnote 1** |                      |                                |            |
| **Subtotal Site Amenities Cost** | $423,014 | $0 | $423,014 |
## BUILDING COSTS*:

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
<th>Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>Concrete</td>
<td>752,575.00</td>
<td>752,575</td>
</tr>
<tr>
<td>Masonry</td>
<td>1,473,026.80</td>
<td>1,473,027</td>
</tr>
<tr>
<td>Metals</td>
<td>289,508.36</td>
<td>289,508</td>
</tr>
<tr>
<td>Woods and Plastics</td>
<td>746,629.56</td>
<td>746,630</td>
</tr>
<tr>
<td>Thermal and Moisture Protection</td>
<td>130,416.44</td>
<td>130,416</td>
</tr>
<tr>
<td>Roof Covering</td>
<td>197,459.20</td>
<td>197,459</td>
</tr>
<tr>
<td>Doors and Windows</td>
<td>322,575.92</td>
<td>322,576</td>
</tr>
<tr>
<td>Finishes</td>
<td>626,035.16</td>
<td>626,035</td>
</tr>
<tr>
<td>Specialties</td>
<td>92,731.40</td>
<td>92,731</td>
</tr>
<tr>
<td>Equipment</td>
<td>38,180.00</td>
<td>38,180</td>
</tr>
<tr>
<td>Furnishings</td>
<td>284,763.92</td>
<td>284,764</td>
</tr>
<tr>
<td>Special Construction</td>
<td>984,400.00</td>
<td>984,400</td>
</tr>
<tr>
<td>Conveying Systems (Elevators)</td>
<td>75,000</td>
<td>75,000</td>
</tr>
<tr>
<td>Mechanical (HVAC; Plumbing)</td>
<td>1,163,492.20</td>
<td>1,163,492</td>
</tr>
<tr>
<td>Electrical</td>
<td>654,090.56</td>
<td>654,091</td>
</tr>
<tr>
<td>Detached Community Facilities/Building</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Carports and/or Garages</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lead-Based Paint Abatement</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Asbestos Abatement (Rehabilitation Only)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Structured Parking</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Commercial Space Costs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Individually itemize costs below:**

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subtotal Building Costs Before 11.9(e)(2)</td>
<td>$7,830,885</td>
</tr>
<tr>
<td>Voluntary Eligible Building Costs (After 11.9(e)(2))*</td>
<td>$77.85 psf $7,830,885</td>
</tr>
<tr>
<td>TOTAL BUILDING COSTS &amp; SITE WORK (including site amenities)</td>
<td>$9,843,646</td>
</tr>
<tr>
<td>Contingency</td>
<td>5.70%</td>
</tr>
</tbody>
</table>

## TOTAL HARD COSTS

<table>
<thead>
<tr>
<th>OTHER CONSTRUCTION COSTS</th>
<th>%THC</th>
<th>%EHC</th>
</tr>
</thead>
<tbody>
<tr>
<td>General requirements (&lt;6%)</td>
<td>5.68%</td>
<td>590,619</td>
</tr>
<tr>
<td>Field supervision (within GR limit)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contractor overhead (&lt;2%)</td>
<td>1.89%</td>
<td>196,873</td>
</tr>
<tr>
<td>G &amp; A Field (within overhead limit)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contractor profit (&lt;6%)</td>
<td>5.68%</td>
<td>590,619</td>
</tr>
</tbody>
</table>

**TOTAL CONTRACTOR FEES**

<table>
<thead>
<tr>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1,378,111</td>
</tr>
<tr>
<td>$0</td>
</tr>
<tr>
<td>$1,378,111</td>
</tr>
</tbody>
</table>

**TOTAL CONSTRUCTION CONTRACT Before 11.9(e)(2)**

<table>
<thead>
<tr>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>$11,782,845</td>
</tr>
<tr>
<td>$0</td>
</tr>
<tr>
<td>$11,782,845</td>
</tr>
</tbody>
</table>

**Voluntary Eligible "Hard Costs" (After 11.9(e)(2))**

<table>
<thead>
<tr>
<th>Amount to be used to achieve desired score.</th>
</tr>
</thead>
<tbody>
<tr>
<td>$117.14 psf $11,782,845</td>
</tr>
</tbody>
</table>

*To score points under §11.9(e)(2) related to Cost of Development per Square Foot, the Voluntary Eligible Building Costs OR the Voluntary Eligible Hard Costs indicated above must fall within the required thresholds. If voluntary costs are not entered, staff will consider the Subtotal Building Cost OR the Total Construction Contract costs, as applicable. Enter score for Building OR Hard Costs at end of form.
# SOFT COSTS

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Architectural - Design fees</td>
<td>175,000</td>
<td>175,000</td>
</tr>
<tr>
<td>Architectural - Supervision fees</td>
<td>20,000</td>
<td>20,000</td>
</tr>
<tr>
<td>Engineering fees</td>
<td>150,000</td>
<td>150,000</td>
</tr>
<tr>
<td>Real estate attorney/other legal fees</td>
<td>60,000</td>
<td>45,000</td>
</tr>
<tr>
<td>Accounting fees</td>
<td>15,000</td>
<td>15,000</td>
</tr>
<tr>
<td>Impact Fees</td>
<td>150,000</td>
<td>150,000</td>
</tr>
<tr>
<td>Building permits &amp; related costs</td>
<td>30,000</td>
<td>30,000</td>
</tr>
<tr>
<td>Appraisal</td>
<td>8,000</td>
<td>8,000</td>
</tr>
<tr>
<td>Market analysis</td>
<td>8,000</td>
<td>8,000</td>
</tr>
<tr>
<td>Environmental assessment</td>
<td>4,500</td>
<td>4,500</td>
</tr>
<tr>
<td>Soils report</td>
<td>7,500</td>
<td>7,500</td>
</tr>
<tr>
<td>Survey</td>
<td>12,500</td>
<td>12,500</td>
</tr>
<tr>
<td>Marketing</td>
<td>50,000</td>
<td></td>
</tr>
<tr>
<td>Hazard &amp; liability insurance</td>
<td>45,000</td>
<td></td>
</tr>
<tr>
<td>Real property taxes</td>
<td>55,000</td>
<td>55,000</td>
</tr>
<tr>
<td>Personal property taxes</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>Housing Consultant Fee</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Builders Risk</td>
<td>75,000</td>
<td>75,000</td>
</tr>
<tr>
<td>Soft Cost Contingency</td>
<td>50,000</td>
<td>50,000</td>
</tr>
</tbody>
</table>

**Subtotal Soft Cost**

<table>
<thead>
<tr>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>$915,500</td>
<td>$0</td>
</tr>
</tbody>
</table>

## FINANCING:

### CONSTRUCTION LOAN(S)

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest</td>
<td>435,000</td>
<td>265,833</td>
</tr>
<tr>
<td>Loan origination fees</td>
<td>145,000</td>
<td>43,500</td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td>70,000</td>
<td>59,500</td>
</tr>
<tr>
<td>Closing costs &amp; legal fees</td>
<td>60,000</td>
<td>60,000</td>
</tr>
<tr>
<td>Inspection fees</td>
<td>17,125</td>
<td>17,125</td>
</tr>
<tr>
<td>Credit Report</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Discount Points</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### PERMANENT LOAN(S)

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Loan origination fees</td>
<td>43,000</td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td>5,000</td>
</tr>
<tr>
<td>Bond premium</td>
<td></td>
</tr>
<tr>
<td>Credit report</td>
<td></td>
</tr>
<tr>
<td>Discount points</td>
<td></td>
</tr>
<tr>
<td>Credit enhancement fees</td>
<td></td>
</tr>
<tr>
<td>Prepaid MIP</td>
<td></td>
</tr>
<tr>
<td>Conversion Fee</td>
<td>10,000</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
</tr>
</tbody>
</table>

### BRIDGE LOAN(S)

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest</td>
<td></td>
</tr>
<tr>
<td>Loan origination fees</td>
<td></td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td></td>
</tr>
<tr>
<td>Closing costs &amp; legal fees</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>
### OTHER FINANCING COSTS

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tax credit fees</td>
<td>64,350</td>
</tr>
<tr>
<td>Tax and/or bond counsel</td>
<td></td>
</tr>
<tr>
<td>Payment bonds</td>
<td></td>
</tr>
<tr>
<td>Performance bonds</td>
<td></td>
</tr>
<tr>
<td>Credit enhancement fees</td>
<td></td>
</tr>
<tr>
<td>Mortgage insurance premiums</td>
<td></td>
</tr>
<tr>
<td>Cost of underwriting &amp; issuance</td>
<td></td>
</tr>
<tr>
<td>Syndication organizational cost</td>
<td>50,000</td>
</tr>
<tr>
<td>Tax opinion</td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
</tr>
</tbody>
</table>

**Subtotal Financing Cost**

<table>
<thead>
<tr>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>$899,475</td>
</tr>
</tbody>
</table>

### DEVELOPER FEES

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Housing consultant fees</td>
<td>782,058</td>
</tr>
<tr>
<td>General &amp; administrative</td>
<td>1,173,087</td>
</tr>
<tr>
<td>Profit or fee</td>
<td>1,173,087</td>
</tr>
</tbody>
</table>

**Subtotal Developer Fees**

<table>
<thead>
<tr>
<th>Amount</th>
<th>15.00%</th>
<th>$1,955,146</th>
</tr>
</thead>
<tbody>
<tr>
<td>$0</td>
<td>15.00%</td>
<td>$0</td>
</tr>
</tbody>
</table>

### RESERVES

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rent-up</td>
<td>100,000</td>
</tr>
<tr>
<td>Operating</td>
<td>500,000</td>
</tr>
</tbody>
</table>

**Subtotal Reserves**

<table>
<thead>
<tr>
<th>Amount</th>
<th>$600,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>$0</td>
<td>15.00%</td>
</tr>
</tbody>
</table>

### TOTAL HOUSING DEVELOPMENT COSTS

<table>
<thead>
<tr>
<th>Amount</th>
<th>$21,776,910</th>
</tr>
</thead>
<tbody>
<tr>
<td>$0</td>
<td>$14,989,449</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>Total Eligible Basis</th>
<th>$0</th>
<th>$14,989,449</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>High Cost Area Adjustment (100% or 130%)</strong></td>
<td>130%</td>
<td></td>
</tr>
<tr>
<td>Total Adjusted Basis</td>
<td>$0</td>
<td>$19,486,283</td>
</tr>
<tr>
<td>Applicable Fraction</td>
<td></td>
<td>87%</td>
</tr>
<tr>
<td>Total Qualified Basis</td>
<td>$16,952,857</td>
<td>$0</td>
</tr>
<tr>
<td>Applicable Percentage</td>
<td>3.23%</td>
<td>9.00%</td>
</tr>
</tbody>
</table>

**Credits Supported by Eligible Basis**

<table>
<thead>
<tr>
<th>Amount</th>
<th>$1,525,757</th>
</tr>
</thead>
<tbody>
<tr>
<td>$0</td>
<td>3.23%</td>
</tr>
</tbody>
</table>

*11.9(c)(2) Cost Per Square Foot: DO NOT ROUND! Applicants are advised to ensure that figure is not rounding down to the maximum dollar figure to support the elected points.

---

**Requested Score for 11.9(e)(2)**

| Score | 12 |

**Name of contact for Cost Estimate:**

| Les Kilday |

**Phone Number for Contact:**

| 713-562-1510 |

If a revised form is submitted, date of submission:

|         |         |

---
CAMPANILE ON COMMERCE
TDHCA # 18306

Tab 31
Sources and Uses
## Financing Narrative and Summary of Sources and Uses

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

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Construction Period</th>
<th>Permanent Period</th>
<th>Syndication Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
<td>Loan/Equity Amount</td>
</tr>
<tr>
<td><strong>Debt</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. to Perm. (Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td>$ -</td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. Only (Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td>$ -</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Multifamily Direct Loan (Soft Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td>$ -</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Mortgage Revenue Bond</td>
<td>$0</td>
<td>0.00%</td>
<td>$ -</td>
</tr>
<tr>
<td>BBVA Compass</td>
<td>Conventional Loan</td>
<td>$14,500,000</td>
<td>4.00%</td>
<td>1</td>
</tr>
<tr>
<td>City of Houston</td>
<td>Local Government Loan</td>
<td>$3,500,000</td>
<td>1.00%</td>
<td>2</td>
</tr>
<tr>
<td><strong>Third Party Equity</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>National Equity Fund</td>
<td>HTC $1,500,000</td>
<td>$3,374,663</td>
<td></td>
<td>$13,498,650</td>
</tr>
<tr>
<td><strong>Grant</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>City of Houston</td>
<td>Local Government Grant $500</td>
<td>$500</td>
<td></td>
<td>$500</td>
</tr>
<tr>
<td><strong>Deferred Developer Fee</strong></td>
<td></td>
<td>24.44%</td>
<td>$401,747</td>
<td>$477,760</td>
</tr>
<tr>
<td><strong>Other</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Direct Loan Match</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Sources of Funds</strong></td>
<td></td>
<td>$21,776,910</td>
<td></td>
<td>$21,776,910</td>
</tr>
<tr>
<td><strong>Total Uses of Funds</strong></td>
<td></td>
<td>$21,776,910</td>
<td></td>
<td>$21,776,910</td>
</tr>
</tbody>
</table>
INSTRUCTIONS: Describe the sources of funds that will finance Development. The description must include construction, permanent, and bridge loans, and all other types of funds to be used for development. The information must be consistent with all other documentation in this section. Provide sufficient detail to identify the source and explain the use (in terms of the timing and any specific uses) of each type of funds to be contributed. In addition, describe/explain replacement reserves. Finally, describe/explain operating items. The narrative must include rents, operating subsidies, project based assistance, and all other sources of funds for operations. In the foregoing discussion of both development and operating funds, specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments.

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

EQUITY
National Equity Fund has agreed to supply equity financing of $13,498,650, purchasing tax credits of $15,000,000 at a rate of $0.90 per tax credit dollar for a 99.99% limited partner ownership.

CONSTRUCTION FINANCING
BBVA Compass has agreed to lend the Partnership up to $14,500,000 to construct the project. The term is 24 months at interest rate of noted below, is secured by the permanent loan take-out below, general partner guarantees and a letter of credit. Interest rate of 1-month LIBOR +2.75% currently estimated at 4.00%. Guarantors

Describe the replacement reserves:
The lender/syndicator are requiring $250 per unit in annual replacement reserves and $500,000 in operating reserves.

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.

Signature, Authorized Representative, Construction or Permanent Lender

Printed Name

Date

Telephone: 713.966.2303

Email address: Ken.Avila@BBVA.com
CAMPANILE ON COMMERCE
TDHCA # 18306

Tab 32
MF Direct Loan - Fin. Cap
NOT APPLICABLE
### Financial Capacity, Owner Equity, and Appraisal Requirements (Multifamily Direct Loan Applications Only, if applicable) [§13.8(c)(5) and (6)]

#### Financial Capacity (10 TAC §13.8(c)(5))

If the Department’s Direct Loan amounts to more than 50% of the Total Housing Development Cost, except for Developments also financed through the USDA §515 program, the Application **MUST** include:

- A letter from a Third Party CPA verifying the capacity of the Applicant, Developer, or Development Owner to provide at least 10% of the Total Housing Development Cost as a short term loan for Development;  **OR**

- Evidence of a line of credit or equivalent tool equal to at least 10% of the Total Housing Development Cost from a financial institution that is available for use during the proposed development activities.

#### Owner Equity and Appraisal Requirements (10 TAC §13.8(c)(6))

If the Direct Loan is the only source of Department funding for the Development (no HTC being requested), the Development Owner **MUST** provide:

- equity in an amount not less than 20% of Total Housing Development Costs; and
- if proposing new construction, an "as completed" appraisal pursuant to 10 TAC §10.304 which results in total 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 and a direct loan to value of not greater than 80%

As a result of providing owner equity in an amount greater than 5% of Total Housing Development Costs, the following must be provided in accordance with 10 TAC §10.204(7)(C):

- A letter - not older than 6 months from the date the of Application submission - from a Third Party CPA verifying the capacity of the Development Owner to provide the proposed financing with funds that are not otherwise committed or pledged; and

- A letter - not older than 6 months from the date the of Application submission - from the Development Owner's bank or banks confirming that such funds are and will remain available at commitment and until the required investment is completed.
CAMPANILE ON COMMERCE
TDHCA # 18306

Tab 33
Match Funds
NOT APPLICABLE
Match in the amount of at least 5% of the Multifamily Direct Loan funds requested must be documented with a letter from the anticipated provider of Match indicating the provider’s willingness and ability to make a financial commitment should the Development receive an award of Multifamily Direct Loan funds. The information provided must be consistent with all other documentation in the Application.

Indicate the amount and source of Match funds in the appropriate spaces in the table below.

Generally, a Related Party contribution to the Development is not considered eligible Match. Please see 10 TAC §13.2(8) as well as the Match Guidance below.

<table>
<thead>
<tr>
<th>Type of Match Pledged</th>
<th>Pledged Amount</th>
<th>Source of Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non-Federal Grants</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Waived, foregone or deferred fees and charges (ex: debris removal and container fees, tap fees, building permits, other mandatory fees charged by the local municipality) <strong>CANNOT</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rental Value of Donated Use of Site Preparation or Construction Equipment</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Donated Construction Materials</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Donated Site Preparation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Donated Real Property</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Value of Match Pledged</td>
<td>$</td>
<td>-</td>
</tr>
<tr>
<td>Total Amount of MF Direct Loan funds Requested</td>
<td>$</td>
<td>-</td>
</tr>
<tr>
<td>Percentage of MF Direct Loan Funds to be Matched (Total Value of Match /MF Direct Loan Funds Requested)</td>
<td>#DIV/0!</td>
<td></td>
</tr>
</tbody>
</table>

**CANNOT INCLUDE DEVELOPER FEES**

**NOT APPLICABLE**
CAMPANILE ON COMMERCE
TDHCA # 18306

Tab 34
Financing Scoring
<table>
<thead>
<tr>
<th>Finance Scoring (for Competitive HTC Applications ONLY)</th>
<th>Self Score Total: 116</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Commitment of Development Funding by Local Political Subdivision (§11.9(d)(2))</td>
<td></td>
</tr>
<tr>
<td>Name of the Local Political Subdivision providing the funding:</td>
<td>City of Houston</td>
</tr>
<tr>
<td>X</td>
<td>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.</td>
</tr>
<tr>
<td>X</td>
<td>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.</td>
</tr>
<tr>
<td>X</td>
<td>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.</td>
</tr>
<tr>
<td>Total Points Claimed:</td>
<td>1</td>
</tr>
<tr>
<td>2. Financial Feasibility (§11.9(e)(1))</td>
<td></td>
</tr>
<tr>
<td>X</td>
<td>Eligible Pro-Forma and letter stating the Development is financially feasible.</td>
</tr>
<tr>
<td>X</td>
<td>Eligible Pro-Forma and letter stating Development and Principals are acceptable.</td>
</tr>
<tr>
<td>Total Points Claimed:</td>
<td>18</td>
</tr>
<tr>
<td>3. Leveraging of Private, State, and Federal Resources (§2306.6725(a)(3); §11.9(e)(4))</td>
<td></td>
</tr>
<tr>
<td>Percent of Units restricted to serve households at or below 30% of AMGI</td>
<td>9.17%</td>
</tr>
<tr>
<td>HTC funding request as a percent of Total Housing Development Cost</td>
<td>6.89%</td>
</tr>
<tr>
<td>Eligibility for points:</td>
<td></td>
</tr>
<tr>
<td>Development Leverages CDBG Disaster Recovery, HOPE VI, RAD or Choice Neighborhood Funding</td>
<td>0</td>
</tr>
<tr>
<td>Housing Tax Credit Request</td>
<td>3</td>
</tr>
<tr>
<td>Housing Tax Credit Request</td>
<td>2</td>
</tr>
<tr>
<td>Housing Tax Credit Request</td>
<td>1</td>
</tr>
<tr>
<td>* Be sure no more than 50% of Developer fees are deferred.</td>
<td></td>
</tr>
<tr>
<td>Total Points Claimed:</td>
<td>3</td>
</tr>
</tbody>
</table>
CAMPANILE ON COMMERCE
TDHCA # 18306

Tab 35
Supporting Docs
### Supporting Documents Should be Included Behind this Tab

**ALL SUPPORTING DOCUMENTS MUST BE CONSISTENT WITH THE SOURCES AND USES**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td>Executed Pro Forma from Permanent or Construction Lender</td>
</tr>
<tr>
<td>X</td>
<td>Letter from lender regarding approval of Principals (consistent with Template)</td>
</tr>
<tr>
<td>X</td>
<td>Evidence of all Permanent and Construction Financing (term sheets, loan agreements)</td>
</tr>
<tr>
<td></td>
<td>Evidence of any Gap Financing, terms included</td>
</tr>
<tr>
<td></td>
<td>Evidence of any Owner Contributions, with financial support if required</td>
</tr>
<tr>
<td></td>
<td>Evidence of Equity Financing ( HTC applications only)</td>
</tr>
<tr>
<td>NA</td>
<td>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.</td>
</tr>
<tr>
<td>X</td>
<td>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)]</td>
</tr>
<tr>
<td></td>
<td>Evidence of Rental Assistance/Subsidy</td>
</tr>
</tbody>
</table>
## 15 Year Rental Housing Operating Pro Forma (All Programs)

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

<table>
<thead>
<tr>
<th>INCOME</th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>POTENTIAL GROSS ANNUAL RENTAL INCOME</td>
<td>$1,029,420</td>
<td>$1,050,008</td>
<td>$1,071,009</td>
<td>$1,092,429</td>
<td>$1,114,277</td>
<td>$1,230,252</td>
<td>$1,358,298</td>
</tr>
<tr>
<td>Secondary Income</td>
<td>$14,400</td>
<td>$14,688</td>
<td>$14,982</td>
<td>$15,281</td>
<td>$15,587</td>
<td>$17,209</td>
<td>$19,000</td>
</tr>
<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$1,043,820</td>
<td>$1,064,656</td>
<td>$1,085,390</td>
<td>$1,107,710</td>
<td>$1,129,864</td>
<td>$1,247,462</td>
<td>$1,377,298</td>
</tr>
<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>($72,067)</td>
<td>($74,525)</td>
<td>($76,019)</td>
<td>($77,540)</td>
<td>($79,091)</td>
<td>($87,322)</td>
<td>($96,411)</td>
</tr>
<tr>
<td>Rental Concessions</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>EFFECTIVE GROSS ANNUAL INCOME</td>
<td>$970,753</td>
<td>$960,168</td>
<td>$989,371</td>
<td>$1,030,170</td>
<td>$1,050,774</td>
<td>$1,160,139</td>
<td>$1,280,887</td>
</tr>
</tbody>
</table>

### EXPENSES

| General & Administrative Expenses | $33,000 | $33,990 | $35,010 | $36,060 | $37,142 | $43,058 | $49,915 |
| Management Fee                    | $48,538  | $49,508 | $50,499 | $51,509 | $52,539 | $58,007 | $64,044 |
| Payroll, Payroll Tax & Employee Benefits | $185,300 | $190,859 | $196,585 | $202,482 | $208,557 | $241,774 | $280,283 |
| Repairs & Maintenance             | $66,000  | $67,980 | $70,019 | $72,120 | $74,284 | $86,115 | $99,831 |
| Electric & Gas Utilities          | $46,060  | $47,442 | $48,865 | $50,331 | $51,841 | $60,098 | $69,670 |
| Water, Sewer & Trash Utilities   | $51,000  | $52,530 | $54,106 | $55,729 | $57,401 | $66,543 | $77,142 |
| Annual Property Insurance Premiums | $40,289  | $41,498 | $42,743 | $44,025 | $45,346 | $52,569 | $60,941 |
| Property Tax                      | $83,369  | $85,871 | $88,447 | $91,100 | $93,833 | $108,778 | $126,104 |
| Reserve for Replacements          | $30,000  | $30,300 | $31,287 | $32,238 | $33,765 | $39,143 | $45,378 |
| Other Expenses                    | $20,200  | $20,806 | $21,430 | $22,073 | $22,735 | $26,356 | $30,554 |
| TOTAL ANNUAL EXPENSES             | $603,757 | $621,384 | $639,530 | $658,211 | $677,443 | $782,442 | $905,863 |
| NET OPERATING INCOME              | $366,996 | $368,784 | $370,441 | $371,959 | $373,331 | $377,697 | $377,025 |

### DEBT SERVICE

| First Deed of Trust Annual Loan Payment | $294,218 | $294,218 | $294,218 | $294,218 | $294,218 | $294,218 | $294,218 |
| Second Deed of Trust Annual Loan Payment | | | | | | | |
| Third Deed of Trust Annual Loan Payment | | | | | | | |
| Other Annual Required Payment | | | | | | | |
| Other Annual Required Payment | | | | | | | |
| ANNUAL NET CASH FLOW               | $72,778   | $74,566   | $76,223   | $77,741   | $79,113   | $83,480   | $82,807   |
| CUMULATIVE NET CASH FLOW           | $72,778   | $147,344  | $223,567  | $301,308  | $380,421  | $786,904  | $1,202,619 |
| Debt Coverage Ratio                 | 1.25      | 1.25      | 1.26      | 1.26      | 1.27      | 1.28      | 1.28      |
| Other (Describe)                   | | | | | | | |
| Other (Describe)                   | | | | | | | |

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

Signature, Authorized Representative, Construction or Permanent Lender

Printed Name

Date

Signature, Authorized Representative, Syndicator

Printed Name

Date

If a revised form is submitted, date of submission:
February 20, 2018

R.R. Kilday and Les Kilday  
Kilday Operating LLC  
1717 St. James Place, Suite 150  
Houston, TX 77056

Re: Campanile on Commerce, Houston, Texas

Dear Dick and Les,

I have received and reviewed the 15 year pro forma for Campanile on Commerce. The attached 15 year pro forma was prepared by Kilday Operating LLC, the applicant, and indicates that the development would maintain no less than a 1.15 debt coverage ratio throughout the initial fifteen years of operation following stabilization. The proforma is consistent with the unit rental rate assumptions, total operating expenses, net operating income, and debt service coverage based on the current underwriting parameters of BBVA Compass and consistent with the loan terms indicated in the term sheet. These projections, which indicate that the Development is expected to be feasible for fifteen years, are made based upon the preliminary information provided by the borrower, and are subject to further due diligence review and revision by BBVA Compass.

Additionally, BBVA Compass has performed a preliminary review of the credit worthiness of R.R. Kilday and Les Kilday and Kilday Operating LLC. At this time, BBVA Compass has no reservations with any of the Principals or Guarantors of the borrower. We anticipate no additional guarantors or financial strength will be needed to facilitate a loan to this borrower, other than those requirements disclosed herein.

Please be advised that this letter does not represent a commitment by BBVA Compass to provide financing for the Development, nor an offer to commit. Any such commitment would be subject to receipt and satisfactory review of all then-current due diligence materials required by BBVA Compass.

If you should have any questions, please feel free to contact me at 713-966-2303.

Sincerely,

Ken L. Overshiner  
Senior Vice President, Community Development Capital

BBVA Compass is a trade name of Compass Bank, a member of the BBVA Group. Compass Bank, Member FDIC.
February 20, 2018

R.R. Kilday and Les Kilday  
Kilday Operating LLC  
1717 St. James Place, Suite 150  
Houston, TX 77056

Re: Campanile on Commerce, Houston, Texas

Dear Dick and Les,

BBVA Compass Bank (the “Bank”) is pleased to provide you with this Letter of Terms for the Construction and Permanent financing of the Campanile on Commerce affordable housing project. The following terms and conditions were based upon a preliminary review of the Borrower’s 2018 TDHCA Housing Tax Credit Application:

**Construction Loan:**

**Borrower:** Campanile on Commerce LP

**Collateral:** The Subject Loan shall be secured by a first mortgage lien and an assignment of rents and leases on the 120-unit LIHTC project to be located in Houston, Texas. Additionally, the Loan shall be secured by an Assignment of the General Partner Interest and Deferred Developer’s Fee.

**Amount:** Up to $14,500,000. The Loan amount shall be limited to 80% of the LIHTC Investment Value, which is the combined value of the Tax Credits plus the stabilized value of the Real Estate based upon an Appraisal acceptable to the Bank.

**Interest Rate:** 1 month Libor + 2.75%. Interest-only payments shall be due monthly.

**Fees:** .50% Origination Fee. Additionally, the Borrower shall be responsible for the reimbursement of other costs related to the extension of this loan including, but not limited to: appraisal fees, the Bank’s legal fees, environmental and other third party review fees.

**Maturity:** Twenty-four (24) Months from Closing with a six month extension at Bank’s option.

**Guarantee:** Full payment and completion guarantees and environmental indemnity by a guarantor or guarantors satisfactory to BBVA Compass.

**Tax Credit Equity:** Approximately $13,498,650. Equity pay in schedule and investor must be acceptable to BBVA Compass.
Repayment: Construction loan will be repaid from equity funded at completion or after completion, along with the permanent loan (if any).

Loan to Value: Up to 80% including the value of the real estate and tax credits.

Conditions to Closing:

- Borrower, Managing Member, and Guarantor certify that there are no defaults, no material litigation and no material adverse change in the financial or project information provided to Bank in connection with the Loan request
- Receipt, review and approval of appraisal, environmental assessment, construction consultant and other third party reports
- Contractor shall be acceptable to bank
- All documentation satisfactory to Bank and its legal counsel
- Evidence of a commitment by a tax credit investor acceptable to Bank for the acquisition of 9% low income housing tax credits on terms, including pay-in schedule amounts and timing, acceptable to Bank.
- All subsidy funds must be committed and closed simultaneously with the closing of the Loan.
- Final project budget to be approved by Bank, including a 5% hard cost contingency.
- Receipt of all required municipal and other governmental approvals.
- Approval of current financial statements of the Guarantor.
- Borrower counsel opinion in form and content satisfactory to Bank.
- Mortgage title insurance policy insuring the bank’s lien shall contain no objectionable liens, including matters of the survey
- Bank shall receive and approve the following items prior to the closing of the construction loan:
  - Final plans and specs stamped by architect
  - Copy of construction contract and final budget
  - Copy of builders risk policy with Compass Bank named as loss payee
  - Copy of recorded limited partnership and syndication agreements
- All terms subject to market fluctuation

Permanent Loan:

Provided that there are no events of default, the Borrower may elect to exercise the option to convert the Construction Loan to the Permanent Loan provided that 1) the Construction Loan has been Paid down to the Perm Loan Amount; 2) the Property has achieved a minimum occupancy of 90% for 90 days; and 3) the Property has achieved a Pro Forma Debt Service Cover Ratio of 1.15.

Amount: Up to $4,300,000. The Loan amount shall be limited to 80% of the stabilized value of the Real Estate based upon an Appraisal acceptable to the Bank.

Interest Rate: Fixed rate based on the 10 Year Treasury + 320 bps for a 24 month forward rate lock. The Bank is utilizing an underwriting rate of 6.00%.
Fee: 1% of the permanent loan amount with .50% payable at construction loan closing for the rate lock, and .50% payable at conversion to permanent loan as well as any required third-party report updates and Bank legal fees.

Maturity: Fifteen (15) years.

Amortization: Thirty-five (35) years.

Recourse: The loan is specifically to be non-recourse.

Prepayment: Following conversion, the loan will have standard prepayment (yield maintenance) penalties. Prior to conversion, there are no break fees.

Unless extended by the Bank at its sole discretion, the preliminary terms contained in this proposal shall automatically expire December 31, 2018, and are subject to receipt, review and acceptance of all due diligence materials by BBVA Compass. BBVA Compass cannot issue a legally binding lending commitment until formal credit approval has been obtained.

BBVA Compass wishes to thank you for the opportunity to provide financing for this project. If you have any questions, please feel free to contact me at 713-966-2303.

Sincerely,

[Signature]

Ken L. Overshiner
Senior Vice President, Community Development Capital
February 21, 2018

Dick Kilday and Les Kilday  
Kilday Realty Corp.  
19901 Southwest Frwy, Ste 210  
Sugar Land, TX 77479

Re: Campanile on Commerce

Dear Messrs. Kilday:

On behalf of National Equity Fund, Inc. (“NEF”), I am pleased to provide this Letter of Intent (“Letter”) which outlines the principal business terms of our proposed investment in the above-named Project. We invest through our affiliate, NEF Assignment Corporation (“Assignment Corporation”), by purchasing a [99.99%] interest in the Limited Partnership formed to own and operate the Project. When we refer to “NEF,” we mean National Equity Fund, Inc. and its affiliates, including without limitation Assignment Corporation. As a preliminary matter, I will note that the terms of this Letter are based on certain assumptions which are incorporated in corresponding TDHCA application. Changes in those assumptions may result in changes to the terms of our proposed investment.

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

The Project consists of a proposed LIHTC, multifamily community which will consist of 120 units for seniors located in Houston, TX. 105 units will be set aside for senior tenants with incomes at or below 60% of Area Median Income; the remaining 15 units will be market rate with no rent restrictions.

2. **Property Ownership**

Limited Partnership: Campanile on Commerce, LP (the “Limited Partnership”)

General Partner: Campanile on Commerce GP, LLC and will be majority owned by Kilday controlled entities.

Sponsor/Developer: Kilday Realty Corp.

Guarantor(s): Dick and Les Kilday, Kilday Realty Corp., Campanile on Commerce GP, LLC. These entities have been reviewed by NEF.

Limited Partner: One or more investor funds, limited partnerships or limited liability companies of which NEF or its affiliate is the general partner or managing member, or Assignment Corporation, as nominee, on behalf of one or more such entities.

3. **Project Financing**

A. **Construction Loan.** The Limited Partnership expects to receive a construction loan term sheet or commitment for the Project of approximately $14,500,000 for an initial term of at least 24 months and a 6 month extension at an estimated 4.00% interest rate.

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

<table>
<thead>
<tr>
<th>Lender/ Source</th>
<th>Amount</th>
<th>Interest Rate</th>
<th>Term</th>
<th>Amort</th>
<th>Hard/Soft Debt</th>
<th>Available During Const. (y/n)</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Mortgage</td>
<td>Compass</td>
<td>$4,300,000</td>
<td>6.0%</td>
<td>18</td>
<td>30</td>
<td>Hard</td>
</tr>
<tr>
<td>Second Mortgage</td>
<td>HHCD TIRZ</td>
<td>$3,500,000</td>
<td>1.0%</td>
<td>30</td>
<td>N/A</td>
<td>Soft</td>
</tr>
</tbody>
</table>

Permanent amortizing debt must be a fixed-rate commitment for a minimum of 16 years with terms acceptable to NEF.
4. **Timing Assumptions**

This Letter is based on the following timing assumptions:

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

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

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

The Limited Partner will purchase the Tax Credits described in Paragraph 6 for a total purchase price of $13,498,650 (“Capital Contributions”), or **$0.90 cents** for each $1.00 of projected Tax Credits. Proceeds of the Capital Contributions will be used to fund Project equity (“Project Equity”) and the non-deferred portion of the Developer Fee (“Non-Deferred Developer Fee”). NEF will advance Project Equity and the Non-Deferred Developer Fee in installments, based upon its determination that the conditions specified in the Limited Partnership Agreement for payment of that installment (“Applicable Conditions”) have been met. We make this determination based on our review and approval of certain documents you provide to us. Equity disbursements during construction are expected to be made through the construction lender’s escrow or, if there is no construction lender, through a title company using a disbursement agreement acceptable to NEF. We currently expect installments of Project Equity will be paid according to the schedule below. The schedule identifies some of the Applicable Conditions that will apply to each payment.

**A. First Installment**: $3,374,663 (25.0%). The Applicable Conditions for this payment will include satisfactory evidence or approval of:

(i) Admission of NEF to the Limited Partnership and commencement of construction.

**B. Second Installment**: $3,374,663 (25.0%). The Applicable Conditions for this payment will include satisfactory evidence or approval of:

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

C. **Third Installment:** $5,399,460 (40%). The Applicable Conditions for this payment will include satisfactory evidence or approval of:

(i) 100% Qualified Occupancy of all Project Tax Credit Units;
(ii) Funding of the Project’s permanent loan and receipt of executed permanent loan documents in approved form;
(iii) Payment of any amounts required by the General Partner’s Development Completion Guaranty;
(iv) Achievement of Stabilized Occupancy (generally defined as at least 90% occupancy with a Debt Service Coverage Ratio of 1.15x or better for a three consecutive month period after construction completion.
(vi) Completion of any outstanding punch list items;
(vii) Owner’s date down title insurance coverage;
(viii) “As-Built” ALTA survey;
(ix) Final lien waivers from the General Contractor;
(x) If applicable, receipt (or evidence of filing) of real estate tax abatement;
(xi) Final Certificates of Occupancy, if not previously provided;
(xii) Final Cost Certification verifying the Tax Credit basis;
(xiii) Funding of Project reserves (or funding with the proceeds of this installment) at the required levels;
(xiv) If applicable, satisfaction of radon testing requirements;
(xv) Recorded Extended Use Agreement; and

$600,000 of this installment will be used to fund the Operating Reserve

D. **Fourth Installment:** $1,349,865 (10%). The Applicable Conditions for this payment will include satisfactory evidence or approval of:

(i) The first year’s tax return and K-1;
(ii) Fully executed Form 8609 for all Project buildings; and
6. **Developer Fee**

The Developer will earn a fee for development services in the total amount of $1,955,146 (the “Developer Fee”). $477,760 is projected to be deferred and will be paid from cash flow. If for some unforeseen reason a portion of the Developer Fee is deferred it will be payable from cash received from the operation of the Limited Partnership, after payment of debt service and operating expenses (“Cash Flow”), during the Tax Credit Compliance Period. Any principal balance and/or accrued interest on the Deferred Developer Fee remaining unpaid by the end of the eleventh (11th) year of the Tax Credit Compliance Period must be paid in full by the General Partner. Developer fee will be funded as follows: 25% at Closing, 25% at Construction Completion, 40% at Stabilization, and 10% at 8609s.

7. **Reserve Requirements**

A. **Operating Reserve.** $600,000, will be funded from a portion of the Limited Partner’s Capital Contributions. The General Partner will be permitted to use funds in the Operating Reserve account prior to any draw on its Operating Deficit Guaranty obligation. We approve all withdrawals from the Operating Reserve account. This Operating Reserve account remains with the Limited Partnership through the Tax Credit Compliance Period and any funds in the account at the end of that period will be distributed according to the priorities identified for Sale/Refinancing proceeds under Paragraph 13 hereof.

B. **Replacement Reserve.** The General Partner must fund the Replacement Reserve account in the annual amount of $250 per unit per year (to be increased annually by 3% per annum from Project revenues throughout the Tax Credit Compliance Period. We must approve withdrawals that in the aggregate during any calendar year exceed the lesser of (i) $5,000 or (ii) ten percent (10%) of the amount then remaining in the Replacement Reserve account. Any funds remaining in the Replacement Reserve account at the end of the Tax Credit Compliance Period will be distributed according to the priorities identified for Sale/Refinancing proceeds under Paragraph 13 hereof.
8. **General Partner Guaranties and Other Obligations**

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

B. **Operating Deficit Guaranty.** Guarantors will provide an Operating Deficit Guaranty in the amount of $600,000 until the Project has maintained a 1.20 annual Debt Service Coverage Ratio for two consecutive years after the third anniversary of the date Stabilized Occupancy is achieved. If at the end of that period the Operating Reserve is not funded at the level specified in Paragraph 10.B above, the Operating Deficit Guaranty will remain in effect until the General Partner causes the Operating Reserve to be funded at the required level in the manner provided in the Limited Partnership Agreement.

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

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

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

9. **Limited Partner Transfers**

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

10. **Reports**

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

11. **Limited Partner Expenses**

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

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

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

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

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

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

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

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]
Project Name: Campanile at Commerce
Date: 2/21/18
Page 10

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

Sincerely,

NATIONAL EQUITY FUND, INC.

[Signature]

Jason Aldridge, Vice President

Accepted:

[Signature]

By: 
DATE: 2/5/18
February 21, 2018

Dick Kilday and Les Kilday
Kilday Realty Corp.
19901 Southwest Frwy, Ste 210
Sugar Land, TX 77479

Re: Campanile on Commerce

Dear Messrs. Kilday:

On behalf of National Equity Fund, Inc. (“NEF”), I am pleased to provide this Letter of Intent (“Letter”) which outlines the principal business terms of our proposed investment in the above-named Project. We invest through our affiliate, NEF Assignment Corporation (“Assignment Corporation”), by purchasing a [99.99%] interest in the Limited Partnership formed to own and operate the Project. When we refer to “NEF,” we mean National Equity Fund, Inc. and its affiliates, including without limitation Assignment Corporation. As a preliminary matter, I will note that the terms of this Letter are based on certain assumptions which are incorporated in corresponding TDHCA application. Changes in those assumptions may result in changes to the terms of our proposed investment.

Upon your acceptance of this Letter, we will begin our standard due diligence activities. Upon successful completion of our due diligence and receipt of internal approvals, we will prepare a Limited Partnership Agreement, based on our current model form (“Limited Partnership Agreement”), and related closing agreements. These agreements will incorporate the terms appearing in this Letter, subject to any modifications that may be required to obtain final investment approval. We will then proceed to close this investment. NEF is aware of the Readiness to Proceed requirements included in the 2018 QAP and intends to close this transaction by October, 31 2018. NEF has reviewed the following complete due diligence as of the issuance of this letter:

1. The financial feasibility of the Project including the review of a market study and site location;
2. The financial capacity of the Guarantors;
3. The financial capacity and experience of the general contractor.
4. Complete architect contract
5. Survey and title commitment
6. Architectural drawings, and
7. Site feasibility study
1. **Property Information**

The Project consists of a proposed LIHTC, multifamily community which will consist of 120 units for seniors located in Houston, TX. 105 units will be set aside for senior tenants with incomes at or below 60% of Area Median Income; the remaining 15 units will be market rate with no rent restrictions.

2. **Property Ownership**

Limited Partnership: Campanile on Commerce, LP (the “Limited Partnership”)

General Partner: Campanile on Commerce GP, LLC and will be majority owned by Kilday controlled entities.

Sponsor/Developer: Kilday Realty Corp.

Guarantor(s): Dick and Les Kilday, Kilday Realty Corp., Campanile on Commerce GP, LLC. These entities have been reviewed by NEF.

Limited Partner: One or more investor funds, limited partnerships or limited liability companies of which NEF or its affiliate is the general partner or managing member, or Assignment Corporation, as nominee, on behalf of one or more such entities.

3. **Project Financing**

A. **Construction Loan.** The Limited Partnership expects to receive a construction loan term sheet or commitment for the Project of approximately $14,500,000 for an initial term of at least 24 months and a 6 month extension at an estimated 4.00% interest rate.

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

<table>
<thead>
<tr>
<th>Lender/Source</th>
<th>Amount</th>
<th>Interest Rate</th>
<th>Term</th>
<th>Amort</th>
<th>Hard/Soft Debt</th>
<th>Available During Const. (y/n)</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Mortgage</td>
<td>Compass</td>
<td>$4,300,000</td>
<td>6.0%</td>
<td>18</td>
<td>Hard</td>
<td>No</td>
</tr>
<tr>
<td>Second Mortgage</td>
<td>HHCD TIRZ</td>
<td>$3,500,000</td>
<td>1.0%</td>
<td>30</td>
<td>Soft</td>
<td>Yes</td>
</tr>
</tbody>
</table>

Permanent amortizing debt must be a fixed-rate commitment for a minimum of 16 years with terms acceptable to NEF.
4. **Timing Assumptions**

This Letter is based on the following timing assumptions:

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

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

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

The Limited Partner will purchase $1,500,000 in annual Tax Credits described in Paragraph 6 for a total purchase price of $13,498,650 (“Capital Contributions”), or $0.90 cents for each $1.00 of projected Tax Credits. Proceeds of the Capital Contributions will be used to fund Project equity (“Project Equity”) and the non-deferred portion of the Developer Fee (“Non-Deferred Developer Fee”). NEF will advance Project Equity and the Non-Deferred Developer Fee in installments, based upon its determination that the conditions specified in the Limited Partnership Agreement for payment of that installment (“Applicable Conditions”) have been met. We make this determination based on our review and approval of certain documents you provide to us. Equity disbursements during construction are expected to be made through the construction lender’s escrow or, if there is no construction lender, through a title company using a disbursement agreement acceptable to NEF. We currently expect installments of Project Equity will be paid according to the schedule below. The schedule identifies some of the Applicable Conditions that will apply to each payment.

A. **First Installment:** $3,374,663 (25.0%). The Applicable Conditions for this payment will include satisfactory evidence or approval of:

   (i) Admission of NEF to the Limited Partnership and commencement of construction.

B. **Second Installment:** $3,374,663 (25.0%). The Applicable Conditions for this payment will include satisfactory evidence or approval of:

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

C. **Third Installment:** $5,399,460 (40%). The Applicable Conditions for this payment will include satisfactory evidence or approval of:

(i) 100% Qualified Occupancy of all Project Tax Credit Units;
(ii) Funding of the Project’s permanent loan and receipt of executed permanent loan documents in approved form;
(iii) Payment of any amounts required by the General Partner’s Development Completion Guaranty;
(iv) Achievement of Stabilized Occupancy (generally defined as at least 90% occupancy with a Debt Service Coverage Ratio of 1.15x or better for a three consecutive month period after construction completion.
(v) Completion of any outstanding punch list items;
(vi) Owner’s date down title insurance coverage;
(vii) “As-Built” ALTA survey;
(ix) Final lien waivers from the General Contractor;
(x) If applicable, receipt (or evidence of filing) of real estate tax abatement;
(xi) Final Certificates of Occupancy, if not previously provided;
(xii) Final Cost Certification verifying the Tax Credit basis;
(xiii) Funding of Project reserves (or funding with the proceeds of this installment) at the required levels;
(xiv) If applicable, satisfaction of radon testing requirements;
(xv) Recorded Extended Use Agreement; and

$600,000 of this installment will be used to fund the Operating Reserve

D. **Fourth Installment:** $1,349,865 (10%). The Applicable Conditions for this payment will include satisfactory evidence or approval of:

(i) The first year’s tax return and K-1;
(ii) Fully executed Form 8609 for all Project buildings; and
6. **Developer Fee**

The Developer will earn a fee for development services in the total amount of $1,955,146 (the “Developer Fee”). $478,261 is projected to be deferred and will be paid from cash flow. If for some unforeseen reason a portion of the Developer Fee is deferred it will be payable from cash received from the operation of the Limited Partnership, after payment of debt service and operating expenses (“Cash Flow”), during the Tax Credit Compliance Period. Any principal balance and/or accrued interest on the Deferred Developer Fee remaining unpaid by the end of the eleventh (11th) year of the Tax Credit Compliance Period must be paid in full by the General Partner. Developer fee will be funded as follows: 25% at Closing, 25% at Construction Completion, 40% at Stabilization, and 10% at 8609s.

7. **Reserve Requirements**

   A. **Operating Reserve.** $600,000, will be funded from a portion of the Limited Partner’s Capital Contributions. The General Partner will be permitted to use funds in the Operating Reserve account prior to any draw on its Operating Deficit Guaranty obligation. We approve all withdrawals from the Operating Reserve account. This Operating Reserve account remains with the Limited Partnership through the Tax Credit Compliance Period and any funds in the account at the end of that period will be distributed according to the priorities identified for Sale/Refinancing proceeds under Paragraph 13 hereof.

   B. **Replacement Reserve.** The General Partner must fund the Replacement Reserve account in the annual amount of $250 per unit per year (to be increased annually by 3% per annum from Project revenues throughout the Tax Credit Compliance Period. We must approve withdrawals that in the aggregate during any calendar year exceed the lesser of (i) $5,000 or (ii) ten percent (10%) of the amount then remaining in the Replacement Reserve account. Any funds remaining in the Replacement Reserve account at the end of the Tax Credit Compliance Period will be distributed according to the priorities identified for Sale/Refinancing proceeds under Paragraph 13 hereof.
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B. **Operating Deficit Guaranty.** Guarantors will provide an Operating Deficit Guaranty in the amount of $600,000 until the Project has maintained a 1.20 annual Debt Service Coverage Ratio for two consecutive years after the third anniversary of the date Stabilized Occupancy is achieved. If at the end of that period the Operating Reserve is not funded at the level specified in Paragraph 10.B above, the Operating Deficit Guaranty will remain in effect until the General Partner causes the Operating Reserve to be funded at the required level in the manner provided in the Limited Partnership Agreement.

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

11. **Limited Partner Expenses**

We will charge the Limited Partnership $52,000 for legal fees and other closing costs inclusive of the NEF tax opinion. We will require an annual asset management fee of $100 per unit increasing at 3% per annum; payments will begin at stabilization. We may require a third party construction inspector to provide monthly reports to us. If a third party construction inspector is needed, the cost will be added to the Project budget.

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

The Limited Partnership Agreement will be prepared by our attorneys using our current model form agreement. The model form contains a variety of key terms that define the rights and obligations of the parties. This document is updated on a periodic basis in response to comments we receive from investors.
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This Letter summarizes the general terms and conditions of our investment which will be further detailed in the Limited Partnership Agreement. If these terms are acceptable to you, please sign and return this Letter to:

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

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

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

As next steps, we will perform a site visit and conduct document review and other due diligence activities to verify the information that has been provided and will be provided and the assumptions contained in the Projections. Our ability to recommend this proposed investment for final internal approval will depend upon a satisfactory outcome to these due diligence activities. Final internal approval requires action by our Investment Review Committee. If the committee grants approval, we will prepare the Limited Partnership Agreement and discuss with you and your attorneys all closing documentation and checklist items. This Investment Review Committee must approve this investment and the closing must occur by the date shown in Paragraph 5 above. We
reserve the right to terminate this Letter if we determine that any of the conditions described in this paragraph have not or will not be met in a timely manner.

Upon receipt of this Letter executed by you, NEF will continue its due diligence on the Project investment. At your request, we may engage outside counsel to draft documents and conduct legal reviews prior to approval of this transaction by our Investment Review Committee, on the condition that you assume responsibility for payment of our legal fees if the transaction is not approved or does not close due to a change of assumptions incorporated in the Projections or other reasons outside of NEF’s control.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]
We look forward to working with you and your organization on this important affordable housing project in your community.

Sincerely,

NATIONAL EQUITY FUND, INC.

Jason Aldridge, Vice President

Accepted:

By: __________________________
DATE: 5/10/18
February 15, 2018

Les Kilday
1717 St. James Place, Suite 150
Houston, TX 77056

RE: Conditional Grant Commitment
TDHCA Application no. 18306
Campanile on Commerce

Dear Mr. Kilday:

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:** Campanile on Commerce LP

2. **TOTAL GRANT AMOUNT:** $500

3. **COMMITTMENT 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.
Should you have any questions, please do not hesitate to call.

CITY OF HOUSTON
HOUSING & COMMUNITY DEVELOPMENT DEPARTMENT

By: [Signature]
Ray Miller, Executive Staff Analyst

ACCEPTED AND AGREED:

Campanile on Commerce LP

By: [Signature] Date: 2/19/18
Name: Les Kilday
Title: Member
February 28, 2018

Campanile on Commerce LP
1717 St. James Place, Suite 150
Houston, TX 77056

Re: Campanile on Commerce

Attention: Mr. Les Kilday

In response to your request for financing for your proposed development, Campanile on Commerce ("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 an outline of terms only. This letter does not represent a commitment by the City or create any obligation whatsoever on the City's part as it has not received approval by city council.

ADDRESS: 2800 Commerce Street, Houston, TX 77003

PURPOSE: To provide permanent term gap financing towards the new construction of a 120-unit affordable housing development for seniors

AMOUNT: The loan requested is $3,500,000

LOAN TERM: The loan term will be for a 20-year period that will include a 24-month construction period

PAYMENT TERMS: The loan will be payable with non-amortizing interest only payments to commence 24 months after closing, subject to available cash flow

LOAN RATE: The rate will be equal to 1.0%

The City will close the Request for Proposals for its multifamily program on March 30, 2018 and will make its recommendations of awards by April 30, 2018. Afterwards, the recommended applications will be underwritten and submitted for city council approval. The City is aware the applicant's TDHCA Housing Tax Credit application has elected to close its financing by no later than October 30, 2018.

Sincerely,

Ray S. Miller
Executive Staff Analyst
CAMPANILE ON COMMERCE
TDHCA # 18306

Tab 36
Sponsor Characteristics
Pursuant to §11.9(b)(2) of the Qualified Allocation Plan, an Application may qualify to receive up to two (2) points provided the ownership structure meets one of the following requirements in parts 1 OR 2 below;

1. Application is attempting to score as a Qualified Nonprofit or certified HUB with ownership interest and material participation and meets the criteria below:
   - [ ] No  If attempting to score as a Qualified Nonprofit, Application is applying under the Nonprofit Set-Aside
   - [X] Yes  If attempting to score as a certified HUB, evidence of the HUB’s existence from the Texas Comptroller of Accounts is provided behind this Tab
   - [X] Yes  The Qualified Nonprofit or certified HUB has some combination of ownership interest, cash flow from operations, and developer fee which taken together equal at least 50% and no less than 5% for any category.
     - Ownership Interest: 40.000%
     - Cash flow from operations: 5.000%
     - Developer Fee: 5.000%
     - Total: 50.00%
   - [ ] Yes  The Qualified Nonprofit or certified HUB will materially participate in the Development and the operation of the Development throughout the Compliance Period. A detailed narrative describing how that material participation will be achieved is included.
   - [ ] Yes  The Qualified Nonprofit or certified HUB has experience directly related to the housing industry. Mark all that apply and provide a detailed narrative describing experience in each category:
     - Property Management
     - Construction
     - [X] Development
     - [X] Financing
     - [ ] Compliance
   - [X] No Principals of the Qualified Nonprofit or HUB are related Parties to any other Principals of the Applicant or Developer.
   - [X] Evidence of experience in the housing industry and a statement regarding material participation are provided behind this tab.

   Points Claimed: 2

2. Application is attempting to score as a participating Nonprofit or certified HUB and meets the criteria below:
   - [ ] A certified HUB will participate in Development Services or provide onsite tenant services, and evidence of the HUB’s existence from the Texas Comptroller of Accounts is provided behind this Tab.
   - [ ] A Nonprofit will participate in Development Services or provide onsite tenant services, and evidence from a state or federal source of the organization’s nonprofit status is provided behind this Tab.
   - [ ] No Principals of the HUB or Nonprofit are related Parties to any other Principal of the Applicant or Developer.
   - [ ] Evidence of experience in the provision of Development Services or in the provision of on-site tenant services as well as a detailed narrative describing how the HUB or Nonprofit will provide such services must be included behind this tab.

   Points Claimed: 0

   Total Points Claimed: 2
The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority-, woman- and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at https://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp. Provided that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the HUB Program in writing of any changes affecting your company’s compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. Note: Any changes made to your company’s information may require the HUB Program to re-evaluate your company’s eligibility.

Please visit our website at http://comptroller.texas.gov/procurement/prog/hub/ and reference our publications (i.e. Grow Your Business pamphlet, HUB Brochure and Vendor Guide) providing addition information on state procurement resources that can increase your company's chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Texas Historically Underutilized Business (HUB) Certificate

Certificate/VID Number: 1743236236000
File/Vendor Number: 499969
Approval Date: 1/10/2017
Scheduled Expiration Date: 1/10/2021

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

T.A. SHELL GROUP, LLC

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 1/13/2017, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business’ application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Bobby Pounds, Interim Director
Statewide Support Services Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (https://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.
As the Managing Member of T. A. Shell Group, LLC, Teresa Shell brings more than 20 years of affordable housing industry experience to the development. Ms. Shell has spent her career predominantly on the investment side of the affordable housing industry which allows her to advise clients on strategies to deliver optimal results. She is also a commercial real estate broker and is active in the commercial real estate industry and in site selection for her affordable housing developer clients.

T. A. Shell Group, LLC, the Historically Underutilized Business (HUB) partner and 40% member of the General Partner of the Applicant, will materially participate in the development and operation of the property in the following manner:

1. APPLICATION
   a. The development site review and location
   b. The LIHTC application input and review
   c. Development and Operating Pro Formas, providing input and review
   d. Response and content participation of ongoing application items
   e. Input on debt and equity structure

2. CONSTRUCTION
   a. Participation with Management Agent on preparation and lease up feedback
   b. Review and provide feedback on plans and specs
   c. Periodic on-site inspections during construction

3. OPERATIONS
   a. Review of monthly operating and leasing data and provide feedback
   b. Asset and Management Review participation
   c. Participation and review on TDHCA compliance reviews, equity partner compliance and physical inspections of the property
   d. Input and review of annual budget and audit
   e. Partner meeting agenda review and participation
   f. Periodic site visits and input

4. PARTNERSHIP RESPONSIBILITIES
   a. Assist in identifying and responding to structural, community and operational issues
   b. General asset oversight participation

In addition to the above involvement, T. A. Shell Group, LLC, will work closely with the management company, overseeing lease-up activities. T. A. Shell Group, LLC will also physically visit the development frequently during lease up (monthly) to review rent rolls and if necessary participate in marketing activities. T. A. Shell Group, LLC will be at the site no less than six times a year after stabilization, and more frequently if necessary.
CAMPANILE ON COMMERCE
TDHCA # 18306

Tab 37
Org Charts
Owner and Developer Organization Charts

Applicants should note that subsequent changes to the Development Ownership structure presented in this section will require the written consent of the Department.

Pursuant to §10.204(13)(A) of the Uniform Multifamily Rules, submit three separate charts. One showing the complete organizational structure of each of the following entities: Development Owner, Developer, and Guarantor.

The organization charts must include:

- 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.

Note that the percentage refers to the entity to which the Person is directly connected, not to the whole Development Owner.

If a revised chart is submitted, include date of submission!
Organizational Chart
Campanile on Commerce

Owner Chart

Limited Partnership
Campanile on Commerce
LP

0.01%
General Partner
Campanile on Commerce
GP LLC

40%
T.A. Shell Group, LLC

Member(s)
Teresa Shell 100%

39.6%
Kilday Operating LLC

Member(s)
R.R. Kilday 51%
Dianne Kilday 49%

99.99%
Syndicator
Hudson Housing Capital

20.4%
LPKilday LLC

Member(s)
Les Kilday 100%
Organizational Chart
Campanile on Commerce

Developer Chart

Limited Partnership
Campanile on Commerce
LP

95%
Kilday Partners LLC

5%
T.A. Shell Group, LLC

Member(s)
- Dianne Kilday 51%
- Les Kilday 34%
- R.R. Kilday 15%

Member(s)
- Teresa Shell 100%
List of Organizations and Principals

Provide the requested information for all partnerships, corporations, limited liability companies, trusts, or any other public or private entity and their Affiliates identified on the Owner and Developer Organization Charts. Organizations that own or control other organizations should also be identified until the only remaining sub-entity would be natural persons. Organizations that are Developers and/or Guarantors must also be listed on this form as must any organization (and natural person whose ownership interest in an applicable entity is direct instead of via membership in an organization) that will receive more than 10% of the developer fee. (Note - Entity Names, Principals, and ownership percentage should coincide with the Owner and Developer Organization Charts)

<table>
<thead>
<tr>
<th>Org. 1</th>
<th>Organization Legal Name: Campanile on Commerce GP LLC</th>
<th>Role/Title: General Partner</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>1717 St. James Place, Suite 150</td>
<td>City: Houston State: TX Zip: 77056</td>
</tr>
<tr>
<td>Name(s) of Entities the Organization Owns or Controls:</td>
<td>Campanile on Commerce GP LLC</td>
<td></td>
</tr>
<tr>
<td>Organization legally formed?</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>Date formed:</td>
<td>NA</td>
<td></td>
</tr>
<tr>
<td>Legal Org is or will be:</td>
<td>Limited Liability Company</td>
<td></td>
</tr>
<tr>
<td>Previous TDHCA Experience?</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>Phone:</td>
<td>(713) 914-9400</td>
<td></td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:les@kildayco.net">les@kildayco.net</a></td>
<td></td>
</tr>
<tr>
<td>Organization is identified on Org. Chart:</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>Ability to exercise Control over the Development?</td>
<td>Yes</td>
<td></td>
</tr>
</tbody>
</table>
| List of Sub-Entities or Principals: | 1. Kilday Operating LLC  
TDHCA Experience: Yes  
2. LP Kilday  
TDHCA Experience: Yes  
3. T.A. Shell Group, LLC  
TDHCA Experience: No  
4.  
TDHCA Experience:  
5.  
TDHCA Experience:  
6.  
TDHCA Experience: |

<table>
<thead>
<tr>
<th>Org. 2</th>
<th>Organization Legal Name: Kilday Operating LLC</th>
<th>Role/Title: Co-General Partner</th>
</tr>
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<tbody>
<tr>
<td>Address:</td>
<td>1717 St. James Place, Suite 150</td>
<td>City: Houston State: TX Zip: 77056</td>
</tr>
<tr>
<td>Name(s) of Entities the Organization Owns or Controls:</td>
<td>Campanile on Commerce GP LLC</td>
<td></td>
</tr>
<tr>
<td>Organization legally formed?</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>Date formed:</td>
<td>2/1/2012</td>
<td></td>
</tr>
<tr>
<td>Legal Org is or will be:</td>
<td>Limited Liability Company</td>
<td></td>
</tr>
<tr>
<td>Previous TDHCA Experience?</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>Phone:</td>
<td>713-914-9400</td>
<td></td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:les@kildayco.net">les@kildayco.net</a></td>
<td></td>
</tr>
<tr>
<td>Organization is identified on Org. Chart:</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>Ability to exercise Control over the Development?</td>
<td>Yes</td>
<td></td>
</tr>
</tbody>
</table>
| List of Sub-Entities or Principals: | 1. R. R. Kilday  
TDHCA Experience: Yes  
2. Dianne Kilday  
TDHCA Experience: Yes  
3.  
TDHCA Experience:  
4.  
TDHCA Experience:  
5.  
TDHCA Experience:  
6.  
TDHCA Experience: |

<table>
<thead>
<tr>
<th>Org. 3</th>
<th>Organization Legal Name: LP Kilday LLC</th>
<th>Role/Title: Co-General Partner</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>1717 St. James Place, Suite 150</td>
<td>City: Houston State: TX Zip: 77056</td>
</tr>
<tr>
<td>Name(s) of Entities the Organization Owns or Controls:</td>
<td>Campanile on Commerce GP LLC</td>
<td></td>
</tr>
<tr>
<td>Organization legally formed?</td>
<td>Yes</td>
<td></td>
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<tr>
<td>Date formed:</td>
<td>2/14/2003</td>
<td></td>
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<tr>
<td>Legal Org is or will be:</td>
<td>Limited Liability Company</td>
<td></td>
</tr>
<tr>
<td>Previous TDHCA Experience?</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>Phone:</td>
<td>713-914-9400</td>
<td></td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:les@kildayco.net">les@kildayco.net</a></td>
<td></td>
</tr>
<tr>
<td>Organization is identified on Org. Chart:</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>Ability to exercise Control over the Development?</td>
<td>Yes</td>
<td></td>
</tr>
</tbody>
</table>
| List of Sub-Entities or Principals: | 1. Les Kilday  
TDHCA Experience: Yes  
2.  
TDHCA Experience:  
3.  
TDHCA Experience:  
4.  
TDHCA Experience:  
5.  
TDHCA Experience:  
6.  
TDHCA Experience: |
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<th>Org.</th>
<th>Organization Legal Name</th>
<th>Role/Title</th>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
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</thead>
<tbody>
<tr>
<td>4</td>
<td>Kilday Partners LLC</td>
<td>Co-Developer</td>
<td>1717 St. James Place, Suite 150</td>
<td>Houston</td>
<td>TX</td>
<td>77056</td>
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<tr>
<td></td>
<td>Name(s) of Entities the Organization Owns or Controls: Campanile on Commerce GP LLC</td>
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<tr>
<td></td>
<td>Organization legally formed? Yes</td>
<td>Date formed: 8/17/2004</td>
<td>Legal Org is or will be: Limited Liability Company</td>
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</tr>
<tr>
<td></td>
<td>Previous TDHCA Experience? Yes</td>
<td>Phone: 713-914-9400</td>
<td>Email: <a href="mailto:les@kidayco.net">les@kidayco.net</a></td>
<td></td>
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</tr>
<tr>
<td></td>
<td>Organization is identified on Org. Chart: Yes</td>
<td>Ability to exercise Control over the Development? Yes</td>
<td></td>
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<tr>
<td></td>
<td>List of Sub-Entities or Principals:</td>
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</tr>
<tr>
<td>1.</td>
<td>R. R. Kilday</td>
<td>TDHCA Experience: Yes</td>
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<tr>
<td>2.</td>
<td>Dianne Kilday</td>
<td>TDHCA Experience: Yes</td>
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<tr>
<td>3.</td>
<td>Les Kilday</td>
<td>TDHCA Experience: Yes</td>
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<tr>
<td>4.</td>
<td>Teresa Shell</td>
<td>TDHCA Experience: No</td>
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<tr>
<td>5.</td>
<td>Dianne Kilday</td>
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<tr>
<td>6.</td>
<td>Les Kilday</td>
<td>TDHCA Experience: Yes</td>
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<thead>
<tr>
<th>Org.</th>
<th>Organization Legal Name</th>
<th>Role/Title</th>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
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<tbody>
<tr>
<td>5</td>
<td>T.A. Shell Group LLC</td>
<td>Co-Developer</td>
<td>120 Joe Wimberley Suite 104</td>
<td>Wimberley</td>
<td>TX</td>
<td>78676</td>
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<tr>
<td></td>
<td>Name(s) of Entities the Organization Owns or Controls: Greens at Mission Bend GP LLC</td>
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<tr>
<td></td>
<td>Organization legally formed? Yes</td>
<td>Date formed: 10/18/2007</td>
<td>Legal Org is or will be: Limited Liability Company</td>
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<tr>
<td></td>
<td>Previous TDHCA Experience? No</td>
<td>Phone: 512-538-5475</td>
<td>Email: <a href="mailto:teresa@tashellgroup.com">teresa@tashellgroup.com</a></td>
<td></td>
<td></td>
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</tr>
<tr>
<td></td>
<td>Organization is identified on Org. Chart: Yes</td>
<td>Ability to exercise Control over the Development? Yes</td>
<td></td>
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<tr>
<td></td>
<td>List of Sub-Entities or Principals:</td>
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</tr>
<tr>
<td>1.</td>
<td>Teresa Shell</td>
<td>TDHCA Experience: No</td>
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<tr>
<td>2.</td>
<td>Dianne Kilday</td>
<td>TDHCA Experience: Yes</td>
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<td>3.</td>
<td>Les Kilday</td>
<td>TDHCA Experience: Yes</td>
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<tr>
<td>4.</td>
<td>Teresa Shell</td>
<td>TDHCA Experience: No</td>
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<td>5.</td>
<td>Dianne Kilday</td>
<td>TDHCA Experience: Yes</td>
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<td>6.</td>
<td>Les Kilday</td>
<td>TDHCA Experience: Yes</td>
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</table>
CAMPANILE ON COMMERCE
TDHCA # 18306

Tab 39
Previous Participation
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>
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</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>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>CSBG</td>
<td>ESG</td>
<td>LIHEAP</td>
<td></td>
</tr>
<tr>
<td>HOME:</td>
<td>CFDC</td>
<td>HBA</td>
<td>PWD</td>
<td>TBRA</td>
</tr>
<tr>
<td></td>
<td>DR</td>
<td>HRA</td>
<td>SFD</td>
<td></td>
</tr>
<tr>
<td>HTF/OCI:</td>
<td>AYBR</td>
<td>Bootstrap</td>
<td>CFDC</td>
<td>Self-Help</td>
</tr>
<tr>
<td>Other:</td>
<td></td>
<td></td>
<td></td>
<td>NSP</td>
</tr>
</tbody>
</table>
Previous Participation Form

Person/Role: Campanile on Commerce GP LLC / General Partner
Email Address: les@kildayco.net
City & State of Home Addr: Houston, Texas
Applicant Legal Name: Campanile on Commerce LP

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, RHD), and BOND) that you have controlled at any time.

By selecting this box I certify that I have no prior experience with any TDHCA administered affordable rental program.

<table>
<thead>
<tr>
<th>TDHCA ID#</th>
<th>Property Name</th>
<th>Property City</th>
<th>Program</th>
<th>Control began (mm/yy)</th>
<th>Control End (mm/yy)</th>
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<tbody>
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Person/Role: Kilday Operating LLC / Co-General Partner
Email Address: dick@kildayco.net
City & State of Home Addr: Houston, Texas
Applicant Legal Name: Campanile on Commerce LP

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Person/Role: Dianne Kilday / Member of General Partner and Developer

Email Address: dick@kildayco.net

City & State of Home Addr: Houston, Texas

Applicant Legal Name: Campanile on Commerce LP

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</table>
Person/Role: Teresa Shell / Member of Co-Developer and Co-Owner
Email Address: teresa@tashellgroup.com
City & State of Home Addr: Wimberley, TX
Applicant Legal Name: Campanile on Commerce LP

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CAMPANILE ON COMMERCE
TDHCA # 18306

Tab 40
Nonprofit Participation

NOT APPLICABLE
Nonprofit Participation

# Nonprofit Set-Aside (Competitive HTC Applications Only)

**Qualification:** Must meet the definition of a Qualified Nonprofit Development pursuant to §10.3(a)(102) of the Uniform Multifamily Rules, §42(h)(5) of the code, and the requirements of §11.5(1) of the Qualified Allocation Plan.

**Documentation:** Eligibility will be confirmed based upon completion of the Nonprofit Participation and Additional Nonprofit Documentation requirements in this section.

- By selecting this box the Applicant affirms the election to be included in the Nonprofit Set-Aside and certifies that they expect to receive a benefit in the allocation of tax credits as a result of being affiliated with a nonprofit.

- By selecting this box the Applicant affirms the election to be excluded from the Nonprofit Set-Aside and certifies that they do not expect to receive a benefit in the allocation of tax credits as a result of being affiliated with a nonprofit.

**Nonprofit Information (ALL Applications)**

Only nonprofit organizations will complete this section. All nonprofit Applicants or Principals must complete this form without regard to their level of ownership or the set-aside under which the Application was made.

- Organization Name: 

- Is the Organization a 501(c)(3) or (4) as of the beginning of the Application Acceptance Period? 

- If no to the question above, what is its current legal status? 

- If "Other" please specify: 

- Date of legal formation of Nonprofit Organization: 

1) Is Applicant comprised of a joint venture between a Nonprofit and for-profit entity? 

   - If "Yes", will this nonprofit organization Control the Applicant? 

   - What is the ownership percentage of this nonprofit organization? 

2) Describe the nonprofit’s participation: 

3) Describe the nonprofit’s participation in the operation of the Development throughout the Compliance and/or extended use period: 

4) Will the nonprofit receive part of the development fees paid in connection with the development? 

   - If "Yes," explain: 

**NOT APPLICABLE**
### LIST OF THE NONPROFIT ORGANIZATION’S BOARD MEMBERS, DIRECTORS AND OFFICERS

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<tr>
<th>Name</th>
<th>Title</th>
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CAMPANILE ON COMMERCE
TDHCA # 18306

Tab 41
Nonprofit Support Docs
NOT APPLICABLE
Applications involving a Qualified Nonprofit Organization pursuant to Texas Government Code, §2306.6706 that have a 501(c)(3) or 501(c)(4) designation at the time of Application and competitive 9% HTC Applications electing to compete under the Nonprofit Set-aside must provide the following documentation behind this tab:

- [ ] IRS determination letter
- [ ] Third Party legal opinion (not applicable to Tax-Exempt Bond Developments)
- [ ] The Nonprofit's most recent financial statement as prepared by a Certified Public Accountant (not applicable to Tax-Exempt Bond Developments)
- [ ] Certification regarding Board member residence (not applicable to Tax-Exempt Bond Developments)
CAMPANILE ON COMMERCE
TDHCA # 18306

Tab 42
Dev Team
## 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>
</tr>
</thead>
<tbody>
<tr>
<td>Les Kilday</td>
<td>(713) 914-9400</td>
</tr>
<tr>
<td><a href="mailto:les@kildayco.net">les@kildayco.net</a></td>
<td>20-1510007</td>
</tr>
</tbody>
</table>

**Certified Texas HUB?** No

**This is a direct or indirect, financial, or other interest with Applicant or other team members** No

### Housing General Contractor:

<table>
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<tr>
<th>Contact Name</th>
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<td>TBD</td>
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**Certified Texas HUB?**

**This is a direct or indirect, financial, or other interest with Applicant or other team members**

### Infrastructure General Contractor:

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<th>Contact Name</th>
<th>Phone</th>
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<td>same as Housing Genal Contractor</td>
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**Certified Texas HUB?**

**This is a direct or indirect, financial, or other interest with Applicant or other team members**

### Cost Estimator:

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<td>same as Housing General Contractor</td>
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**Certified Texas HUB?**

**This is a direct or indirect, financial, or other interest with Applicant or other team members**

### Architect:

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<tr>
<th>Contact Name</th>
<th>Phone</th>
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<tbody>
<tr>
<td>Mark Mucasey</td>
<td>(713) 521-1233</td>
</tr>
<tr>
<td><a href="mailto:markm@mucaseyarchitects.com">markm@mucaseyarchitects.com</a></td>
<td>76-0302846</td>
</tr>
</tbody>
</table>

**Certified Texas HUB?** No

**This is a direct or indirect, financial, or other interest with Applicant or other team members** No
<table>
<thead>
<tr>
<th>Engineer:</th>
<th>Contact Name</th>
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<tr>
<th>Civil Engineer:</th>
<th>Contact Name</th>
<th>Phone</th>
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<tbody>
<tr>
<td>RG Miller</td>
<td>Bilal Alizai</td>
<td>(281) 921-8757</td>
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<table>
<thead>
<tr>
<th>Market Analyst:</th>
<th>Contact Name</th>
<th>Phone</th>
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<tr>
<td>Apartment Data</td>
<td>Darrell Jack</td>
<td>(210) 530-0040</td>
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<tr>
<th>Appraiser:</th>
<th>Contact Name</th>
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<th>Attorney:</th>
<th>Contact Name</th>
<th>Phone</th>
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<tr>
<td>Coats Rose</td>
<td>Barry Palmer</td>
<td>(713) 653-7395</td>
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<th>Accountant:</th>
<th>Contact Name</th>
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### Property Manager:

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<th>Affiliate of General Contractor</th>
<th>Contact Name</th>
<th>Phone</th>
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Certified Texas HUB?   
This is a direct or indirect, financial, or other interest with Applicant or other team members*

### Originator of Underwriter:

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<th>Contact Name</th>
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This is a direct or indirect, financial, or other interest with Applicant or other team members*

### Bond Issuer:

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Certified Texas HUB?   
This is a direct or indirect, financial, or other interest with Applicant or other team members*

### Syndicator:

<table>
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<tr>
<th>Hudson Housing Capital</th>
<th>Josh Lappen</th>
<th>(212) 218-4446</th>
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Certified Texas HUB?   
This is a direct or indirect, financial, or other interest with Applicant or other team members*

**Yes**

### Supportive Services Provider:

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**Application Consultant:**

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<tr>
<th>BETCO Consulting LLC</th>
<th>Lora Myrick</th>
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<tr>
<td><a href="mailto:lora@betcohousinglab.com">lora@betcohousinglab.com</a></td>
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**ESA Provider:**

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<tr>
<th>Phase Engineering, Inc.</th>
<th>James Dismukes</th>
<th>Phone</th>
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<tr>
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<td>(713) 476-9844</td>
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<tr>
<td><a href="mailto:dismukes@phaseengineering.com">dismukes@phaseengineering.com</a></td>
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CAMPANILE ON COMMERCE
TDHCA # 18306

Tab 43
Architect Certification
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]

February 20, 2018

Date

Mark Mucasey

Printed Name

09420

License Number and State

Mucasey & Associates, Architects

Firm Name (If applicable)
Evidence of Experience Must be Provided Behind this Tab

Pursuant to §10.204(6) of the Uniform Multifamily Rules, a Principal of the Developer, Development Owner, or General Partner must establish that they have experience in the development of 150 units or more.

Evidence of experience behind this tab includes:

- An Experience certificate issued by the Department under the 2014-2018 Uniform Multifamily Rules.
- An Application for experience and supporting documentation in accordance with §10.204(6)(A)(i) through (ix)
- Evidence from the Department that the application for experience was received and is being processed by the Department.

Alternatively, pursuant to §13.5(d)(1) of the Multifamily Direct Loan Rule, Applicants requesting MFDL as the only source of Department funds may meet the Experience Requirement by providing evidence of the successful development and operation for at least 5 years of at least twice as many affordability restricted units as requested in the Application.

Documentation provided behind this tab meets the alternative Experience Requirement in §13.5(d)(1).

DUNS Number and System for Award Management (SAM.gov) registration (Direct Loan Applications Only)

The Office of Management and Budget (OMB) requires grant applicants to provide a Dunn and Bradstreet (D&B) Data Universal Numbering System (DUNS) number when applying for Federal grants, including Direct Loan funds, on or after October 1, 2003. The DUNS number will supplement other identifiers required by statute or regulation, such as tax identification numbers. To apply for a DUNS number applicants can go to the Dunn & Bradstreet website:

http://fedgov.dnb.com/webform

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 28, 2014

Mr. Les Kilday
1717 St. James Place, Suite 150
Houston, Texas 77056

RE: REQUEST FOR EXPERIENCE CERTIFICATE UNDER 2014 UNIFORM MULTIFAMILY RULES

Dear Mr. Kilday:

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,

C/FD

Cameron F. Dorsey
Director of Multifamily Finance
Section 1.

APPLICANT INFORMATION

Name to Appear in the Certification: Les Kilday
Return Certificate C/O: Elena Sanders
Address: 1717 St. James Place, Suite 150
City: Houston State: Texas Zip: 77056
Contact Phone: 713-914-9400 Contact Fax: 
Contact Email: les@kildayco.net

Section 2.
The applicant above certifies to the following (applicant must INITIAL each that applies):

LK The individual to be named on the Experience Certificate will be one of the Principals of the Development Owner, General Partner or Developer of a 2018 application for multifamily funding, including Housing Tax Credits.

LK The individual to be named on the Experience Certificate was a Principal of the Development Owner, General Partner or Developer of the 150 units submitted for experience or had authority equal to that of a Principal per written agreement (agreement must allot said authority directly to the individual).

LK The individual to be named on the Experience Certificate is eligible to be an Applicant.

LK The individual to be named on the Experience Certificate has NOT at any time within the preceding three years been involved with affordable housing in another state in which the Person or Affiliate has been the subject of issued IRS Forms 8823 citing non-compliance that has not been or is not being corrected with reasonable due diligence.

Section 3.
Provide one or more of the following documents verifying the number of units constructed or rehabilitated, that the units were completed and that the individual to be named either WAS a Principal or had the authority of a Principal during the construction or rehabilitation of those units. Mark the checkbox to identify the document(s) provided:

X 2014 through 2017 Experience Certification Letter. (No earlier certifications are acceptable.)

☐ American Institute of Architects (AIA) Document (A102) or (A103) 2007 Standard Form of Agreement between Owner & Contractor

☐ AIA Document G704 -- Certificate of Substantial Construction

☐ AIA Document G702 -- Application and Certificate for Payment

☐ Certificate of Occupancy

☐ IRS Form 8609 (only one for development is required)

☐ HUD Form 9822

☐ Development agreement

☐ Partnership agreement; or

☐ Other documentation satisfactory to the Department verifying that a Principal of the Development Owner, General Partner or Developer has the required experience. If documents are over 30 pages, highlight the relevant information. All documents should serve a purpose. Excess documentation should be avoided.

Remember to attach supplemental information checked above behind this form in order to establish previous experience.
February 28, 2014

Mr. R. Richard Kilday
1717 St. James Place, Suite 150
Houston, Texas 77056

RE: REQUEST FOR EXPERIENCE CERTIFICATE UNDER 2014 UNIFORM MULTIFAMILY RULES

Dear Mr. Kilday:

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,

Cameron F. Dorsey
Director of Multifamily Finance
Section 1.

APPLICANT INFORMATION

<table>
<thead>
<tr>
<th>Name to Appear in the Certification:</th>
<th>R. Richard Kilday</th>
</tr>
</thead>
<tbody>
<tr>
<td>Return Certificate C/O:</td>
<td>Elena Sanders</td>
</tr>
<tr>
<td>Address:</td>
<td>1717 St. James Place, Suite 150</td>
</tr>
<tr>
<td>City:</td>
<td>Houston</td>
</tr>
<tr>
<td>State:</td>
<td>Texas</td>
</tr>
<tr>
<td>Zip:</td>
<td>77056</td>
</tr>
<tr>
<td>Contact Phone:</td>
<td>713-914-9400</td>
</tr>
<tr>
<td>Contact Fax:</td>
<td></td>
</tr>
<tr>
<td>Contact Email:</td>
<td><a href="mailto:dick@kildayco.net">dick@kildayco.net</a></td>
</tr>
</tbody>
</table>

Section 2.

The applicant above certifies to the following (applicant must INITIAL each that applies):

RK  The individual to be named on the Experience Certificate will be one of the Principals of the Development Owner, General Partner or Developer of a 2018 application for multifamily funding, including Housing Tax Credits.

RK  The individual to be named on the Experience Certificate was a Principal of the Development Owner, General Partner or Developer of the 150 units submitted for experience or had authority equal to that of a Principal per written agreement (agreement must allot said authority directly to the individual).

RK  The individual to be named on the Experience Certificate is eligible to be an Applicant.

RK  The individual to be named on the Experience Certificate has NOT at any time within the preceding three years been involved with affordable housing in another state in which the Person or Affiliate has been the subject of issued IRS Forms 8823 citing non-compliance that has not been or is not being corrected with reasonable due diligence.

Section 3.

Provide one or more of the following documents verifying the number of units constructed or rehabilitated, that the units were completed and that the individual to be named either WAS a Principal or had the authority of a Principal during the construction or rehabilitation of those units. Mark the checkbox to identify the document(s) provided:

X  2014 through 2017 Experience Certification Letter. (No earlier certifications are acceptable.)

☐ American Institute of Architects (AIA) Document (A102) or (A103) 2007 Standard Form of Agreement between Owner & Contractor

☐ AIA Document G704 -- Certificate of Substantial Construction

☐ AIA Document G702 -- Application and Certificate for Payment

☐ Certificate of Occupancy

☐ IRS Form 8609 (only one for development is required)

☐ HUD Form 9822

☐ Development agreement

☐ Partnership agreement; or

☐ Other documentation satisfactory to the Department verifying that a Principal of the Development Owner, General Partner or Developer has the required experience. If documents are over 30 pages, highlight the relevant information. All documents should serve a purpose. Excess documentation should be avoided.

Remember to attach supplemental information checked above behind this form in order to establish previous experience.
CAMPANILE ON COMMERCE
TDHCA # 18306

Tab 45
Credit Limit Docs
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).

<table>
<thead>
<tr>
<th>a. Applicant, Developers, Affiliates, and Guarantors - List below all entities or Persons meeting the definition of Applicant, Affiliate, Developer or Guarantor.</th>
<th>b. Person/entity has at least one other application in the current Application Round.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Campanile on Commerce LP</td>
<td>No</td>
</tr>
<tr>
<td>2. Campanile on Commerce GP LLC</td>
<td>No</td>
</tr>
<tr>
<td>3. Kilday Operating LLC</td>
<td>Yes</td>
</tr>
<tr>
<td>4. LP Kilday LLC</td>
<td>Yes</td>
</tr>
<tr>
<td>5. Kilday Partners LLC</td>
<td>Yes</td>
</tr>
<tr>
<td>6. T.A. Shell Group, LLC</td>
<td>Yes</td>
</tr>
<tr>
<td>7. R.R. Kilday</td>
<td>Yes</td>
</tr>
<tr>
<td>8. Dianne Kilday</td>
<td>Yes</td>
</tr>
<tr>
<td>9. Les Kilday</td>
<td>Yes</td>
</tr>
<tr>
<td>10. Teresa Shell</td>
<td>Yes</td>
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<td>11.</td>
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</table>

Individually, or as the General Partner(s) of officer(s) of the Applicant entity, I (we) certify that we are submitting behind this tab one signed Credit Limit Certification form for each person and/or entity that answered "Yes" to Part I b. above.

By: [Signature of Applicant]  2/22/18  Its: [Member]
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: Kilday Operating LLC

Which is: □ the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
X a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
□ a Developer for the Applicant for this specific Application
□ an Affiliate to the Applicant
□ a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

<table>
<thead>
<tr>
<th>Development Name</th>
<th>Region</th>
<th>City:</th>
<th>% Ownership</th>
<th>% of Dev. Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Greens at Mission Bend</td>
<td>6</td>
<td>Houston (ETJ) / Mission Bend CDP</td>
<td>39.60%</td>
<td>0.00%</td>
</tr>
<tr>
<td>Campanile on Commerce</td>
<td>6</td>
<td>Houston</td>
<td>39.60%</td>
<td>0.00%</td>
</tr>
</tbody>
</table>

I acknowledge that Kilday is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

I hereby certify that the foregoing is a complete list of Developments with respect to which I am seeking a current allocation of tax credit authority from the Department. I certify that, if the Department makes a recommendation to the Board or issues a commitment which may cause Applications for which I am the Applicant, the Developer, Affiliate or Guarantor, to receive credits in excess of $3 million, I will notify the Department in writing within three business days of the recommendation or issuance of the Commitment.

I acknowledge that if the Department determines that an Applicant, Developer, Affiliate or Guarantor, has received (in the aggregate) allocations in the current Application Round from the Department exceeding $3 million, the Department must refuse to issue one or more Commitments or Carryover Allocations, or must terminate one or more Commitments or Carryover Allocations.

Under penalty of perjury, I certify that the information and these statements are true, complete, and accurate:

By: Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)

Kilday Operating LLC

Printed Name

Date 2/10/2018
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: LPKilday LLC

Which is:  
- [ ] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
- [x] a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
- [ ] a Developer for the Applicant for this specific Application
- [ ] an Affiliate to the Applicant
- [ ] a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

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<th>City</th>
<th>% Ownership</th>
<th>% of Dev. Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Greens at Mission Bend</td>
<td>6</td>
<td>Houston (ETJ) / Mission Bend CDF</td>
<td>20.40%</td>
<td>0.00%</td>
</tr>
<tr>
<td>Campanile on Commerce</td>
<td>6</td>
<td>Houston</td>
<td>20.40%</td>
<td>0.00%</td>
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</tbody>
</table>

I acknowledge that [Les Kilday] is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

I hereby certify that the foregoing is a complete list of Developments with respect to which I am seeking a current allocation of tax credit authority from the Department. I certify that, if the Department makes a recommendation to the Board or issues a commitment which may cause Applications for which I am the Applicant, the Developer, Affiliate or Guarantor, to receive credits in excess of $3 million, I will notify the Department in writing within three business days of the recommendation or issuance of the Commitment.

I acknowledge that if the Department determines that an Applicant, Developer, Affiliate or Guarantor, has received (in the aggregate) allocations in the current Application Round from the Department exceeding $3 million, the Department must refuse to issue one or more Commitments or Carryover Allocations, or must terminate one or more Commitments or Carryover Allocations.

Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: [Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)]  
LPKilday LLC  
Date: 2/20/16
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: Kilday Partners LLC

Which is:

☐ the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)

☐ a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant

X ☐ a Developer for the Applicant for this specific Application

☐ an Affiliate to the Applicant

☐ a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

<table>
<thead>
<tr>
<th>Development Name</th>
<th>Region</th>
<th>City:</th>
<th>% Ownership</th>
<th>% of Dev. Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Greens at Mission Bend</td>
<td>6</td>
<td>Houston (Trinidad) / Mission Bend CDP</td>
<td>0.00%</td>
<td>95.00%</td>
</tr>
<tr>
<td>Campanile on Commerce</td>
<td>6</td>
<td>Houston</td>
<td>0.00%</td>
<td>95.00%</td>
</tr>
</tbody>
</table>

I acknowledge that Les Kilday is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

I hereby certify that the foregoing is a complete list of Developments with respect to which I am seeking a current allocation of tax credit authority from the Department. I certify that, if the Department makes a recommendation to the Board or issues a commitment which may cause Applications for which I am the Applicant, the Developer, Affiliate or Guarantor, to receive credits in excess of $3 million, I will notify the Department in writing within three business days of the recommendation or issuance of the Commitment.

I acknowledge that if the Department determines that an Applicant, Developer, Affiliate or Guarantor, has received (in the aggregate) allocations in the current Application Round from the Department exceeding $3 million, the Department must refuse to issue one or more Commitments or Carryover Allocations, or must terminate one or more Commitments or Carryover Allocations.

Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: [Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)]

Kilday Partners LLC

Printed Name

Date: 2/20/18
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: T. A. Shell Group, LLC

Which is:  
- [ ] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)  
- [X] a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant  
- [X] a Developer for the Applicant for this specific Application  
- [ ] an Affiliate to the Applicant  
- [ ] a Guarantor on the Application  

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round:

<table>
<thead>
<tr>
<th>Development Name</th>
<th>Region</th>
<th>City:</th>
<th>% Ownership</th>
<th>% of Dev. Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Greens at Mission Bend</td>
<td>6</td>
<td>Houston (ETJ) / Mission Bend CDP</td>
<td>40.00%</td>
<td>5.00%</td>
</tr>
<tr>
<td>Campanile on Commerce</td>
<td>6</td>
<td>Houston</td>
<td>40.00%</td>
<td>5.00%</td>
</tr>
</tbody>
</table>

I acknowledge that [Les Kilday] is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

I hereby certify that the foregoing is a complete list of Developments with respect to which I am seeking a current allocation of tax credit authority from the Department. I certify that, if the Department makes a recommendation to the Board or issues a commitment which may cause Applications for which I am the Applicant, the Developer, Affiliate or Guarantor, to receive credits in excess of $3 million, I will notify the Department in writing within three business days of the recommendation or issuance of the Commitment.

I acknowledge that if the Department determines that an Applicant, Developer, Affiliate or Guarantor, has received (in the aggregate) allocations in the current Application Round from the Department exceeding $3 million, the Department must refuse to issue one or more Commitments or Carryover Allocations, or must terminate one or more Commitments or Carryover Allocations.

Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: [Signature] T. A. Shell Group, LLC  
Printed Name:  
Date: 2-23-18
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: R. R. Kilday

Which is: 
☐ the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
☐ a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
☒ a Developer for the Applicant for this specific Application
☒ an Affiliate to the Applicant
☒ a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

<table>
<thead>
<tr>
<th>Development Name:</th>
<th>Region:</th>
<th>City:</th>
<th>% Ownership:</th>
<th>% of Dev. Fee:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Greens at Mission Bend</td>
<td>6</td>
<td>Houston (ETJ) / Mission Bend CDP</td>
<td>20.20%</td>
<td>14.25%</td>
</tr>
<tr>
<td>Campanile on Commerce</td>
<td>6</td>
<td>Houston</td>
<td>20.20%</td>
<td>14.25%</td>
</tr>
</tbody>
</table>

I acknowledge that ___________________________ is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

I hereby certify that the foregoing is a complete list of Developments with respect to which I am seeking a current allocation of tax credit authority from the Department. I certify that, if the Department makes a recommendation to the Board or issues a commitment which may cause Applications for which I am the Applicant, the Developer, Affiliate or Guarantor, to receive credits in excess of $3 million, I will notify the Department in writing within three business days of the recommendation or issuance of the Commitment.

I acknowledge that if the Department determines that an Applicant, Developer, Affiliate or Guarantor, has received (in the aggregate) allocations in the current Application Round from the Department exceeding $3 million, the Department must refuse to issue one or more Commitments or Carryover Allocations, or must terminate one or more Commitments or Carryover Allocations.

Under penalty of perjury, certify that this information and these statements are true, complete, and accurate:

By: ___________________________ R. R. Kilday
Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate) Printed Name

Date: 2/20/2018
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: Dianne Kilday

Which is: □ the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
□ a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
X a Developer for the Applicant for this specific Application
X an Affiliate to the Applicant
□ a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

<table>
<thead>
<tr>
<th>Development Name</th>
<th>Region</th>
<th>City: Houston (ETJ) / Mission Bend CDP</th>
<th>% Ownership: 19.40%</th>
<th>% of Dev. Fee: 48.45%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Greens at Mission Bend</td>
<td>6</td>
<td>Houston (ETJ) / Mission Bend CDP</td>
<td>19.40%</td>
<td>48.45%</td>
</tr>
<tr>
<td>Campanile on Commerce</td>
<td>6</td>
<td>Houston</td>
<td>19.40%</td>
<td>48.45%</td>
</tr>
</tbody>
</table>

I acknowledge that Dianne Kilday is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

I hereby certify that the foregoing is a complete list of Developments with respect to which I am seeking a current allocation of tax credit authority from the Department. I certify that, if the Department makes a recommendation to the Board or issues a commitment which may cause Applications for which I am the Applicant, the Developer, Affiliate or Guarantor, to receive credits in excess of $3 million, I will notify the Department in writing within three business days of the recommendation or issuance of the Commitment.

I acknowledge that if the Department determines that an Applicant, Developer, Affiliate or Guarantor, has received (in the aggregate) allocations in the current Application Round from the Department exceeding $3 million, the Department must refuse to issue one or more Commitments or Carryover Allocations, or must terminate one or more Commitments or Carryover Allocations.

Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: Dianne Kilday
Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)

Printed Name: Dianne Kilday
Date: 3/20/2018
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: Les Kilday

Which is:  
- [ ] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)  
- [ ] a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant  
- [X] a Developer for the Applicant for this specific Application  
- [X] an Affiliate to the Applicant  
- [X] a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

<table>
<thead>
<tr>
<th>Development Name</th>
<th>Region</th>
<th>City</th>
<th>% Ownership</th>
<th>% of Dev. Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Greens at Mission Bend</td>
<td>6</td>
<td>Houston (ETJ) / Mission Bend CDP</td>
<td>20.40%</td>
<td>32.30%</td>
</tr>
<tr>
<td>Campanile on Commerce</td>
<td>6</td>
<td>Houston</td>
<td>20.40%</td>
<td>32.30%</td>
</tr>
<tr>
<td></td>
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<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

I acknowledge that Les Kilday is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

I hereby certify that the foregoing is a complete list of Developments with respect to which I am seeking a current allocation of tax credit authority from the Department. I certify that, if the Department makes a recommendation to the Board or issues a commitment which may cause Applications for which I am the Applicant, the Developer, Affiliate or Guarantor, to receive credits in excess of $3 million, I will notify the Department in writing within three business days of the recommendation or issuance of the Commitment.

I acknowledge that if the Department determines that an Applicant, Developer, Affiliate or Guarantor, has received (in the aggregate) allocations in the current Application Round from the Department exceeding $3 million, the Department must refuse to issue one or more Commitments or Carryover Allocations, or must terminate one or more Commitments or Carryover Allocations.

Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: [Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)]  
Les Kilday (Printed Name)  
2/20/15 (Date)
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered “Yes” to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: 

Teresa Shell

Which is: 

☐ the Applicant (Entity that generally manages or controls the “Applicant,” i.e. General Partner, Managing Partner, etc.)

☒ a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant

☒ a Developer for the Applicant for this specific Application

☐ an Affiliate to the Applicant

☐ a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

<table>
<thead>
<tr>
<th>Development Name</th>
<th>Region</th>
<th>City:</th>
<th>% Ownership</th>
<th>% of Dev. Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Greens at Mission Bend</td>
<td>6</td>
<td>Houston (ETJ) / Mission Bend CDP</td>
<td>40.00%</td>
<td>5.00%</td>
</tr>
<tr>
<td>Campanile on Commerce</td>
<td>6</td>
<td>Houston</td>
<td>40.00%</td>
<td>5.00%</td>
</tr>
</tbody>
</table>

I acknowledge that Les Kidd is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

I hereby certify that the foregoing is a complete list of Developments with respect to which I am seeking a current allocation of tax credit authority from the Department. I certify that, if the Department makes a recommendation to the Board or issues a commitment which may cause Applications for which I am the Applicant, the Developer, Affiliate or Guarantor, to receive credits in excess of $3 million, I will notify the Department in writing within three business days of the recommendation or issuance of the Commitment.

I acknowledge that if the Department determines that an Applicant, Developer, Affiliate or Guarantor, has received (in the aggregate) allocations in the current Application Round from the Department exceeding $3 million, the Department must refuse to issue one or more Commitments or Carryover Allocations, or must terminate one or more Commitments or Carryover Allocations.

Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: 

Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate) 

Teresa Shell

Printed Name

Date: 7-23-18
CAMPANILE ON COMMERCE
TDHCA # 18306

Tab 46
Community Input
### Community Input Scoring Items

<table>
<thead>
<tr>
<th>TDHCA#: 18306</th>
</tr>
</thead>
</table>

1. **Local Government Support - §11.9(d)(1)**

- Resolution(s) of either "no objection" or "support" is included behind this tab.**
  ** Note that resolutions are due March 1, 2018

2. **Community Support from State Representative - §11.9(d)(5)**

- Letter of either "support" or "opposition" is included behind this tab.**
  ** Note that letters are due March 1, 2018

3. **Input from Community Organizations - §11.9(d)(6)**

- Applicant has included one or more letters of support or opposition behind this tab.

List information for each of the letters below:

<table>
<thead>
<tr>
<th>Community Organization</th>
<th>Support</th>
<th>Opposition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Greater East End Management District</td>
<td>-</td>
<td>X Support</td>
</tr>
<tr>
<td>Patrick Ezzell</td>
<td>Contact Name</td>
<td></td>
</tr>
<tr>
<td>Goodwill Industries of Houston</td>
<td>X Support</td>
<td>-</td>
</tr>
<tr>
<td>Alma Dulduloa-Ybarra</td>
<td>Contact Name</td>
<td></td>
</tr>
<tr>
<td>Interfaith Ministries for Greater Houston</td>
<td>X Support</td>
<td>-</td>
</tr>
<tr>
<td>Martin B. Cominsky</td>
<td>Contact Name</td>
<td></td>
</tr>
<tr>
<td>-</td>
<td>Support</td>
<td>Opposition</td>
</tr>
<tr>
<td>-</td>
<td>Support</td>
<td>Opposition</td>
</tr>
<tr>
<td>-</td>
<td>Support</td>
<td>Opposition</td>
</tr>
<tr>
<td>-</td>
<td>Support</td>
<td>Opposition</td>
</tr>
<tr>
<td>-</td>
<td>Support</td>
<td>Opposition</td>
</tr>
</tbody>
</table>
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>
<thead>
<tr>
<th>AVE</th>
<th>NO</th>
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<tbody>
<tr>
<td></td>
<td></td>
<td>MAYOR TURNER</td>
</tr>
<tr>
<td></td>
<td></td>
<td>COUNCIL MEMBERS</td>
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<tr>
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<td>STARDIG</td>
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<td>DAVIS</td>
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<td>COHEN</td>
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<td>BOYKINS</td>
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<td>MARTIN</td>
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<td>LE</td>
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<td>TRAVIS</td>
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<td>CISNEROS</td>
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<td>GALLEGOS</td>
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<td>LASTER</td>
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<td>KNOX</td>
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<td>ROBINSON</td>
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<td>KUBOSH</td>
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<td>EDWARDS</td>
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<td></td>
<td></td>
<td>CHRISTIE</td>
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</tbody>
</table>

CAPTION PUBLISHED IN DAILY COURT REVIEW
DATE: 02/20/2018
<table>
<thead>
<tr>
<th>Applicant Name</th>
<th>Project Name</th>
<th>Project Address</th>
<th>CRP Area</th>
<th>TDHCA Number</th>
</tr>
</thead>
<tbody>
<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>
</tr>
<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>
</tr>
<tr>
<td>2222 Cleburne LP</td>
<td>2222 Cleburne</td>
<td>2222 Cleburne</td>
<td>OST/Almeda TIRZ</td>
<td>18243</td>
</tr>
<tr>
<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>
<td>18701</td>
</tr>
<tr>
<td>Campanile on Commerce LP</td>
<td>Campanile on Commerce</td>
<td>2800 Commerce St</td>
<td>Harrisburg TIRZ</td>
<td>18306</td>
</tr>
<tr>
<td>BAH Lancaster Senior Village, Ltd.</td>
<td>Lancaster Senior Village</td>
<td>Near 7409 Belfort/NW corner of intersection of Belfort and Telephone Rd</td>
<td>Gulfgate TIRZ</td>
<td>18138</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)
# 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>The approximate 3300 block of West Gulf Bank, north of West Gulf Bank</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>2222 Cleburne LP</td>
<td>2222 Cleburne</td>
<td>2222 Cleburne</td>
<td>18243</td>
</tr>
<tr>
<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>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>SWC 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 Drive</td>
<td>18397</td>
</tr>
</tbody>
</table>
February 16, 2018

Chairman J. B. Goodwin  
Texas Department of Housing and Community Affairs  
TDHCA HTC Program  
P.O. Box 13941  
Austin, TX 78711-3941

Re: Support for Campanile on Commerce – TDHCA #18306

Dear Chairman Goodwin,

I received the Public Notification for Campanile on Commerce, located in Houston, Texas and the 145th district, which I represent.

I am pleased to lend my support to this Development which will serve the elderly constituents in my District.

Sincerely,

Carol Alvarado  
State Representative, District 145

Cc: Les Kilday, Kilday Operating LLC, via email at les@kildayco.net
February 21, 2018

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

Re: Letter of Support, Campanile on Commerce, TDHCA # 18306

Dear Mr. Irvine:

Goodwill Houston is sending a letter of support for the Campanile on Commerce elderly housing development, TDHCA application # 18306, located at 2800 Commerce St. in Houston, Harris County. This application has been submitted to the Texas Department of Housing and Community Affairs by Campanile on Commerce LP. There is a growing need for quality, safe and affordable housing for seniors in the Second Ward area and Campanile on Commerce will help fulfill this need in the area that we serve in.

Goodwill Industries of Houston is a 501(c)3 community organization that provides the greater Houston area with employment services, including assessment, individual development plans, work readiness training, job placement, and retention services for individuals with disabilities and barriers to employment. We serve veterans, youth, senior citizens, re-entry participants, the general public, and persons with disabilities.

Thank you for your consideration and support.

Truly,

Alma Duldua-Ybarra, MBA
Director of Workforce Development

* Life Member
** Executive Committee Member
*** Advisory Director
### Exempt Organizations Select Check

**Organizations Eligible to Receive Tax-Deductible Charitable Contributions (Pub. 78 data) - Search Results**

The following list includes tax-exempt organizations that are eligible to receive tax-deductible charitable contributions. Click on the "Deductibility Status" column for an explanation of limitations on the deductibility of contributions made to different types of tax-exempt organizations.

Results are sorted by EIN. To sort results by another category, click on the icon next to the column heading for that category. Clicking on that icon a second time will reverse the sort order. Click on a column heading for an explanation of information in that column.

<table>
<thead>
<tr>
<th>EIN</th>
<th>Legal Name (Doing Business As)</th>
<th>City</th>
<th>State</th>
<th>Country</th>
<th>Deductibility Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>74-1285095</td>
<td>Goodwill Industries of Houston</td>
<td>Houston</td>
<td>TX</td>
<td>United States</td>
<td>PC</td>
</tr>
</tbody>
</table>

[Return to Search](#)
February 26, 2018

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

Re: Letter of support, Campanile on Commerce, TDHCA # 18306

Dear Mr. Irvine:

The purpose of this letter is to express support for the Campanile on Commerce elderly housing development, TDHCA application # 18306, located at 2800 Commerce St. in Houston, Harris County. This application has been submitted to the Texas Department of Housing and Community Affairs by Campanile on Commerce LP.

There is a growing need for quality, safe, and affordable housing for seniors in the Second Ward area and Campanile on Commerce will help fulfill this need. The central location of this residential facility will make access to parks, art facilities, city and county offices very convenient.

As Texas’ largest Meals on Wheels provider, we welcome this new development near downtown Houston. We look forward to the potential opportunity of serving eligible residents, age 60 or older or those with disabilities, a hot nutritious lunch and other services.

We wish the Campanile on Commerce LP success in their development plans.

Sincerely,

[Signature]

Martin B. Cominsky
President and CEO
INTERFAITH MINISTRIES FOR GREATER HOUSTON  
3303 MAIN ST  
HOUSTON, TX 77002-9322

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.
February 28, 2018

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

Re: Letter of support, Campanile on Commerce, TDHCA # 18306

Dear Mr. Irvine:

The purpose of this letter is to express support for the Campanile on Commerce elderly housing development, TDHCA application # 18306, located at 2800 Commerce St. in Houston, Harris County. This application has been submitted to the Texas Department of Housing and Community Affairs by Campanile on Commerce LP.

There is a growing need for quality, safe and affordable housing for seniors in the Second Ward area and Campanile on Commerce will help fulfill this need.

BakerRipley is the largest charitable organization in Texas and hosts a network of over 70 services sites that help more than half a million people each year. We fulfill our mission to bring resources, education, and connections by working with our neighbors side by side. What makes Houston so great is our vibrant and dynamic neighborhoods – the true engines of any metro. We believe that neighborhoods are the bridges between individuals and the regional economy. When we strengthen underserved neighborhoods, we can see how the quality of life is raised for everyone not just in that community, but the entire region.

Sincerely,

Claudia Aguirre
BakerRipley
President & CEO
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

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.

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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.
February 13, 2018

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

Re: Letter of support, Campanile on Commerce, TDHCA # 18306

Dear Mr. Irvine:

The purpose of this letter is to express support for the Campanile on Commerce elderly housing development, TDHCA application # 18306, located at 2800 Commerce St. in Houston, Harris County. This application has been submitted to the Texas Department of Housing and Community Affairs by Campanile on Commerce LP.

There is a growing need for quality, safe and affordable housing for seniors in the Second Ward area and Campanile on Commerce will help fulfill this need.

The Greater East End Management District was created in 1999 by the 76th Texas legislature as a tool for economic development and revitalization of the area. The District receives assessments from commercial property owners and uses funds for infrastructure improvements, beautification, security and public safety, workforce development, and other programs as designated by its board of directors. All programs and services are developed to:

- Create a safe environment within the District in both perception and reality.
- Enhance the image of the District.
- Improve infrastructure and amenities in the District.
- Attract more business and investments to the District.
- Improve business opportunities, in order to increase economic activity for the business property owners, tenants, and their customers.

Sincerely,

[Signature]

Patrick Ezzell
Managing Director of Economic Development and Infrastructure
Greater East End Management District
GREATER EAST END MANAGEMENT DISTRICT
HOUSTON, TX

According to the records of the Comptroller of Public Accounts, the following exemption(s) from Texas taxes apply to the above organization(s):

Sales and use tax, as of 05-10-1999
   (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: 32002697079

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.
CAMPANILE ON COMMERCE
TDHCA # 18306

Tab 47
Third Party
Required Third Party Reports

Be advised that all third party reports will be posted on the Department’s website along with the Application.

Complete the information below as applicable [§10.205].

1. **Environmental Site Assessment (ESA) (All Multifamily Applications)**

   Prepared by:  Phase Engineering, Inc.  Date of Report: **2/14/2018**

   - Report recommends further studies or establishes environmental hazards that currently exist on the Property or off-site with the potential to affect the Property.
   - If the above box is checked, a statement is provided behind this tab signed by the Development Owner, that certifies the Development Owner will comply with any and all recommendations made by the ESA preparer.

   - Development is funded by USDA and is not required to supply an ESA.

2. **Environmental Clearance (Section 811 PRA and Direct Loan applications only)**

   All Applications selecting Points for Section 811 PRA Program participation under the Competitive Housing Tax Credit program or Direct Loans must review the Environmental Requirements and Environmental Assurance section of the Section 811 PRA Program Guidelines (§PRA.215) and provide adequate material to meet the tenets. A Phase I Environmental Site Assessment (ESA) will not satisfy the environmental clearance required for use of the Section 811 PRA Program.

   All Applications for Direct Loans by the Department must complete an environmental clearance process in accordance with 24 CFR Parts 50 and 58 prior to engaging in choice limiting activities such as closing on land, loans, beginning demolition or construction activities, or entering into construction contracts. A Phase I Environmental Site Assessment (ESA) will not satisfy the environmental clearance required for use of Multifamily Direct Loan funds.

   - Application selected points for the Section 811 PRA Program and includes documentation for the project participating in the Section 811 PRA Program that the project meets the tenets of HUD environmental policy and the requirements of applicable statutes and authorities.
   - Applicant has submitted an environmental packet to TDHCA and determination is pending.
   - Applicant has reviewed the Environmental Requirements and Environmental Assurance section of the Section 811 PRA Program Guidelines (§PRA.215) and understands that a determination must be received prior to signing the Rental Assistance Contract.
   - MFDDL Development has already received Environmental Clearance from HUD under 24 CFR Parts 50 or 58.
   - Documentation of HUD Environmental Clearance is included behind this tab.
   - Applicant has submitted an environmental packet to TDHCA and clearance is pending.
   - Applicant has reviewed the environmental clearance materials available on the Department’s website and understands that clearance must be received prior to closing on the loan.
     - [http://www.tdhca.state.tx.us/program-services/environmental/index.htm](http://www.tdhca.state.tx.us/program-services/environmental/index.htm)
   - A Third Party will aid in the completion of the environmental clearance process. If checked, complete the following:

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

3. **Primary Market Area Map**

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

   Prepared by:  Apartment Market Data  Date of Report: **TBD**

4. **Property Condition Assessment (PCA)**

   Prepared by:  --Complete on Development Team (Tab 42)--  Date of Report:  

---

http://www.tdhca.state.tx.us/program-services/environmental/index.htm
### Appraisal

<table>
<thead>
<tr>
<th>Prepared by:</th>
<th>Date of Report:</th>
</tr>
</thead>
<tbody>
<tr>
<td>--Complete on Development Team (Tab 42)--</td>
<td></td>
</tr>
</tbody>
</table>

### Site Design and Development Feasibility Report

<table>
<thead>
<tr>
<th>Prepared by:</th>
<th>Date of Report:</th>
</tr>
</thead>
<tbody>
<tr>
<td>R. G. Miller Engineering</td>
<td>Feb-18</td>
</tr>
</tbody>
</table>
MARKET ANALYSIS SUMMARY

Provider: Apartment MarketData, LLC  Date: 2/12/2018
Contact: Darrell G Jack  Phone: (210) 530-0040
Development  Campanile on Commerce
Target Population: Elderly
Definition of Elderly Age: 55+
Site Location  2800 Commerce St
City: Houston  County: Harris
Site Coordinates: Longitude  -95.342966  Latitude  29.754306
(Decimal degree format)

Primary Market Area (PMA) page 32

Square Miles  19.7

CENSUS TRACTS

482012113.00  482012114.00  482012115.00  482012116.00  482012125.00  482013101.00
482013102.00  482013103.00  482013104.00  482013105.00  482013106.00  482013107.00
482013108.00  482013109.00  482013110.00  482013122.00  482013123.00  482013124.00
CAMPANILE ON COMMERCE
TDHCA # 18306

Deficiency Documents
For TDHCA Use
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.

See the attached.

1. Pursuant to the requirements of 10 TAC §10.101(a)(2)(E), provide information regarding mitigation for the railroad track, or provide evidence of why the feature was not reported by the Applicant and why it is not required to be reported.

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 May 3, 2018. Please respond to this email as confirmation of receipt.**

About TDHCA
The Texas Department of Housing and Community Affairs administers a number of state and federal programs through for-profit, nonprofit, and local government partnerships to strengthen communities through affordable housing development, home ownership opportunities, weatherization, and community-based services for Texans in need. For more information, including current funding opportunities and information on local providers, please visit www.tdhca.state.tx.us.

Regards,

Sharon D. Gamble MSW, PMP
Competitive Housing Tax Credit Program Administrator
Texas Department of Housing and Community Affairs
(512) 936-7834

Any person receiving guidance from TDHCA staff should be mindful that, as set forth in 10 TAC Section 11.1(b) there are important limitations and caveats (Also see 10 TAC §10.2(a)).

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
May 10, 2018

Ms. Sharon Gamble
Multifamily Housing Specialist
Texas Department of Housing and Community Affairs
221 E. 11th Street
Austin, Texas 78701

Via Email: Sharon.Gamble@tdhca.state.tx.us

Re: Campanile on Commerce – TDHCA #18306
   9% HTC Application Deficiency Notice – May 10, 2018

Dear Ms. Gamble,

Thank you for your notice, the opportunity to clarify your questions, and provide requested information. After reviewing your questions and requests, we offer the following explanations and information/documentation:

1. **Pursuant to the requirements of 10 TAC §10.101(a)(2)(E), provide information regarding mitigation for the railroad track, or provide evidence of why the feature was not reported by the Applicant and why it is not required to be reported.**

   **Response:** The deficiency notice had the U.S. DOT Crossing Inventory Form for Crossing #288024L attached to it. We were able to locate that crossing and determine it is not within the 500 feet of the site as stipulated by 10 TAC §10.101(a)(2)(E), it is actually 10,820 feet from the site. We have included documentation showing the crossing in question is outside of the 500-foot radius, and that there is no active rail line near the site.

We hope the information and documentation submitted clarifies and resolves your questions. Should you have additional questions or require further documentation, please do not hesitate to contact me directly at (512) 785-3710 or via email at lora@betcohousinglab.com any time.

Sincerely,

Lora Myrick, Principal
BETCO Consulting, LLC
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.

Per 10 TAC §11.9(c)(8), an Applicant must include evidence to support closing of all financing and fully executing the construction contract by the last business day of October, and evidence that appropriate zoning will be in place at award.

(8) Readiness to proceed in disaster impacted counties. Application for a proposed development, located in a county declared by the Federal Emergency Management Agency to be eligible for individual assistance within the year proceeding the Full Application Delivery Date, that provides evidence they will close all financing and fully execute the construction contract on or before the last business day of October. Evidence may include, but is not limited to, loan or equity commitments with evidence of completed due diligence, permit-ready architectural plans, and construction contracts or permits. Applications must include evidence that appropriate zoning will be in place at award. The Board cannot and will not waive the deadline and will not consider waiver under its general rule regarding waivers. Failure to close all financing and provide evidence of an executed construction contract by the October deadline will result in penalty under 10 TAC §11.9(f), as determined solely by the Board. (emphasis added)

1. Documents submitted with the Application indicate that a construction contract will be fully executed on or before the last business day of October but the Application did not include evidence. Provide such evidence.

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 May 7, 2018. Please respond to this email as confirmation of receipt.**

About TDHCA
The Texas Department of Housing and Community Affairs administers a number of state and federal programs through for-profit, nonprofit, and local government partnerships to strengthen communities through affordable housing development, home ownership opportunities, weatherization, and community-based services for Texans in need. For more information, including current funding opportunities and information on local providers, please visit www.tdhca.state.tx.us.

Regards,

Sharon D. Gamble MSW, PMP
Competitive Housing Tax Credit Program Administrator
Texas Department of Housing and Community Affairs
Any person receiving guidance from TDHCA staff should be mindful that, as set forth in 10 TAC Section 11.1(b) there are important limitations and caveats (Also see 10 TAC §10.2(a)).

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
May 2, 2018

Ms. Sharon Gamble  
Texas Department of Housing and Community Affairs  
21 E 11th Street  
Austin, Texas 78701

Via Email: Sharon.gamble@tdhca.state.tx.us

Re: TDHCA Application #18306 – Campanile on Commerce, Houston, TX

Dear Ms. Gamble,

We received an Administrative Deficiency notice at 7:50:02 AM on April 30, 2018. The following has been addressed in this packet:

1. Documents submitted with the Application indicate that a construction contract will be fully executed on or before the last business day of October but the Application did not include evidence. Provide such evidence.

Attached you will find documentation confirming that yes, as shown in the full application we intend to have a fully executed construction contract before October 31, 2018. Included in this documentation are:

- Confirmation pages from the full app
- Readiness to Proceed Self Certification
- Signed Letter of Intent from Developer and General Contractor

If you have any questions or would like to discuss these items further, please do not hesitate to contact me directly at (512) 785-3710 or via email at lora@betcohousinglab.com any time.

Sincerely,

Lora Myrick, Principal  
BETCO Consulting, LLC

CC: Liz Cline, Les Kilday, Dick Kilday, Elena Sanders, Lisa Vecchietti, Teresa Shell
Development is in a Rural Area.  

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

**AND**  

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

**AND, if applicable,**  

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

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

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

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

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

Application is seeking points for Concerted Revitalization.  

Total Points Claimed: 7  

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

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

Application is seeking points for Declared Disaster Area.  

Total Points Claimed: 10  

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

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
Repayment: Construction loan will be repaid from equity funded at completion or after completion, along with the permanent loan (if any).

Loan to Value: Up to 80% including the value of the real estate and tax credits.

Conditions to Closing:

- Borrower, Managing Member, and Guarantor certify that there are no defaults, no material litigation and no material adverse change in the financial or project information provided to Bank in connection with the Loan request
- Receipt, review and approval of appraisal, environmental assessment, construction consultant and other third party reports
- Contractor shall be acceptable to bank
- All documentation satisfactory to Bank and its legal counsel
- Evidence of a commitment by a tax credit investor acceptable to Bank for the acquisition of 9% low income housing tax credits on terms, including pay-in schedule amounts and timing, acceptable to Bank.
- All subsidy funds must be committed and closed simultaneously with the closing of the Loan.
- Final project budget to be approved by Bank, including a 5% hard cost contingency.
- Receipt of all required municipal and other governmental approvals.
- Approval of current financial statements of the Guarantor.
- Borrower counsel opinion in form and content satisfactory to Bank.
- Mortgage title insurance policy insuring the bank’s lien shall contain no objectionable liens, including matters of the survey
- Bank shall receive and approve the following items prior to the closing of the construction loan:
  - Final plans and specs stamped by architect
  - Copy of construction contract and final budget
  - Copy of builders risk policy with Compass Bank named as loss payee
  - Copy of recorded limited partnership and syndication agreements
- All terms subject to market fluctuation

Permanent Loan:

Provided that there are no events of default, the Borrower may elect to exercise the option to convert the Construction Loan to the Permanent Loan provided that 1) the Construction Loan has been Paid down to the Perm Loan Amount; 2) the Property has achieved a minimum occupancy of 90% for 90 days; and 3) the Property has achieved a Pro Forma Debt Service Cover Ratio of 1.15.

Amount: Up to $4,300,000. The Loan amount shall be limited to 80% of the stabilized value of the Real Estate based upon an Appraisal acceptable to the Bank.

Interest Rate: Fixed rate based on the 10 Year Treasury + 320 bps for a 24 month forward rate lock. The Bank is utilizing an underwriting rate of 6.00%. 

BBVA Compass is a trade name of Compass Bank, a member of the BBVA Group. Compass Bank, Member FDIC.
TAB 10. Support Docs - Site Info Part II
Readiness to Proceed

Self-Certification

I (We) Les Kilday certify that we will be able to close all financing and fully execute the construction contract on or before October 31, 2018, as evidenced by the documents provided in the Application. On or before October 31, 2018, we will provide a final settlement statement from the title company indicating that all financing has closed; and a fully executed construction contract.

We further certify that appropriate zoning will be in place by the time of award.

By: ____________________________
Signature of Authorized Representative

Les Kilday
Printed Name

Member
Title

5/2/18
Date

The State of Texas

COUNTY OF Harris

I, the undersigned, 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 statements bears

GIVEN UNDER MY HAND AND SEAL OF OFFICE the 2nd day of May, 2018

Elena Sanders
Notary Public Signature
May 2, 2018

Mr. Jim Wanja
Blazer Building Texas, LLC
4001 W. Sam Houston Pkwy, N., Suite 100
Houston, Texas 77043

RE: Campanile on Commerce, TDHCA # 18306
    Letter of Intent for Construction Services

Dear Jim,

We are proposing a new elderly tax credit development, Campanile on Commerce, to be located at 2800 Commerce St., Houston 77003.

The owner, Campanile on Commerce LP, has selected Blazer Building Texas, LLC as the General Contractor for the construction of this development subject to a successful award of tax credits from the Texas Department of Housing & Community Affairs, a construction loan and tax credit equity closing with the lender on or before October 31, 2018 and a final negotiated construction contract in an amount not to exceed the lender approved budget amount.

Construction plans will be available for bidding and contract negotiations on or before June 1, 2018.

If this letter is acceptable, please sign below and return a copy to me.

Sincerely,

CAMPANILE ON COMMERCE LP

Les Kilday
Member

Jim Wanja
Blazer Building Texas, LLC

Date: 02 MAY 18
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. Tab 12, Proof of Consideration – The contract indicates different consideration than receipts were provided for. Provide receipts that confirm that the required consideration was paid.

2. Tab 35, Syndication Term Sheet – The letter was missing the tax credit amount that was requested by the applicant and a statement about whether there are consulting or other fees to be paid by the applicant. Provide a revised letter.

3. ESA – I was unable to find the required statements about user reliance, material benefit and having read and understood the rules. Obtain these statements from the preparer of the report. Refer them to 10.305 of the REA Rules.

4. Feasibility Report – I was unable to find the statement about material adherence in the site plan or in the report. Please clarify.

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 May 17, 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.
May 14, 2018

Ms. Elizabeth Henderson
Multifamily Housing Specialist
Texas Department of Housing and Community Affairs
221 E. 11th Street
Austin, Texas 78701

Via Email: Elizabeth.Henderson@tdhca.state.tx.us

Re: Campanile on Commerce – TDHCA #18306
9% HTC Application Deficiency Notice – May 10, 2018

Dear Ms. Henderson,

Thank you for your notice, the opportunity to clarify your questions, and provide requested information. After reviewing your questions and requests, we offer the following explanations and information/documentation:

1. Tab 12, Proof of Consideration – The contract indicates different consideration than receipts were provided for. Provide receipts that confirm that the required consideration was paid.

   **Response:** Attached you will find verification from the title company that the full $25,000 was received before April 30, 2018. Additionally, you will find the second amendment which changed the due date of the consideration “from 3 days to 30 day (April 30, 2018).”

2. Tab 35, Syndication Term Sheet – The letter was missing the tax credit amount that was requested by the applicant and a statement about whether there are consulting or other fees to be paid by the applicant. Provide a revised letter.

   **Response:** Paragraphs five and eleven have been updated to show the tax credit amount and applicable fees, respectively.

3. ESA – I was unable to find the required statements about user reliance, material benefit and having read and understood the rules. Obtain these statements from the preparer of the report. Refer them to 10.305 of the REA Rules.

   **Response:** Please find the required statements attached, from National Environmental Services. To clear this letter we have attached the Reliance Letter from National Environmental Services and their addendum to the Phase I.
4. Feasibility Report – I was unable to find the statement about material adherence in the site plan or in the report. Please clarify.

   **Response:** Please find the revised applicable page of the feasibility report attached, including a statement on material adherence.

We hope the information and documentation submitted clarifies and resolves your questions. Should you have additional questions or require further documentation, please do not hesitate to contact me directly at (512) 785-3710 or via email at lora@betcohousinglab.com any time.

Sincerely,

Lora Myrick, Principal
BETCO Consulting, LLC
Elena Sanders

From: Les Kilday
Sent: Thursday, May 10, 2018 10:41 AM
To: 'Lora Myrick (lora@betcohousinglab.com)'; Elena Sanders (elena@betcohousinglab.com)
Subject: FW: GF #1033006810 (Glaven Investments LLC - KILDAY OPERATING LLC, TRUSTEE)
Attachments: Second Amendment - 3.074 ac 2800 Commerce fully executed.pdf

Importance: High

Lora and Elena,

Per #1 on Elizabeth Henderson’s deficiency, see email below from title company acknowledging receipt of the $25,000 mentioned in Amendment #1. Also attached is the 2nd Amendment that extended feasibility deadline from March 31 to April 30. So, the $25,000 was due by April 30.

Thanks,
Les

From: Aguirre, Stacey [mailto:SAguirre@CharterTitle.com]
Sent: Tuesday, May 01, 2018 12:08 PM
To: Les Kilday
Subject: RE: GF #1033006810 (Glaven Investments LLC - KILDAY OPERATING LLC, TRUSTEE)
Importance: High

Good afternoon Les,

We received a check last night in the amount of $25,000.00.

Please note I will be out of the office on Medical Leave starting May 8th.

Stacey Aguirre
Commercial Escrow Officer
Charter Title Company
609 Main, Suite 4325
Houston, Texas 77002
Direct No. 713-331-3074
Main No. 713-222-6060
Email: saguirre@chartertitle.com

NOTICE: The information contained in this message is proprietary and/or confidential and may be privileged. If you are not the intended recipient of this communication, you are hereby notified to: (i) delete the message and all copies; (ii) do not disclose, distribute or use the message in any manner; and (iii) notify the sender immediately.

From: Les Kilday <les@kildayco.net>
Sent: Friday, March 23, 2018 1:49 PM
To: Aguirre, Stacey <SAGuirre@CharterTitle.com>; Brown, Chris <chris@glavenco.com>; Gosda, Darin <darin.gosda@cbre.com>
Subject: RE: GF #1033006810 (Glaven Investments LLC - KILDAY OPERATING LLC, TRUSTEE)

IMPORTANT NOTICE - This message sourced from an external mail server outside of the Company.

Stacey,

Good afternoon. See attached fully executed Second Amendment for the Commerce site.

Thanks,
Les

---

From: Aguirre, Stacey [mailto:SAGuirre@CharterTitle.com]
Sent: Thursday, February 01, 2018 8:07 AM
To: Les Kilday; Brown, Chris; Gosda, Darin
Subject: RE: GF #1033006810 (Glaven Investments LLC - KILDAY OPERATING LLC, TRUSTEE)

Got it thanks. I will be sending out the revised Commitment with the new sales price shortly.

---

Stacey Aguirre
Commercial Escrow Officer
Charter Title Company
609 Main, Suite 4325
Houston, Texas  77002
Direct No.  713-331-3074
Main No. 713-222-6060
Email: saguirre@chartertitle.com

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From: Les Kilday [mailto:les@kildayco.net]
Sent: Thursday, February 1, 2018 8:04 AM
To: Aguirre, Stacey <SAGuirre@CharterTitle.com>; Brown, Chris <chris@glavenco.com>; Gosda, Darin <darin.gosda@cbre.com>
Subject: Re: GF #1033006810 (Glaven Investments LLC - KILDAY OPERATING LLC, TRUSTEE)

IMPORTANT NOTICE - This message sourced from an external mail server outside of the Company.

It is not due until end of feasibility period.

Les

Sent from my BlackBerry 10 smartphone.

---

From: Aguirre, Stacey
Sent: Thursday, February 1, 2018 7:51 AM
To: Les Kilday; Brown, Chris; Gosda, Darin
Amendment received. Please advise as to when and what form I will be received the additional earnest money in the amount of $10,000.00.

**Stacey Aguirre**  
*Commercial Escrow Officer*  
*Charter Title Company*  
*609 Main, Suite 4325*  
*Houston, Texas 77002*  
*Direct No. 713-331-3074*  
*Main No. 713-222-6060*  
*Email: saguirre@chartertitle.com*

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Attached find the Commitment for Title Insurance along with copies of the underlying exception documents for the mentioned transaction.

PLEASE NOTE OUR NEW OFFICE EFFECTIVE JUNE 4, 2017

Stacey Aguirre
Charter Title Company
609 Main Street, Suite 4325
Houston, Texas  77002
713-331-3074
Email: saguirre@chartertitle.com

NOTICE: The information contained in this message is proprietary and/or confidential and may be privileged. If you are not the intended recipient of this communication, you are hereby notified to: (i) delete the message and all copies; (ii) do not disclose, distribute or use the message in any manner; and (iii) notify the sender immediately.
AMENDMENT TO COMMERCIAL CONTRACT BETWEEN THE UNDERSIGNED BUYER AND SELLER CONCERNING THE PROPERTY AT

2800 Commerce St., Houston, TX 77254

Effective March 21, 2018, Seller and Buyer amend the contract as follows: (Check all applicable boxes.)

☐ A. **Sales Price:** The sales price in Paragraph 3 of the contract is changed to:

- Cash portion payable by Buyer at closing: $_________
- Sum of all financing described in the contract: $_________
- Sales price (sum of cash portion and sum of all financing): $_________

☐ B. **Property Description:** The Property’s legal description in Paragraph 2A of the contract is changed to:

☐ C. **Repairs:** Buyer accepts the Property in its present condition except that Seller, at Seller’s expense, will complete the following before closing:

---

(TAR-1932) 1-26-10

Initialed for Identification by Seller: ______, ______, and Buyer: ______, ______.
Amendment to Commercial Contract concerning 2800 Commerce St., Houston, TX 77254

☐ D. **Extension of Feasibility Period:** For nominal consideration, the receipt of which Seller acknowledges, and the consideration described under (1) or (2) below, if any, Buyer's right to terminate under Paragraph 7B of the contract is extended until 11:59 p.m. on __________________________.

☐ (1) The independent consideration for Buyer's right to terminate that will be deducted from the earnest money if Buyer terminates the contract under Paragraph 7B(1) is increased to a total amount of $_______________. *(Insert an amount greater than the amount in Paragraph 7B(1) of the contract.)*

☐ (2) Buyer has paid Seller additional consideration of $ ________________ for the extension. This additional consideration will not be credited to the sales price upon the closing of the sale.

☐ E. **Closing:** The closing date in Paragraph 10A of the contract is changed to __________________________.

☐ F. **Expenses:** At closing Seller will pay the first $ ________________ of Buyer's expenses under Paragraph 13 of the contract.

☐ G. **Waiver of Right to Terminate:** Upon final acceptance of this Amendment, Buyer waives the right to terminate under Paragraph 7B of the contract.

☒ H. **Other Modifications:**

**Paragraph 5.B.(l) (Buyer's right to terminate) is revised from 3 days, to 30 days (April 30, 2018).**

**Seller: Glaiven Investments LLC**

By: __________________________

By (signature): __________________________

Printed Name: Chris B. Brown

Title: President & Sales Manager

**Buyer: Kilday Operating LLC, Trustee**

By: __________________________

By (signature): __________________________

Printed Name: Les Kilday

Title: Vice President

By: __________________________

By (signature): __________________________

Printed Name: ______________

Title: ______________
February 21, 2018

Dick Kilday and Les Kilday  
Kilday Realty Corp.  
19901 Southwest Frwy, Ste 210  
Sugar Land, TX 77479

Re: Campanile on Commerce

Dear Messrs. Kilday:

On behalf of National Equity Fund, Inc. ("NEF"), I am pleased to provide this Letter of Intent ("Letter") which outlines the principal business terms of our proposed investment in the above-named Project. We invest through our affiliate, NEF Assignment Corporation ("Assignment Corporation"), by purchasing a [99.99%] interest in the Limited Partnership formed to own and operate the Project. When we refer to "NEF," we mean National Equity Fund, Inc. and its affiliates, including without limitation Assignment Corporation. As a preliminary matter, I will note that the terms of this Letter are based on certain assumptions which are incorporated in corresponding TDHCA application. Changes in those assumptions may result in changes to the terms of our proposed investment.

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

The Project consists of a proposed LIHTC, multifamily community which will consist of 120 units for seniors located in Houston, TX. 105 units will be set aside for senior tenants with incomes at or below 60% of Area Median Income; the remaining 15 units will be market rate with no rent restrictions.

2. **Property Ownership**

Limited Partnership: Campanile on Commerce, LP (the “Limited Partnership”)

General Partner: Campanile on Commerce GP, LLC and will be majority owned by Kilday controlled entities.

Sponsor/Developer: Kilday Realty Corp.

Guarantor(s): Dick and Les Kilday, Kilday Realty Corp., Campanile on Commerce GP, LLC. These entities have been reviewed by NEF.

Limited Partner: One or more investor funds, limited partnerships or limited liability companies of which NEF or its affiliate is the general partner or managing member, or Assignment Corporation, as nominee, on behalf of one or more such entities.

3. **Project Financing**

   A. **Construction Loan.** The Limited Partnership expects to receive a construction loan term sheet or commitment for the Project of approximately $14,500,000 for an initial term of at least 24 months and a 6 month extension at an estimated 4.00% interest rate.

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

<table>
<thead>
<tr>
<th>Lender</th>
<th>Lender/ Source</th>
<th>Amount</th>
<th>Interest Rate</th>
<th>Term</th>
<th>Amort</th>
<th>Hard/Soft Debt</th>
<th>Available During Const. (y/n)</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Mortgage</td>
<td>Compass</td>
<td>$4,300,000</td>
<td>6.0%</td>
<td>18</td>
<td>30</td>
<td>Hard</td>
<td>No</td>
</tr>
<tr>
<td>Second Mortgage</td>
<td>HHCD TIRZ</td>
<td>$3,500,000</td>
<td>1.0%</td>
<td>30</td>
<td>N/A</td>
<td>Soft</td>
<td>Yes</td>
</tr>
</tbody>
</table>

Permanently amortizing debt must be a fixed-rate commitment for a minimum of 16 years with terms acceptable to NEF.
4. **Timing Assumptions**

This Letter is based on the following timing assumptions:

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

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

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

The Limited Partner will purchase $1,500,000 in annual Tax Credits described in Paragraph 6 for a total purchase price of $13,498,650 (“Capital Contributions”), or $0.90 cents for each $1.00 of projected Tax Credits. Proceeds of the Capital Contributions will be used to fund Project equity (“Project Equity”) and the non-deferred portion of the Developer Fee (“Non-Deferred Developer Fee”). NEF will advance Project Equity and the Non-Deferred Developer Fee in installments, based upon its determination that the conditions specified in the Limited Partnership Agreement for payment of that installment (“Applicable Conditions”) have been met. We make this determination based on our review and approval of certain documents you provide to us. Equity disbursements during construction are expected to be made through the construction lender’s escrow or, if there is no construction lender, through a title company using a disbursement agreement acceptable to NEF. We currently expect installments of Project Equity will be paid according to the schedule below. The schedule identifies some of the Applicable Conditions that will apply to each payment.

A. **First Installment**: $3,374,663 (25.0%). The Applicable Conditions for this payment will include satisfactory evidence or approval of:

(i) Admission of NEF to the Limited Partnership and commencement of construction.

B. **Second Installment**: $3,374,663 (25.0%). The Applicable Conditions for this payment will include satisfactory evidence or approval of:

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

C. Third Installment: $5,399,460 (40%). The Applicable Conditions for
this payment will include satisfactory evidence or approval of:

(i) 100% Qualified Occupancy of all Project Tax Credit Units;
(ii) Funding of the Project’s permanent loan and receipt of executed
permanent loan documents in approved form;
(iii) Payment of any amounts required by the General Partner’s
Development Completion Guaranty;
(iv) Achievement of Stabilized Occupancy (generally defined as at
least 90% occupancy with a Debt Service Coverage Ratio of
1.15x or better for a three consecutive month period after
construction completion.
(vi) Completion of any outstanding punch list items;
(vii) Owner’s date down title insurance coverage;
(viii) “As-Built” ALTA survey;
(ix) Final lien ALTA survey from the General Contractor;
(x) If applicable, receipt (or evidence of filing) of real estate tax
abatement;
(xii) Final Certificates of Occupancy, if not previously provided;
(xii) Final Cost Certification verifying the Tax Credit basis;
(xiii) Funding of Project reserves (or funding with the proceeds of this
installment) at the required levels;
(xiv) If applicable, satisfaction of radon testing requirements;
(xv) Recorded Extended Use Agreement; and

$600,000 of this installment will be used to fund the Operating Reserve

D. Fourth Installment: $1,349,865 (10%). The Applicable Conditions for
this payment will include satisfactory evidence or approval of:

(i) The first year’s tax return and K-1;
(ii) Fully executed Form 8609 for all Project buildings; and
6. **Developer Fee**

The Developer will earn a fee for development services in the total amount of $1,955,146 (the “Developer Fee”). $478,261 is projected to be deferred and will be paid from cash flow. If for some unforeseen reason a portion of the Developer Fee is deferred it will be payable from cash received from the operation of the Limited Partnership, after payment of debt service and operating expenses (“Cash Flow”), during the Tax Credit Compliance Period. Any principal balance and/or accrued interest on the Deferred Developer Fee remaining unpaid by the end of the eleventh (11th) year of the Tax Credit Compliance Period must be paid in full by the General Partner. Developer fee will be funded as follows: 25% at Closing, 25% at Construction Completion, 40% at Stabilization, and 10% at 8609s.

7. **Reserve Requirements**

A. **Operating Reserve.** $600,000, will be funded from a portion of the Limited Partner’s Capital Contributions. The General Partner will be permitted to use funds in the Operating Reserve account prior to any draw on its Operating Deficit Guaranty obligation. We approve all withdrawals from the Operating Reserve account. This Operating Reserve account remains with the Limited Partnership through the Tax Credit Compliance Period and any funds in the account at the end of that period will be distributed according to the priorities identified for Sale/Refinancing proceeds under Paragraph 13 hereof.

B. **Replacement Reserve.** The General Partner must fund the Replacement Reserve account in the annual amount of $250 per unit per year (to be increased annually by 3% per annum from Project revenues throughout the Tax Credit Compliance Period. We must approve withdrawals that in the aggregate during any calendar year exceed the lesser of (i) $5,000 or (ii) ten percent (10%) of the amount then remaining in the Replacement Reserve account. Any funds remaining in the Replacement Reserve account at the end of the Tax Credit Compliance Period will be distributed according to the priorities identified for Sale/Refinancing proceeds under Paragraph 13 hereof.
8. **General Partner Guaranties and Other Obligations**

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

   B. **Operating Deficit Guaranty.** Guarantors will provide an Operating Deficit Guaranty in the amount of $600,000 until the Project has maintained a 1.20 annual Debt Service Coverage Ratio for two consecutive years after the third anniversary of the date Stabilized Occupancy is achieved. If at the end of that period the Operating Reserve is not funded at the level specified in Paragraph 10.B above, the Operating Deficit Guaranty will remain in effect until the General Partner causes the Operating Reserve to be funded at the required level in the manner provided in the Limited Partnership Agreement.

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

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

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

9. **Limited Partner Transfers**

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

10. **Reports**

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

11. **Limited Partner Expenses**

We will charge the Limited Partnership $52,000 for legal fees and other closing costs inclusive of the NEF tax opinion. We will require an annual asset management fee of $100 per unit increasing at 3% per annum; payments will begin at stabilization. We may require a third party construction inspector to provide monthly reports to us. If a third party construction inspector is needed, the cost will be added to the Project budget.

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

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

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

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

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

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

As next steps, we will perform a site visit and conduct document review and other due diligence activities to verify the information that has been provided and will be provided and the assumptions contained in the Projections. Our ability to recommend this proposed investment for final internal approval will depend upon a satisfactory outcome to these due diligence activities. Final internal approval requires action by our Investment Review Committee. If the committee grants approval, we will prepare the Limited Partnership Agreement and discuss with you and your attorneys all closing documentation and checklist items. This Investment Review Committee must approve this investment and the closing must occur by the date shown in Paragraph 5 above. We
reserve the right to terminate this Letter if we determine that any of the conditions described in this paragraph have not or will not be met in a timely manner.

Upon receipt of this Letter executed by you, NEF will continue its due diligence on the Project investment. At your request, we may engage outside counsel to draft documents and conduct legal reviews prior to approval of this transaction by our Investment Review Committee, on the condition that you assume responsibility for payment of our legal fees if the transaction is not approved or does not close due to a change of assumptions incorporated in the Projections or other reasons outside of NEF’s control.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]
Project Name: Campanile at Commerce
Date: 2/21/18
Page 10

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

Sincerely,

NATIONAL EQUITY FUND, INC.

[Signature]

Jason Aldridge, Vice President

Accepted:

By: [Signature]
DATE: [Signature]

120 South Riverside Plaza, 15th Fl., Chicago, IL 60606-3908 P 312.360.0400 F 312.360.0185 www.nefinc.org
May 14, 2018

Texas Department of Housing and Community Affairs,
a public and official department of the State of Texas
221 East 11th Street
Austin, Texas 78701

Re: Phase I ESA (NE18044) - Dated February 14, 2018
Site: 3.08 Acres of Land @ 2800 Commerce Street, Houston, TX 77003

To Whom It May Concern:

National Environmental Services, LLC (NES), performed a Phase I Environmental Site Assessment (ESA) on the
above referenced site. The survey report was prepared to the attention of: Kilday Operating, LLC.

Please note that the above report can also be fully relied upon by the: Texas Department of Housing and
Community Affairs.

NES warrants that the services, findings, and/or recommendations provided to the above named parties, their
affiliates and subsidiaries, and their respective successors and assigns (individually and collectively), have been
prepared, performed, and rendered in accordance with procedures, practices, and standards generally accepted
and customary in the consultant's profession for use in similar assignments.

The report fee is National Environmental Services, LLC’s sole benefit and findings are not contingent on
compensation from the client or its affiliates. NES has read and understands the department rules regarding this
report as found in 2018 Real Estate Analysis rules as codified in Chapter 10, Subchapter D, §§10.301 - 10.307
Underwriting and Loan Policy of the Uniform Multifamily Rules, “Section 10.305: Environmental Site Assessment
Rules and Guidelines.”

In addition to the conclusions and findings reported in the document, the report indicates any of the below
undesirable neighborhood characteristics are within the ASTM search radius from the subject property,
in accordance with the Site and Development Requirements and Restrictions listed in Subchapter B, §10.101
(a)(4)(B)(v) of the Uniform Multifamily Rules.

The subject site was not listed in any of the databases searched by EDR.

According to the EDR report database records, the property addressed at 2802 Commerce Street is listed in the
PST, LPST and VCP database. The entity that was listed at this address is Tool Traders. According to the
Sanborn map from 1969, Tool Traders occupied the site addressed at 2802 to 2808 Commerce Avenue, which
was to the southwest of Commerce Street from the subject site. The Sanborn map reviewed showed the
presence of a tank (denoted as TK) at this address. According to the UST database, four USTs associated with
Tool Traders were removed from the ground in 1990 and 1996. It is NES’ opinion that the USTs that were
installed at 2802 Commerce Street were previously installed at the site that is to the southwest of the subject site.
Moreover, the map from 2005 obtained from GIMS (Geographical Information Management System of the City of
Houston) showed the property to the southwest had the previous physical address of 2802 Commerce Street.
This site has undergone all necessary corrective investigations.
The LPST and VCP designations related to the address of 2802 Commerce Street have been closed by the TCEQ. NES obtained the VCP case closure letter related to the property addressed at 2802 Commerce Street. Based on the findings, the uses and listings of the adjacent property are not deemed to constitute an environmental concern to the subject site at this time.

SEMS tracks hazardous waste sites, potentially hazardous waste sites, and remedial activities performed in support of EPA’s Superfund Program across the United States. The list was formerly known as CERCLIS, renamed to SEMS by the EPA in 2015. The list contains data on potentially hazardous waste sites that have been reported to the USEPA by states, municipalities, private companies and private persons, pursuant to Section 103 of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). This dataset also contains sites which are either proposed to or on the National Priorities List (NPL) and the sites which are in the screening and assessment phase for possible inclusion on the NPL. No SEMS sites were noted within a one mile radius from the subject site.

SEMS-ARCHIVE (Superfund Enterprise Management System Archive) tracks sites that have no further interest under the Federal Superfund Program based on available information. The list was formerly known as the CERCLIS-NFRAP, renamed to SEMS ARCHIVE by the EPA in 2015. EPA may perform a minimal level of assessment work at a site while it is archived if site conditions change and/or new information becomes available. Archived sites have been removed and archived from the inventory of SEMS sites. Archived status indicates that, to the best of EPA’s knowledge, assessment at a site has been completed and that EPA has determined no further steps will be taken to list the site on the National Priorities List (NPL), unless information indicates this decision was not appropriate or other considerations require a recommendation for listing at a later time. The decision does not necessarily mean that there is no hazard associated with a given site; it only means that based upon available information, the location is not judged to be potential NPL site. Based on the environmental database review, four SEMS-Archive registered facilities was found located within a half of a mile radius from the subject site. Based on these facilities’ topographical elevation, reported status and/or their distances from the site, they were not deemed likely to constitute a significant environmental risk to the subject site.

Based on the environmental database review, one RCRA-LQG, one RCRA-SQG and seven RCRA-NLR registered facilities were found located within a quarter of a mile radius from the subject site. The RCRA NLR list contains all previously registered hazardous waste generators that are no longer actively reporting to the EPA, either temporarily or permanently. Based on these facilities’ topographical elevation, reported status and/or their distances from the site, they were not deemed likely to constitute a significant environmental risk to the subject site.

CORRACTS is a list of handlers with RCRA Corrective Action Activity. This report shows which nationally-defined corrective action core events have occurred for every handler that has had corrective action activity. Two CORRACTS sites were located within one mile of the target property. Based on these facilities’ topographical elevation, reported status and/or their distances from the site, they were not deemed likely to constitute a significant environmental risk to the subject site.

According to the database review, 13 registered petroleum storage tank (PST) sites were found located within a quarter of a mile radius from the subject property. Based on these facilities’ topographical elevation, reported status and/or their distances from the site, they were not deemed likely to constitute a significant environmental risk to the subject site.

The Aboveground Storage Tank (AST) database contains registered ASTs. A review of the AST list, provided by EDR, has revealed that there is one AST site within approximately a quarter of a mile from the target property. No spills have been reported to the TCEQ from this facility. Based on its status and its distance from the subject site, it was not deemed likely to constitute a significant environmental risk to the subject site.

According to the environmental database review, 28 registered LPST (Leaking Petroleum Storage Tank) facilities were found located within a half of a mile radius from the subject property. Based on these facilities’ topographical elevation, reported status and/or their distances from the site, they were not deemed likely to constitute a significant environmental risk to the subject site.
Re: Phase I ESA (NE18044) - Dated February 14, 2018  
Site: 3.08 Acres of Land @ 2800 Commerce Street, Houston, TX 77003  
May 14, 2018  
Page 3

The Texas Voluntary Cleanup Program was established to provide administrative, technical, and legal incentives to encourage the cleanup of contaminated sites in Texas. A review of the VCP list, provided by EDR revealed the presence of 13 VCP sites within approximately half a mile from the target property. Based on their topographical elevation, reported status and/or their distances from the site, the facilities found were not deemed likely to constitute a significant environmental risk to the subject site.

AUL (activity and use limitation) sites are sites that have institutional controls. State/Tribal IC is the TCEQ listing of sites in the Voluntary Cleanup Program (VCP) and the Innocent Owner/Operator Program (IOP) where Institutional or Engineering Controls have been placed on them. Based on the environmental database review, one AUL site was located within half a mile of the subject site. Based on its status and its distance from the subject site, it was not deemed likely to constitute a significant environmental risk to the subject site.

According to the environmental database review, 14 Texas Industrial Hazardous Waste (TX IHW) sites were found located within a quarter of a mile radius from the subject property. Based on these facilities’ topographical elevation, reported status and/or their distances from the site, they were not deemed likely to constitute a significant environmental risk to the subject site.

A review of the DEL SHWS (Deleted State Hazardous Waste Site) list has revealed that there is one DEL SHWS site within approximately a mile of the target property. This site was not deemed to constitute an environmental concern to the subject site.

According to the database review, one registered SWF/LF, one Brownfields, one Priority Cleaners, two MSD, one CLI, four EDR MGP, two Historical Auto Stations and seven Historical Dry Cleaners sites were found located within a mile radius from the subject site. Based on their status, and/or distances from the subject site, these sites were not deemed to constitute an environmental concern to the subject site.

NES has reviewed the unmapped sites in the database and none of the sites or uses listed appear to have been located at the subject site or within the recommended search distance from the subject site.

If you have any questions regarding this transmittal, please contact me at NES at 281-888-5266.

Yours truly,

Hani Gabriel  
National Environmental Services, LLC
May 14, 2018

Kilday Operating, LLC
19901 Southwest Freeway, Suite 210
Sugar Land, TX 77479

Re: Addendum to Phase I
Site: 3.08 Acres of Land @ 2800 Commerce Street, Houston, TX 77003
REF: NE18044 (dated February 14, 2018)

To whom it may concern:

National Environmental Services (NES) conducted a Phase I ESA for a site located at 2800 Commerce Street, Houston, Harris County, Texas, in accordance with the generally accepted ESA industry standard ASTM E 1527-13, Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process.

Site Description:

National Environmental Services (NES) was retained to perform a Phase I Environmental Site Assessment (ESA) on a partially paved tract of land located along both the northeasterly right-of-way line of Commerce Street and the southeasterly right-of-way line of Delano Street, at the southeast corner of the intersection of the said roadways, in the City of Houston, Harris County, Texas. The subject site consists of approximately 3.08 acres of land described as: Tracts 4, 5 & 6 of Blocks 7 & 8, Lockhart, in Harris County, Texas. The subject site is geographically located at latitude 29.7543060 and longitude 95.3429020. Its physical address is 2800 Commerce Street, Houston, Texas. According to the Harris County Appraisal District records, the subject site is currently owned by Glaven Investments, LLC.

The subject property consists of 3.08 acres (134,125 SF) of land that is partially improved with asphalt paved parking areas. The balance of the subject site consists of landscaped areas. All vegetation appeared to be healthy and absent of discoloration.

Historical Records Review:

A historical aerial photograph search was previously conducted on the subject. The aerial photographs obtained are from 1944, 1953, 1966, 1970, 1978, 1989, 1995, 2002, 2006, 2010, 2011, 2012 and 2015. The aerial photographs were reviewed for visual evidence of past land usage that could have adversely impacted the subject site or properties surrounding the site. The aerial photograph review is primarily applicable for general site use chronology. Most of the aerials reviewed are not of large enough scale or of sufficient clarity to depict site-specific conditions. From the review of the aerial photographs, the subject site consisted of vacant land from 1944 to 1978. In the photos from 1983 to 1995, a section of the subject site was developed with warehouse buildings. In the photos from 2002 to 2015, the previous improvements were no longer noted and remnants of the previous improvements were noted at the northwest end of the subject site. The balance of the subject site consisted of vacant land.
A historical topographic map search was previously conducted on the subject property to evaluate potential liability on the target property and its surrounding area, resulting from past activities. A topographic map is a color-coded line-and-symbol representation of natural and selected artificial features plotted to a scale. Topographic maps show the shape, elevation, and development of the terrain in precise detail by using contour lines and color-coded symbols. The historical topographic maps obtained for the subject site are from 1916, 1942, 1957, 1970, 1983, and 1999. From the search conducted, no potential environmental issues were noted on the subject property.

NES previously reviewed historical Sanborn Fire Insurance maps on the subject property to evaluate present and past land uses, structures, improvements, and historical development of the subject site and surrounding properties. Six maps were obtained from 1907, 1925, 1951 and 1969. In the maps from 1907 to 1925, the subject site mostly consisted of vacant land and a single family residential dwelling was noted at the southeast end of the subject site. North Paige Street was noted to be running through the subject site in a northeasterly to southwesterly direction. In the map from 1951, the subject site consisted of vacant land. In the map from 1969, the subject site consisted of vacant land. North Paige Street was abandoned and incorporated into the subject site. A railroad track was noted along the northwesterly property boundary. No items of environmental concerns were noted in the Sanborn maps reviewed.

A city directory search was previously conducted for the subject site. During the search, business directories including city, cross-reference, and telephone directories were reviewed, if available. The subject site currently has the physical address of 2800 Commerce Street. Previously, the properties along the southwesterly right-of-way line of Commerce Street were addressed with even numbers. In 1953, SEMCO Furniture Corp. was noted at 2800 Commerce Street. In 1962, Plywood Distribution was noted. According to the Sanborn maps, these facilities were located to the southwest of the subject site. The findings are discussed further in the report.

**Environmental Conditions:**

The subject site was not listed in any of the databases searched by EDR.

According to the EDR report database records, the property addressed at 2802 Commerce Street is listed in the PST, LPST and VCP database. The entity that was listed at this address is Tool Traders. According to the Sanborn map from 1969, Tool Traders occupied the site addressed at 2802 to 2808 Commerce Avenue, which was to the southwest of Commerce Street from the subject site. The Sanborn map reviewed showed the presence of a tank (denoted as TK) at this address. According to the UST database, four USTs associated with Tool Traders were removed from the ground in 1990 and 1996. It is NES’ opinion that the USTs that were installed at 2802 Commerce Street were previously installed at the site that is to the southwest of the subject site. Moreover, the map from 2005 obtained from GIMS (Geographical Information Management System of the City of Houston) showed the property to the southwest had the previous physical address of 2802 Commerce Street. This site has undergone all necessary corrective investigations. The LPST and VCP designations related to the address of 2802 Commerce Street have been closed by the TCEQ. NES obtained the VCP case closure letter related to the property addressed at 2802 Commerce Street. Based on the findings, the uses and listings of the adjacent property are not deemed to constitute an environmental concern to the subject site at this time.

**Findings:**

Based on the review of the aerial photographs, the subject site consisted of vacant land from 1944 to 1978. In the photos from 1983 to 1995, a section of the subject site was developed with warehouse buildings. In the photos from 2002 to 2015, the previous improvements were no longer noted and remnants of the previous improvements were noted at the northwest end of the subject site. The balance of the subject site consisted of vacant land. According to the Harris County Appraisal District records, and from 1984 to 1995, Tool Traders owned the subject site.
Based on the review of historical Sanborn Fire Insurance maps, in the maps from 1907 to 1925, a residential dwelling was noted at the southeast end of the site. North Paige Street ran through the center of the subject site in a northeasterly to southwesterly direction from 1907 to 1951 and, subsequent to that, it was abandoned and it became encompassed into the subject site.

According to the previous owner, the excavated dirt from a railroad expansion was placed at the northeast end of the subject site in 2010. This was also noted in the aerial photographs reviewed. The fill dirt was removed in 2013.

According to the EDR report database records, the property addressed at 2802 Commerce Street is listed in the PST, LPST and VCP database. The entity that was listed at this address is Tool Traders. According to the Sanborn map from 1969, Tool Traders occupied the site addressed at 2802 to 2808 Commerce Avenue, which was to the southwest of Commerce Street from the subject site. The Sanborn map reviewed showed the presence of a tank (denoted as TK) at this address. According to the UST database, four USTs associated with Tool Traders were removed from the ground in 1990 and 1996. It is NES’ opinion that the USTs that were installed at 2802 Commerce Street were previously installed at the site that is to the southwest of the subject site. Moreover, the map from 2005 obtained from GIMS (Geographical Information Management System of the City of Houston) showed the property to the southwest had the previous physical address of 2802 Commerce Street. This site has undergone all necessary corrective investigations. The LPST and VCP designations related to the address of 2802 Commerce Street have been closed by the TCEQ. NES obtained the VCP case closure letter related to the property addressed at 2802 Commerce Street. Based on the findings, the uses and listings of the adjacent property are not deemed to constitute an environmental concern to the subject site at this time.

It is NES’ opinion that the USTs associated with Tool Traders (which occupied the subject site and the property to the southwest of the subject site) were physically installed at the property located to the southwest of the subject site. Although Tool Traders owned and occupied a section of the subject site in the 1980s and 1990s, the occupied section of the subject site was not a part of the investigations for the LPST and VCP cases. The subject site appears to have been for warehouse operations. Based on the findings, the former uses of the subject site were not deemed to constitute an environmental concern to the subject site.

Conclusions/Recommendations:

NES has performed a Phase I ESA in conformance with the scope and limitations of the Standard Practice E 1527-13 on the property located at 2800 Commerce Street, Houston, Harris County, Texas. In the professional opinion of NES, an appropriate level of inquiry has been made into the previous ownership and use of the property consistent with good commercial and customary practice in an effort to minimize liability, and no evidence or indication of recognized environmental conditions, historical recognized environmental conditions or controlled recognized environmental conditions has been revealed. No further environmental assessments or investigations are deemed necessary at this time.

Environmental Site Assessment Rules and Guidelines (REF Rule 10.305):

The Environmental Site Assessments (ESA) was conducted and reported in conformity with the standards of the American Society for Testing and Materials (“ASTM”). The initial report conforms with the Standard Practice for Environmental Site Assessments: Phase I Assessment Process (ASTM Standard Designation: E1527-13 or any subsequent standards as published). The ESA was conducted by a Third Party environmental professional at the expense of the Applicant, and a reliance letter was extended to and addressed to the Department as a User of the report (as defined by ASTM standards).
Conflict of Interest Statement by the Environmental Professional:

The person and/or company preparing the ESA report will not materially benefit from the Development in any other way than receiving a fee for performing the ESA, and that the fee is in no way contingent upon the outcome of the assessment. NES has no present or contemplated future ownership interest or financial interest in the real estate that is the subject of this Environmental Assessment Report; and NES has no personal interest with respect to the subject matter of the Environmental Assessment Report or the parties involved and GEG has no relationship with the property or the owners thereof which would prevent an independent analysis of the environmental or other conditions of the property.

Necessity for a Noise Study:

A noise study was not deemed necessary nor recommended for the property in accordance with current HUD guidelines and identify its proximity to industrial zones, major highways, active rail lines, civil and military airfields, or other potential sources of excessive noise.

Current Survey:

A copy of a current survey, or drawing of the site reflecting the boundaries and adjacent streets, all improvements on the site, and any items of concern described in the body of the ESA or identified during the physical inspection is attached hereto.

Current FEMA Flood Insurance Rate Map:

A copy of the current FEMA Flood Insurance Rate Map is attached hereto.

Testing for Lead Based Paint and/or Asbestos:

No testing for Lead Based Paint and/or asbestos containing materials was deemed necessary nor recommended pursuant to local, state, and federal laws, or recommended due to any other consideration.

Testing for Lead in Drinking Water:

No testing for lead in the drinking water was deemed necessary nor recommended pursuant to local, state, and federal laws, or recommended due to any other consideration.

Testing for Radon:

The subject site is located in Zone according to the EPA maps of Radon Zones. Zone 3 counties have a predicted average indoor radon screening level less than 2 pCi/L, which is considered Low Potential.

Oil, Gas or Chemical Pipelines or Facilities:

No pipeline easements or facilities were noted on the subject property during the site inspection.
Vapor Encroachment Screening:

NES has performed a Vapor Intrusion Assessment (initial screening) in conformance with the scope and limitations of the Standard Practice E 2600-10 on the property located at 2800 Commerce Street, Houston, Texas. In the professional opinion of NES, an appropriate level of assessment has been conducted consistent with good commercial and customary practice in an effort to minimize liability, and no evidence or indication of potential vapor intrusion conditions (pVIC) or vapor intrusion conditions (VIC) has been revealed and vapor intrusion is unlikely to be an issue of concern in connection with existing or planned structures on the target property.

If you have any questions regarding this transmittal, please contact us at NES at 281-888-5266.

Yours truly,

Hani Gabriel
National Environmental Services, LLC
In the course of the Department’s Housing Tax Credit **Eligibility/Selection/Threshold** and/or Direct Loan review of the above referenced application, a possible Administrative Deficiency as defined in §10.3(a)(2) and described in §10.201(7)(A) and/or §10.201(7)(B) of the 2018 Uniform Multifamily Rules was identified. By this notice, the Department is requesting documentation to correct the following deficiency or deficiencies. Any issue initially identified as an Administrative Deficiency may ultimately be determined to be beyond the scope of an Administrative Deficiency, and the distinction between material and non-material missing information is reserved for the Director of Multifamily Finance, Executive Director, and Board.

1. The development includes elevator served buildings, yet all of the accessible mobility and hearing/visual units appear to be on the first floor. The accessible units should be distributed throughout the development, including floors.

**The above list may not include all Administrative Deficiencies such as those that may be identified upon a supervisory review of the application. Notice of additional Administrative Deficiencies may appear in a separate notification.**

All deficiencies must be corrected or otherwise resolved by 5 pm Austin local time on the fifth business day following the date of this deficiency notice. Deficiencies resolved after 5 pm Austin local time on the fifth business day will have 5 points deducted from the final score. For each additional day beyond the fifth day that any deficiency remains unresolved, the application will be treated in accordance with §10.201(7)(B) of the 2018 Uniform Multifamily Rules. Applications with unresolved deficiencies after 5pm Austin local time on the seventh business day may be terminated.

All deficiencies related to the Direct Loan portion of the Application must be resolved to the satisfaction of the Department by 5pm Austin local time on the fifth business day following the date of this deficiency notice. Applications with unresolved deficiencies after 5pm Austin local time on the seventh business day will be suspended from further processing, and the Applicant will be notified to that effect, until the deficiencies are resolved. If, during the period of time when the Application is suspended from review, Direct Loan funds become oversubscribed, the Applicant will be informed that unless the outstanding item(s) are resolved within one business day the Application will be terminated. For purposes of priority under the Direct Loan set-asides, if the outstanding item(s) are resolved within one business day, the date by which the item is submitted shall be the new received date pursuant to §13.5(c) of the 2018 Multifamily Direct Loan Rule. Applicants should be prepared for additional time needed for completion of staff reviews.
Unless the person that issued this deficiency notice, named below, specifies otherwise, submit all documentation at the same time and in only one file using the Department’s Serv-U HTTPs System. Once the documents are submitted to the Serv-U HTTPs system, please email the staff member issuing this notice. If you have questions regarding the Serv-U HTTPs submission process, contact Liz Cline at liz.cline@tdhca.state.tx.us or by phone at (512)475-3227. You may also contact Jason Burr at jason.burr@tdhca.state.tx.us or by phone at (512)475-3986.

All applicants should review §§11.1(b) and 10.2(b) of the 2018 QAP and Uniform Multifamily Rules as they apply to due diligence, applicant responsibility, and the competitive nature of the program for which they are applying.

**All deficiencies must be corrected or clarified by 5 pm Austin local time on July 17, 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)).
July 12, 2018

Ms. Nicole Fisher  
Multifamily Housing Specialist  
Texas Department of Housing and Community Affairs  
221 E. 11th Street  
Austin, Texas 78701

Via Email: Nicole.Fisher@tdhca.state.tx.us

Re: Campanile on Commerce – TDHCA #18306  
9% HTC Application Deficiency Notice – July 10, 2018

Dear Ms. Fisher,

Thank you for your notice, the opportunity to clarify your questions, and provide requested information. After reviewing your questions and requests, we offer the following explanations and information/documentation:

1. **The development includes elevator served buildings, yet all of the accessible mobility and hearing/visual units appear to be on the first floor. The accessible units should be distributed throughout the development, including floors.**

   **Response:** Attached you will find the revised Project Summary and Site Plan pages from the complete Architectural Drawings packet. These pages show the revised dispersion of the accessible mobility and hearing/visual units throughout the development including floors.

We hope the information and documentation submitted clarifies and resolves your questions. Should you have additional questions or require further documentation, please do not hesitate to contact me directly at (512) 785-3710 or via email at lora@betcohousinglab.com any time.

Sincerely,

[Signature]

Lora Myrick, Principal  
BETCO Consulting, LLC
Project Summary

Apartments:

<table>
<thead>
<tr>
<th>Type</th>
<th>Description</th>
<th>Qty</th>
<th>Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>A1</td>
<td>One Bedroom, 1 Bath</td>
<td>33</td>
<td>700 s.f.</td>
</tr>
<tr>
<td>A2</td>
<td>One Bedroom, 1 Bath</td>
<td>35</td>
<td>777 s.f.</td>
</tr>
<tr>
<td>A3</td>
<td>One Bedroom, 1 Bath (HC)</td>
<td>4</td>
<td>777 s.f.</td>
</tr>
</tbody>
</table>

Total One Bedroom Units: 72 Units

<table>
<thead>
<tr>
<th>Type</th>
<th>Description</th>
<th>Qty</th>
<th>Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>B1</td>
<td>Two Bedroom, 2 Bath</td>
<td>21</td>
<td>943 s.f.</td>
</tr>
<tr>
<td>B2</td>
<td>Two Bedroom, 2 Bath</td>
<td>24</td>
<td>1,014 s.f.</td>
</tr>
<tr>
<td>B3</td>
<td>Two Bedroom, 2 Bath (H.C.)</td>
<td>3</td>
<td>1,014 s.f.</td>
</tr>
</tbody>
</table>

Total Two Bedroom Units: 48 Units

Apartments Net Rentable Total: 120 Units, 100,584 s.f.

cabana: 834 s.f.
Amenity Center: 6,753 s.f.
Amenity Patio: 94 s.f.
Apartment Patio / Balcony: 6,846 s.f.
Total Breezeway & Stairs: 24,835 s.f.
Other Support Areas: 5,147 s.f.
Project Total: 145,093 s.f.

Parking:
Parking required:
120 Units @ .75 cars/unit = 90 + 5 (1 car/employee) = 95 cars

Parking Provided:

<table>
<thead>
<tr>
<th>Van Accessible</th>
<th>H.C. Accessible</th>
<th>Standard</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Open Parking (secured): 2</td>
<td>9</td>
<td>115</td>
<td>126 cars</td>
</tr>
<tr>
<td>Amenity Parking (non-secured): 1</td>
<td>0</td>
<td>7</td>
<td>8 cars</td>
</tr>
</tbody>
</table>

Total Parking Provided: 3 cars

Project consists of one contiguous building
CAMPANILE ON COMMERCE
TDHCA # 18306

Scoring Notice
For TDHCA Use
Les Kilday
Phone #: 
Email:  les@kildayco.net
Second Email:  psefeldt@kildayco.net

RE:  2018 Competitive Housing Tax Credit (HTC) Application for Campanile on Commerce, TDHCA
Number: 18306

The Texas Department of Housing and Community Affairs has completed its program review of the Application referenced above as further described in the 2018 Qualified Allocation Plan (“QAP”). This scoring notice provides a summary of staff’s assessment of the application’s score. The notice is divided into several sections.

Section 1 of the scoring notice provides a summary of the score requested by the Applicant followed by the score staff has assessed based on the Application submitted. You should note that six scoring items are not reflected in this scoring comparison but are addressed separately.

Section 2 of the scoring notice includes each of the six scoring criteria for which points could not be requested by the Applicant in the application self-score form and include: §11.9(c)(8) Readiness to Proceed in Disaster Impacted Counties, §11.9(d)(1) Local Government Support, §11.9(d)(4) Quantifiable Community Participation, §11.9(d)(5) Community Support from State Representative, §11.9(d)(6) Input from Community Organizations, and §11.9(d)(7) Concerted Revitalization Plan.

Section 3 provides information related to any point deductions assessed under §11.9(f) of the QAP or §10.201(7)(A) of the Uniform Multifamily Rules.

Section 4 provides the final cumulative score in bold.

Section 5 includes an explanation of any differences between the requested and awarded score as well as any penalty points assessed.

The scores provided herein are merely informational at this point in the process and may be subject to change. For example, points awarded under §11.9(e)(4) “Leveraging of Private, State, and Federal Resources”, 11.9(b)(1)(A) "Unit Sizes", 11.9(b)(1)(B) "Unit and Development Features", 11.9(c)(1) "Income Levels of Tenants", 11.9(c)(2) "Rent Levels of Tenants", 11.9(e)(1) "Financial Feasibility", 11.9(e)(3) "Pre-Application Participation", and may be adjusted should the underwriting review result in changes to the Application that would affect these scores. If a scoring adjustment is necessary, staff will provide the Applicant a revised scoring notice.

Be further advised that if the Applicant failed to properly disclose information in the Application that could have a material impact on the scoring information provided herein, the score included in this notice may require adjustment and/or the Applicant may be subject to other penalties as provided for in the Department’s rules.

This scoring notice is provided by staff at this time to ensure that an Applicant has sufficient notice to exercise any appeal process provided under §10.902 of the Uniform Multifamily Rules. All information in this scoring notice is further subject to modification, acceptance, and/or approval by the Department’s Governing Board. If the score of an Application changes, a revised scoring notice will be provided to the Applicant.
Score Requested by Applicant (Not including points for §11.9(c)(8) or (d)(1), (4), (5), (6) or (7) of the 2018 QAP): 116
Score Awarded by TDHCA (Not including points for §11.9(c)(8) or (d)(1), (4), (5), (6) or (7) of the 2018 QAP): 116
Difference between Requested and Awarded: 0

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 Deducted for §11.9(f) of the QAP or §10.201(7)(A) of the Uniform Multifamily Rules: 0

Final Score Awarded to Application by Department staff (Including all points): 161

Explanation for difference between points requested and points awarded by the Department as well as penalties assessed:

NA

Restrictions and requirements relating to the filing of an appeal can be found in §10.902 of the Uniform Multifamily Rules. If you wish to appeal this scoring notice, you must file your appeal with the Department no later than 5:00 p.m. Austin local time, Wednesday, July 18, 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
CAMPANILE ON COMMERCE
TDHCA # 18306

RFAD
For TDHCA Use
May 1, 2018

Via E-Mail
Ms. Sharon Gamble
Texas Department of Housing & Community Affairs
P.O. Box 13941
Austin, Texas 78711
sharon.gamble@tdhca.state.tx.us
marni.holloway@tdhca.state.tx.us

Re:  TDHCA # 18306 - Third Party Request for Administrative Deficiency;
Campanile on Commerce, Houston ,TX ( the Applicant)

Dear Ms. Gamble,

In accordance with §11.10 of the 2018 Qualified Allocation Plan (the “QAP”), we submit this Third Party Request for Administrative Deficiency (“RFAD”) in order to bring to your attention material information that we believe should be the subject of an Administrative Deficiency. Specifically, the Applicant failed to meet threshold notification requirements of §10.203(2) of the Uniform Multifamily Rules (the “Rules”) because the Applicant did not re-notify the new Presiding Officer of the board of trustees of the school district, (the “Board President”) when that official changed between Pre-Application and Application.

Based upon a review of the Pre-Application for the Applicant, it would appear that the correct Board President, Wanda Adams, was notified in connection with the Pre-Application. (Please see Exhibit “A”). However, at a regular called meeting for the HISD Board of Trustees on January 18, 2018, an election of new officers took place whereby the Board unanimously elected Rhonda Skillern-Jones as the new Board President, effective January 18, 2018, a date plainly beyond the Pre-Application submission date. (Please see Exhibit “B” regarding Board of Trustee minutes).

§10.203 and §10.203 (2) of the Rules are unequivocal:

“In addition, should a change in elected official occur between the submission of a pre-application and the submission of an Application, Applicants are required to notify the newly elected (or appointed) official no later than the Full Application Delivery Date”.

4828-3415-9716.1
May 1, 2018
Page 2

"Officials to be notified are those officials in office at the time the Application is submitted. Note that between the time of pre-application (if made) and full Application, such officials may change and the boundaries of their jurisdictions may change. By way of example and not by way of limitation, events such as redistricting may cause changes which will necessitate additional notifications at full application. Meetings and discussions do not constitute notification. Only timely and compliant written notification to the correct person constitutes notification." (Emphasis added)

Additionally, the requirement that Applicants must provide notice to the Presiding Officer of the school board of trustees at the time of Application (as well as at the time of Pre-Application) is plainly stated in Tex. Gov. Code Sec §2306.6704. This requirement does not require specialized or technical expertise of the agency to interpret and the requirement is unambiguous. Because the statute is unambiguous it must be enforced as written and is not subject to agency interpretation. *Employees Ret. Sys. of Texas v. Garcia*, 454 S.W. 3d 121,137 (Tex. App-Austin 2014, pet denied). Further, the requirements of notice to the Presiding Officer are incorporated into the agency’s Qualified Allocation Plan (QAP) and Rules for 2018. An agency is required to follow the unambiguous language of its own Rules or it will be considered to be acting in an arbitrary and capricious manner. *Zimmer US, Inc. v. Combs*, 368 S.W. 3d 579, 586-88 (Tex. App-Austin 2012, no pet.). Therefore, the agency must strictly apply the Application requirements for written Public Notification “to the correct person” as described in the 2018 Rules.

The Applicant certified to TDHCA that no re-notifications were made at the time of Application. (Please see Exhibit “C”). As a result, it would appear that Rhonda Skillern-Jones was not notified about the Application as required by the full application deadline and therefore the Applicant failed to meet the mandatory Public Notification threshold requirement. Accordingly, we would respectfully request that you review this matter and terminate the Application.

Sincerely,

[Signature]

Andres Medrano

Cc: Les Kilday – les@kildayco.net
    Casey Oldham – casey.oldham@oldhamgoodwin.com
    Hunter Goodwin – hunter.goodwin@oldhamgoodwin.com

Exhibit “A” Pre-Application
Exhibit “B”    Minutes of HISD Board of Trustees Meeting
Exhibit “C”    Certification of Notifications
<table>
<thead>
<tr>
<th><strong>2018 Competitive HTC Pre-Application</strong></th>
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<tbody>
<tr>
<td><strong>Submission ID</strong></td>
</tr>
<tr>
<td><strong>Submission Date</strong></td>
</tr>
<tr>
<td><strong>Application Number</strong></td>
</tr>
<tr>
<td><strong>Full Name</strong></td>
</tr>
<tr>
<td><strong>Address</strong></td>
</tr>
<tr>
<td></td>
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<tr>
<td></td>
</tr>
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</tr>
<tr>
<td><strong>Phone Number</strong></td>
</tr>
<tr>
<td><strong>Email</strong></td>
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<tr>
<td><strong>Full Name</strong></td>
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<tr>
<td><strong>Email</strong></td>
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<tr>
<td><strong>Phone Number</strong></td>
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<td><strong>Email</strong></td>
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<tr>
<td><strong>Phone Number</strong></td>
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<tr>
<td><strong>Name of Proposed Entity</strong></td>
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<tr>
<td><strong>Development Name</strong></td>
</tr>
<tr>
<td><strong>Development Type</strong></td>
</tr>
<tr>
<td><strong>Secondary Type</strong></td>
</tr>
<tr>
<td><strong>Target Population</strong></td>
</tr>
<tr>
<td><strong>Address</strong></td>
</tr>
<tr>
<td><strong>City</strong></td>
</tr>
<tr>
<td><strong>Zip Code</strong></td>
</tr>
<tr>
<td><strong>ETJ?</strong></td>
</tr>
<tr>
<td><strong>County</strong></td>
</tr>
<tr>
<td><strong>Region</strong></td>
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*Exhibit A*
<table>
<thead>
<tr>
<th>Description</th>
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<tbody>
<tr>
<td>Census Tract</td>
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</tr>
<tr>
<td>Total LI Units</td>
<td>108</td>
</tr>
<tr>
<td>Total MR Units</td>
<td>12</td>
</tr>
<tr>
<td>Total Units</td>
<td>120</td>
</tr>
<tr>
<td>HTC Request</td>
<td>150000</td>
</tr>
<tr>
<td>Pre-App Fee Due</td>
<td>1200</td>
</tr>
<tr>
<td>Has Fee already been submitted?</td>
<td>No</td>
</tr>
<tr>
<td>Set-Asides</td>
<td>None</td>
</tr>
<tr>
<td>U.S. Representative</td>
<td>Shella Jackson Lee</td>
</tr>
<tr>
<td>District</td>
<td>18</td>
</tr>
<tr>
<td>State Senator</td>
<td>Sylvia R. Garcia</td>
</tr>
<tr>
<td>District</td>
<td>6</td>
</tr>
<tr>
<td>State Representative</td>
<td>Carol Alvarado</td>
</tr>
<tr>
<td>District</td>
<td>145</td>
</tr>
<tr>
<td>School Superintendent</td>
<td>Richard A Carranza</td>
</tr>
<tr>
<td>District Name</td>
<td>Houston ISD</td>
</tr>
<tr>
<td>Address</td>
<td>4400 West 18th Street</td>
</tr>
<tr>
<td></td>
<td>Houston</td>
</tr>
<tr>
<td></td>
<td>77092</td>
</tr>
</tbody>
</table>

**Presiding Officer of Board of Trustees**

<table>
<thead>
<tr>
<th>Name</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>4400 West 18th Street</td>
</tr>
<tr>
<td></td>
<td>Houston</td>
</tr>
<tr>
<td></td>
<td>77092</td>
</tr>
<tr>
<td>Name</td>
<td>Sylvester Turner</td>
</tr>
<tr>
<td>Office</td>
<td>Mayor</td>
</tr>
<tr>
<td>Name 2</td>
<td>Cohen Ellen...</td>
</tr>
<tr>
<td>Office 2</td>
<td>Mayor Pro Tem</td>
</tr>
</tbody>
</table>
MINUTES OF THE REGULAR MEETING
BOARD OF EDUCATION
HOUSTON INDEPENDENT SCHOOL DISTRICT

January 18, 2018

MEETING HELD - MEMBERS PRESENT

The Board of Trustees of the Houston Independent School District (HISD) held a Regular Meeting on January 18, 2018, beginning at 2:05 PM in the Board Services Conference Room of the Hattie Mae White Educational Support Center, 4400 West 18th St., Houston, TX 77092.

<table>
<thead>
<tr>
<th>Attendee Name</th>
<th>Title</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rhonda Skillem-Jones</td>
<td>District II Trustee</td>
<td>Present</td>
</tr>
<tr>
<td>Wanda Adams</td>
<td>President and District IX Trustee</td>
<td>Present</td>
</tr>
<tr>
<td>Jolanda Jones</td>
<td>District IV Trustee</td>
<td>Present</td>
</tr>
<tr>
<td>Diana Davila</td>
<td>District VIII Trustee</td>
<td>Present</td>
</tr>
<tr>
<td>Holly Maria Flynn Vilaseca</td>
<td>District VI Trustee</td>
<td>Present</td>
</tr>
<tr>
<td>Anne Sung</td>
<td>District VII Trustee</td>
<td>Present</td>
</tr>
<tr>
<td>Elizabeth Santos</td>
<td>District I Trustee</td>
<td>Present</td>
</tr>
<tr>
<td>Sergio Lira</td>
<td>District III Trustee</td>
<td>Present</td>
</tr>
<tr>
<td>Susan Deigaard</td>
<td>District V Trustee</td>
<td>Present</td>
</tr>
</tbody>
</table>

ADJOURNMENT TO EXECUTIVE SESSION

The Board adjourned to closed or executive session at 2:05 p.m. under Section D of Chapter 551 of Texas Government Code, Open Meetings Act, Subsections 551.071, 551.072, 551.073, 551.074, 551.076, 551.082, 551.083, and 551.084 for the purposes stated in the notice of this meeting. If any final action, vote or decision on any matter considered in the closed session shall be required, such final action, vote or decision shall be taken at the open meeting covered by this notice upon the reconvening of this public meeting or at a subsequent meeting of the Board upon notice thereof.

RECONVENED IN OPEN SESSION IN THE BOARD AUDITORIUM

President Adams called to order the Regular Meeting of the Board of Education of the Houston Independent School District and declared the Board convened to consider matters pertaining to the Houston Independent School District as listed on the duly posted meeting notice.

MEDITATION AND PLEDGE OF ALLEGIANCE TO THE FLAG

Cadet Raul Galvan, a senior at High School for Law and Justice led the Pledge of Allegiance and honors to the Texas flag.
SPECIAL RECOGNITIONS
School Board Recognition Month presented by Cody Holder with County Commissioner Jack Cagle's office

Employee of the Month Presentation for February 2018, Rita Redix, Gallegos Elementary School

President's Award to Business Operations

ELECTION OF OFFICERS
Speaker
Ben Becker

Board President
Trustee Davila nominated Rhonda Skillem-Jones for Board President. Trustee Jones seconded the nomination. There were no other nominations and Trustee Skillem-Jones was elected President unanimously 9-0.

First Vice President
Trustee Santos nominated Jolanda Jones for First Vice President. Trustee Davila seconded the nomination. There were no other nominations and Trustee Jones was elected First Vice President unanimously 9-0.

Second Vice President
Trustee Skillem-Jones nominated Anne Sung for Second Vice President. Trustee Davila seconded the nomination. There were no other nominations and Trustee Sung was elected Second Vice President unanimously, 9-0.

Secretary
Trustee Jones nominated Sergio Lira for Secretary. Trustee Davila seconded the nomination. There were no other nominations and Trustee Lira was elected Secretary unanimously 9-0.

Assistant Secretary
Trustee Sung nominated Holly Maria Flynn Vilaseca as Assistant Secretary. Trustee Santos seconded the nomination. There were no other nominations and Trustee Flynn Vilaseca was elected Assistant Secretary unanimously 9-0.
HISD Regular Meeting Board of Trustees – January 18, 2018

MEETING RECESSED

President Skillern-Jones called for a brief recess at 5:49 p.m. in order to provide the Office of Board Services an opportunity to rearrange the seating arrangements for the newly elected officers.

MEETING RECONVENED

President Skillern-Jones reconvened the meeting at 6:00 p.m.

President Skillern-Jones presented Ms. Adams with an engraved plaque as outgoing Board President.

HEARING OF CITIZENS

- Roberto Centeno
- Deborah Mosichuk
- Sarah Terrell
- Jane Friou
- Karina Quesada-Leon
- Mindy Wilson
- Cynthia Cage
- Daniel Santos
- Yen Rabe
- Aaron McCloud
- Sarah Becker

A. SUPERINTENDENT’S PRIORITY ITEMS

A-1. Approval Of Personal Services Performed By The Superintendent, Including Speaking Engagements, Panel Discussions, Workshops, Etc., In Accordance With Texas Education Code Section 11.201(E)

   - Achieve 180 Monthly Report
   - Kashmere Gardens Elementary School Presentation
   - Key Middle School Presentation

A-3. Board Monitoring Update: Presentation Of Goal 1 Progress Measure 1.2 And Goal 3 Progress Measure 3.1
   - January 2018 Goals And GPM Update
   - Goal Monitoring Report - January 2018

Any supplemental information to Agenda Items may be found in the Meeting Folder of this date located in the Office of Board Services, Houston Independent School District.
HISD Regular Meeting Board of Trustees – January 18, 2018

B. TRUSTEE ITEMS


NO ACTION TAKEN

B-2. Approval Of The Board’s Quarterly Self-Evaluations, Time Use Tracker, And Quarterly Progress Tracker In Accordance With The Texas Education Agency Implementation Integrity Instrument

RESULT: APPROVED [7 TO 2]
MOVER: Wanda Adams, District IX Trustee
SECONDER: Anne Sung, District VII Trustee
AYES: Skillem-Jones, Adams, Davila, Flynn Vilaseca, Sung, Lira, Delgado
NAYS: Jones, Santos

C. CLOSED SESSION

C-1. Personnel

a. Deliberate the duties of the superintendent of schools, chief officers, assistant superintendents, principals, employees, chief audit executive, and board members; evaluations of the superintendent and chief audit executive, consideration of compensation, and contractual provisions.

b. Consider and approve proposed appointments, reassignments, proposed terminations, terminations/suspensions, contract lengths, proposed nonrenewals, renewals, and resignations/retirements of personnel including teachers, assistant principals, principals, chief officers, assistant superintendents, and other administrators, and, if necessary, approve waiver and release and compromise agreements.

On motion by Trustee Santos, seconded by Trustee Davila the recommendation that the Board approve a finding of no good cause for educators to resign or abandon employment contracts without District consent under Sections 21.105(c); 21.160(c), or 21.210(c) of the Texas Education Code as discussed in closed session, effective January 19, 2018, and authorize the Superintendent or his designee to submit a written complaint to SBEC to impose sanctions was approved.

Any supplemental information to Agenda Items may be found in the Meeting Folder of this date located in the Office of Board Services, Houston Independent School District.
HISD Regular Meeting Board of Trustees – January 18, 2018

RESULT: APPROVED [8 TO 0]
MOVER: Elizabeth Santos, District I Trustee
SECONDER: Diana Davila, District VIII Trustee
AYES: Adams, Jones, Davila, Flynn Vilaseca, Sung, Santos, Lira, Deigaard
ABSTAIN: Skillel-Jones

On motion by Trustee Santos, seconded by Trustee Davila the recommendation that the Board approve terminations of probationary contracts and proposed nonrenewals of term contracts and authorize the superintendent to provide notice of same, as discussed in closed session, effective January 19, 2018 was approved.

RESULT: APPROVED [8 TO 0]
MOVER: Elizabeth Santos, District I Trustee
SECONDER: Diana Davila, District VIII Trustee
AYES: Adams, Jones, Davila, Flynn Vilaseca, Sung, Santos, Lira, Deigaard
ABSTAIN: Skillel-Jones

c. Hear complaints against and deliberate the appointment, evaluation and duties of public officers or employees and resolution of same.

C-2. Legal Matters

a. Matters on which the district’s attorney’s duty to the district under the Code of Professional Responsibility clearly conflicts with the Texas Open Meetings Law

b. Pending or contemplated litigation matters and status report

c. Update in the matter of Richard Patton v. Houston Independent School District; in the 295th Judicial District Court; Cause No. 2016-51917

d. Consideration and approval of a limited waiver of an attorney-client privileged letter dated May 18, 2015 from Attorney Michelle Morris related to the matter of Richard Patton v. Houston Independent School District; in the 295th Judicial District Court; Cause No. 2016-51917

On motion by Trustee Santos, seconded by Trustee Davila the recommendation that the Board approve a limited waiver of an attorney-client privileged letter dated May 18, 2015, on the terms

Any supplemental information to Agenda Items may be found in the Meeting Folder of this date located in the Office of Board Services, Houston Independent School District.
HISD Regular Meeting Board of Trustees – January 18, 2018

discussed in closed session, effective January 19, 2018 was approved.

RESULT: APPROVED [8 TO 0]
MOVER: Elizabeth Santos, District I Trustee
SECONDER: Diana Davila, District VIII Trustee
AYES: Adams, Jones, Davila, Flynn Vilaseca, Sung, Santos, Lira, Deigaard
ABSTAIN: Skillem-Jones

e. Status update and possible action in the matter of Reba Carter, et al. v. HISD; in the U.S. District Court for the Southern District of Texas, Houston Division; Civil Action No. 4:14-CV-01390 NO ACTION TAKEN

f. Discussion and possible action in the matter of Houston Independent School District v. Texas Workforce Commission; in Travis County, Texas; Cause No. D-1-GN-00534 NO ACTION TAKEN

g. Consideration and authority to settle the matter of Oscar Galaviz v. Houston Independent School District; in the 11th Judicial District of Harris County, Texas; Cause No. 2017-15836

On motion by Trustee Santos, seconded by Trustee Davila the recommendation that the Board authorize the District’s attorneys to settle the matter of Oscar Galaviz v. Houston Independent School District; in the 11th Judicial District of Harris County, Texas; Cause No. 2017-15836, on the terms discussed in closed session, effective January 19, 2018 was approved.

RESULT: APPROVED [8 TO 0]
MOVER: Elizabeth Santos, District I Trustee
SECONDER: Diana Davila, District VIII Trustee
AYES: Adams, Jones, Davila, Flynn Vilaseca, Sung, Santos, Lira, Deigaard
ABSTAIN: Skillem-Jones

h. Consideration and approval of Confidential Settlement Agreement and Release of All Claims regarding Kaleb D. b/n/f Karen D. v. Houston Independent School District; before a Section 504 Hearing Officer

On motion by Trustee Santos, seconded by Trustee Davila the recommendation that the Board authorize the District’s attorneys to settle the matter of Kaleb D. b/n/f Karen D. v. Houston Independent School District; before a Section 504 Hearing Officer, on the terms

Any supplemental information to Agenda Items may be found in the Meeting Folder of this date located in the Office of Board Services, Houston Independent School District.
discussed in closed session, effective January 19, 2018 was approved.

RESULT:        APPROVED [8 TO 0]
MOVER:         Elizabeth Santos, District I Trustee
SECONDER:      Diana Davila, District VIII Trustee
AYES:          Adams, Jones, Davila, Flynn Vilaseca, Sung, Santos, Lira, Deigaard
ABSTAIN:       Skillem-Jones

i. Update regarding Hurricane Harvey claims

C-3. Real Estate

D. ACADEMIC SERVICES

D-1. Approval Of Current And Anticipated Donations For Districtwide And School-Specific Programs And Authorization To Negotiate, Execute, And Amend Necessary Contracts Associated With These Donations

Approved by Consensus

RESULT:        APPROVED [UNANIMOUS]
MOVER:         Holly Maria Flynn Vilaseca, District VI Trustee
SECONDER:      Diana Davila, District VIII Trustee
AYES:          Skillem-Jones, Adams, Jones, Davila, Flynn Vilaseca, Sung, Santos, Lira, Deigaard

D-2. Acceptance Of Grant Funds In Support Of Districtwide And School-Specific Programs And Authorization To Negotiate And Execute Contracts Required Under The Grants

Approved by Consensus

RESULT:        APPROVED [UNANIMOUS]
MOVER:         Holly Maria Flynn Vilaseca, District VI Trustee
SECONDER:      Diana Davila, District VIII Trustee
AYES:          Skillem-Jones, Adams, Jones, Davila, Flynn Vilaseca, Sung, Santos, Lira, Deigaard

D-3. Approval Of Resolution Of The Board Of Education To Approve Campus Turnaround Plans For Year Two Improvement Required Campuses

Speaker

Gerry Monroe

Any supplemental information to Agenda Items may be found in the Meeting Folder of this date located in the Office of Board Services, Houston Independent School District.
HISD Regular Meeting Board of Trustees – January 18, 2018

RESULT: APPROVED [UNANIMOUS]
MOVER: Wanda Adams, District IX Trustee
SECONDER: Diana Davila, District VIII Trustee
AYES: Skillem-Jones, Adams, Jones, Davila, Flynn Vilaseca, Sung, Santos, Lira, Deigaard

E. SCHOOL OFFICES – NO ITEMS

F. STUDENT SUPPORT – NO ITEMS

G. HUMAN RESOURCES – NO ITEMS

H. BUSINESS OPERATIONS

H-1. Ratification Of Use Of The Tax Increment Reinvestment Zone Fund For The Leveling And Drainage Repairs Of The Sports Field At Carter Woodson K–8 School

Approved by Consensus

RESULT: APPROVED [UNANIMOUS]
MOVER: Holly Maria Flynn Vilaseca, District VI Trustee
SECONDER: Diana Davila, District VIII Trustee
AYES: Skillem-Jones, Adams, Jones, Davila, Flynn Vilaseca, Sung, Santos, Lira, Deigaard

I. FINANCE

I-1. Approval Of Vendor Awards For Purchases Over $100,000 And Ratification Of Vendor Awards For Purchases Under $100,000

RESULT: APPROVED [7 TO 2]
MOVER: Wanda Adams, District IX Trustee
SECONDER: Anne Sung, District VII Trustee
AYES: Skillem-Jones, Adams, Flynn Vilaseca, Sung, Santos, Lira, Deigaard
NAYS: Jones, Davila

I-2. Approval Of Resolution Declaring Intention To Reimburse Project Expenditures

Approved by Consensus

Any supplemental information to Agenda Items may be found in the Meeting Folder of this date located in the Office of Board Services, Houston Independent School District.
RESULT: APPROVED [UNANIMOUS]
MOVER: Holly Maria Flynn Vilaseca, District VI Trustee
SECONDER: Diana Davila, District VIII Trustee
AYES: Skillem-Jones, Adams, Jones, Davila, Flynn Vilaseca, Sung, Santos, Lira, Delgaard

I-3. Approval To Negotiate And Execute A Contract For Onsite Benefits Administration Services

Approved by Consensus

RESULT: APPROVED [UNANIMOUS]
MOVER: Holly Maria Flynn Vilaseca, District VI Trustee
SECONDER: Diana Davila, District VIII Trustee
AYES: Skillem-Jones, Adams, Jones, Davila, Flynn Vilaseca, Sung, Santos, Lira, Delgaard

I-4. Adoption Of Penalty On Tax Year 2017 Delinquent Taxes For The Houston Independent School District In Accordance With Section 33.07 Of The Texas Property Tax Code

Approved by Consensus

RESULT: APPROVED [UNANIMOUS]
MOVER: Holly Maria Flynn Vilaseca, District VI Trustee
SECONDER: Diana Davila, District VIII Trustee
AYES: Skillem-Jones, Adams, Jones, Davila, Flynn Vilaseca, Sung, Santos, Lira, Delgaard

J. OTHER – NO ITEMS

K. POLICY

K-1. Proposed Revisions To Board Policy CAA(LOCAL), Fiscal Management Goals And Objectives: Financial Ethics—First Reading

Speaker

Gerry Monroe

Approved by Consensus
RESULT: APPROVED [UNANIMOUS]
MOVER: Holly Maria Flynn Vilaseca, District VI Trustee
SECONDER: Diana Davila, District VIII Trustee
AYES: Skillern-Jones, Adams, Jones, Davila, Flynn Vilaseca, Sung, Santos, Lira, Deigaard

L. SUPERINTENDENT’S INFORMATION ITEMS

ADJOURNMENT

There being no further business, the meeting adjourned at 9:15 p.m.

MINUTES APPROVED

The foregoing minutes of the Regular Meeting of the Board of Education of the Houston Independent School District held on January 18, 2018 the Board Auditorium of the Hattie Mae White Educational Support Center of the Houston Independent School District, 4400 West 18th Street, Houston, Texas, were duly approved at a Special meeting held on February 1, 2018.

Rhonda Skillern-Jones
Board of Education, President
Houston Independent School District

Sergio Lira
Board of Education, Secretary
Houston Independent School District

Any supplemental information to Agenda Items may be found in the Meeting Folder of this date located in the Office of Board Services, Houston Independent School District.
**Exhibit C**

Elected Officials

[X] Elected officials were identified in the *Pre-Application*, and there have been no changes.
(If box above is checked, these forms may be left BLANK.)

Please identify all elected officials which represent the Development Site.

<table>
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<tr>
<th><strong>US Representative</strong></th>
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<th><strong>State Senator</strong></th>
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<th><strong>Support Letter</strong></th>
<th><strong>State Representative</strong></th>
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<th><strong>City Mayor</strong></th>
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**While Applicants are not required to notify US Representatives, the Department is required to notify them. Therefore, Applicant must identify the appropriate US Representative of the district containing the Development.**
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<tr>
<th>District/Precinct</th>
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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.

**Part 2.** Notifications - Form and Content:

- **X** I (we) certify that the notifications are not older than 3 months from the first day of the Application Acceptance Period for Competitive HTC Applications and not older than three (3) months prior to the date Parts 5 and 6 of the Application are submitted for Tax Exempt Bond Developments, and not older than three (3) months prior to the date the Application is submitted for all other Applications.

- **X** I (we) certify that the notifications do not contain any false or misleading statements. Without limiting the generality of the foregoing, the notification does not create the impression that the proposed Development will serve a specific purpose exclusively or as a preference without such targeting or preference being documented in the Application and is or will be in full compliance with all applicable state and federal laws, including state and federal fair housing laws.

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

- **X** I (We) certify that, in addition to all of the required neighborhood organizations, the following entities were notified in accordance with §10.203 of the Uniform Multifamily 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;
  - President 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;
  - President of the Governing Body of the county containing the Development;
  - All elected members of the Governing Body of the county containing the Development;
  - State senator of the district containing the Development; and
  - State representative of the district containing the Development.

- **X** While not required to be submitted in this Application, I have kept evidence of all notifications made and this evidence may be requested by the Department at any time during the Application review.

**Part 3.** No Neighborhood Organizations exist (Competitive HTC only):

**X** I (We) certify that no Neighborhood Organizations exist for which this Application would be eligible to receive points under §11.9(d)(4) of the CAP or for which notification is required.

**Part 4.** Certification:

By: ____________________________

Signature of Applicant/Development Owner

Date: 2/20/18

Les Kilgore

Printed Name

Notarize on next page
CERTIFICATION OF NOTIFICATIONS (continued)

Texas
Notary Public, State of

HARRIS
County of

My Commission expires

2/8/2019

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 20 day of February, 2018

[Signature]

Notary Public Signature
May 9, 2018

Ms. Sharon Gamble
Competitive Housing Tax Credit Program Administrator
Texas Department of Housing and Community Affairs
221 E 11th Street
Austin, TX 78701

RE: Third Party Request for Administrative Deficiency (RFAD) Response for Application 18306
Campanile on Commerce - Notification Requirements Regarding President of School Board

Dear Ms. Gamble,

Thank you for the opportunity to provide information, clarification, and an explanation to staff’s question for the issue in the RFAD issued on May 7, 2018 by staff, which states:

1. Provide evidence that the appropriate notifications were made timely.

First, we wish to request an expedited review and resolution to this matter, due to the Readiness to Proceed category in Selection Criteria. As you know, 10 TAC §11.9(c)(8), related to Readiness to Proceed, provides an incentive to Applications in areas affected by Hurricane Harvey to “close on all financing and fully execute the construction contract on or before the last business day of October.” Because of this Application’s competitive posture, and the fact that it includes points for Readiness to Proceed, we have already begun engineering, architectural design and third-party reports (in excess of those required for Application) in order to meet that deadline. To date, we have incurred expenses well over $100,000.

In the event it is determined that Board action is required, we respectfully request this matter be placed on the May 24th Board Agenda.

Background

Campanile on Commerce received RFADs from Andres Medrano of Foley Gardere, (representing Application 18043 Huntington at Miramonte), and from David Koogler of Mark-Dana Corporation, a competing Applicant with several Applications in the sub-region. Both Mr. Medrano and Mr. Koogler point out a change in the position of Board President for the Houston Independent School District (“HISD”) which occurred January 18, 2018, and both requestors assert that Campanile on Commerce failed to meet threshold criteria due to not re-notifying the
newly selected Board President, Ms. Rhonda Skillern-Jones. It should be noted that efforts were made to confirm current personnel at the HISD for the notification process and the HISD website did not reflect any changes to the Superintendent, members of the board, or presiding officer until after the March 1 application deadline.

We would first like to review the rules pertaining to the notifications and the requirements for said notifications to the various bodies and individuals to be notified, as we believe that there are very unique and important distinctions that should be taken into consideration.

**Requirements – Texas Administrative Code (TAC)**

Pursuant to 10 TAC §11.8(b)(2)(B)(iii), related to Pre-Application Notification Recipients, we notified the “presiding officer of the board of trustees” of HISD (Exhibit A) on January 8, 2018. Based on the rule requirements, we do not believe that re-notification is necessarily required upon the selection of a new President, or “presiding officer”.

In determining the precise notification requirements, we must first look to Tex. Gov’t Code §2306.6704 (b-1) (2) and §2306.6705(9)(B) which state:

§2306.6704 (b-1) (2): “The preapplication process must require the applicant to provide the department with evidence that the applicant has notified the following entities with respect to the filing of the application:”

(2) “The superintendent and the presiding officer of the board of trustees of the school district containing the development.”

§2306.6705 “General Application Requirements. An application must contain at a minimum the following written, detailed information in a form prescribed by the board:”

(9) “evidence that the applicant has notified the following entities with respect to the filing for the application:”

(B) “the superintendent and the presiding officer of the board of trustees of the school district containing the development.”

It would seem that statute is silent on the issue of what is to ensue when a change occurs between Pre-Application and Application. We must therefore look to the Texas Administrative Code. Pursuant to 10 TAC §10.203, “should a change in elected official occur between the submission of a Pre-Application and the submission of an Application, Applicants are required to notify the newly elected (or appointed) official no later than the Full Application Delivery Date.”

The term elected official is not defined in Title 10 of the TAC, but it is defined in Title 1, and that definition reads:
§72.1(e) “Elected official” means any individual who has been elected to an office of state government, including political subdivisions of the state, which is filled by the choice of the voters, including a member of the legislature.”

The term appointed official is not defined in any section of the Texas Administrative Code but has the common use association of a political appointment, such as the appointment of TDHCA’s Board of Directors by the Governor.

**Analysis**

At issue is the notification requirement when a change has occurred to the notification recipient list between Pre-Application submission and Application submission. The plain language of 10 TAC §10.203 qualifies that only elected officials, and more specifically newly elected (or appointed) officials, require re-notification. If any change to the recipient list required re-notification, these qualifiers would have been omitted from the language.

It is also important to note that the notification language for school districts is quite distinct from those of a Governing Body of a municipality or county, which requires “all elected members” of the Governing Body to be notified. This is in stark contrast to the language used for school districts which requires two notifications: first, to the Superintendent (a position which is hired by the board of trustees), and second, to the “presiding officer” of the board of trustees. The notification requirement in this case is clearly to a particular position on the board of trustees, not to the individual trustees themselves, with the expectation that the presiding officer will share the notification with the board of trustees. This notification grants the school board the opportunity to solicit public comment on how a proposed development could impact their district and schools. By providing notification to the superintendent and the board president, we fulfilled our obligation to the HISD school board as a whole.

The question then becomes, is the “presiding officer of the board of trustees” an elected official? In this case, the presiding officer is the position of President, a position which is not “filled by the choice of the voters” and therefore doesn’t constitute an elected position. According to Houston ISD’s own Board Policy Manual, related to “Selection of Officers” (Exhibit D), the position of President is internally selected from the members of the Board. Similarly, the position of President is not appointed by any outside political office, as is the case when the office of a State Representative falls vacant and the Governor appoints an interim replacement.

To further illustrate this distinction, we offer the following example from the TDHCA 2016 Housing Tax Credit cycle.

In 2016, Applicant TDHCA #16117 TX Indian Lake Apartments, L.P. sent notifications prior to Pre-Application to the city council of Indian Lake for Application 16117 Indian Lake Apartment Homes. Two of the notifications went to previous alderman; two of the then sitting alderman did not receive notifications. The Application was challenged on the grounds the Applicant did not
notify all of the city council members. The Applicant responded with a letter from the city mayor stating that the notification had been received and confirmed the notification was provided to the council members. The Department accepted this evidence that all city council members had been notified. The Department dismissed the challenge and allowed the Application to proceed through the process to award. Attached are the excerpts from the TDHCA Board Meeting and documents presented at the board meeting for your review, labeled Exhibit B.

Our Application presents similar, but less severe, circumstances. Attached is evidence that we notified before Pre-Application the then sitting “presiding officer” of the HISD board of trustees and the notification was disseminated to all the members of the board. After Pre-Application, the board of trustees chose another sitting board member to preside as president. The president is not new to board; as she was already serving on the Board of Trustees and has been since 2011. The current president, Ms. Skillern-Jones, received notification with the rest of the board from the original notification. Attached is a letter from Ms. Skillern-Jones on behalf of the HISD Board verifying this action for your review, labeled Exhibit C.

This circumstance is similar because, like Application TDHCA #16117, our notification was shared with all the sitting members of the board of trustees, just as the notification to Indian Lake was shared with all the sitting aldermen. In our case, it is less severe than with Application TDHCA #16117 because that notification was shared with officials elected by the voters of Indian Lake. Our notification was shared with the board of trustees of HISD, one of whom became president at the behest of the rest of the board, not by election of the voters. Elected officials have a direct impact on application scoring, whereas a board of trustees of a school district only has a tertiary impact through its option to provide comments on an application (specifically, an application targeting families due to their potential impact to the schools in the district). Campanile on Commerce is targeting elderly.

Since our Application presents similar, but less severe, circumstances to Application TDHCA #16117, we believe we should also receive the same consideration and outcome – clearance of the challenge.

**Conclusion**

A reasonable reading of the applicable statute, code and selection policy from HISD would conclude, the “presiding officer of the board of trustees” is not an elected position, and therefore, not an elected official; thereby, not necessarily subject to the re-notification requirement.

Furthermore, our proposed development is a senior development that will serve the elderly. While our development will benefit the district and schools by generating additional tax revenue, our development will not constitute a negative impact on the district’s resources, as our development will not house children that attend HISD schools.
We believe our development constitutes a substantial net benefit to HISD and our notifications to the district fulfill the requirements of the QAP and the law. Given the stakes outlined above, we respectfully request an expedited resolution to this matter and to find our notification sufficient and dismiss the challenges. We again ask that if Board action is deemed necessary, the issue be placed on the May 24th Board Agenda.

Should you have any questions or require additional information, please do not hesitate to contact me directly at (713) 914-9400 or via email at les@kidayco.net any time.

Sincerely,

[Signature]

Les Kilday
Campanile on Commerce, LP

cc: Tim Irvine, Executive Director – TDHCA
    Marni Holloway, Multifamily Director – TDHCA
    Beau Eccles, General Counsel - TDHCA
    Barry Palmer, Coats Rose
    Teresa Shell, TA Shell Group (HUB)
    Lora Myrick, BETCO Consulting, LLC.
U.S. Postal Service
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

$ ____________________________

Extra Services & Fees (check box, add fee as appropriate)

- Return Receipt (hardcopy) $ ____________________________
- Return Receipt (electronic) $ ____________________________
- Certified Mail Restricted Delivery $ ____________________________
- Adult Signature Required $ ____________________________
- Adult Signature Restricted Delivery $ ____________________________

Postage

$ ____________________________

Total Postage $ ____________________________

President Wanda Adams
Houston ISD
4400 West 18th Street
Houston, TX 77092-8501

Exhibit A
January 7, 2018

Ms. Wanda Adams
Houston ISD
4400 West 18th Street
Houston, TX 77092-8501

Ms. Adams;

The purpose of this letter is to notify you that Kilday Operating LLC is making an application for Housing Tax Credits and HOME/TCAP funding through the Texas Department of Housing and Community Affairs for the Campanile on Commerce Development which would be located at 2800 Commerce Street in Houston, Texas, 77003 in Harris County. This New Construction development is an Apartment community and would be comprised of up to 120 units out of which at least 108 of the proposed units would be for low to moderate-income tenants.

In accordance with Department rules, we must inform you that aspects of the Development may not yet be determined or selected or may be subject to change, such as changes in the amenities ultimately selected and provided.

We are excited at the opportunity to bring another option to residents for quality affordable housing. If you have any questions, please do not hesitate to contact me any time.

Sincerely,

Lora Myrick

Representative of Kilday Operating LLC
Development Owner
1717 St. James Place
Suite 150
Houston, TX 77056
(713) 914-9400
USPS Tracking

**Track Another Package**

**Tracking Number**: 70171450000160845470

Your item was delivered to an individual at the address at 10:51 am on January 10, 2018 in HOUSTON, TX 77092.

**Delivered**

January 10, 2018 at 10:51 am
Delivered, Left with Individual
HOUSTON, TX 77092

**Tracking History**

**January 10, 2018, 10:51 am**
Delivered, Left with Individual
HOUSTON, TX 77092
Your item was delivered to an individual at the address at 10:51 am on January 10, 2018 in HOUSTON, TX 77092.

**January 9, 2018, 11:51 pm**
Departed USPS Regional Facility
NORTH HOUSTON TX DISTRIBUTION CENTER

**January 9, 2018, 12:17 pm**
Arrived at USPS Regional Facility
NORTH HOUSTON TX DISTRIBUTION CENTER

**January 9, 2018, 3:07 am**
Departed USPS Regional Facility
AUSTIN TX DISTRIBUTION CENTER
January 8, 2018, 10:44 pm
Arrived at USPS Regional Facility
AUSTIN TX DISTRIBUTION CENTER

Product Information

Postal Product: Certified Mail
Features: Certified Mail™

Can’t find what you’re looking for?
Go to our FAQs section to find answers to your tracking questions.

FAQs (http://faq.usps.com/?articleId=220900)
June 21, 2016

Ms. Cynthia L. Bast
Locke Lord, LLP
600 Congress, Suite 2200
Austin, TX 78701

RE: THIRD PARTY REQUEST FOR ADMINISTRATIVE DEFICIENCY: 16117 INDIAN LAKE APARTMENT HOMES

Dear Ms. Bast:

The Texas Department of Housing and Community Affairs ("the Department") is in receipt of the Third Party Request for Administrative Deficiency you submitted regarding the application referenced above. The request asked the Department to review whether the Application meets the requirements of §11.9(e)(3) of the 2016 Qualified Allocation Plan ("QAP") regarding Pre-Application Participation, particularly whether the Applicant failed to properly notify all required individuals, rendering the Application ineligible for points under this section of the rule. We reviewed your request and determined that a Notice of Administrative Deficiency should be issued to the Applicant.

In response to the Administrative Deficiency, the Applicant submitted a fully processed certified mail receipt and a response from the Mayor of the City of Indian Lake indicating that “each alderman of the Town of Indian Lake were provided and received copies of the notice upon receipt.”

Based on this evidence, the Department has determined that the matter has been resolved and no further action is required by the Applicant. If you have questions or require further information, please contact me.

Sincerely,

[Signature]

Marni Holloway
Multifamily Division Director
February 26, 2016

To whom it may concern:

I am the Mayor of Indian Lake. I received the attached notice by certified delivery in January 2016.

I hereby confirm that each alderman of the Town of Indian Lake were provided and received copies of the notice upon receipt.

Your attention to this is appreciated.

Sincerely,

Barbara Collum
Mayor
**USPS Tracking®**

Tracking Number: 70151520000299425802

Updated Delivery Day: Monday, January 11, 2016

### Product & Tracking Information

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### Available Actions

- Track Another Package
- Manage Incoming Packages

https://tools.usps.com/go/TrackConfirmAction?tLabels=70151520000299425802
Certified Mail® Receipt
Domestic Mail Only

For delivery information, visit our website at www.usps.com.

[Address Details]
Mayor of the City of Indian Lake
Barbara Collum
62 South Aztec Cove Drive
Los Fresnos, TX 78566

Certified Mail Fee

$_

$ Extra Services & Fees (please list and prices appropriating)

☐ Return Receipt Requested
☐ Insured Mail
☐ Certified Mail
☐ Priority Mail Express
☐ Registered Mail
☐ Collect on Delivery

Postage

$_

Total Postage and Fee

$_

Send To

Street Address

City, State, ZIP Code

PS Form 3811, July 2013

Domestic Return Receipt

SENDING COMPLETE THIS SECTION

☐ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.

☐ Print your name and address on the reverse so that we can return the card to you.

☐ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Mayor of the City of Indian Lake
Barbara Collum
62 South Aztec Cove Drive
Los Fresnos, TX 78566

2. Article Number
(Transfer from service label)

7015 1520 0002 9942 5802

COMPLETE THIS SECTION ON DELIVERY

A. Signature

[Signature]

☐ Agent

☐ Address

B. Received by (Printed Name) [Signature]

C. Date of Delivery

[Date]

D. Is delivery address different from item 1?☐ Yes

If YES, enter delivery address below: ☐ No

3. Service Type

☐ Certified Mail®

☐ Priority Mail Express

☐ Registered

☐ Insured Mail

☐ Collect on Delivery

4. Restricted Delivery? (Extra Fee)☐ Yes
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 2016 Uniform Multifamily Rules was identified. By this notice, the Department is requesting documentation to correct the following deficiency or deficiencies. Any issue initially identified as an Administrative Deficiency may ultimately be determined to be beyond the scope of an Administrative Deficiency, and the distinction between material and non-material missing information is reserved for the Director of Multifamily Finance, Executive Director, and Board.

The Department has received a Third Party Request for Administrative Deficiency regarding HTC Application #16117, Indian Lake Apartment Homes. The request includes information that was not previously provided to the Department, and, pursuant to §11.10 of the QAP, staff believes that the administrative deficiency should be issued.

The requester questions whether the Applicant notified Mayor Pro Tem Pamela Romer and City Council Member Janie Young.

Please review the attached. Provide evidence that Ms. Romer and Ms. Young were properly notified as required by §10.203 of the 2016 Uniform Multifamily Rules.

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 CST on the fifth business day following the date of this deficiency notice. Deficiencies resolved after 5 pm 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)(A) of the 2016 Uniform Multifamily Rules.

All deficiencies related to the Direct Loan portion of the Application must be corrected or clarified by 5pm CST on the fifth business day following the date of this deficiency notice. Deficiencies resolved after 5pm CST on the fifth business day will be subject to a $500 fee for each business day that the deficiency remains unresolved. Applications with unresolved deficiencies after 5pm CST on the tenth day may be terminated.

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 2016 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 on June 13, 2016. Please respond to this email as confirmation of receipt.**

Regards,

Sharon D. Gamble MSW, PMP
Competitive Housing Tax Credit Program Administrator
Texas Department of Housing and Community Affairs
(512) 936-7834

Any person receiving guidance from TDHCA staff should be mindful that, as set forth in 10 TAC Section 11.1(b) there are important limitations and caveats (Also see 10 TAC §10.2(b)).

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
appeal rights for applications, and there's also a section on the rule regarding applicant eligibility that's about fomenting opposition to other applications, and there is the possibility that if someone goes too far with this that we're going to be having a conversation about is this person creating opposition to this application. So I just wanted to make those points as we're moving forward.

MR. OXER: I think it bears restating that this is a new approach to this aspect of the round of this process and we're trying to make sure we get our stance on it proper and we're taking the right approach in making that deliberation as open and transparent as possible.

All right, 117.

MS. HOLLOWAY: Okay. 117, Indian Lake Apartment Homes. The requester questioned whether the applicant had failed to properly notify all required individuals which would render the application ineligible for pre-application participation points. Staff reviewed the request and issued an administrative deficiency to the applicant. The applicant submitted a fully processed certified mail receipt indicating that notifications were delivered. Staff has reviewed the response provided and determined that the matter was resolved.

MR. OXER: Until it's resolved, but I gather you don't think it's been resolved.
May 8, 2018

Mr. Timothy K. Irvine
Executive Director
Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, TX  78711-3941

Re: Notification Verification for TDHCA Applications #18020 – St. Elizabeth Place, #18306 Campanile on Commerce, & #18138 Lancaster Senior Village

Dear Mr. Irvine,

Please accept this letter to serve as confirmation that notification was received on behalf of the Houston Independent School District.

As the president of the HISD Board of Trustees, I and my fellow members were properly notified of the above-referenced proposed affordable housing developments within our school district.

The board receives the letters as one operating body for the entire school district. I was on the board when we were notified and I received the notification at the same time. We did not need to be re-notified, as the President of the Board of Trustees is a position selected by the Board of Trustees and not a position elected or appointed by the voters within HISD boundaries.

Not only does the HISD board believe and is confident the notification process was achieved as intended by rule, but also fully supports the proposed developments in the district. These developments will be serving both seniors and families in the City of Houston where there is much need for affordable housing in the wake of Hurricane Harvey that devastated our communities.

We thank you for efforts to help achieve housing goals in the City of Houston. If you have any questions, please do not hesitate to contact me any time.

Sincerely,

Rhonda Skillern-Jones
Board of Education, President

RSJ/nlr
At the first meeting after each election and qualification of Board members, the members of the Board shall organize by selecting:

1. A president, who shall be a member of the Board.
2. A secretary, who may or may not be a member of the Board.
3. Such other officers and committees as the Board may deem necessary.

*Education Code 11.061(c)*

In addition to the required post-election organization, the Board may also organize at other times. *Atty. Gen. Op. MW-531 (1982)*

The duties and powers of the President of the Board include, but are not limited to, the following:

1. Call a meeting of the Board, giving public notice not earlier than the 30th day or later than the tenth day before the meeting, to discuss and adopt the budget and the proposed tax rate. *Education Code 44.004* [See CE and CCG]
2. Ensure that the annual financial statements are published as required by law. *Local Gov’t Code 140.006* [See CFA]
3. Execute an oil and/or gas lease or sell, exchange, and convey the minerals in land belonging to the District, approved by resolution of the Board. *Education Code 11.153*
4. Execute the deed for the sale of property, other than minerals, held in trust for free school purposes. *Education Code 11.154(b)*
June 21, 2018

Mr. Andres Medrano
Foley Gardere
3000 One American Center
600 Congress Avenue
Austin, TX 78701-3056

RE: REQUEST FOR ADMINISTRATIVE DEFICIENCY: 18306 CAMPANILE ON COMMERCE

Dear Mr. Medrano:

The Texas Department of Housing and Community Affairs (the “Department”) is in receipt of a Third Party Request for Administrative Deficiency (“RFAD”) requesting that the Department review the Applications above to determine whether the Applicant appropriately notified Rhonda Skillern-Jones, Board President Housing Independent School District under 10 TAC §10.203. Staff determined that an Administrative Deficiency was appropriate for the request, and issued an Administrative Deficiency on May 7, 2018. In response to the deficiency notice, the Applicant provided a letter from Ms. Skillern-Jones, dated May 8, 2018, affirming that she received notification and indicating that the notification was received timely.

I find that the issues raised in your request were sufficiently answered through the Applicant’s response to the Administrative Deficiency. Further, I find reaching this conclusion is not arbitrary and capricious as the RFAD suggests since the rule has been applied consistently and unambiguously to the RFADs under 10 TAC §10.203(2) for the Houston school district.

Pursuant to Per 10 TAC §11.10 related to Third Party Request for Administrative Deficiency, staff will provide to the Board, at its meeting of June 28, 2018, a written report summarizing each third party request for administrative deficiency and the manner in which it was addressed. You may provide testimony on this report before the Board takes any formal action to accept the report. The results of a RFAD may not be appealed by the requestor.
REQUEST FOR ADMINISTRATIVE DEFICIENCY
June 21, 2018
Page 2

For purposes of staff's review of the request, the matter is considered closed. If you have questions or require further information, please contact me.

Sincerely,

[Signature]

Marni Holloway
Multifamily Division Director

Cc: Les Kilday
May 1, 2018

Via Email

Marni Holloway, Director of Multifamily Finance – marni.holloway@tdhca.state.tx.us
Sharon Gamble, 9% HTC Administrator – Sharon.gamble@tdhca.state.tx.us
Texas Department of Housing and Community Affairs
221 E. 11th Street
Austin, Texas 78701

Re: §11.10. Third Party Request for Administrative Deficiency;
    TDHCA # 18306-Campanile on Commerce, Houston, Harris County, TX

Dear Ms. Holloway and Gamble:

Pursuant to §11.10. of the 2018 Qualified Allocation Plan (“QAP”), please let this letter serve as our Third Party Request for an Administrative Deficiency (“RFAD”) with regards Application #18306 (the “Campanile Application”). A copy of this request is being delivered concurrently to representatives of the Campanile Application (the “Campanile Applicant”).

§10.203 of the 2018 Uniform Multifamily Rules (the “Rules”) requires that all applicants meet certain public notification requirements by the deadlines set forth in the Rules. If all required notifications were made by the applicant in order to satisfy the requirements of pre-application submission then no additional notification is required at full application. However, should a change “in elected official occur between the submission of a pre-application and the submission of an application, applicants are required to notify the newly elected (or appointed) official no later than the Full Application Delivery Date”. See attached Exhibit “A” - §10.203 of the Rules.

The individuals and entities that an applicant is required to notify are described in §11.8(b)(2)(B) of the QAP which establishes the 9% competitive pre-application requirements, and in §10.203(2) of the Rules. See attached Exhibit “B” - §11.8(b)(2)(B) of the QAP. One of the notification recipients that an applicant is required to properly notify is the Presiding Officer of the Board of Trustees of the school district in which the Development Site is located.

The Development Site represented in the Campanile Application is located in Houston Independent School District (“HISD”). As of January 9, 2018, the Pre-Application Final Delivery Date, the Presiding Officer of the Board of Trustees of HISD was Wanda Adams, President of HISD. On January 18, 2018, Rhonda Skillern-Jones was elected
President of the HISD Board of Trustees to replace Ms. Adams. See attached “Exhibit C” - minutes of the HISD Board recording the election. Therefore, pursuant to §10.203 of the Rules as cited above, this change triggered the requirement that all applicants whose Development Sites are located in HISD notify Ms. Jones of their application no later than March 1, 2018, the Full Application Delivery Date.

Pursuant to a public information request (“PIR”) to HISD it was confirmed that the Campanile Applicant failed to notify Ms. Jones by March 1, 2018. HISD was asked for “any written notification addressed to Rhonda Skillern-Jones, President of HISD transmitted from January 1, 2018 through and including March 1, 2018 informing Ms. Jones that an applicant is making application for housing tax credits with the Texas Department of Housing and Community Affairs....” In response there was no letter addressed to Ms. Jones from the Campanile Applicant. By contrast, the PIR response revealed that other applicants with proposed developments in HISD notified Ms. Jones after January 18, 2018. This confirmation from HISD is consistent with the Certification of Notification made a part of the Campanile Application, whereby the Campanile Applicant certifies to TDHCA that their pre-application included evidence of notifications pursuant to §10.203 of the Rules....and that no additional notifications were required with this full application. See attached “Exhibit D” — Certification of Notification from the Campanile Application.

Notifications are mandated by §2306.6705(9) of the Texas Government Code (“TGC”) which provides that applications must contain at a minimum notifications to specific entities with respect to the filing of the application that includes “(B) the superintendent and the presiding officer of the board of trustees of the school district containing the development.” See attached “Exhibit E” - §2306.6705(9)(B) of the TGC.

Accordingly, unless the Campanile Applicant can provide proof that Ms. Jones, the President and Presiding Officer of the Board of Trustees of HISD was properly notified on or before March 1, 2018, the Full Application Delivery Date, we believe that the Campanile Application should be terminated consistent with such terminations in the past. As a statutory requirement, the failure to provide timely and compliant written notifications to all required notification recipients may not be waived by the Board.

We submitted the required RFAD Fee in the amount of $500 under separate submission. We appreciate your due consideration of this RFAD.

Sincerely,

David Mark Koogler
President
cc: Les Kilday – les@kildayco.net
     Phyllis Sefeldt – psefeldt@kildayco.net
     Lora Myrick – lora@betcohousinglab.com
(2) Applications. An Application shall be ineligible if any of the criteria in subparagraphs (A) - (C) of this paragraph apply to the Application:

(A) a violation of Tex. Gov't Code, §2306.1113, exists relating to Ex Parte Communication. An ex parte communication occurs when an Applicant or Person representing an Applicant initiates substantive contact (other than permitted social contact) with a board member, or vice versa, in a setting other than a duly posted and convened public meeting, in any manner not specifically permitted by Tex. Gov't Code, §2306.1113(b). Such action is prohibited. For Applicants seeking funding after initial awards have been made, such as waiting list Applicants, the ex parte communication prohibition remains in effect so long as the Application remains eligible for funding. The ex parte provision does not prohibit the Board from participating in social events at which a Person with whom communications are prohibited may, or will be present; provided that no matters related to any Application being considered by the Board may be discussed. An attempted but unsuccessful prohibited ex parte communication, such as a letter sent to one or more board members but not opened, may be cured by full disclosure in a public meeting, and the Board may reinstate the Application and establish appropriate consequences for cured actions, such as denial of the matters made the subject to the communication.

(B) the Application is submitted after the Application submission deadline (time or date); is missing multiple parts of the Application; or has a Material Deficiency; or

(C) for any Development utilizing Housing Tax Credits or Tax-Exempt Bonds:

   (i) at the time of Application or at any time 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 or has been a person covered by Tex. Gov't Code, §2306.6703(a)(1) or §2306.6733;  

   (ii) the Applicant proposes to replace in less than fifteen (15) years any private activity bond financing of the Development described by the Application, unless the exceptions in Tex. Gov’t Code, §2306.6703(a)(2) of the are met.

§10.203. Public Notifications (§2306.6705(9)). A certification, as provided in the Application, that the Applicant met the requirements and deadlines identified in paragraphs (1) - (3) of this section must be submitted with the Application. For Applications utilizing Competitive Housing Tax Credits, notifications must not be older than three (3) months from the first day of the Application Acceptance Period. For Tax-Exempt Bond Developments notifications and proof thereof must not be older than three (3) months prior to the date Parts 5 and 6 of the Application are submitted, and for all other Applications no older than three (3) months prior to the date the Application is submitted. If notifications were made in order to satisfy requirements of pre-application submission (if applicable to the program) for the same Application, then no additional notification is required at Application. However, re-notification is required by all Applicants who have
submitted a change from pre-application to Application that reflects a total Unit increase of greater than 10 percent or a 5 percent increase in density (calculated as units per acre) as a result of a change in the size of the Development Site. In addition, should a change in elected official occur between the submission of a pre-application and the submission of an Application, Applicants are required to notify the newly elected (or appointed) official no later than the Full Application Delivery Date.

(1) Neighborhood Organization Notifications.

(A) The Applicant must identify and notify all Neighborhood Organizations on record with the county or the state as of 30 days prior to the Full Application Delivery Date and whose boundaries include the entire proposed Development Site. As used in this section, “on record with the state” means on record with the Secretary of State.

(B) The Applicant must list, in the certification form provided in the Application, all Neighborhood Organizations on record with the county or state as of 30 days prior to the Full Application Delivery Date and whose boundaries include the proposed Development Site as of the submission of the Application.

(2) Notification Recipients. No later than the date the Application is submitted, notification must be sent to all of the persons or entities identified in subparagraphs (A) - (H) of this paragraph. Developments located in an Extra Territorial Jurisdiction (ETJ) of a city are required to notify both city and county officials. The notifications may be sent by e-mail, fax or mail with return receipt requested or similar tracking mechanism in the format required in the Application Notification Template provided in the Application. Evidence of notification is required in the form of a certification provided in the Application. The Applicant is required to retain proof of delivery in the event it is requested by the Department. Evidence of proof of delivery is demonstrated by a signed receipt for mail or courier delivery and confirmation of receipt by recipient for fax and e-mail. Officials to be notified are those officials in office at the time the Application is submitted. Note that between the time of pre-application (if made) and full Application, such officials may change and the boundaries of their jurisdictions may change. By way of example and not by way of limitation, events such as redistricting may cause changes which will necessitate additional notifications at full Application. Meetings and discussions do not constitute notification. Only a timely and compliant written notification to the correct person constitutes notification.

(A) Neighborhood Organizations on record with the state or county as of 30 days prior to the Full Application Delivery Date whose boundaries include the entire Development Site;

(B) Superintendent of the school district in which the Development Site is located;

(C) Presiding officer of the board of trustees of the school district in which the Development Site is located;
(D) Mayor of the municipality (if the Development Site is within a municipality or its extraterritorial jurisdiction);

(E) All elected members of the Governing Body of the municipality (if the Development Site is within a municipality or its extraterritorial jurisdiction);

(F) Presiding officer of the Governing Body of the county in which the Development Site is located;

(G) All elected members of the Governing Body of the county in which the Development Site is located; and

(H) State Senator and State Representative of the districts whose boundaries include the Development Site.

(3) Contents of Notification.

(A) The notification must include, at a minimum, all information described in clauses (i) - (vi) of this subparagraph.

(i) the Applicant's name, address, individual contact name, and phone number;

(ii) the Development name, address, city and county;

(iii) a statement indicating the program(s) to which the Applicant is applying with the Texas Department of Housing and Community Affairs;

(iv) whether the Development proposes New Construction, Reconstruction, Adaptive Reuse or Rehabilitation;

(v) the physical type of Development being proposed (e.g. single family homes, duplex, apartments, high-rise etc.); and

(vi) the total number of Units proposed and total number of low-income Units proposed.

(B) The Applicant must disclose that, in accordance with the Department's rules, aspects of the Development may not yet have been determined or selected or may be subject to change, such as changes in the amenities ultimately selected and provided;

(C) The notification may not contain any false or misleading statements. Without limiting the generality of the foregoing, the notification may not create the impression that the proposed Development will serve a Target Population exclusively or as a preference unless such targeting or preference is 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; and

(D) Notifications or any other communications may not contain any statement that violates Department rules, statute, code, or federal requirements.

§10.204. Required Documentation for Application Submission. The purpose of this section is to identify the documentation that is required at the time of Application submission, unless specifically indicated or otherwise required by Department rule. If any of the documentation indicated in this section is not resolved, clarified or corrected to the satisfaction of the Department through either original Application submission or the Administrative Deficiency process, the Application will be terminated. Unless stated otherwise, all documentation identified in this section must not be dated more than six (6) months prior to the close of the Application Acceptance Period or the date of Application submission as applicable to the program. The Application may include, or Department staff may request, documentation or verification of compliance with any requirements related to the eligibility of an Applicant, Application, Development Site, or Development.

(1) Certification, Acknowledgement and Consent of Development Owner. A certification of the information in this subchapter as well as Subchapter B of this chapter must be executed by the Development Owner and addresses the specific requirements associated with the Development. The Person executing the certification is responsible for ensuring all individuals referenced therein are in compliance with the certification and that they have given it with all required authority and with actual knowledge of the matters certified.

(A) 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.

(B) This Application and all materials submitted to the Department constitute records of the Department subject to Tex. Gov't Code, Chapter 552.

(C) 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 Commitment by the Department. 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 the tenants of the Development, including
(1) Applications having achieved a score on Proximity to the Urban Core. This item does not apply to the At-Risk Set-Aside.

(2) Applications scoring higher on the Opportunity Index under §11.9(c)(4) or Concerted Revitalization Plan under §11.9(d)(7) of this chapter (relating to Competitive HTC Selection Criteria) as compared to another Application with the same score.

(3) Applications proposed to be located in a Place, or if located completely outside a Place, a county, that has the fewest HTC units per capita, as compared to another Application with the same score. The HTCs per capita measure (by Place or county) is located in the 2018 HTC Site Demographic Characteristics Report.

(4) Applications proposed to be located in a census tract with the lowest poverty rate as compared to another Application with the same score.

(5) Applications proposed to be located the greatest linear distance from the nearest Housing Tax Credit assisted Development. Developments awarded Housing Tax Credits but do not yet have a Land Use Restriction Agreement in place will be considered Housing Tax Credit assisted Developments for purposes of this paragraph according to the property inventory included in the HTC Site Demographic Characteristics Report. The linear measurement will be performed from closest boundary to closest boundary.

§11.8. Pre-Application Requirements (Competitive HTC Only).

(a) General Submission Requirements. The pre-application process allows Applicants interested in pursuing an Application to assess potential competition across the thirteen (13) state service regions, subregions and set-asides. Based on an understanding of the potential competition they can make a more informed decision whether they wish to proceed to prepare and submit an Application. A complete pre-application is a pre-application that meets all of the Department's criteria, as outlined in subsections (a) and (b) of this section,

(1) The pre-application must be submitted using the URL provided by the Department, as outlined in the Multifamily Programs Procedures Manual, along with the required pre-application fee as described in §10.901 of this title (relating to Fee Schedule), not later than the pre-application Final Delivery Date as identified in §11.2 of this chapter (relating to Program Calendar for Competitive Housing Tax Credits). If the pre-application and corresponding fee is not submitted on or before this deadline the Applicant will be deemed to have not made a pre-application.

(2) Only one pre-application may be submitted by an Applicant for each Development Site.

(3) Department review at this stage is limited, and not all issues of eligibility and threshold are reviewed or addressed at pre-application. Acceptance by staff of a pre-application does not ensure that an Applicant satisfies all Application eligibility, threshold or documentation requirements. While the pre-application is more limited in scope than the Application, pre-applications are subject to the same limitations, restrictions, or causes for disqualification or termination as Applications, and pre-applications will thus be subject to the same consequences for violation, including but not limited to loss of points and termination of the pre-application.

(b) Pre-Application Threshold Criteria. Pursuant to Tex Gov't Code, §2306.6704(c) pre-applications will be terminated unless they meet the threshold criteria described in subsection (a) of this section and paragraphs (1) and (2) of this subsection:
(1) Submission of the competitive HTC pre-application in the form prescribed by the Department which identifies at a minimum:

(A) Site Control meeting the requirements of §10.204(10) of this title (relating to Required Documentation for Application Submission). For purposes of meeting this specific requirement related to pre-application threshold criteria, proof of consideration and any documentation required for identity of interest transactions is not required at the time of pre-application submission but will be required at the time of full application submission;

(B) Funding request;

(C) Target Population;

(D) Requested set-asides (At-Risk, USDA, Nonprofit, and/or Rural);

(E) Total Number of Units proposed;

(F) Census tract number in which the Development Site is located, and a map of that census tract with an outline of the proposed Development Site;

(G) Expected score for each of the scoring items identified in the pre-application materials;

(H) Proposed name of ownership entity; and

(I) Disclosure of the following Undesirable Neighborhood Characteristics under §10.101(a)(3):

(i) The Development Site is located in a census tract or within 1,000 feet 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 neighborhoodscout.com.

(ii) The 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.

(2) Evidence in the form of a certification provided in the pre-application, that all of the notifications required under this paragraph have been made. (§2306.6704)

(A) The Applicant must list in the pre-application all Neighborhood Organizations on record with the county or state whose boundaries include the entire proposed Development Site as of the beginning of the Application Acceptance Period.

(B) Notification Recipients. No later than the date the pre-application is submitted, notification must be sent to all of the persons or entities prescribed in clauses (i) – (viii) of this subparagraph. Developments located in an ETJ of a municipality are required to notify both municipal and county officials. The notifications may be sent by e-mail, fax or mail with registered return receipt or similar tracking mechanism in the format required in the Public Notification Template provided in the Uniform 2018 Multifamily Application Template. The Applicant is required to retain proof of delivery in the event the Department requests proof of notification. Acceptable evidence of such delivery is demonstrated by signed receipt for mail or courier delivery and confirmation of delivery for fax and e-mail. Officials to be notified are those officials in office at the time the pre-application is submitted. Note that between the time of pre-application (if made) and full Application, such officials may change and the boundaries of their jurisdictions may change. By way of example and not by way of limitation, events such as redistricting may cause changes which will necessitate additional notifications at full Application. Meetings and discussions do not
(i) Neighborhood Organizations on record with the state or county as of the beginning of the Application Acceptance Period whose boundaries include the entire proposed Development Site;

(ii) Superintendent of the school district in which the Development Site is located;

(iii) Presiding officer of the board of trustees of the school district in which the Development Site is located;

(iv) Mayor of the municipality (if the Development Site is within a municipality or its extraterritorial jurisdiction);

(v) All elected members of the Governing Body of the municipality (if the Development Site is within a municipality or its extraterritorial jurisdiction);

(vi) Presiding officer of the Governing Body of the county in which the Development Site is located;

(vii) All elected members of the Governing Body of the county in which the Development Site is located; and

(viii) State Senator and State Representative of the districts whose boundaries include the proposed Development Site;

(C) Contents of Notification.

(i) The notification must include, at a minimum, all of the information described in subclauses (I) – (VI) of this clause.

(I) the Applicant's name, address, an individual contact name and phone number;

(II) the Development name, address, city, and county;

(III) a statement informing the entity or individual being notified that the Applicant is submitting a request for Housing Tax Credits with the Texas Department of Housing and Community Affairs;

(IV) whether the Development proposes New Construction, Reconstruction, Adaptive Reuse, or Rehabilitation;

(V) the physical type of Development being proposed (e.g. single family homes, duplex, apartments, high-rise, etc.); and

(VI) the approximate total number of Units and approximate total number of Low-Income Units.

(ii) The Applicant must disclose that, in accordance with the Department's rules, aspects of the Development may not yet have been determined or selected or may be subject to change, such as changes in the amenities ultimately selected and provided;

(iii) The notification may not contain any false or misleading statements. Without limiting the generality of the foregoing, the notification may not create the impression that the proposed Development will serve a Target Population exclusively or as a preference unless such targeting or preference is documented in the Application and is in full compliance with all applicable state and federal laws, including state and federal fair housing laws; and
(iv) Notifications or any other communications may not contain any statement that violates Department rules, statute, code, or federal requirements.

(c) Pre-Application Results. Only pre-applications which have satisfied all of the pre-application requirements, including those in §11.9(e)(3) of this chapter, will be eligible for pre-application points. The order and scores of those Developments released on the pre-application Submission Log do not represent a Commitment on the part of the Department or the Board to allocate tax credits to any Development and the Department bears no liability for decisions made by Applicants based on the results of the pre-application Submission Log. Inclusion of a pre-application on the pre-application Submission Log does not ensure that an Applicant will receive points for a pre-application.

§11.9. Competitive HTC Selection Criteria.

(a) General Information. This section identifies the scoring criteria used in evaluating and ranking Applications. The criteria identified in subsections (b) - (e) of this section include those items required under Tex. Gov't Code Chapter 2306, §42 of the Code, and other criteria established in a manner consistent with Chapter 2306 and §42 of the Code. There is no rounding of numbers in this section for any of the calculations in order to achieve the desired requirement or limitation, unless rounding is explicitly stated as allowed for that particular calculation or criteria. The Application must include one or more maps indicating the location of the Development Site and the related distance to the applicable facility. Distances are to be measured from the nearest boundary of the Development Site to the nearest boundary of the property or easement containing the facility, unless otherwise noted. For the purposes of this section, all measurements will include ingress/egress requirements and any easements regardless of how they will be held. Due to the highly competitive nature of the program, Applicants that elect points where supporting documentation is required but fail to provide any supporting documentation will not be allowed to cure the issue through an Administrative Deficiency. However, Department staff may provide the Applicant an opportunity to explain how they believe the Application, as submitted, meets the requirements for points or otherwise satisfies the requirements.

(b) Criteria promoting development of high quality housing.

(1) Size and Quality of the Units. (§2306.6710(b)(1)(D); §42(m)(1)(C)(iii)) An Application may qualify for up to fifteen (15) points under subparagraphs (A) and (B) of this paragraph.

(A) Unit Sizes (8 points). The Development must meet the minimum requirements identified in this subparagraph to qualify for points. Points for this item will be automatically granted for Applications involving Rehabilitation (excluding Reconstruction), for Developments receiving funding from USDA, or for Supportive Housing Developments without meeting these square footage minimums only if requested in the Self Scoring Form.

(i) five-hundred fifty (550) square feet for an Efficiency Unit;
(ii) six-hundred fifty (650) square feet for a one Bedroom Unit;
(iii) eight-hundred fifty (850) square feet for a two Bedroom Unit;
(iv) one-thousand fifty (1,050) square feet for a three Bedroom Unit; and
(v) one-thousand two-hundred fifty (1,250) square feet for a four Bedroom Unit.
MINUTES OF THE REGULAR MEETING
BOARD OF EDUCATION
HOUSTON INDEPENDENT SCHOOL DISTRICT
January 18, 2018

MEETING HELD - MEMBERS PRESENT

The Board of Trustees of the Houston Independent School District (HISD) held a Regular Meeting on January 18, 2018, beginning at 2:05 PM in the Board Services Conference Room of the Hattie Mae White Educational Support Center, 4400 West 18th St., Houston, TX 77092.

<table>
<thead>
<tr>
<th>Attendee Name</th>
<th>Title</th>
<th>Status</th>
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<tbody>
<tr>
<td>Rhonda Skillern-Jones</td>
<td>District II Trustee</td>
<td>Present</td>
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<tr>
<td>Wanda Adams</td>
<td>President and District IX Trustee</td>
<td>Present</td>
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<tr>
<td>Jolanda Jones</td>
<td>District IV Trustee</td>
<td>Present</td>
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<tr>
<td>Diana Davila</td>
<td>District VIII Trustee</td>
<td>Present</td>
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<tr>
<td>Holly Maria Flynn Vilaseca</td>
<td>District VI Trustee</td>
<td>Present</td>
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<tr>
<td>Anne Sung</td>
<td>District VII Trustee</td>
<td>Present</td>
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<td>Elizabeth Santos</td>
<td>District I Trustee</td>
<td>Present</td>
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<tr>
<td>Sergio Lira</td>
<td>District III Trustee</td>
<td>Present</td>
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<td>Susan Deigaard</td>
<td>District V Trustee</td>
<td>Present</td>
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</table>

ADJOURNMENT TO EXECUTIVE SESSION

The Board adjourned to closed or executive session at 2:05 p.m. under Section D of Chapter 551 of Texas Government Code, Open Meetings Act, Subsections 551.071, 551.072, 551.073, 551.074, 551.076, 551.082, 551.083, and 551.084 for the purposes stated in the notice of this meeting. If any final action, vote or decision on any matter considered in the closed session shall be required, such final action, vote or decision shall be taken at the open meeting covered by this notice upon the reconvening of this public meeting or at a subsequent meeting of the Board upon notice thereof.

RECONVENED IN OPEN SESSION IN THE BOARD AUDITORIUM

President Adams called to order the Regular Meeting of the Board of Education of the Houston Independent School District and declared the Board convened to consider matters pertaining to the Houston Independent School District as listed on the duly posted meeting notice.

MEDITATION AND PLEDGE OF ALLEGIANCE TO THE FLAG

Cadet Raul Galvan, a senior at High School for Law and Justice led the Pledge of Allegiance and honors to the Texas flag.
SPECIAL RECOGNITIONS

School Board Recognition Month presented by Cody Holder with County Commissioner Jack Cagle’s office

Employee of the Month Presentation for February 2018, Rita Redix, Gallegos Elementary School

President’s Award to Business Operations

ELECTION OF OFFICERS

Speaker
Ben Becker

Board President
Trustee Davila nominated Rhonda Skillern-Jones for Board President. Trustee Jones seconded the nomination. There were no other nominations and Trustee Skillern-Jones was elected President unanimously 9-0.

First Vice President
Trustee Santos nominated Jolanda Jones for First Vice President. Trustee Davila seconded the nomination. There were no other nominations and Trustee Jones was elected First Vice President unanimously 9-0.

Second Vice President
Trustee Skillern-Jones nominated Anne Sung for Second Vice President. Trustee Davila seconded the nomination. There were no other nominations and Trustee Sung was elected Second Vice President unanimously, 9-0.

Secretary
Trustee Jones nominated Sergio Lira for Secretary. Trustee Davila seconded the nomination. There were no other nominations and Trustee Lira was elected Secretary unanimously 9-0.

Assistant Secretary
Trustee Sung nominated Holly Maria Flynn Vilaseca as Assistant Secretary. Trustee Santos seconded the nomination. There were no other nominations and Trustee Flynn Vilaseca was elected Assistant Secretary unanimously 9-0.

Any supplemental information to Agenda Items may be found in the Meeting Folder of this date located in the Office of Board Services, Houston Independent School District.
MEETING RECESSED

President Skillern-Jones called for a brief recess at 5:49 p.m. in order to provide the Office of Board Services an opportunity to rearrange the seating arrangements for the newly elected officers.

MEETING RECONVENED

President Skillern-Jones reconvened the meeting at 6:00 p.m.

President Skillern-Jones presented Ms. Adams with an engraved plaque as outgoing Board President.

HEARING OF CITIZENS

- Roberto Centeno
- Deborah Mosichuk
- Sarah Terrell
- Jane Friou
- Karina Quesada-Leon
- Mindy Wilson
- Cynthia Cage
- Daniel Santos
- Yen Rabe
- Aaron McCloud
- Sarah Becker

A. SUPERINTENDENT'S PRIORITY ITEMS

A-1. Approval Of Personal Services Performed By The Superintendent, Including Speaking Engagements, Panel Discussions, Workshops, Etc., In Accordance With Texas Education Code Section 11.201(E)

   - Achieve 180 Monthly Report
   - Kashmere Gardens Elementary School Presentation
   - Key Middle School Presentation

A-3. Board Monitoring Update: Presentation Of Goal 1 Progress Measure 1.2 And Goal 3 Progress Measure 3.1
   - January 2018 Goals And GPM Update
   - Goal Monitoring Report - January 2018

Any supplemental information to Agenda Items may be found in the Meeting Folder of this date located in the Office of Board Services, Houston Independent School District.
B. TRUSTEE ITEMS


NO ACTION TAKEN

B-2. Approval Of The Board's Quarterly Self-Evaluations, Time Use Tracker, And Quarterly Progress Tracker In Accordance With The Texas Education Agency Implementation Integrity Instrument

RESULT: APPROVED [7 TO 2]
MOVER: Wanda Adams, District IX Trustee
SECONDER: Anne Sung, District VII Trustee
AYES: Skillem-Jones, Adams, Davila, Flynn Vilaseca, Sung, Lira, Deigaard
NAYS: Jones, Santos

C. CLOSED SESSION

C-1. Personnel

a. Deliberate the duties of the superintendent of schools, chief officers, assistant superintendents, principals, employees, chief audit executive, and board members; evaluations of the superintendent and chief audit executive, consideration of compensation, and contractual provisions.

b. Consider and approve proposed appointments, reassignments, proposed terminations, terminations/suspensions, contract lengths, proposed nonrenewals, renewals, and resignations/retirements of personnel including teachers, assistant principals, principals, chief officers, assistant superintendents, and other administrators, and, if necessary, approve waiver and release and compromise agreements.

On motion by Trustee Santos, seconded by Trustee Davila the recommendation that the Board approve a finding of no good cause for educators to resign or abandon employment contracts without District consent under Sections 21.105(c); 21.160(c), or 21.210(c) of the Texas Education Code as discussed in closed session, effective January 19, 2018, and authorize the Superintendent or his designee to submit a written complaint to SBEC to impose sanctions was approved.

Any supplemental information to Agenda Items may be found in the Meeting Folder of this date located in the Office of Board Services, Houston Independent School District.
On motion by Trustee Santos, seconded by Trustee Davila the recommendation that the Board approve terminations of probationary contracts and proposed nonrenewals of term contracts and authorize the superintendent to provide notice of same, as discussed in closed session, effective January 19, 2018 was approved.

RESULT: APPROVED [8 TO 0]
MOVER: Elizabeth Santos, District I Trustee
SECONDER: Diana Davila, District VIII Trustee
AYES: Adams, Jones, Davila, Flynn Vilaseca, Sung, Santos, Lira, Deigaard
ABSTAIN: Skillern-Jones

C-2. Legal Matters

a. Matters on which the district's attorney's duty to the district under the Code of Professional Responsibility clearly conflicts with the Texas Open Meetings Law

b. Pending or contemplated litigation matters and status report

c. Update in the matter of Richard Patton v. Houston Independent School District; in the 295th Judicial District Court; Cause No. 2016-51917

d. Consideration and approval of a limited waiver of an attorney-client privileged letter dated May 18, 2015 from Attorney Michelle Morris related to the matter of Richard Patton v. Houston Independent School District; in the 295th Judicial District Court; Cause No. 2016-51917

On motion by Trustee Santos, seconded by Trustee Davila the recommendation that the Board approve a limited waiver of an attorney-client privileged letter dated May 18, 2015, on the terms...
discussed in closed session, effective January 19, 2018 was approved.

RESULT: APPROVED [8 TO 0]
MOVER: Elizabeth Santos, District I Trustee
SECONDER: Diana Davila, District VIII Trustee
AYES: Adams, Jones, Davila, Flynn Vilaseca, Sung, Santos, Lira, Deigaard
ABSTAIN: Skillem-Jones

C. Status update and possible action in the matter of Reba Carter, et al. v. HISD; in the U.S. District Court for the Southern District of Texas, Houston Division; Civil Action No. 4:14-CV-01390 NO ACTION TAKEN

D. Discussion and possible action in the matter of Houston Independent School District v. Texas Workforce Commission; in Travis County, Texas; Cause No. D-1-GN-000534 NO ACTION TAKEN

E. Consideration and authority to settle the matter of Oscar Galaviz v. Houston Independent School District; in the 11th Judicial District of Harris County, Texas; Cause No. 2017-15836

On motion by Trustee Santos, seconded by Trustee Davila the recommendation that the Board authorize the District’s attorneys to settle the matter of Oscar Galaviz v. Houston Independent School District; in the 11th Judicial District of Harris County, Texas; Cause No. 2017-15836, on the terms discussed in closed session, effective January 19, 2018 was approved.

RESULT: APPROVED [8 TO 0]
MOVER: Elizabeth Santos, District I Trustee
SECONDER: Diana Davila, District VIII Trustee
AYES: Adams, Jones, Davila, Flynn Vilaseca, Sung, Santos, Lira, Deigaard
ABSTAIN: Skillem-Jones

F. Consideration and approval of Confidential Settlement Agreement and Release of All Claims regarding Kaleb D. b/n/f Karen D. v. Houston Independent School District; before a Section 504 Hearing Officer

On motion by Trustee Santos, seconded by Trustee Davila the recommendation that the Board authorize the District’s attorneys to settle the matter of Kaleb D. b/n/f Karen D. v. Houston Independent School District; before a Section 504 Hearing Officer, on the terms

Any supplemental information to Agenda Items may be found in the Meeting Folder of this date located in the Office of Board Services, Houston Independent School District.
HISD Regular Meeting Board of Trustees – January 18, 2018

discussed in closed session, effective January 19, 2018 was approved.

RESULT: APPROVED [8 TO 0]
MOVER: Elizabeth Santos, District I Trustee
SECONDER: Diana Davila, District VIII Trustee
AYES: Adams, Jones, Davila, Flynn Vilaseca, Sung, Santos, Lira, Deigaard
ABSTAIN: Skillem-Jones

i. Update regarding Hurricane Harvey claims

C-3. Real Estate

D. ACADEMIC SERVICES

D-1. Approval Of Current And Anticipated Donations For Districtwide And School-Specific Programs And Authorization To Negotiate, Execute, And Amend Necessary Contracts Associated With These Donations

Approved by Consensus

RESULT: APPROVED [UNANIMOUS]
MOVER: Holly Maria Flynn Vilaseca, District VI Trustee
SECONDER: Diana Davila, District VIII Trustee
AYES: Skillem-Jones, Adams, Jones, Davila, Flynn Vilaseca, Sung, Santos, Lira, Delgaard

D-2. Acceptance Of Grant Funds In Support Of Districtwide And School-Specific Programs And Authorization To Negotiate And Execute Contracts Required Under The Grants

Approved by Consensus

RESULT: APPROVED [UNANIMOUS]
MOVER: Holly Maria Flynn Vilaseca, District VI Trustee
SECONDER: Diana Davila, District VIII Trustee
AYES: Skillem-Jones, Adams, Jones, Davila, Flynn Vilaseca, Sung, Santos, Lira, Delgaard

D-3. Approval Of Resolution Of The Board Of Education To Approve Campus Turnaround Plans For Year Two Improvement Required Campuses

Speaker

Gerry Monroe

Any supplemental information to Agenda Items may be found in the Meeting Folder of this date located in the Office of Board Services, Houston Independent School District.
RESULT: APPROVED [UNANIMOUS]
MOVER: Wanda Adams, District IX Trustee
SECONDER: Diana Davila, District VIII Trustee
AYES: Skillern-Jones, Adams, Jones, Davila, Flynn Vilaseca, Sung, Santos, Lira, Deigaard

E. SCHOOL OFFICES – NO ITEMS

F. STUDENT SUPPORT – NO ITEMS

G. HUMAN RESOURCES – NO ITEMS

H. BUSINESS OPERATIONS

H-1. Ratification Of Use Of The Tax Increment Reinvestment Zone Fund For The Leveling And Drainage Repairs Of The Sports Field At Carter Woodson K–8 School

Approved by Consensus

RESULT: APPROVED [UNANIMOUS]
MOVER: Holly Maria Flynn Vilaseca, District VI Trustee
SECONDER: Diana Davila, District VIII Trustee
AYES: Skillern-Jones, Adams, Jones, Davila, Flynn Vilaseca, Sung, Santos, Lira, Deigaard

I. FINANCE

I-1. Approval Of Vendor Awards For Purchases Over $100,000 And Ratification Of Vendor Awards For Purchases Under $100,000

RESULT: APPROVED [7 TO 2]
MOVER: Wanda Adams, District IX Trustee
SECONDER: Anne Sung, District VII Trustee
AYES: Skillern-Jones, Adams, Flynn Vilaseca, Sung, Santos, Lira, Deigaard
NAYS: Jones, Davila

I-2. Approval Of Resolution Declaring Intention To Reimburse Project Expenditures

Approved by Consensus

Any supplemental information to Agenda Items may be found in the Meeting Folder of this date located in the Office of Board Services, Houston Independent School District.
RESULT: APPROVED [UNANIMOUS]
MOVER: Holly Maria Flynn Vilaseca, District VI Trustee
SECONDER: Diana Davila, District VIII Trustee
AYES: Skillern-Jones, Adams, Jones, Davila, Flynn Vilaseca, Sung, Santos, Lira, Deigaard

I-3. Approval To Negotiate And Execute A Contract For Onsite Benefits Administration Services
Approved by Consensus

RESULT: APPROVED [UNANIMOUS]
MOVER: Holly Maria Flynn Vilaseca, District VI Trustee
SECONDER: Diana Davila, District VIII Trustee
AYES: Skillern-Jones, Adams, Jones, Davila, Flynn Vilaseca, Sung, Santos, Lira, Deigaard

I-4. Adoption Of Penalty On Tax Year 2017 Delinquent Taxes For The Houston Independent School District In Accordance With Section 33.07 Of The Texas Property Tax Code
Approved by Consensus

RESULT: APPROVED [UNANIMOUS]
MOVER: Holly Maria Flynn Vilaseca, District VI Trustee
SECONDER: Diana Davila, District VIII Trustee
AYES: Skillern-Jones, Adams, Jones, Davila, Flynn Vilaseca, Sung, Santos, Lira, Deigaard

J. OTHER — NO ITEMS

K. POLICY

K-1. Proposed Revisions To Board Policy CAA(LOCAL), Fiscal Management Goals And Objectives: Financial Ethics—First Reading

Speaker
Gerry Monroe
Approved by Consensus

Any supplemental information to Agenda Items may be found in the Meeting Folder of this date located in the Office of Board Services, Houston Independent School District.
RESULT: APPROVED [UNANIMOUS]
MOVER: Holly Maria Flynn Villaseca, District VI Trustee
SECONDER: Diana Davila, District VIII Trustee
AYES: Skillem-Jones, Adams, Jones, Davila, Flynn Villaseca, Sung, Santos, Lina, Delgado

L. SUPERINTENDENT'S INFORMATION ITEMS

ADJOURNMENT

There being no further business, the meeting adjourned at 9:15 p.m.

MINUTES APPROVED

The foregoing minutes of the Regular Meeting of the Board of Education of the Houston Independent School District held on January 18, 2018, the Board Auditorium of the Hattie Mae White Educational Support Center of the Houston Independent School District, 4400 West 18th Street, Houston, Texas, were duly approved at a Special meeting held on February 1, 2018.

Rhonda Skillem-Jones
Board of Education, President
Houston Independent School District

Sergio Lina
Board of Education, Secretary
Houston Independent School District
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. X Notifications made at Pre-Application (Competitive HTC only):

I (We) certify that the pre-application included evidence of these notifications pursuant to §10.203 of the Uniform Multifamily Rules, the pre-application met all threshold requirements, and no additional notifications were required with this full application.

☐ Re-notifications made at Application (Competitive HTC only):

The pre-application for this full Application met all threshold requirements, but all required entities were re-notified as required by §10.203 of the Uniform Multifamily Rules. As applicable, all changes in the Application have been made on the Elected Officials and/or Neighborhood Organizations Form(s).

☐ Notifications made at Application:

No pre-application was submitted, and all required entities were notified as required by §10.203 of the Uniform Multifamily Rules.

Part 2. Notifications - Form and Content:

X I (we) certify that the notifications are not older than 3 months from the first day of the Application Acceptance Period for Competitive HTC Applications and not older than three (3) months prior to the date Parts 5 and 6 of the Application are submitted for Tax Exempt Bond Developments, and not older than three (3) months prior to the date the Application is submitted for all other Applications.

X I (we) certify that the notifications do not contain any false or misleading statements. Without limiting the generality of the foregoing, the notification does not create the impression that the proposed Development will serve a Target Population exclusively or as a preference without such targeting or preference being documented in the Application and is or will be in full compliance with all applicable state and federal laws, including state and federal fair housing laws.

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

X I (We) certify that, in addition to all of the required neighborhood organizations, the following entities were notified in accordance with §10.203 of the Multifamily Uniform Rules. The notifications were in the format provided in the Application Notification Template. All of the following entities were notified and are correctly listed on the Elected Officials Form and Neighborhood Organizations Form:

- Superintendent of the school district containing the Development;
- Presiding officer of the board of trustees of the school district containing the Development;
- Mayor of any municipality containing the Development;
- All elected members of the Governing Body of any municipality containing the Development;
- Presiding officer of the Governing Body of the county containing the Development;
- All elected members of the Governing Body of the county containing the Development;
- State senator of the district containing the Development; and
- State representative of the district containing the Development.

X While not required to be submitted in this Application, I have kept evidence of all notifications made and this evidence may be requested by the Department at any time during the Application review.

Part 3. X No Neighborhood Organizations exist (Competitive HTC only)

X I (We) certify that no Neighborhood Organizations exist for which this Application would be eligible to receive points under §11.9(d)(4) of the QAP or for which notification is required.

Part 4. Certification

By: [Signature]

Les Kilday

Printed Name

2/20/18

Date

Notarize on next page
Texas
Notary Public, State of

HARRIS
County of

My Commission expires 2/18/2019

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 20 day of February, 2018

[Notary Public Signature]
An application must contain at a minimum the following written, detailed information in a form prescribed by the board:

1. a description of:
   
   (A) the financing plan for the development, including any nontraditional financing arrangements;
   
   (B) the use of funds with respect to the development;
   
   (C) the funding sources for the development, including:
      
      (i) construction, permanent, and bridge loans; and
      
      (ii) rents, operating subsidies, and replacement reserves; and
   
   (D) the commitment status of the funding sources for the development;

2. if syndication costs are included in the eligible basis, a justification of the syndication costs for each cost category by an attorney or accountant specializing in tax matters;

3. from a syndicator or a financial consultant of the applicant, an estimate of the amount of equity dollars expected to be raised for the development in conjunction with the amount of housing tax credits requested for allocation to the applicant, including:
(ii) rents, operating subsidies, and replacement reserves; and

(D) the commitment status of the funding sources for the development;

(2) if syndication costs are included in the eligible basis, a justification of the syndication costs for each cost category by an attorney or accountant specializing in tax matters;

(3) from a syndicator or a financial consultant of the applicant, an estimate of the amount of equity dollars expected to be raised for the development in conjunction with the amount of housing tax credits requested for allocation to the applicant, including:

(A) pay-in schedules; and

(B) syndicator consulting fees and other syndication costs;

(4) if rental assistance, an operating subsidy, or an annuity is proposed for the development, any related contract or other agreement securing those funds and an identification of:

(A) the source and annual amount of the funds;

(B) the number of units receiving the funds; and

(C) the term and expiration date of the contract or other agreement;

(5) if the development is located within the boundaries of a political subdivision with a zoning ordinance, evidence in the form of a letter from the chief executive officer of the political subdivision or from another local official with jurisdiction over zoning matters that states that:

(A) the development is permitted under the provisions of the ordinance that apply to the location of the development; or

(B) the applicant is in the process of seeking the appropriate zoning and has signed and provided to the political subdivision a release agreeing to hold the political subdivision and all other parties harmless in the event that the appropriate zoning is denied;

(6) if an occupied development is proposed for rehabilitation:

(A) an explanation of the process used to notify and consult with the tenants in preparing the application;

(B) a relocation plan outlining:

(i) relocation requirements; and

(ii) a budget with an identified funding source; and

(C) if applicable, evidence that the relocation plan has been submitted to the appropriate local agency;
(B) a relocation plan outlining:

(i) relocation requirements; and

(ii) a budget with an identified funding source; and

(C) if applicable, evidence that the relocation plan has been submitted to the appropriate local agency;

(7) a certification of the applicant's compliance with appropriate state and federal laws, as required by other state law or by the board;

(8) any other information required by the board in the qualified allocation plan; and

(9) evidence that the applicant has notified the following entities with respect to the filing of the application:

(A) any neighborhood organizations on record with the state or county in which the development is to be located and whose boundaries contain the proposed development site;

(B) the superintendent and the presiding officer of the board of trustees of the school district containing the development;

(C) the presiding officer of the governing body of any municipality containing the development and all elected members of that body;

(D) the presiding officer of the governing body of the county containing the development and all elected members of that body; and

(E) the state senator and state representative of the district containing the development.
May 9, 2018

Ms. Sharon Gamble  
Competitive Housing Tax Credit Program Administrator  
Texas Department of Housing and Community Affairs  
221 E 11th Street  
Austin, TX 78701

RE: Third Party Request for Administrative Deficiency (RFAD) Response for Application 18306  
Campanile on Commerce - Notification Requirements Regarding President of School Board

Dear Ms. Gamble,

Thank you for the opportunity to provide information, clarification, and an explanation to staff’s question for the issue in the RFAD issued on May 7, 2018 by staff, which states:

1. **Provide evidence that the appropriate notifications were made timely.**

First, we wish to request an expedited review and resolution to this matter, due to the Readiness to Proceed category in Selection Criteria. As you know, 10 TAC §11.9(c)(8), related to Readiness to Proceed, provides an incentive to Applications in areas affected by Hurricane Harvey to “close on all financing and fully execute the construction contract on or before the last business day of October.” Because of this Application’s competitive posture, and the fact that it includes points for Readiness to Proceed, we have already begun engineering, architectural design and third-party reports (in excess of those required for Application) in order to meet that deadline. To date, we have incurred expenses well over $100,000.

In the event it is determined that Board action is required, we respectfully request this matter be placed on the May 24th Board Agenda.

**Background**

Campanile on Commerce received RFADs from Andres Medrano of Foley Gardere, (representing Application 18043 Huntington at Miramonte), and from David Koogler of Mark-Dana Corporation, a competing Applicant with several Applications in the sub-region. Both Mr. Medrano and Mr. Koogler point out a change in the position of Board President for the Houston Independent School District (“HISD”) which occurred January 18, 2018, and both requestors assert that Campanile on Commerce failed to meet threshold criteria due to not re-notifying the
newly selected Board President, Ms. Rhonda Skillern-Jones. It should be noted that efforts were made to confirm current personnel at the HISD for the notification process and the HISD website did not reflect any changes to the Superintendent, members of the board, or presiding officer until after the March 1 application deadline.

We would first like to review the rules pertaining to the notifications and the requirements for said notifications to the various bodies and individuals to be notified, as we believe that there are very unique and important distinctions that should be taken into consideration.

**Requirements – Texas Administrative Code (TAC)**

Pursuant to 10 TAC §11.8(b)(2)(B)(iii), related to Pre-Application Notification Recipients, we notified the “presiding officer of the board of trustees” of HISD (Exhibit A) on January 8, 2018. Based on the rule requirements, we do not believe that re-notification is necessarily required upon the selection of a new President, or “presiding officer”.

In determining the precise notification requirements, we must first look to Tex. Gov’t Code §2306.6704 (b-1) (2) and §2306.6705(9)(B) which state:

§2306.6704 (b-1) (2): “The preapplication process must require the applicant to provide the department with evidence that the applicant has notified the following entities with respect to the filing of the application:”

(2) “The superintendent and the presiding officer of the board of trustees of the school district containing the development.”

§2306.6705 “General Application Requirements. An application must contain at a minimum the following written, detailed information in a form prescribed by the board:”

(9) “evidence that the applicant has notified the following entities with respect to the filing for the application:”

(B) “the superintendent and the presiding officer of the board of trustees of the school district containing the development.”

It would seem that statute is silent on the issue of what is to ensue when a change occurs between Pre-Application and Application. We must therefore look to the Texas Administrative Code. Pursuant to 10 TAC §10.203, “should a change in elected official occur between the submission of a Pre-Application and the submission of an Application, Applicants are required to notify the newly elected (or appointed) official no later than the Full Application Delivery Date.”

The term elected official is not defined in Title 10 of the TAC, but it is defined in Title 1, and that definition reads:
§72.1(e) “Elected official” means any individual who has been elected to an office of state government, including political subdivisions of the state, which is filled by the choice of the voters, including a member of the legislature.”

The term appointed official is not defined in any section of the Texas Administrative Code but has the common use association of a political appointment, such as the appointment of TDHCA’s Board of Directors by the Governor.

Analysis

At issue is the notification requirement when a change has occurred to the notification recipient list between Pre-Application submission and Application submission. The plain language of 10 TAC §10.203 qualifies that only elected officials, and more specifically newly elected (or appointed) officials, require re-notification. If any change to the recipient list required re-notification, these qualifiers would have been omitted from the language.

It is also important to note that the notification language for school districts is quite distinct from those of a Governing Body of a municipality or county, which requires “all elected members” of the Governing Body to be notified. This is in stark contrast to the language used for school districts which requires two notifications: first, to the Superintendent (a position which is hired by the board of trustees), and second, to the “presiding officer” of the board of trustees. The notification requirement in this case is clearly to a particular position on the board of trustees, not to the individual trustees themselves, with the expectation that the presiding officer will share the notification with the board of trustees. This notification grants the school board the opportunity to solicit public comment on how a proposed development could impact their district and schools. By providing notification to the superintendent and the board president, we fulfilled our obligation to the HISD school board as a whole.

The question then becomes, is the “presiding officer of the board of trustees” an elected official? In this case, the presiding officer is the position of President, a position which is not “filled by the choice of the voters” and therefore doesn’t constitute an elected position. According to Houston ISD’s own Board Policy Manual, related to “Selection of Officers” (Exhibit D), the position of President is internally selected from the members of the Board. Similarly, the position of President is not appointed by any outside political office, as is the case when the office of a State Representative falls vacant and the Governor appoints an interim replacement.

To further illustrate this distinction, we offer the following example from the TDHCA 2016 Housing Tax Credit cycle.

In 2016, Applicant TDHCA #16117 TX Indian Lake Apartments, L.P. sent notifications prior to Pre-Application to the city council of Indian Lake for Application 16117 Indian Lake Apartment Homes. Two of the notifications went to previous alderman; two of the then sitting alderman did not receive notifications. The Application was challenged on the grounds the Applicant did not
notify all of the city council members. The Applicant responded with a letter from the city mayor stating that the notification had been received and confirmed the notification was provided to the council members. The Department accepted this evidence that all city council members had been notified. The Department dismissed the challenge and allowed the Application to proceed through the process to award. Attached are the excerpts from the TDHCA Board Meeting and documents presented at the board meeting for your review, labeled Exhibit B.

Our Application presents similar, but less severe, circumstances. Attached is evidence that we notified before Pre-Application the then sitting “presiding officer” of the HISD board of trustees and the notification was disseminated to all the members of the board. After Pre-Application, the board of trustees chose another sitting board member to preside as president. The president is not new to board; as she was already serving on the Board of Trustees and has been since 2011. The current president, Ms. Skillern-Jones, received notification with the rest of the board from the original notification. Attached is a letter from Ms. Skillern-Jones on behalf of the HISD Board verifying this action for your review, labeled Exhibit C.

This circumstance is similar because, like Application TDHCA #16117, our notification was shared with all the sitting members of the board of trustees, just as the notification to Indian Lake was shared with all the sitting aldermen. In our case, it is less severe than with Application TDHCA #16117 because that notification was shared with officials elected by the voters of Indian Lake. Our notification was shared with the board of trustees of HISD, one of whom became president at the behest of the rest of the board, not by election of the voters. Elected officials have a direct impact on application scoring, whereas a board of trustees of a school district only has a tertiary impact through its option to provide comments on an application (specifically, an application targeting families due to their potential impact to the schools in the district). Campanile on Commerce is targeting elderly.

Since our Application presents similar, but less severe, circumstances to Application TDHCA #16117, we believe we should also receive the same consideration and outcome – clearance of the challenge.

**Conclusion**

A reasonable reading of the applicable statute, code and selection policy from HISD would conclude, the “presiding officer of the board of trustees” is not an elected position, and therefore, not an elected official; thereby, not necessarily subject to the re-notification requirement.

Furthermore, our proposed development is a senior development that will serve the elderly. While our development will benefit the district and schools by generating additional tax revenue, our development will not constitute a negative impact on the district’s resources, as our development will not house children that attend HISD schools.
We believe our development constitutes a substantial net benefit to HISD and our notifications to the district fulfill the requirements of the QAP and the law. Given the stakes outlined above, we respectfully request an expedited resolution to this matter and to find our notification sufficient and dismiss the challenges. We again ask that if Board action is deemed necessary, the issue be placed on the May 24th Board Agenda.

Should you have any questions or require additional information, please do not hesitate to contact me directly at (713) 914-9400 or via email at les@kildayco.net any time.

Sincerely,

Les Kilday
Campanile on Commerce, LP

cc: Tim Irvine, Executive Director – TDHCA
    Marni Holloway, Multifamily Director – TDHCA
    Beau Eccles, General Counsel - TDHCA
    Barry Palmer, Coats Rose
    Teresa Shell, TA Shell Group (HUB)
    Lora Myrick, BETCO Consulting, LLC.
President Wanda Adams
Houston ISD
4400 West 18th Street
Houston, TX 77092-8501
January 7, 2018

Ms. Wanda Adams  
Houston ISD  
4400 West 18th Street  
Houston, TX 77092-8501

Ms. Adams;

The purpose of this letter is to notify you that Kilday Operating LLC is making an application for Housing Tax Credits and HOME/TCAP funding through the Texas Department of Housing and Community Affairs for the Campanile on Commerce Development which would be located at 2800 Commerce Street in Houston, Texas, 77003 in Harris County. This New Construction development is an Apartment community and would be comprised of up to 120 units out of which at least 108 of the proposed units would be for low to moderate-income tenants.

In accordance with Department rules, we must inform you that aspects of the Development may not yet be determined or selected or may be subject to change, such as changes in the amenities ultimately selected and provided.

We are excited at the opportunity to bring another option to residents for quality affordable housing. If you have any questions, please do not hesitate to contact me any time.

Sincerely,

Lora Myrick

Representative of  
Kilday Operating LLC  
Development Owner  
1717 St. James Place  
Suite 150  
Houston, TX 77056  
(713) 914-9400
USPS Tracking®

Track Another Package +

Tracking Number: 70171450000160845470

Your item was delivered to an individual at the address at 10:51 am on January 10, 2018 in HOUSTON, TX 77092.

✔ Delivered
January 10, 2018 at 10:51 am
Delivered, Left with Individual
HOUSTON, TX 77092

Tracking History

January 10, 2018, 10:51 am
Delivered, Left with Individual
HOUSTON, TX 77092
Your item was delivered to an individual at the address at 10:51 am on January 10, 2018 in HOUSTON, TX 77092.

January 9, 2018, 11:51 pm
Departed USPS Regional Facility
NORTH HOUSTON TX DISTRIBUTION CENTER

January 9, 2018, 12:17 pm
Arrived at USPS Regional Facility
NORTH HOUSTON TX DISTRIBUTION CENTER

January 9, 2018, 3:07 am
Departed USPS Regional Facility
AUSTIN TX DISTRIBUTION CENTER

https://tools.usps.com/go/TrackConfirmAction?tLabels=70171450000160845470
January 8, 2018, 10:44 pm
Arrived at USPS Regional Facility
AUSTIN TX DISTRIBUTION CENTER

Product Information

Postal Product:  
Features:
Certified Mail™

Can’t find what you’re looking for?
Go to our FAQs section to find answers to your tracking questions.

FAQs (http://faq.usps.com/?articleId=220900)
June 21, 2016

Ms. Cynthia L. Bast
Locke Lord, LLP
600 Congress, Suite 2200
Austin, TX 78701

RE: THIRD PARTY REQUEST FOR ADMINISTRATIVE DEFICIENCY: 16117 INDIAN LAKE APARTMENT HOMES

Dear Ms. Bast:

The Texas Department of Housing and Community Affairs ("the Department") is in receipt of the Third Party Request for Administrative Deficiency you submitted regarding the application referenced above. The request asked the Department to review whether the Application meets the requirements of §11.9(c)(3) of the 2016 Qualified Allocation Plan ("QAP") regarding Pre-Application Participation; particularly whether the Applicant failed to properly notify all required individuals, rendering the Application ineligible for points under this section of the rule. We reviewed your request and determined that a Notice of Administrative Deficiency should be issued to the Applicant.

In response to the Administrative Deficiency, the Applicant submitted a fully processed certified mail receipt and a response from the Mayor of the City of Indian Lake indicating that "each alderman of the Town of Indian Lake were provided and received copies of the notice upon receipt."

Based on this evidence, the Department has determined that the matter has been resolved and no further action is required by the Applicant. If you have questions or require further information, please contact me.

Sincerely,

Marni Holloway
Multifamily Division Director
February 26, 2016

To whom it may concern:

I am the Mayor of Indian Lake. I received the attached notice by certified delivery in January 2016.

I hereby confirm that each alderman of the Town of Indian Lake were provided and received copies of the notice upon receipt.

Your attention to this is appreciated.

Sincerely,

Barbara Collum
Mayor
TX Indian Lakes Apartments, LP

16812 Dallas Parkway, Dallas, Texas 75248
Mailami@Rise-Residential.com
USPS Tracking®

Tracking Number: 70151520000299425802

Updated Delivery Day: Monday, January 11, 2016

Product & Tracking Information

Postal Product: Certified Mail™

Features: Certified Mail™

January 11, 2016, 1:10 pm Delivered LOS FRESNOS, TX 78566

Available Actions

January 11, 2016, 7:21 am Out for Delivery SAN BENITO, TX 78586
January 11, 2016, 7:11 am Sorting Complete SAN BENITO, TX 78586
January 11, 2016, 6:56 am Arrived at Unit SAN BENITO, TX 78586
January 10, 2016, 10:45 pm Departed USPS Facility MCALLEN, TX 78501
January 9, 2016, 4:34 pm Arrived at USPS Facility MCALLEN, TX 78501
January 8, 2016, 11:03 pm Departed USPS Facility NORTH TEXAS PROCESSING AND DISTRIBUTION CENTER
January 8, 2016, 8:50 pm Arrived at USPS Origin Facility NORTH TEXAS PROCESSING AND DISTRIBUTION CENTER
January 6, 2016, 6:38 pm Departed Post Office DALLAS, TX 75287
January 8, 2016, 2:54 pm Acceptance DALLAS, TX 75287

Track Another Package

Manage Incoming Packages

Track all your packages from a dashboard.
No tracking numbers necessary.

Sign up for My USPS®
Mayor of the City of Indian Lake
Barbara Collum
62 South Aztec Cove Drive
Los Fresnos, TX 78566
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 2016 Uniform Multifamily Rules was identified. By this notice, the Department is requesting documentation to correct the following deficiency or deficiencies. Any issue initially identified as an Administrative Deficiency may ultimately be determined to be beyond the scope of an Administrative Deficiency, and the distinction between material and non-material missing information is reserved for the Director of Multifamily Finance, Executive Director, and Board.

The Department has received a Third Party Request for Administrative Deficiency regarding HTC Application #16117, Indian Lake Apartment Homes. The request includes information that was not previously provided to the Department, and, pursuant to §11.10 of the QAP, staff believes that the administrative deficiency should be issued.

The requester questions whether the Applicant notified Mayor Pro Tem Pamela Romer and City Council Member Janie Young.

Please review the attached. Provide evidence that Ms. Romer and Ms. Young were properly notified as required by §10.203 of the 2016 Uniform Multifamily Rules.

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 CST on the fifth business day following the date of this deficiency notice. Deficiencies resolved after 5 pm 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)(A) of the 2016 Uniform Multifamily Rules.

All deficiencies related to the Direct Loan portion of the Application must be corrected or clarified by 5pm CST on the fifth business day following the date of this deficiency notice. Deficiencies resolved after 5pm CST on the fifth business day will be subject to a $500 fee for each business day that the deficiency remains unresolved. Applications with unresolved deficiencies after 5pm CST on the tenth day may be terminated.

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 2016 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 on June 13, 2016. Please respond to this email as confirmation of receipt.**

Regards,

Sharon D. Gamble MSW, PMP
Competitive Housing Tax Credit Program Administrator
Texas Department of Housing and Community Affairs
(512) 936-7834

Any person receiving guidance from TDHCA staff should be mindful that, as set forth in 10 TAC Section 11.1(b) there are important limitations and caveats (Also see 10 TAC §10.2(b)).

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
appeal rights for applications, and there's also a section on the rule regarding applicant eligibility that's about fomenting opposition to other applications, and there is the possibility that if someone goes too far with this that we're going to be having a conversation about is this person creating opposition to this application. So I just wanted to make those points as we're moving forward.

MR. OXER: I think it bears restating that this is a new approach to this aspect of the round of this process and we're trying to make sure we get our stance on it proper and we're taking the right approach in making that deliberation as open and transparent as possible.

All right, 117.

MS. HOLLOWAY: Okay. 117, Indian Lake Apartment Homes. The requester questioned whether the applicant had failed to properly notify all required individuals which would render the application ineligible for pre-application participation points. Staff reviewed the request and issued an administrative deficiency to the applicant. The applicant submitted a fully processed certified mail receipt indicating that notifications were delivered. Staff has reviewed the response provided and determined that the matter was resolved.

MR. OXER: Until it's resolved, but I gather you don't think it's been resolved.
May 8, 2018

Mr. Timothy K. Irvine
Executive Director
Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, TX 78711-3941

Re: Notification Verification for TDHCA Applications #18020 – St. Elizabeth Place, #18306 Campanile on Commerce, & #18138 Lancaster Senior Village

Dear Mr. Irvine,

Please accept this letter to serve as confirmation that notification was received on behalf of the Houston Independent School District.

As the president of the HISD Board of Trustees, I and my fellow members were properly notified of the above-referenced proposed affordable housing developments within our school district.

The board receives the letters as one operating body for the entire school district. I was on the board when we were notified and I received the notification at the same time. We did not need to be re-notified, as the President of the Board of Trustees is a position selected by the Board of Trustees and not a position elected or appointed by the voters within HISD boundaries.

Not only does the HISD board believe and is confident the notification process was achieved as intended by rule, but also fully supports the proposed developments in the district. These developments will be serving both seniors and families in the City of Houston where there is much need for affordable housing in the wake of Hurricane Harvey that devastated our communities.

We thank you for efforts to help achieve housing goals in the City of Houston. If you have any questions, please do not hesitate to contact me any time.

Sincerely,

Rhonda Skillern-Jones
Board of Education, President

RSJ/nlr
OFFICERS AND OFFICIALS

DUTIES AND REQUIREMENTS OF BOARD OFFICERS

SELECTION OF OFFICERS

At the first meeting after each election and qualification of Board members, the members of the Board shall organize by selecting:

1. A president, who shall be a member of the Board.
2. A secretary, who may or may not be a member of the Board.
3. Such other officers and committees as the Board may deem necessary.

*Education Code 11.061(c)*

REORGANIZATION

In addition to the required post-election organization, the Board may also organize at other times. *Atty. Gen. Op. MW-531 (1982)*

DUTIES / POWERS OF BOARD PRESIDENT

The duties and powers of the President of the Board include, but are not limited to, the following:

PUBLIC MEETING ON BUDGET AND PROPOSED TAX RATE

1. Call a meeting of the Board, giving public notice not earlier than the 30th day or later than the tenth day before the meeting, to discuss and adopt the budget and the proposed tax rate. *Education Code 44.004* [See CE and CCG]

FINANCIAL STATEMENTS

2. Ensure that the annual financial statements are published as required by law. *Local Gov’t Code 140.006* [See CFA]

MINERAL RIGHTS

3. Execute an oil and/or gas lease or sell, exchange, and convey the minerals in land belonging to the District, approved by resolution of the Board. *Education Code 11.153*

DEEDS

4. Execute the deed for the sale of property, other than minerals, held in trust for free school purposes. *Education Code 11.154(b)*
June 21, 2018

Mr. David Mark Koogler  
Mark-Dana Corporation  
26302 Oak Ridge Drive, Suite 100  
Spring, Texas 77380

RE: REQUEST FOR ADMINISTRATIVE DEFICIENCY: 18306 CAMPANILE ON COMMERCE

Dear Mr. Koogler:

The Texas Department of Housing and Community Affairs (the “Department”) is in receipt of a Third Party Request for Administrative Deficiency (“RFAD”) requesting that the Department review the Applications above to determine whether the Applicant appropriately notified Rhonda Skillern-Jones, Board President Housing Independent School District under 10 TAC §10.203. Staff determined that an Administrative Deficiency was appropriate for the request, and issued an Administrative Deficiency on May 7, 2018. In response to the deficiency notice, the Applicant provided a letter from Ms. Skillern-Jones, dated May 8, 2018, affirming that she received notification and indicating that the notification was received timely.

I find that the issues raised in your request were sufficiently answered through the Applicant’s response to the Administrative Deficiency. Further, I find reaching this conclusion is not arbitrary and capricious as the RFAD suggests since the rule has been applied consistently and unambiguously to the RFADs under 10 TAC §10.203(2) for the Houston school district.

Pursuant to Per 10 TAC §11.10 related to Third Party Request for Administrative Deficiency, staff will provide to the Board, at its meeting of June 28, 2018, a written report summarizing each third party request for administrative deficiency and the manner in which it was addressed. You may provide testimony on this report before the Board takes any formal action to accept the report. The results of a RFAD may not be appealed by the requestor.

For purposes of staff’s review of the request, the matter is considered closed. If you have questions or require further information, please contact me.

Sincerely,

Marni Holloway  
Multifamily Division Director

Cc: Les Kilday
CAMPANILE ON COMMERCE
TDHCA # 18306

RFI
For TDHCA Use
CAMPANILE ON COMMERCE
TDHCA # 18306

Commit-Detem Notice
For TDHCA Use
CAMPANILE ON COMMERCE
TDHCA # 18306

MFDL Awd
For TDHCA Use
CAMPANILE ON COMMERCE
TDHCA # 18306

Carryover
For TDHCA Use