2018 Multifamily Uniform Application

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

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 titiled 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.

By:

Houston 5009 Fulton, LP
Applicant Entity Name

Signature of Authorized Representative
Christopher A. Akbari

Printed Name
Christopher A. Akbari

Authorized Representative

Title

Date
2/23/2018

Sworn to and subscribed before me on the day of February 2018 by
Christopher A. Akbari

(Personalized Seal)

TEODORA HINES-LUCAS
NOTARY PUBLIC
STATE OF TEXAS

Notary Public Signature
Texas

Notary Public, State of
Harris

County of
1/23/18

My Commission Expires:
2-23-18

Date
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 listed below for consideration of the issuance of a Determination Notice. Therefore, as required in §10.201(2)(B) of the Uniform Multifamily Rules, the remaining Parts of the Application, including the ESA, the Market Study, Property condition report, 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 Determination Notice or may recommend the award be conditioned upon closing within a reasonable timeframe after Board approval. Further, the Applicant is encouraged to review §10.201(2)(B), the 2018 4% HTC and Tax Exempt Bond Process Manual and 2018 Multifamily Programs Procedures Manual for any requirements that need to be met prior to submission of the remaining Parts of the Application.

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

<table>
<thead>
<tr>
<th>Board Meeting Date</th>
<th>75 Day Deadline</th>
</tr>
</thead>
<tbody>
<tr>
<td>January 18, 2018</td>
<td>November 3, 2017</td>
</tr>
<tr>
<td>February 22, 2018</td>
<td>December 8, 2017</td>
</tr>
<tr>
<td>March 22, 2018</td>
<td>January 5, 2018</td>
</tr>
<tr>
<td>April 26, 2018</td>
<td>February 9, 2018</td>
</tr>
<tr>
<td>May 24, 2018</td>
<td>March 9, 2018</td>
</tr>
<tr>
<td>June 28, 2018</td>
<td>April 13, 2018</td>
</tr>
<tr>
<td>July 12, 2018</td>
<td>April 27, 2018</td>
</tr>
<tr>
<td>July 26, 2018</td>
<td>May 11, 2018</td>
</tr>
<tr>
<td>September 6, 2018</td>
<td>June 22, 2018</td>
</tr>
<tr>
<td>October 11, 2018</td>
<td>July 27, 2018</td>
</tr>
<tr>
<td>November 8, 2018</td>
<td>August 24, 2018</td>
</tr>
<tr>
<td>December 6, 2018</td>
<td>September 21, 2018</td>
</tr>
</tbody>
</table>

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Accessibility Requirements**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- [ ] The proposed Development is located in an area with 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):

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

  - [ ] in a census tract or within 1,000 feet of any census tract in an Urban Area and the rate of Part I violent crimes is greater than 18 per 1,000 persons (annually) as reported on neighborhoodscout.com;
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.
2018 Development Owner Certification, Acknowledgement and Consent

By: [Signature]

Christopher A. Akbari
Printed Name

Member of ITEx Partners, LLC, Member of General Partner
Title

[Signature]

Date

THE STATE OF Texas §
COUNTY OF Harris §

Before me, a notary public, on this day personally appeared Christopher A. Akbari, 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 2/23/2018 day of February, 2018

(Seal)

TEIDRA HINES-LUCAS
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 6/23/10

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

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

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

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

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

☑ 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.

**Undesirable Neighborhood Characteristics Report:**

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

- Determination regarding neighborhood boundaries;
- Assessment of general land use in the neighborhood;
- Assessment concerning any of the features of the Undesirable Site Features present in the neighborhood, regardless of whether they are within the specified distances referenced in 10 TAC §10.101(a)(2); 
- Assessment of the number of existing affordable rental units in the Primary Market Area (PMA), including comment on concentration based on the size of the PMA;
- Assessment of the percentage of households residing in the census tract that have household incomes equal to or greater than the median household income for the MSA or county where the Development site is located;
- Assessment of the number of market rate multifamily units in the neighborhood and their current rents and levels of occupancy;
- Assessment of school performance for each of the schools in the attendance zone containing the Development that did not achieve the Met Standard rating, for the previous two academic years, that includes the TEA Accountability Rating Report, a discussion of performance indicators and what progress has been made over the prior year, and the campus improvement plan in effect. If there is an update to the plan that shows progress made under the plan, provide the update. If no update is available, provide information from a school official that speaks to progress made under the plan as indicated in 10 TAC §10.101(a)(3)(D)(iv); and

N/A 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.
Undesirable Neighborhood Characteristics Report and Disclosure

Fulton on the Rail is located in Houston’s Near Northside community, a community with a rich history that has experienced some decline over the years. Revitalization is now well underway in the area, however multiple blighted structures still exist within 1000 feet of the proposed Fulton on the Rail development. As required by 10 TAC §10.101(a)(3) of the Uniform Multifamily Rules, the applicant is disclosing the presence of this Undesirable Neighborhood Characteristic, providing evidence of mitigation, and requesting a finding of eligibility. The request for a finding of eligibility is based on the development site’s achievement of the following goals of 10 TAC §10.101(a)(3)(E):

(i) New construction of high quality affordable housing units that are subject to federal rent or income restrictions; and

(ii) Determination that the undesirable characteristic(s) that has been disclosed are not of such a nature or severity that should render the Development Site ineligible based on the assessment and mitigation provided herein.

As mentioned, Fulton on the Rail is located in the Near Northside, an area in which a concerted revitalization plan is in place and gentrification is already proving rapid transformation of the area. The existing 1.54 acre development site is currently unleashed warehouse and commercial space that is an underutilized real estate asset. The site will be demolished to make way for the new development and bring higher value to the site. Other private investment has taken place just south of the subject site with the removal of similar blighted structures with the current development of single family home communities. Infrastructure, streetscape improvement, as well as completion of the Metrorail transit line are examples of public investment dollars that have been injected into the area. In addition to the concerted revitalization plan, the City of Houston and Mayor Turner has recently designated the area as a complete community, with the goal of providing City support across various departments in collaboration with residents to identify projects and implement strategies to further accelerate development in the area. The public and private efforts listed above and those listed further in the report show a positive trend and continued improvement in the area that make this community, in fact, a desirable area to live.

Determination Regarding Neighborhood Boundaries

Fulton on the Rail is located at 5009 Fulton St, Houston, Texas 77009. The site is located in Super Neighborhood 52, the Near Northside. Near Northside is positioned just north of the city center, and is connected to Downtown Houston by Main Street. The neighborhood is generally bounded by I-10 to the south, I-45 to the west, and Hardy Street to the east, while extending a number of blocks north of I-610. The total area is approximately 2,779 acres or 4.34 square miles. Attached as Exhibit A is a map that outlines the boundaries of the Near Northside community.

Assessment of General Land Use in the Neighborhood

The Near Northside consists of a number of land uses including single family residential, multifamily, commercial, industrial, public and institutional, parks and open space, and transportation. Residential is spread throughout the Super neighborhood while most of the commercial development is positioned
along three major commercial arteries: North Main, Fulton, and Irvington. Attached as Exhibit B is a map that outlines land use designations.

Assessment of Undesirable Site Features – Not Applicable

Assessment of the Number of Existing Affordable Rental Units in PMA

The primary market area for Fulton on the rail includes 14 census tracts and covers a total of 12.3 miles, see Exhibit C. According to Apartmentdata.com, there are Fourteen (14) tax credit developments in the Primary Market Area and two (2) subsidized apartment communities. Attached as Exhibit D showing the list of rental properties with number of units, type, occupancy, size, and year of completion where available.

Assessment of Household Incomes in Census Tract

The development site is located in census tract 482012106, a 3rd Quartile tract with 19.1% poverty and a median income of 48,206. The area median household income for the Houston MSA is estimated to be $71,500. The table below shows the percentage of incomes equal to or above the Houston MSA from 2012-2016. The data is pulled from the American Factfinder General Economic Characteristics Report (2016 ACS, DPO3)

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>$75,000-$99,000</td>
<td>16%</td>
<td>16.3%</td>
<td>12%</td>
<td>12.5%</td>
<td>13.7%</td>
</tr>
<tr>
<td>$100,000-$149,000</td>
<td>12.6%</td>
<td>11.8%</td>
<td>13%</td>
<td>10.5%</td>
<td>10.1%</td>
</tr>
<tr>
<td>$150,000-$199,000</td>
<td>4.8%</td>
<td>2.5%</td>
<td>5.2%</td>
<td>4.2%</td>
<td>3.9%</td>
</tr>
<tr>
<td>$200,000 or more</td>
<td>4.2%</td>
<td>2.7%</td>
<td>2.8%</td>
<td>2.8%</td>
<td>1.5%</td>
</tr>
</tbody>
</table>

The percentage of households in the census tract with incomes equal or above 71,500 is approximately 37% as of the most current census data from 2016.

Assessment of Market Rate Multifamily Units

According to Apartmentdata.com, there are 5 market rate apartment located in the PMA. The table below shows a comparison analysis

<table>
<thead>
<tr>
<th>Community</th>
<th>Occ</th>
<th>Units</th>
<th>Size</th>
<th>Mkt Rent</th>
<th>Mkt Rate</th>
<th>Eff Rent</th>
<th>Eff Rate</th>
<th>YOC</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Apex</td>
<td>96%</td>
<td>78</td>
<td>863</td>
<td>1,159</td>
<td>1.34</td>
<td>1,159</td>
<td>1.34</td>
<td>2016</td>
</tr>
<tr>
<td>Casa Adobe</td>
<td>98%</td>
<td>103</td>
<td>828</td>
<td>925</td>
<td>1.12</td>
<td>925</td>
<td>1.12</td>
<td>1972</td>
</tr>
<tr>
<td>Dodson Place</td>
<td>94%</td>
<td>32</td>
<td>452</td>
<td>688</td>
<td>1.52</td>
<td>639</td>
<td>1.41</td>
<td>1961</td>
</tr>
<tr>
<td>Northline Colonial</td>
<td>95%</td>
<td>84</td>
<td>793</td>
<td>890</td>
<td>1.12</td>
<td>818</td>
<td>1.03</td>
<td>1965</td>
</tr>
<tr>
<td>The Station</td>
<td>95%</td>
<td>60</td>
<td>683</td>
<td>920</td>
<td>1.34</td>
<td>887</td>
<td>1.30</td>
<td>1961</td>
</tr>
</tbody>
</table>

The most recent construction completion in the area is The Apex, a 78 unit property located at 8520 Madie Rd, Houston TX 77022. Prior to this development, there had been no other market rate apartments constructed in over 40 years.
The closest development to the proposed Fulton on the Rail is The Station, approximately .5 miles south. The Station was constructed in 1961 and is similar in age to the majority of the multifamily properties in the area. Below is a table showing floor plan summaries for the 5 communities.

<table>
<thead>
<tr>
<th>Floor Plan</th>
<th>Communities</th>
<th>Units</th>
<th>Mix</th>
<th>Size</th>
<th>Eff Price</th>
<th>Eff Rate</th>
<th>Growth Trend</th>
<th>Occ.</th>
</tr>
</thead>
<tbody>
<tr>
<td>All</td>
<td>5</td>
<td>357</td>
<td></td>
<td>769</td>
<td>919</td>
<td>1.19</td>
<td>1.61%</td>
<td>96.1%</td>
</tr>
<tr>
<td>Efficiency</td>
<td>2</td>
<td>15</td>
<td>4%</td>
<td>392</td>
<td>569</td>
<td>1.45</td>
<td>-.05%</td>
<td></td>
</tr>
<tr>
<td>1 Bed</td>
<td>5</td>
<td>158</td>
<td>44%</td>
<td>646</td>
<td>803</td>
<td>1.24</td>
<td>-1.04</td>
<td></td>
</tr>
<tr>
<td>2 Bed</td>
<td>4</td>
<td>179</td>
<td>50%</td>
<td>894</td>
<td>1042</td>
<td>1.17</td>
<td>3.09%</td>
<td></td>
</tr>
<tr>
<td>3 Bed</td>
<td>1</td>
<td>5</td>
<td>1%</td>
<td>1,304</td>
<td>1,223</td>
<td>93.8</td>
<td>13.11%</td>
<td></td>
</tr>
</tbody>
</table>

Assessment of School Performance

The Fulton on the Rail development site is zoned to Jefferson Elementary, Marshall Middle School, and Northside High School. All three schools achieved a Texas Education Agency (TEA) accountability rating of MET Standard in 2017. The TEA Accountability reports for 2017 are attached for all three schools as Exhibit E.

Evidence of Mitigation

Blight

Evidence of Mitigation efforts in the Near Northside have been taking place for some time, are ongoing and clearly visible both in (1) the public and private investment in new construction projects, and (2) local agency partnerships and engagement in the community aimed at addressing cleanup and overall improvement of conditions. Listed below are a number completed and ongoing efforts.

Public and Private Investment

- The 5.3-mile extension of the METRORail Red Line, which began running in December of 2013, extends all through the Greater Northside, connecting it to downtown and beyond. It represents a new type of rail line critical to the development and growth of an area. Unlike the original stretch of the Red Line, which starts in downtown and hits stops like the Museum District, Hermann Park, the Texas Medical Center and NRG Park, this extension makes its way through mostly residential parts of the Greater Northside. The extension was added knowing that there were plenty of residents who would take advantage of the line, and that businesses would benefit from being connected to downtown. As expected, the line has generated an increase in new residential and commercial development in recent years.
- City planners and developers have created a master plan designed to develop a new urban district just north of downtown by transforming Hardy Rail Yard, the 45-acre brownfield that was formerly the site of the Southern Pacific and Union Pacific rail yard, into a vibrant mixed-use development called Hardy Yards. Residences at Hardy Yards, located at N. Main & Burnett, is the first project to break ground on the Hardy Yards site. The four-story, 350-unit mixed-income apartment complex currently will feature about half luxury units (around $1.90 per square foot) meant for professionals working downtown and about half units meant for working professionals making
between $35,000 and $45,000. The entire project is expected to be completed in summer 2019. See Exhibit F.

- TxDOT and Rice Design Alliance are working up plans to create a deck park that would bridge the Near Northside community to the Greater Heights.
- TxDOT began a $35 million improvement project in April that will tear down and replace the Elysian Viaduct which runs from Brooks St. to Commerce St., connecting Near Northside to downtown. The project, which is designed to help handle growth in the area and the city in general, will add shoulders to the roadway as well as a 5-foot wide sidewalk. It’s expected to take about two-and-a-half years.
- Between 2010 and 2014, as a result of efforts by area non-profit Avenue CDC, $30 million has been invested in the Near Northside to improve housing and construct new market rate and affordable housing. This investment repaired 20 homes and built 254 new affordable and market rate units, including 192 rental and 62 family-owned homes. Avenue CDC and other developers plan to construct 552 new affordable and market rate housing units from 2015-2020. Avenue CDC’s new construction completions include Avenue Place, Avenue Terraces, Avenue Station and Fulton Gardens II.
- The original Carnegie library on Quitman in the Near Northside was built in the early 1900s and was one of the first neighborhood libraries in Houston. In the 1980s the original library was demolished and replaced with a new building. At this time the columns and stairs that once graced the original building were preserved and transformed into a stage in the center of Castillo Park. After years of neglect the columns were restored through funding from the Houston Arts Alliance and now once again serve as a monument to the rich history of the Near Northside.
- In 2012 Near Northside GO Neighborhoods partnered with the University of Houston’s Community Design Resource Center to create a shared vision for the future of Castillo Park. Working in partnership with over 150 stakeholders, leaders, and residents a reimagined park was unveiled at Sabor del Northside in April of 2013. Castillo Park is in the heart of the neighborhood, sandwiched between Marshall Middle School and the Carnegie Library, and just across Quitman from Jeff Davis High School.
- Fulton Station, is a new single family residential development planned by Friendswood Development Company and Lennar Homes. The 3.4 acre development site is at the intersection of Fulton and Cavalcade along the rail line. Construction is currently underway and will result in homes priced in the 300s targeted at young homeowners. Information about the development can be found at https://www.lennar.com/new-homes/texas/houston/houston/fulton-station. Also see the attached Exhibit G.

Local Agency Partnership and Action Plans

In addition to public and private investment in new construction, comprehensive community plans have been established in the area to improve the overall condition of the neighborhood. In 2010 the Near Northside community published the Go Neighborhoods Quality of Life Agreement, a plan to that guides the neighborhoods work toward building a sustainable community. Six principles are involved including expanding investment in housing and other real estate, increasing family income and wealth, stimulating economic development, improving access to education, supporting healthy environments and lifestyles, and strengthening leadership and civic engagement. Several goals have been met since 2010 and the plan was updated in 2015 for another five years to meet new objectives. The comprehensive plan can be found...
In April of 2017, the City of Houston and Mayor Turner announced their Complete Communities initiative in the Near Northside, a program aimed at creating complete sustainable community by working alongside community partners to focus city resources toward very specific projects. The City will support the existing planning efforts of local community-based organizations such as the aforementioned Quality of Life Agreement. In order to both develop and implement these local community plans, the City will explore public-private partnerships and private investment in these projects, where appropriate, to help build local capacity and to promote sustainability. The complete community action plan table is attached as Exhibit H.
**Near Northside**

**Resource Assessment**

**Description**
Near Northside is immediately adjacent to Downtown. The southern two thirds of the area consists of wood frame homes surrounding commercial properties along North Main and Fulton. The northern third includes Lindale Park, with its large lots and more substantial homes. Moody Park is an important gathering place in the center of the community, as is the Davis High School-Marshall Middle School-Carnegie Library complex in the southern part of the community. Extension of the Hardy Toll Road runs along the entire eastern edge of the area.

**Highlights**
- Houston City Council District H
- Houston Independent School District
- 6 Police beats (includes bordering beats)
- 2,779 acres (4.34 sq. miles)

**Exhibit A**

<table>
<thead>
<tr>
<th>Super Neighborhood</th>
<th>Houston</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Pop. characteristics</strong></td>
<td><strong>2000</strong></td>
</tr>
<tr>
<td>Total population</td>
<td></td>
</tr>
<tr>
<td>Persons per sq. mile</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Under 5 years</td>
<td>8%</td>
<td>8%</td>
<td>8%</td>
<td>8%</td>
</tr>
<tr>
<td>5 - 17 years</td>
<td>22%</td>
<td>21%</td>
<td>19%</td>
<td>18%</td>
</tr>
<tr>
<td>18 - 64 years</td>
<td>59%</td>
<td>61%</td>
<td>64%</td>
<td>65%</td>
</tr>
<tr>
<td>65 and over</td>
<td>10%</td>
<td>10%</td>
<td>9%</td>
<td>9%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Non Hispanic Whites</td>
<td>8%</td>
<td>7%</td>
<td>31%</td>
<td>26%</td>
</tr>
<tr>
<td>Non Hispanic Blacks</td>
<td>8%</td>
<td>11%</td>
<td>25%</td>
<td>23%</td>
</tr>
<tr>
<td>Hispanics</td>
<td>84%</td>
<td>81%</td>
<td>37%</td>
<td>44%</td>
</tr>
<tr>
<td>Non Hispanic Asians</td>
<td>0%</td>
<td>0%</td>
<td>6%</td>
<td>6%</td>
</tr>
<tr>
<td>Non Hispanic Others</td>
<td>0%</td>
<td>1%</td>
<td>1%</td>
<td>1%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Under $25,000</td>
<td>48%</td>
<td>42%</td>
<td>33%</td>
<td>28%</td>
</tr>
<tr>
<td>$25,001 to $50,000</td>
<td>31%</td>
<td>27%</td>
<td>31%</td>
<td>26%</td>
</tr>
<tr>
<td>$50,001 to $100,000</td>
<td>18%</td>
<td>21%</td>
<td>24%</td>
<td>26%</td>
</tr>
<tr>
<td>Over $100,001</td>
<td>3%</td>
<td>9%</td>
<td>12%</td>
<td>19%</td>
</tr>
</tbody>
</table>

| Median Household Income | $26,537 | $30,258 | $36,616 | $44,648 |

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>No Diploma</td>
<td>58%</td>
<td>45%</td>
<td>30%</td>
<td>25%</td>
</tr>
<tr>
<td>High School Diploma</td>
<td>23%</td>
<td>28%</td>
<td>20%</td>
<td>22%</td>
</tr>
<tr>
<td>Some College</td>
<td>13%</td>
<td>19%</td>
<td>23%</td>
<td>24%</td>
</tr>
<tr>
<td>Bachelor’s or Higher</td>
<td>6%</td>
<td>9%</td>
<td>27%</td>
<td>29%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Housing and Households</th>
<th>2000</th>
<th>2012</th>
<th>2000</th>
<th>2012</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total housing units</td>
<td>9,564</td>
<td>9,266</td>
<td>782,378</td>
<td>902,153</td>
</tr>
<tr>
<td>Occupied</td>
<td>92%</td>
<td>87%</td>
<td>92%</td>
<td>86%</td>
</tr>
<tr>
<td>Vacant</td>
<td>8%</td>
<td>13%</td>
<td>8%</td>
<td>14%</td>
</tr>
<tr>
<td>Total households</td>
<td>8,838</td>
<td>8,094</td>
<td>717,945</td>
<td>773,450</td>
</tr>
<tr>
<td>Family households</td>
<td>6,539</td>
<td>5,400</td>
<td>457,549</td>
<td>474,966</td>
</tr>
</tbody>
</table>
Language Spoken by Age

<table>
<thead>
<tr>
<th>Age Group</th>
<th>Other</th>
<th>Spanish</th>
<th>English</th>
</tr>
</thead>
<tbody>
<tr>
<td>5-17</td>
<td>38%</td>
<td>62%</td>
<td>0%</td>
</tr>
<tr>
<td>18-64</td>
<td>28%</td>
<td>71%</td>
<td>1%</td>
</tr>
<tr>
<td>65+</td>
<td>31%</td>
<td>69%</td>
<td>0%</td>
</tr>
</tbody>
</table>

Labor Force

- Employed: 53%
- Unemployed: 7%
- Not in labor force: 40%

Housing Units by Year Built

- 1940 or earlier: 20%
- 1940 to 1949: 27%
- 1950 to 1959: 21%
- 1960 to 1969: 13%
- 1970 to 1979: 7%
- 1980 to 1989: 4%
- 1990 to 1999: 3%
- 2000 to 2009: 4%
- 2010 or later: 0%

Housing Occupancy

- Owner Occupied: 54%
- Renter Occupied: 46%

Source: U.S. Census Bureau, 2000
American Community Survey, 2008-2012
*U.S. Census Bureau Population Estimates, 2012
EXHIBIT B

Near Northside : Land Use

Source: City of Houston GIS Database, Harris County Appraisal District
Date: April 2014

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.
**MARKET ANALYSIS SUMMARY**

<table>
<thead>
<tr>
<th>Provider:</th>
<th>Valbridge Property Advisors</th>
<th>Date:</th>
<th>2/22/2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact:</td>
<td>Tim N. Treadway</td>
<td>Phone:</td>
<td>713.467.5858</td>
</tr>
<tr>
<td>Development:</td>
<td>Fulton on the Rail</td>
<td>Target Population:</td>
<td>general</td>
</tr>
<tr>
<td>Site Location:</td>
<td>5009 Fulton Street</td>
<td>City:</td>
<td>Houston</td>
</tr>
<tr>
<td>Site Coordinates:</td>
<td>29.48°20.37N 95.22°9.47W</td>
<td>County:</td>
<td>Harris</td>
</tr>
<tr>
<td></td>
<td>(decimal degree format)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Primary Market Area (PMA) page**

<table>
<thead>
<tr>
<th>Square Miles</th>
</tr>
</thead>
<tbody>
<tr>
<td>12.3</td>
</tr>
</tbody>
</table>

**CENSUS TRACTS**

<table>
<thead>
<tr>
<th>482012104.00</th>
<th>482012123.00</th>
<th>482012205.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>482012105.00</td>
<td>482012201.00</td>
<td>482012206.00</td>
</tr>
<tr>
<td>482012106.00</td>
<td>482012202.00</td>
<td>482012207.00</td>
</tr>
<tr>
<td>482012107.00</td>
<td>482012203.00</td>
<td>482012208.00</td>
</tr>
<tr>
<td>482012108.00</td>
<td>482012204.00</td>
<td></td>
</tr>
</tbody>
</table>
## Existing Affordable Housing

<table>
<thead>
<tr>
<th>Community</th>
<th>Type</th>
<th>Occ.</th>
<th>Units</th>
<th>Size</th>
<th>YOC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Avenue Terrace</td>
<td>Family</td>
<td>99%</td>
<td>144</td>
<td>962</td>
<td>2011</td>
</tr>
<tr>
<td>Fulton Village</td>
<td>Family</td>
<td>99%</td>
<td>108</td>
<td>1078</td>
<td>2003</td>
</tr>
<tr>
<td>Heatherbrook</td>
<td>Family</td>
<td>97%</td>
<td>176</td>
<td>1195</td>
<td>2004</td>
</tr>
<tr>
<td>Oak Arbor Townhomes</td>
<td>Family</td>
<td>99%</td>
<td>94</td>
<td>1047</td>
<td>2003</td>
</tr>
<tr>
<td>Oxford Place</td>
<td>Family</td>
<td>99%</td>
<td>250</td>
<td>1110</td>
<td>2006</td>
</tr>
<tr>
<td>Primrose at Casa Bella</td>
<td>Elderly</td>
<td>96%</td>
<td>280</td>
<td>890</td>
<td>2004</td>
</tr>
<tr>
<td>Redwood Heights</td>
<td>Family</td>
<td>96%</td>
<td>96</td>
<td>965</td>
<td>2006</td>
</tr>
<tr>
<td>The Shoreham</td>
<td>Family</td>
<td>96%</td>
<td>120</td>
<td>892</td>
<td>2001</td>
</tr>
<tr>
<td>Silver Glen</td>
<td>Family</td>
<td>99%</td>
<td>160</td>
<td>835</td>
<td>1972</td>
</tr>
<tr>
<td>Village Park North</td>
<td>Family</td>
<td>91%</td>
<td>100</td>
<td>790</td>
<td>1967</td>
</tr>
<tr>
<td>Woodland Christian Towers</td>
<td>Senior</td>
<td>96%</td>
<td>126</td>
<td>458</td>
<td>1972</td>
</tr>
<tr>
<td>Jensen Plaza</td>
<td>Family</td>
<td>96%</td>
<td>64</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Avenue Terraces</td>
<td>Family</td>
<td>92%</td>
<td>48</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Avenue Station</td>
<td>Family</td>
<td>95%</td>
<td>318</td>
<td>679</td>
<td>1941</td>
</tr>
<tr>
<td>Fulton Gardens</td>
<td>Elderly</td>
<td>94%</td>
<td>49</td>
<td>535</td>
<td>2011</td>
</tr>
<tr>
<td>Irvington Village</td>
<td>Family</td>
<td>95%</td>
<td>318</td>
<td>679</td>
<td>1941</td>
</tr>
</tbody>
</table>
JEFFERSON EL (101912182) - HOUSTON ISD

Accountability Rating
Met Standard

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

Did Not Meet Standards on
- NONE

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

Performance Index Report

Performance Index Summary

<table>
<thead>
<tr>
<th>Index</th>
<th>Points Earned</th>
<th>Maximum Points</th>
<th>Index Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 - Student Achievement</td>
<td>330</td>
<td>432</td>
<td>76</td>
</tr>
<tr>
<td>2 - Student Progress</td>
<td>282</td>
<td>600</td>
<td>47</td>
</tr>
<tr>
<td>3 - Closing Performance Gaps</td>
<td>371</td>
<td>800</td>
<td>46</td>
</tr>
<tr>
<td>4 - Postsecondary Readiness</td>
<td>STAAR Score</td>
<td>40.5</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Graduation Rate Score</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Graduation Plan Score</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Postsecondary Component Score</td>
<td>N/A</td>
<td></td>
</tr>
</tbody>
</table>

System Safeguards

Number and Percentage of Indicators Met

<table>
<thead>
<tr>
<th>Category</th>
<th>Met Indicators</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Performance Rates</td>
<td>15 out of 15</td>
<td>100%</td>
</tr>
<tr>
<td>Participation Rates</td>
<td>8 out of 8</td>
<td>100%</td>
</tr>
<tr>
<td>Graduation Rates</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Total</td>
<td>23 out of 23</td>
<td>100%</td>
</tr>
</tbody>
</table>

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

Met Standard

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

Did Not Meet Standards on
- NONE

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>Student Achievement</td>
<td>1,503</td>
<td>2,469</td>
<td>61</td>
</tr>
<tr>
<td>Student Progress</td>
<td>401</td>
<td>1,000</td>
<td>40</td>
</tr>
<tr>
<td>Closing Performance Gaps</td>
<td>650</td>
<td>2,000</td>
<td>33</td>
</tr>
<tr>
<td>Postsecondary Readiness</td>
<td>24.3</td>
<td>N/A</td>
<td>0.0</td>
</tr>
</tbody>
</table>

System Safeguards

Number and Percentage of Indicators Met

<table>
<thead>
<tr>
<th>Metric</th>
<th>Met Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Performance Rates</td>
<td>6 out of 30 = 20%</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 42 = 43%</td>
</tr>
</tbody>
</table>

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

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

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

Did Not Meet Standards on
- Student Achievement

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

Performance Index Report

Performance Index Summary

<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>1,602</td>
<td>2,762</td>
<td>58</td>
</tr>
<tr>
<td>2 - Student Progress</td>
<td>234</td>
<td>1,000</td>
<td>23</td>
</tr>
<tr>
<td>3 - Closing Performance Gaps</td>
<td>561</td>
<td>1,600</td>
<td>35</td>
</tr>
<tr>
<td>4 - Postsecondary Readiness</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>STAAR Score</td>
<td>8.5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Graduation Rate Score</td>
<td>23.8</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Graduation Plan Score</td>
<td>19.7</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Postsecondary Component Score</td>
<td>13.7</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

TEA | Academics | Performance Reporting  Page 1  August 15, 2017
Design Workshop led the master planning and landscape architecture design for Hardy Yards, a 43-acre brownfield on a former rail yard. Located immediately north of downtown Houston, the redevelopment offers an opportunity to create a vibrant urban district that is an extension of the adjacent historic neighborhood. Taking advantage of the unparalleled skyline views and anchored by a new “complete street” network that will directly connect to the nearby multi-modal transit station, the development is centered on a community park, office, retail and residential uses. The site’s industrial heritage is celebrated in the detailed design for lighting, seating, paving and planting.
Hardy Yards
Houston, Texas

Summary

- Reclaimed 100% of the site from an abandoned rail yard to new development.
- Preserved 37% of the development edge facing the city skyline for the public through parks and street right of way.
- Created all private development within a five-minute walking distance to a park.
- Increased walkability by 35% over City standards, allowing for more direct connection to and from the adjacent light rail station.
Zieben Group is under construction on a $66 million Class A apartment project near downtown Houston.

The Houston developer broke ground last summer on Residences at Hardy Yards, a four-story, 350-unit apartment complex that officials said will be one of the first truly mixed-income housing projects in the Bayou City.

About half of the luxury apartments — 171 units — will offer market-rate rents around $1.90 per square foot targeting downtown professionals while the remaining 179 units will offer workforce housing rents targeting police officers, firefighters, teachers and nurses making between $35,000 and $45,000.

Construction crews have finished about a third of the project, completing a six-story parking garage and framing the apartment complex, said Lee Zieben, founder of Zieben Group. The apartments are rising on a nearly 5-acre parcel in Hardy Yards, a long-vacant railcar maintenance yard in Houston’s Near Northside neighborhood.
“The Near Northside of town is experiencing a lot of neat growth and expansion,” Zieben, a Houston native and second-generation apartment developer, said. “There’s light rail, bars and restaurants and an outdoor music theater. It’s an exciting time for this side of Houston.”

Residences at Hardy Yards will feature several rail-themed features, including an iconic 100-foot clock tower with a bell and colorful lights. The apartments will feature luxury amenities, including a clubhouse with a resort-style infinity-edge pool on the top of the garage facing the downtown skyline, another resort-style courtyard pool with cabanas, a bocce ball court, horseshoe pit, volleyball court, demonstration kitchen with Wolf appliances, a fitness room with an on-demand fitness system, a movie theater room, a bike storage room, concierge service, valet trash service and a dog park with a pet washing station. The apartment complex also will feature units with alarm systems, card access and cameras, Wi-Fi, LED lights, motion sensor-controlled lights in the garage and energy-efficient appliances.

“The whole property is Class A,” Zieben said. “There’s a misnomer that mixed-income housing has got to mean a low-income project. Here, you’ll have a police officer living next to a lawyer.”

Residences at Hardy Hards is an unique public-private partnership between the Zieben Group, the city of Houston, the Houston Housing Finance Corp. and CommunityBank of Texas. The $66 million project is funded in part by a $14.5 million investment from the city of Houston through federal disaster relief funds after Hurricane Ike in 2008.

Steinberg Design Collaborative is the architect, ICON Builders is the general contractor, Jones & Carter is the civil engineer, United Engineering is the structural engineer. All four companies are based in Houston. South Carolina-based Greystar is the property manager.

Residences at Hardy Yards — located at North Main and Burnett streets, just north of Interstate 10 near the University of Houston Downtown — is the first project to break ground on the 45-acre Hardy Yards site. City planners and developers hope to transform the brownfield industrial site into a vibrant mixed-use development just north of downtown Houston. So far, there has been a $820 million public investment into the Hardy Yards site, including the installation of a Metro Red Line extension station at Burnett Street, city officials said.

Cypress Real Estate Advisors sold the 5-acre parcel for the Class A apartments to Zieben Group in March 2015. The Austin-based real estate firm has now finished redeveloping an additional 18 acres within Hardy Yards for future projects. The land is pad-ready, meaning all of the infrastructure — utilities, streets, benches and lamps — have been put in.

Zieben Group plans to begin preleasing the Residences at Hardy Yards in March 2018. The first units are expected to deliver in summer 2018 with the entire project completed in summer 2019.

Suburban builder adds to the urban trend

Friendswood Development Co. plans home project in the near northside on Fulton next to a light-rail stop

By Nancy Sarnoff | August 4, 2017 | Updated: August 5, 2017 10:17am
Suburban land developer Friendswood Development Co. is planning an urban residential project in the near northside, its latest move into Houston's increasingly crowded urban housing market.

In the last year alone, Friendswood has purchased three close-in sites as it expands toward the inner city.

"We realized some of these other big builders were in the market and performing well and that it was a place we needed to be," senior land analyst Kayla Stewart said.

The company's first urban project was in Spring Branch, an early suburban area starting to have a more urban style. It's where other traditionally suburban-focused builders like Pulte and KB have found success in building small communities of homes on small lots. Many of the homes are in the $300,000 price range and are targeted to millennials who want to be near the city center but can't afford Heights and Montrose prices.
Friendwood's near-northside site is 3.4 acres at the intersection of Fulton and Cavalcade next to a light-rail stop.

"You can see there's some major developments taking place," said Adrian Ramirez, a real estate broker with Waterman Steele Real Estate Advisors who represented the land owner in the Fulton Street sale.

One of the area's biggest changes is expected to come north of Cavalcade just west of Interstate 45, where investors have purchased the Airline Drive farmers market and plan to turn it into a higher-end culinary destination.

Friendswood hopes its Fulton Station project will appeal to buyers wanting to commute via light rail. Houstonians who work downtown, Stewart said, can be at their offices in 15 minutes.

Lennar, which builds homes in Friendswood's land developments, will fill the site with duplexes with 20-foot driveways and 10-foot backyards. The homes will have first-floor living, which buyers have expressed more interest in, Stewart said.
The homes are expected to have prices in the mid-$300,000s.

In addition to its near-northside endeavor, Friendswood has a second project under way in Spring Branch and two on the northern fringes of Oak Forest.

Construction is underway at one of the sites off Shepherd at Lehman Street south of Pinemont.

Two weeks ago, the company purchased 1.6 acres just north of the Lehman site for a future project. The property formerly housed the White Dove Wedding Chapel.
Welcome home to Lennar's newest and most central urban location, Fulton Station! Located just a mere 2.5 miles north of Downtown Houston, residents will have quick and easy access to employment and Downtown destinations via the on-site proposed park and green space that will include a monitored, secure access to and from the MetroRail Red Line through a gated street entry. Residents will enjoy abundant shopping and dining choices nearby, as well as exciting entertainment choices such as the popular White Oak Music Hall, a five-acre, three-stage indoor/outdoor live music complex hosting hundreds of live performance events each year, and located just a mile south of Fulton Station.

From the perfect in-town location, to the abundant local amenities that are right in the heart of Houston, these unique, centrally located new homes for sale by Lennar offer everything you've been dreaming of in a new home, plus the excitement of a variety of fantastic things to do and see in Houston and unbeatable convenience to everything you need to fit your lifestyle!

Discover your new Everything's Included® dream home, and the Urban Living lifestyle, with Lennar at Fulton Station today!
Residents of Fulton Station enjoy having an affordable urban option, with quick access to Downtown only feet from their doorstep. Fulton Station is planned to have a community park that will serve as open space and gated access to and from the MetroRail line, located off Fulton Street, just feet from the train stop. The MetroRail runs every 6 minutes, to have Fulton Station residents to Downtown destinations within 15 minutes, for optimum convenience. Photo courtesy of Visit Houston.

Everything’s Included® in your new Lennar home!

Lennar builds the unique and exciting Urban Villas Collection in Fulton Station! These stunning villa homes offer residents home ownership on a smaller plateau with two beautiful Everything's Included® floor plans to choose from. These homes are perfectly suited for all family sizes and offer new home buyers a perfect blend of unique and versatile amenities in a charming neighborhood setting. You will simply love the included amenities in the Urban Villas Collection such as loft spaces, island kitchens, and spacious master suites. With the beautiful Urban Villas Collection floor plans by Lennar in Fulton Station, you'll revel in the fact that you've found such a perfect setting to call home, with Everything’s Included®!

Location of Fulton Station: Urban Villas

Fulton Station
Model Home Coming Soon
Houston, TX
888-671-8375
Get directions
New is you by design. Invest in your dream home today.

Everything you need for your new home. All in one place.

Find your new Lennar neighborhood

Enter state, city, community name or zip

Submit

Lennar family of companies
Lennar Multifamily Communities | Lennar Home USA | Builders Capital Management | Eagle Home Mortgage | North American Title |
North American Advantage Insurance Services | Sunstreet Energy Group
<table>
<thead>
<tr>
<th>GOAL</th>
<th>PROJECTS</th>
<th>PRIORITY</th>
<th>TIMEFRAME</th>
<th>METRICS TO MEASURE SUCCESS</th>
<th>PARTNERS</th>
<th>POTENTIAL PROGRAMS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Renovate Existing Housing</td>
<td>Provide home repair programs for seniors and others with high needs</td>
<td>ACTION STEPS: Continue and expand the home repair program for income eligible, low- and moderate-income homeowners through the Home Repair Program in partnership with Rebuilding the Northside Together and Avenue; Partner with HCDD for matching grants to HHD to complete lead abatement; Fund and start a job skills and home repair program in partnership with workforce centers or community service requirements</td>
<td>Medium (2 - 5 yrs)</td>
<td></td>
<td>HCDD Home Repair Program, HHD Lead Abatement Program, Weatherization Assistance Program, Texas Ramp Project, Rebuilding Together Houston (including Roofs Over Houston, Interior Repair Program, Safe and Sound Program, Ramp Angels)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Develop a program to acquire and restore existing single- and multi-family housing to increase affordable housing</td>
<td>ACTION STEPS: Identify and acquire properties; Partner with HCDD to assist with acquisition and explore the potential transfer of properties to a Community Land Trust; Determine feasibility and impact in Near Northside</td>
<td>Long (5 - 10 yrs)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Explore creation of a home improvement loan program</td>
<td>ACTION STEPS: Work in partnership with HCDD to develop a home improvement loan program to serve 80-120% AMI range; low-interest, revolving loan fund</td>
<td>Medium (2 - 5 yrs)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Improve Irvington Village and Fulton Village without displacement</td>
<td>ACTION STEPS: Work in partnership with the Houston Housing Authority to explore the potential for improvement at these sites</td>
<td>Long (5 - 10 yrs)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Build New Housing</td>
<td>Build new housing for purchase and rental for a variety of income levels</td>
<td>ACTION STEPS: Partner with HCDD to develop a single-family infill lot proposal for new affordable housing (at 80% AMI or below), including the potential for infill housing to be placed into a community land trust; Partner with HCDD to explore the development of affordable multi-family housing or TODs adjacent to transit; Explore alternative housing strategies such as tiny homes, green building strategies, condos and community land trusts</td>
<td>Long (5 - 10 yrs)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grow Homeownership</td>
<td>Grow Homeownership</td>
<td>ACTION STEPS: Promote homeownership through homebuyer education and counseling; Partner with HCDD to expand Homebuyer Assistance Programs in the Near Northside, including down payment assistance and other grant programs</td>
<td>Medium (2 - 5 yrs)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grow and Secure Home Ownership</td>
<td>Provide workshops for homeowners to ensure their security</td>
<td>ACTION STEPS: Partner with HCDD to provide workshops on property tax protests, exemptions, deed transfer and wills to secure homeowners</td>
<td>Short (0 - 2 yrs)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**PLAN Legend:**
- Complete Communities Action Plan
- City of Houston Plans and CIP
- Near Northside Quality of Life Agreement
- Northside Livable Centers Study
- Sector 17 Parks Plan
- Greater Northside Pedestrian Transit Access Master Plan
- METRO Transit Oriented Development
- Healthy Living Matters NNS Recommendations

**PRIORITY Legend:**
- HIGH
- MEDIUM
- LOW

**EXHIBIT H**

**HOUSING**

<table>
<thead>
<tr>
<th>PLAN</th>
<th>PRIORITY</th>
<th>TIMEFRAME</th>
<th>METRICS TO MEASURE SUCCESS</th>
<th>PARTNERS</th>
<th>POTENTIAL PROGRAMS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Homes repaired each year**

**New homes constructed, owner and renter, in ten years**

**Stabilize homeownership at the 2015 rate of 45% of households**
<table>
<thead>
<tr>
<th>GOAL</th>
<th>PROJECTS</th>
<th>PRIORITY</th>
<th>TIMEFRAME</th>
<th>METRICS TO MEASURE SUCCESS</th>
<th>PARTNERS</th>
<th>POTENTIAL PROGRAMS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Create Strong Partnerships with Law Enforcement</strong></td>
<td>Increase participation in HPD’s Positive Interaction Program</td>
<td>Short (0 - 2 yrs)</td>
<td>10% Decline in the violent crime rate in the Near Northside in ten years. Currently the violent crime rate is 3% higher than Houston’s at 1061 crimes/100,000 people Source: HPD 2016 Crime Reports, Beat 2A10 and UCR Data Houston, 2016</td>
<td>LEAD: HPD, PIP, Civic Clubs, SN Council</td>
<td>Potential Partners: Safe Walk Home</td>
<td>Positive Interaction Program, Safe Walk Home Program</td>
</tr>
<tr>
<td></td>
<td>Increase police patrol</td>
<td>Medium (2 - 5 yrs)</td>
<td></td>
<td>LEAD: HPD</td>
<td>Potential Partners: Civic Clubs, SN Council, Safe Walk Home</td>
<td>Safe Walk Home Program</td>
</tr>
<tr>
<td></td>
<td>Develop strong partnerships between neighborhood initiatives, such as Safe Walk Home, and area law enforcement to expand neighborhood safety initiatives</td>
<td>Medium (2 - 5 yrs)</td>
<td></td>
<td>LEAD: HPD, Safe Walk Home, SN Council</td>
<td>Potential Partners: Area Civic Clubs</td>
<td>National Night Out, Keep Houston SAFE Initiative, Citizens Patrol Program</td>
</tr>
<tr>
<td><strong>Support Safe Environments for Pets</strong></td>
<td>Continue and expand pet spay and neuter programs</td>
<td>Short (0 - 2 yrs)</td>
<td>25% Reduction in 311 calls to BARC for stray animals Source: 311 Calls</td>
<td>LEAD: BARC, ARA</td>
<td>Potential Partners: Emancipet, Northside DAWGS, Other non-profit animal organizations</td>
<td>Healthy Pets Healthy Streets</td>
</tr>
<tr>
<td></td>
<td>Create educational program for pets</td>
<td>Short (0 - 2 yrs)</td>
<td></td>
<td></td>
<td></td>
<td>BARC Stray Animal Program</td>
</tr>
<tr>
<td></td>
<td>Enforce use of principles of Crime Prevention Through Environmental Design</td>
<td>Long (5 - 10 yrs)</td>
<td></td>
<td>LEAD: AARP, Avenue, Block Captains, Safe Walk Home, Councilmember</td>
<td>Potential Partners: HPD</td>
<td>CPTED training</td>
</tr>
<tr>
<td></td>
<td>Address the challenge of loitering, homeless needs and panhandling</td>
<td>Medium (2 - 5 yrs)</td>
<td></td>
<td>LEAD: HPD, Avenue, METRO, HISD, UH Downtown, Safe Walk Home, Salvation Army</td>
<td>Potential Partners:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Boarding house regulations</td>
<td>Medium (2 - 5 yrs)</td>
<td></td>
<td>LEAD: ARA, Avenue</td>
<td>Potential Partners:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Understand and address human trafficking – Lead: Houston Area Council on Human Trafficking</td>
<td>Medium (2 - 5 yrs)</td>
<td></td>
<td>LEAD: Houston Area Council on Human Trafficking, Avenue</td>
<td>Potential Partners: HPD, Area Schools</td>
<td>City’s Anti-Human Trafficking Strategic Plan, ‘Watch for Traffick’ Media Campaign Toolkit</td>
</tr>
<tr>
<td><strong>Create Safe Places</strong></td>
<td>Safety Audits completed each year</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**PLAN Legend:**
- Complete Communities Action Plan
- City of Houston Plans and CIP
- Near Northside Quality of Life Agreement
- Northside Livable Centers Study
- Sector 17 Parks Plan
- Greater Northside Pedestrian Transit Access Master Plan
- METRO Transit Oriented Development
- Healthy Living Matters NNS Recommendations

**PRIORITY Legend:**
- HIGH
- MEDIUM
- LOW
**A complete community is a learning community with quality early childhood education, high performing schools and lifelong learning opportunities**

### GOAL

<table>
<thead>
<tr>
<th>PROJECTS</th>
<th>PRIORITY</th>
<th>TIMEFRAME</th>
<th>METRICS TO MEASURE SUCCESS</th>
<th>PARTNERS</th>
<th>POTENTIAL PROGRAMS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Increase the number of high quality early education slots</strong>&lt;br&gt;<strong>ACTION STEPS:</strong> Create partnerships to recruit qualified teachers; Educate parents on importance of quality early education; Support the neighborhood’s goal to increase the number of early education slots by 300 by 2020, including additional childhood education centers; Offer bilingual pre-k education, offer opportunities for early diagnosis of learning disabilities&lt;br&gt;<strong>LEAD:</strong> Collaborative for Children, Capital One Northside Education Coalition, Wesley Community Center&lt;br&gt;<strong>Potential Partners:</strong> HISD, MOE, Philanthropy&lt;br&gt;<strong>TIMEFRAME:</strong> Medium (2 - 5 yrs)</td>
<td><strong>300</strong>&lt;br&gt;<strong>New Early Childhood Education Slots in ten years</strong>&lt;br&gt;<strong>Source:</strong> Collaborative for Children&lt;br&gt;<strong>METRICS TO MEASURE SUCCESS</strong>&lt;br&gt;<strong>LEAD:</strong> Collaborative for Children, Capital One Northside Education Coalition, Wesley Community Center&lt;br&gt;<strong>Potential Partners:</strong> HISD, MOE, Philanthropy</td>
<td><strong>Texas Rising Star Program</strong>&lt;br&gt;<strong>Head Start Program</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Increase the number of high quality early education subsidies</strong>&lt;br&gt;<strong>ACTION STEPS:</strong> Partner with workforce boards to incentivize Texas Rising Star 4 Centers by offering parents stipends; Identify additional subsidies to assist parents&lt;br&gt;<strong>LEAD:</strong> Collaborative for Children, Capital One Northside Education Coalition, Wesley Community Center&lt;br&gt;<strong>Potential Partners:</strong> HISD, MOE, Philanthropy&lt;br&gt;<strong>TIMEFRAME:</strong> Medium (2 - 5 yrs)</td>
<td><strong>70%</strong>&lt;br&gt;<strong>Of 3rd grade students will meet standards on state reading assessments, which is equal to, or exceeding, the HISD Average in 2015</strong>&lt;br&gt;<strong>Source:</strong> Texas Education Agency&lt;br&gt;<strong>METRICS TO MEASURE SUCCESS</strong>&lt;br&gt;<strong>LEAD:</strong> Collaborative for Children, Capital One Northside Education Coalition, CIS, HISD, MOE&lt;br&gt;<strong>Potential Partners:</strong> Philanthropy, Residents</td>
<td><strong>EMERGE HISD</strong>&lt;br&gt;<strong>Hire Houston Youth</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Improve educational outcomes at area schools</strong>&lt;br&gt;<strong>ACTION STEPS:</strong> Develop strategies to advocate for the allocation of school funds focused on equity; Recruit residents to volunteer and mentor at area schools; Work with HISD to expand community engagement; Engage the community; Support the provision of wraparound services at area schools in partnership with HISD, CIS and MOE&lt;br&gt;<strong>LEAD:</strong> Collaborative for Children, Capital One Northside Education Coalition, HISD, MOE&lt;br&gt;<strong>Potential Partners:</strong> HISD, MOE, MOE&lt;br&gt;<strong>TIMEFRAME:</strong> Long (5 - 10 yrs)</td>
<td><strong>750</strong>&lt;br&gt;<strong>Youth will be served by area summer programs</strong>&lt;br&gt;<strong>Source:</strong> Out 2 Learn&lt;br&gt;<strong>METRICS TO MEASURE SUCCESS</strong>&lt;br&gt;<strong>LEAD:</strong> Collaborative for Children, Education Coalition, HISD, MOE&lt;br&gt;<strong>Potential Partners:</strong> Avenue, Wesley, Leonel Castillo Center, Baker Ripley</td>
<td><strong>Out 2 Learn</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Increase number of high school graduates who complete a certificate, vocational program, or 2-4 year college degree after six years</strong>&lt;br&gt;<strong>ACTION STEPS:</strong> Connect students to EMERGE-HISD which links high-performing students from underserved backgrounds to top-tier institutions that will offer them the least financial burden and the greatest support; Organize trips to area colleges; Identify additional strategies&lt;br&gt;<strong>LEAD:</strong> Capital One Northside Education Coalition, HISD, MOE&lt;br&gt;<strong>Potential Partners:</strong> Philanthropy, Residents&lt;br&gt;<strong>TIMEFRAME:</strong> Long (5 - 10 yrs)</td>
<td><strong>65%</strong>&lt;br&gt;<strong>Of residents over the age of 25 years, will have a high school diploma or equivalent. Currently 56% have a high school diploma or equivalent.</strong>&lt;br&gt;<strong>Source:</strong> ACS 2015 (5-yr)&lt;br&gt;<strong>METRICS TO MEASURE SUCCESS</strong>&lt;br&gt;<strong>LEAD:</strong> Capital One Northside Education Coalition, HISD, MOE&lt;br&gt;<strong>Potential Partners:</strong> Avenue, Wesley, Leonel Castillo Center, Baker Ripley</td>
<td><strong>EMERGE HISD</strong>&lt;br&gt;<strong>Hire Houston Youth</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Expand after-school and summer programs for youth</strong>&lt;br&gt;<strong>ACTION STEPS:</strong> Promote the Out 2 Learn directory of out of school programs to area parents; Expand afterschool tutoring, enrichment programs and arts; Expand participation in the FACE program at Marshall MS, part of 21st Century Community Learning Centers Initiative at HISD for afterschool or summer programs; Promote programs provided at the Carnegie Library to area students and parents&lt;br&gt;<strong>LEAD:</strong> Collaborative for Children, Capital One Northside Education Coalition, HISD, MOE&lt;br&gt;<strong>Potential Partners:</strong> HISD, MOE, HISD&lt;br&gt;<strong>TIMEFRAME:</strong> Medium (2 - 5 yrs)</td>
<td><strong>4 Centers by offering parents stipends; Identify additional subsidies to assist parents</strong>&lt;br&gt;<strong>LEAD:</strong> Collaborative for Children, Capital One Northside Education Coalition, Wesley Community Center&lt;br&gt;<strong>Potential Partners:</strong> HISD, MOE, Philanthropy</td>
<td><strong>Texas Rising Star Program</strong>&lt;br&gt;<strong>Head Start Program</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Provide leadership training, skills and resources for parents</strong>&lt;br&gt;<strong>ACTION STEPS:</strong> Expand leadership development programs for parents; Provide parent engagement programs provided by HISD to area schools; Create the “Civic Academy” to educate parents on the HISD system and how it works; Strengthen local PTAs and PTOs to ensure strong local schools; Support the Capital One Northside Education Coalition’s work on civic advocacy, offer Spanish translation to improve communication&lt;br&gt;<strong>LEAD:</strong> Capital One Northside Education Coalition, HISD, MOE&lt;br&gt;<strong>Potential Partners:</strong> Avenue, Wesley, Leonel Castillo Center, Baker Ripley&lt;br&gt;<strong>TIMEFRAME:</strong> Short (0 - 2 yrs)</td>
<td><strong>65%</strong>&lt;br&gt;<strong>Of residents over the age of 25 years, will have a high school diploma or equivalent. Currently 56% have a high school diploma or equivalent.</strong>&lt;br&gt;<strong>Source:</strong> ACS 2015 (5-yr)&lt;br&gt;<strong>METRICS TO MEASURE SUCCESS</strong>&lt;br&gt;<strong>LEAD:</strong> Capital One Northside Education Coalition, HISD, MOE&lt;br&gt;<strong>Potential Partners:</strong> Avenue, Wesley, Leonel Castillo Center, Baker Ripley</td>
<td><strong>EMERGE HISD</strong>&lt;br&gt;<strong>Hire Houston Youth</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Support parents continuing education</strong>&lt;br&gt;<strong>ACTION STEPS:</strong> Expand knowledge of and access to GED test preparation courses, HISD, HCC and HPL; Expand enrollment in GED testing; Expand knowledge of and access to adult workforce programs at Wesley, Castillo Center, HCC, HPL and other providers; Promote literacy through Little Free Libraries at area wathasherias in partnership with HPL’s Groomed for Literacy Project&lt;br&gt;<strong>LEAD:</strong> Collaborative for Children, Capital One Northside Education Coalition, HISD, MOE&lt;br&gt;<strong>Potential Partners:</strong> HISD, MOE, MOE&lt;br&gt;<strong>TIMEFRAME:</strong> Medium (2 - 5 yrs)</td>
<td><strong>4 Centers by offering parents stipends; Identify additional subsidies to assist parents</strong>&lt;br&gt;<strong>LEAD:</strong> Collaborative for Children, Capital One Northside Education Coalition, Wesley Community Center&lt;br&gt;<strong>Potential Partners:</strong> HISD, MOE, Philanthropy</td>
<td><strong>Texas Rising Star Program</strong>&lt;br&gt;<strong>Head Start Program</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>GOAL</td>
<td>PROJECTS</td>
<td>PRIORITY</td>
<td>TIMEFRAME</td>
<td>METRICS TO MEASURE SUCCESS</td>
<td>PARTNERS</td>
</tr>
<tr>
<td>-------------------------------------------</td>
<td>--------------------------------------------------------------------------</td>
<td>-----------</td>
<td>--------------</td>
<td>----------------------------</td>
<td>--------------------------------------------</td>
</tr>
<tr>
<td>Nurture Community Leaders</td>
<td>Provide leadership training</td>
<td>Short</td>
<td>(0 - 2 yrs)</td>
<td>20 Youth will enroll in leadership training</td>
<td>LEAD: LISC, Avenue</td>
</tr>
<tr>
<td></td>
<td>ACTION STEPS: Identify partners and funding to continue shared leadership training, take advantage of local and city wide leadership training opportunities</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Provide youth leadership training and a youth forum at NSHS</td>
<td>Short</td>
<td>(0 - 2 yrs)</td>
<td></td>
<td>LEAD: NSHS Student Government, SN Council</td>
</tr>
<tr>
<td></td>
<td>ACTION STEPS: Partner with Northside High School student leaders to develop and implement youth leadership training, identify funding</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Expand Neighborhood Advocacy</td>
<td>Develop an annual advocacy agenda</td>
<td>Short</td>
<td>(0 - 2 yrs)</td>
<td></td>
<td>LEAD: Harris Country Public Health</td>
</tr>
<tr>
<td></td>
<td>ACTION STEPS: Develop an annual advocacy agenda in collaboration with Near Northside stakeholders and leaders; Provide advocacy training; Actively engage elected officials and other agencies to forward this agenda</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Create a coalition to stay informed and engaged with the I-45 expansion project</td>
<td>Short</td>
<td>(0 - 2 yrs)</td>
<td></td>
<td>LEAD: Avenue, GNMD, SN Council</td>
</tr>
<tr>
<td></td>
<td>ACTION STEPS: Identify key leaders and stakeholders to form and lead a coalition to advocate for the Near Northside for I-45 expansion project</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Advocate for citywide Super Neighborhood Council funding</td>
<td>Short</td>
<td>(0 - 2 yrs)</td>
<td></td>
<td>LEAD: SN Council</td>
</tr>
<tr>
<td></td>
<td>ACTION STEPS: Explore the potential for funding to be distributed through Councilmember District Funds</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Provide SB4 Training and Information</td>
<td>Short</td>
<td>(0 - 2 yrs)</td>
<td></td>
<td>LEAD: DON, Office of New Americans</td>
</tr>
<tr>
<td></td>
<td>ACTION STEPS: Work with area schools and organizations to develop and implement SB4 training and information, to keep area residents informed</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Increase Civic Engagement</td>
<td>Increase voter participation</td>
<td>Short</td>
<td>(0 - 2 yrs)</td>
<td></td>
<td>LEAD: Mi Familia Vota</td>
</tr>
<tr>
<td></td>
<td>ACTION STEPS: Provide voter registration events; voter education and information</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Engage with elected officials/candidates</td>
<td>Short</td>
<td>(0 - 2 yrs)</td>
<td></td>
<td>LEAD: GO Leadership and Advocacy Committee, SN Council, Avenue</td>
</tr>
<tr>
<td></td>
<td>ACTION STEPS: Host Near Northside election forums for candidates pursuing elected office; Develop candidate questionnaires and priorities</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Support and grow area civic clubs</td>
<td>Medium</td>
<td>(2 - 5 yrs)</td>
<td></td>
<td>LEAD: SN Council, DON</td>
</tr>
<tr>
<td></td>
<td>ACTION STEPS: Identify areas that currently do not have civic clubs and work with area leaders to develop civic organizations; Support existing civic clubs through small grants and leadership training</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PLAN:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PLAN Legend:</td>
<td>● Complete Communities Action Plan</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>● Sector 17 Parks Plan</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>● Greater Northside Pedestrian Transit Access Master Plan</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>● METRO Transit Oriented Development</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>● Healthy Living Matters NNS Recommendations</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**CIVIC ENGAGEMENT**

**61%**

Of registered voters in the Near Northside will vote in the 2020 election, equal to Harris County in 2016

Source: Harris County District Clerk

**PLAN Legend:**

- Complete Communities Action Plan
- Sector 17 Parks Plan
- Greater Northside Pedestrian Transit Access Master Plan
- METRO Transit Oriented Development
- Healthy Living Matters NNS Recommendations

**PRIORITY Legend:**

- HIGH
- MEDIUM
- LOW
### Health

**Metropolitan Transit Oriented Development**

**Healthy Living Matters NNS Recommendations**

**Near Northside Quality of Life Agreement**

**Sector 17 Parks Plan**

**City of Houston Plans and CIP**

**Northside Livable Centers Study**

**Healthy Living Matters NNS Recommendations**

**Greater Northside Pedestrian Transit Access Master Plan**

**Metro Transit Oriented Development**

**Complete Communities Action Plan**

**PRIORITY Legend:**

- HIGH
- MEDIUM
- LOW

#### METRICS TO MEASURE SUCCESS

<table>
<thead>
<tr>
<th>GOAL</th>
<th>PROJECTS</th>
<th>PRIORITY</th>
<th>TIMEFRAME</th>
<th>PARTNERS</th>
<th>POTENTIAL PROGRAMS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Expand Access to Healthy Food</strong></td>
<td>Advocate for schools to expand healthy food options</td>
<td>Long</td>
<td>LEAD: HLM, Memorial Hermann, School Health Advisory Committee</td>
<td>Potential Partners: HHD, HISD</td>
<td></td>
</tr>
<tr>
<td></td>
<td>ACTION STEPS: Partner with area schools and other public facilities to advocate for healthy food and healthy vending policies; Apply for farm to school grant offered by the USDA</td>
<td>(5 - 10 yrs)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Increase food security through expanding area farmers markets, healthy corner stores and Brighter Bites</td>
<td>Medium</td>
<td>LEAD: Memorial Hermann, Can Do Houston, Brighter Bites, HHD</td>
<td>Can DO Healthy Corner Stores, Brighter Bites, Houston Food Bank Food Scholarships</td>
<td></td>
</tr>
<tr>
<td></td>
<td>ACTION STEPS: Partner with Brighter Bites, Can Do and other area organizations, such as Urban Harvest, to expand access to healthy food inside of the neighborhood</td>
<td>(2 - 5 yrs)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>EXPAND A CSA or Food Co-op</td>
<td>Medium</td>
<td>LEAD: Memorial Hermann, Can Do Houston, Brighter Bites, HHD</td>
<td>Houston Food Bank Food Scholarships</td>
<td></td>
</tr>
<tr>
<td></td>
<td>ACTION STEPS: Identify a location; work with partners to establish a Co-op or CSA</td>
<td>(2 - 5 yrs)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Increase opportunities to enroll in SNAP</td>
<td>Short</td>
<td>LEAD: Avenue</td>
<td>Recipe for Success, DAWN Program</td>
<td></td>
</tr>
<tr>
<td></td>
<td>ACTION STEPS: Join the SNAP/EBT action group at the Houston Food Bank; Recruit SNAP enrollment ambassadors through area churches, schools and organizations; Expand enrollment in SNAP</td>
<td>(0 - 2 yrs)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Offer cooking, nutrition and gardening education classes</td>
<td>Short</td>
<td>LEAD: HLM, HHD</td>
<td>Recipe for Success, DAWN Program</td>
<td></td>
</tr>
<tr>
<td></td>
<td>ACTION STEPS: Partner with the Houston Health Department or other organization for nutrition classes, fitness and diabetes self-management education (DAWN); Partner with HHD and other organizations, such as Urban Harvest, for gardening classes</td>
<td>(0 - 2 yrs)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Promote Opportunities for Active Living</strong></td>
<td>Expand options for walking and biking in the neighborhood</td>
<td>Long</td>
<td>LEAD: HLM, Memorial Hermann, Safe Walk Home</td>
<td>Exercise is Medicine Program; Houston Bike Racks Donation Program</td>
<td></td>
</tr>
<tr>
<td></td>
<td>ACTION STEPS: Safe routes to schools; Safe routes to parks policy; Require developers to pay into a fund that supports construction of sidewalks and maintenance; Add bike racks to area destinations and businesses</td>
<td>(5 - 10 yrs)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Expand Tour de Northside and CIGNA Sunday Streets</td>
<td>Medium</td>
<td>LEAD: Greater Northside Mental Health Program</td>
<td>CIGNA Sunday Streets, CIGNA Sunday Streets</td>
<td></td>
</tr>
<tr>
<td></td>
<td>ACTION STEPS: Work in partnership with the GNMD and CIGNA Sunday Streets to expand these programs in the Near Northside</td>
<td>(2 - 5 yrs)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Identify and address mental healthcare needs</td>
<td>Medium</td>
<td>LEAD: HHD, Harris Center for Mental Health</td>
<td>CIS Mental Health Initiative</td>
<td></td>
</tr>
<tr>
<td></td>
<td>ACTION STEPS: Increase access to HHD’s counselors from Harris Center at local clinics; Partner with the city on the proposed campaign to identify and address mental health needs</td>
<td>(2 - 5 yrs)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Increase access to healthcare insurance, providers and resources</td>
<td>Medium</td>
<td>LEAD: HHD, HLM</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>ACTION STEPS: Provide ACA benefits application assistance and navigation; Partner with Houston Health Department to identify qualifying individuals for affordable healthcare services; Work with area clinics to provide targeted health services and screening</td>
<td>(2 - 5 yrs)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>GOAL</td>
<td>PROJECTS</td>
<td>PRIORITY</td>
<td>TIMEFRAME</td>
<td>METRICS TO MEASURE SUCCESS</td>
<td>PARTNERS</td>
</tr>
<tr>
<td>------</td>
<td>----------</td>
<td>----------</td>
<td>-----------</td>
<td>-----------------------------</td>
<td>----------</td>
</tr>
<tr>
<td>PROTECT NEIGHBORHOOD CHARACTER</td>
<td>Protect neighborhood character through minimum lot size restrictions</td>
<td>ACTION STEPS: Continue to work with civic clubs and leaders to identify areas for minimum lot sizes</td>
<td>Medium</td>
<td>2000 Parcels protected through minimum lot size restrictions in ten years. Currently 1500 parcels are protected</td>
<td>LEAD: Avenue, SN Council</td>
</tr>
<tr>
<td></td>
<td>Preserve the Near Northside’s History and Neighborhoods</td>
<td>Protect the neighborhood from nuisances and blight</td>
<td>ACTION STEPS: Work with DON to address area nuisances and blight, such as bandit signs, code compliance, and other issues</td>
<td>Short</td>
<td>20 Public Art projects completed in the community</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Develop a public art plan</td>
<td>ACTION STEPS: Partner with the Mayor’s Office of Cultural Affairs, Houston Arts Alliance, Hardy TIRZ, GNMD and others to create a public art plan</td>
<td>Medium</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Create a Place for Art</td>
<td>ACTION STEPS: Identify key neighborhood public art projects including a mural at Carnegie Library and Fiesta; Partner with MOCA and GNMD to identify locations for additional mini-murals</td>
<td>Medium</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Attract a new cultural center</td>
<td>ACTION STEPS: Survey existing cultural centers in Houston; Identify partners who have the capacity to expand; Develop an advocacy team to work towards a new cultural center</td>
<td>Long</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Organize and support signature events and festivals in the neighborhood</td>
<td>ACTION STEPS: Continue to grow and support area events such as Sabor del Northside, Tour de Northside, Mercado del Northside</td>
<td>Medium</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Visit My Neighborhood Program</td>
<td>ACTION STEPS: Partner with MOCA and the Houston Arts Alliance to expand arts and cultural experiences for residents and visitors of Complete Communities, including securing an art writer fellowship to document and showcase the arts, cultural and heritage resources and activities in each community</td>
<td>Short</td>
<td></td>
</tr>
</tbody>
</table>

**PLAN Legend:**
- Complete Communities Action Plan
- City of Houston Plans and CIP
- Near Northside Quality of Life Agreement
- Northside Livable Centers Study
- Sector 17 Parks Plan
- Greater Northside Pedestrian Transit Access Master Plan
- METRO Transit Oriented Development
- Healthy Living Matters NNS Recommendations

**PRIORITY Legend:**
- HIGH
- MEDIUM
- LOW
<table>
<thead>
<tr>
<th>GOAL</th>
<th>PROJECTS</th>
<th>PRIORITY</th>
<th>TIMEFRAME</th>
<th>METRICS TO MEASURE SUCCESS</th>
<th>PARTNERS</th>
<th>POTENTIAL PROGRAMS</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Parks and Green Spaces</td>
<td>Create an open space corridor adjacent to Little White Oak Bayou, connecting Woodlands and Moody Park</td>
<td>ACTION STEPS: Work in partnership with the Houston Parks Board to create a green corridor linking area parks</td>
<td>Medium (2 - 5 yrs)</td>
<td>Of residents are within a 10-minute walk to a neighborhood park. Currently, 79% of residents are within a 10-minute walk of a park.</td>
<td>LEAD: HPB</td>
<td>Potential Partners: Philanthropic Organizations, GNMD</td>
</tr>
<tr>
<td></td>
<td>Transform vacant lots and leftover spaces into public plazas and green spaces</td>
<td>ACTION STEPS: Develop concepts and designs for new neighborhood pocket parks, including sites near Hogan St. for the southeast part of the neighborhood, and the Fulton green space and butterfly garden in partnership with HPARD and GNMD; Work in partnership with the Hardy Toll Road extension project to identify and develop opportunities for new green spaces; Identify additional sites for small plazas and parks</td>
<td>Medium (2 - 5 yrs)</td>
<td>100% of residents are within a 10-minute walk to a neighborhood park. Currently, 79% of residents are within a 10-minute walk of a park.</td>
<td>LEAD: HPARD, GNMD, HPB</td>
<td>Potential Partners: Avenue, Council District, METRO, Hardy Toll Road, Texas Parks and Wildlife Local Parks Grant Program, Urban Outdoor Recreation</td>
</tr>
<tr>
<td></td>
<td>Moody Park Improvements</td>
<td>ACTION STEPS: Work in partnership with HPARD to identify and complete needed improvements at Moody Park, including the potential of a splash pad, better lighting, maintenance and security; Work in partnership with METRO to create better accessibility to the park</td>
<td>Long (5 - 10 yrs)</td>
<td></td>
<td>LEAD: HPARD, METRO</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Irvington Park Improvements</td>
<td>ACTION STEPS: Work in partnership with HPARD to identify and complete needed improvements at Irvington Park, including adding new lighting for the basketball pavilion and providing regular maintenance</td>
<td>Medium (2 - 5 yrs)</td>
<td></td>
<td>LEAD: HPARD</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Castillo Park Improvements</td>
<td>ACTION STEPS: Work in partnership with HPARD, Carnegie Library, and Marshall MS to advocate for improvements at Castillo Park to provide a central park in the heart of the neighborhood</td>
<td>Long (5 - 10 yrs)</td>
<td></td>
<td>LEAD: HPARD, HCDD, Avenue, Marshall MS, Carnegie Library, Philanthropic Organizations, GNMD</td>
<td></td>
</tr>
</tbody>
</table>

A complete community is a sustainable and resilient community with high quality parks and community amenities.

PARKS AND COMMUNITY AMENITIES

<table>
<thead>
<tr>
<th>PLAN Legend:</th>
<th>Complete Communities Action Plan</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>City of Houston Plans and CIP</td>
</tr>
<tr>
<td></td>
<td>Near Northside Quality of Life Agreement</td>
</tr>
<tr>
<td></td>
<td>Northside Livable Centers Study</td>
</tr>
<tr>
<td></td>
<td>Sector 17 Parks Plan</td>
</tr>
<tr>
<td></td>
<td>Greater Northside Pedestrian Transit Access Master Plan</td>
</tr>
<tr>
<td></td>
<td>METRO Transit Oriented Development</td>
</tr>
<tr>
<td></td>
<td>Healthy Living Matters NNS Recommendations</td>
</tr>
<tr>
<td>PRIORITY Legend:</td>
<td>HIGH</td>
</tr>
<tr>
<td></td>
<td>MEDIUM</td>
</tr>
<tr>
<td></td>
<td>LOW</td>
</tr>
</tbody>
</table>
## Projects

### Prioritize Streetscapes
- **ACTION STEPS:** Prioritize streetscape enhancements of major arterial roads, including N. Main St.; Fulton St.; Irvington Blvd.; Ellysian St.; Hardy St.; Burnett St.; Hogan St.; Lorraine St.; Collingsworth St.; Patton St.; Quitman St. Improvements are currently in design with GNMD, along with pedestrian improvements along Cavalcade; Explore street trees along the light rail corridor.
- **PLAN:**
- **PRIORITY:** Long (5 - 10 yrs)
- **METRICS TO MEASURE SUCCESS:** 5 Miles of street improvements. Source: City of Houston GIS
- **PARTNERS:** LEAD: PWE Potential Partners: GNMD, METRO, Rebuild Houston

### Expand Bike Lanes and Amenities
- **ACTION STEPS:** Work in partnership with PWE to identify new bike lane projects, including Castililo Park or Carnegie Branch Library, Quitman Station, Fulton/North Central Station, Burnett Transit Center.
- **PLAN:**
- **PRIORITY:** Short (0 - 2 yrs)
- **METRICS TO MEASURE SUCCESS:** The miles of bike lanes and bike trails serving the neighborhood. Source: City of Houston GIS
- **PARTNERS:** LEAD: HPB Potential Partners: GNMD, PWE Bayou Greenway Initiative

### Improve Neighborhood Streetlighting
- **ACTION STEPS:** Partner with PWE, that recently completed a survey of street lights and are putting in additional lights along Quitman; Provide input on where additional street light surveys should be done to focus PWE efforts, including Cavalcade St. from I-45 to Irvington Blvd.; Hogan St./Lorraine St. between Main St. and Hardy St.; Brooks St. between Main St. and Hardy St.; Near Moody Park Station, Cavalcade Station; Main St., between Boundary St. and Quitman St.
- **PLAN:**
- **PRIORITY:** Medium (2 - 5 yrs)
- **METRICS TO MEASURE SUCCESS:** Of workers over 16 years will ride public transit to work. Currently 6%
- **PARTNERS:** LEAD: PWE Potential Partners: SN Council, DON Citizens Accessibility Office, METRO Universal Accessibility Initiative

### Increase Transit ridership and other mobility options
- **ACTION STEPS:** Develop a "Near Northside Transit Map" to be installed throughout the community; Partner with ARA/Park Houston to identify locations to install 3-5 car share stations near libraries, multi-service centers, transit centers, and education centers.
- **PLAN:**
- **PRIORITY:** Medium (2 - 5 yrs)
- **METRICS TO MEASURE SUCCESS:** Houston Arts Alliance Grant Neighborhood Matching Grants

### Improve Safety, Walkability and Connectivity
- **ACTION STEPS:** Work with PWE on priority sidewalk projects, current projects include Cochran, James to Noble; Campbell St., Cochran St. to Gano St.; extension of sidewalks on Gale St., Canadian St., and Evelyn St.
- **PLAN:**
- **PRIORITY:** Medium (2 - 5 yrs)
- **METRICS TO MEASURE SUCCESS:** 12% Of workers over 16 years will ride public transit to work. Currently 6%
- **PARTNERS:** LEAD: HPB Potential Partners: SN Council, DON Citizens Accessibility Office, METRO Universal Accessibility Initiative

### Increase sidewalk and ramps to ADA standards
- **ACTION STEPS:** Partner with DON Citizens Accessibility Office to complete accessibility assessments; disabled or elderly residents must apply to get ramps, construction is done through a separate fund in Public Works (PWE).
- **PLAN:**
- **PRIORITY:** Medium (2 - 5 yrs)
- **METRICS TO MEASURE SUCCESS:** Disabled or elderly residents must apply to get ramps
- **PARTNERS:** LEAD: PWE Potential Partners: SN Council Safe Sidewalk Program

### New sidewalks
- **ACTION STEPS:** Work in partnership with PWE on priority sidewalk projects, current projects include Cochran, James to Noble; Campbell St., Cochran St. to Gano St.; extension of sidewalks on Gale St., Canadian St., and Evelyn St.
- **PLAN:**
- **PRIORITY:** Medium (2 - 5 yrs)
- **METRICS TO MEASURE SUCCESS:** Disabled or elderly residents must apply to get ramps
- **PARTNERS:** LEAD: PWE Potential Partners: SN Council Safe Sidewalk Program

### Improve sidewalk and ramps to ADA standards
- **ACTION STEPS:** Partner with DON Citizens Accessibility Office to complete accessibility assessments; disabled or elderly residents must apply to get ramps, construction is done through a separate fund in Public Works (PWE).
- **PLAN:**
- **PRIORITY:** Medium (2 - 5 yrs)
- **METRICS TO MEASURE SUCCESS:** Disabled or elderly residents must apply to get ramps
- **PARTNERS:** LEAD: PWE Potential Partners: SN Council Safe Sidewalk Program

### Improve neighborhood streets
- **ACTION STEPS:** Work with PWE to identify priority street improvements; PWE has moved Lorraine St. to the CIP; Hogan St. is in pre-engineering phase, once complete will go to CIP.
- **PLAN:**
- **PRIORITY:** Long (5 - 10 yrs)
- **METRICS TO MEASURE SUCCESS:** LEAD: PWE Potential Partners: GNMD, METRO, Rebuild Houston

### Expand area bike lanes and hike and bike trails
- **ACTION STEPS:** Work with PWE on priority bike lanes, including (in order of priority) Hardy St. from Burnett St. to Kelley St.; N. Main St. from Boundary to Whitney; Quitman St. from South St. to Ellysian St.; Pinckney Street from Keene St. to MKT Trail (connect to MKT trail); Lorraine Street from MKT Trail to the Eastex Fwy; Burnett Street from Hardy St. to Freeman St.
- **PLAN:**
- **PRIORITY:** Medium (2 - 5 yrs)
- **METRICS TO MEASURE SUCCESS:** Houston Bike Plan
- **PARTNERS:** LEAD: PWE Potential Partners: Houston Bike Plan

### Install bike racks at area businesses and other locations
- **ACTION STEPS:** Work in partnership with HHD to identify locations for area bike racks, including Fulton at Cavalcade; Irvington area restaurants; Fulton St. near Boundary St.
- **PLAN:**
- **PRIORITY:** Short (0 - 2 yrs)
- **METRICS TO MEASURE SUCCESS:** Houston Bike Racks Donation Program
- **PARTNERS:** LEAD: Houston BCycle, PWE Potential Partners: SN Council Houston BCycle

### Hike and Bike Trails
- **ACTION STEPS:** Partner with HPB to develop strategies to link White Oak trail and bike trail to Quitman Station, neighborhood parks and the area near Harrington St.; Explore opportunities for new trails in association with the proposed Hardy Toll Road extension and I-45 expansion.
- **PLAN:**
- **PRIORITY:** Medium (2 - 5 yrs)
- **METRICS TO MEASURE SUCCESS:** Bayou Greenway Initiative
- **PARTNERS:** LEAD: HHD Potential Partners: SN Council, Avenue Houston Bike Racks Donation Program
# ECONOMY AND WORKFORCE

### A complete community is a thriving community with strong local businesses, economic investment and employment and training opportunities

<table>
<thead>
<tr>
<th>GOAL</th>
<th>PROJECTS</th>
<th>PRIORITY</th>
<th>TIMEFRAME</th>
<th>METRICS TO MEASURE SUCCESS</th>
<th>PARTNERS</th>
<th>POTENTIAL PROGRAMS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expand and Enhance Workforce Development Opportunities</td>
<td>Expand community job-training, career development and placement programs to prepare residents for, and employ them in, growing sectors of the economy. ACTION STEPS: Survey residents to identify skill training and continuing education needs; Advocate for HCC and Workforce Solutions to open satellite offices in the Near Northside; Work in partnership with the Northside Chamber of Commerce to develop job training and workforce development programs; Expand enrollment in Wesley’s healthcare and child development workforce programs.</td>
<td>Medium</td>
<td>(2 - 5 yrs)</td>
<td>Agencies will provide job training and placement programs in the Near Northside.</td>
<td>LEAD: Wesley Community Center, LISC, FOC, OBO, HPL, Café College, HCC.</td>
<td>Potential Partners: Workforce Solutions, Northside Chamber of Commerce, AARP.</td>
</tr>
<tr>
<td></td>
<td>Connect youth to summer job opportunities. ACTION STEPS: Partner with Hire Houston Youth and DON Summer Youth Internship Program to enroll youth in summer jobs; Identify additional partnerships to expand opportunities for youth.</td>
<td>Short</td>
<td>(0 - 2 yrs)</td>
<td></td>
<td>LEAD: MOE, DON</td>
<td>Potential Partners: HISD, Avenue Houston.</td>
</tr>
<tr>
<td></td>
<td>Attract new businesses focused on neighborhood needs. ACTION STEPS: Develop a plan in partnership with OBO to attract new economic development to strategic locations, including Cavalcade near Fulton, North Main adjacent to Boundary Station and near Quitman Station; Work to attract a new grocery store, commercial kitchen, retail and restaurants, and co-working space for entrepreneurs.</td>
<td>Long</td>
<td>(5 - 10 yrs)</td>
<td></td>
<td>LEAD: Northside Chamber of Commerce, GNMD, OBO</td>
<td>Potential Partners: Avenue.</td>
</tr>
<tr>
<td></td>
<td>Develop incentives for new businesses, including small business development grants and loans. ACTION STEPS: Work in partnership with HCDD to identify small business grant and loan programs and connect area entrepreneurs to these programs.</td>
<td>Medium</td>
<td>(2 - 5 yrs)</td>
<td></td>
<td>LEAD: HCDD, Avenue</td>
<td>Potential Partners: Northside Chamber of Commerce, GNMD.</td>
</tr>
<tr>
<td></td>
<td>Develop a “shop local” and small business promotional campaign. ACTION STEPS: Work in partnership with the Northside Chamber of Commerce to create a “shop local” and promotional campaign.</td>
<td>Medium</td>
<td>(2 - 5 yrs)</td>
<td></td>
<td>LEAD: Northside Chamber of Commerce, GNMD</td>
<td>Potential Partners:</td>
</tr>
<tr>
<td></td>
<td>Create a Near Northside “Neighborhood Guide”. ACTION STEPS: Work in partnership with the Northside Chamber of Commerce to develop a user-friendly guide, in both digital and print form, to highlight neighborhood businesses, opportunities and amenities.</td>
<td>Short</td>
<td>(0 - 2 yrs)</td>
<td></td>
<td>LEAD: Northside Chamber of Commerce, GNMD</td>
<td>Potential Partners: SN Council</td>
</tr>
<tr>
<td></td>
<td>Strengthen and grow existing businesses through access to grants, loans and mentoring. ACTION STEPS: Partner with the SBA and the City of Houston to create a guide of business resources for the community, including business loans and mentoring programs; Provide access to training and capacity building for contracting with the city and other government agencies.</td>
<td>Medium</td>
<td>(2 - 5 yrs)</td>
<td></td>
<td>LEAD: GNMD, OBO, HPL, SBA, Intergency Mentor-Protège Program</td>
<td>Potential Partners: Northside Chamber of Commerce.</td>
</tr>
<tr>
<td></td>
<td>Facade improvement program. ACTION STEPS: Identify locations and funding opportunities to implement a facade improvement program; focus on the North Main corridor.</td>
<td>Medium</td>
<td>(2 - 5 yrs)</td>
<td></td>
<td>LEAD: Avenue</td>
<td>Potential Partners: Area banks and financial institutions.</td>
</tr>
</tbody>
</table>

**PLAN Legend:**
- **HIGH**
- **MEDIUM**
- **LOW**

**Priority Legend:**
- **High**
- **Medium**
- **Low**

**Potential Partners:**
- National Home Building Institute, Open Job Labs at Carnegie Library, Upskill Houston Initiative, Bridges to Business Opportunities (LISC), Financial Opportunity Center (LISC), AARP Back to Work 50+, Senior Community Service Employment Program (SCSEP), Hire Houston First.
- SBR Grant, STTR Grant, STEP Grant, SBA/7(a)/504/Express Loans, Women’s Business Center, SCORE, Small Business Revolving Loan Fund, HBDI-Start-Up and Small Business Loans.
- Interagency Mentor-Protege Program, Build Up Houston, LiftOff Reloaded Classes at Carnegie Library, SCORE (SBA), SBA Small Business Loans, Procurement Technical Assistance Program, Facebook Digital Skills Program.
- Small Business Loans provided by both area banks and SBA.

---

**METRO Transit Oriented Development**

**Sector 17 Parks Plan**

**Greater Northside Pedestrian Transit Access Master Plan**

**METRO Transit-Oriented Development**

**Healthy Living Matters NGP Recommendations**

---

**Near Northside Quality of Life Agreement**

**Northside Livable Centers Study**

---

**Connect youth to summer job opportunities. ACTION STEPS: Partner with Hire Houston Youth and DON Summer Youth Internship Program to enroll youth in summer jobs; Identify additional partnerships to expand opportunities for youth.**

**PLAN:***

---

**Promote and Grow Local Businesses**

---

**New businesses in the Near Northside in 10 years**

---

**$15 mil**

In small business loans annually. In 2015 360 small business loans were granted, totaling $10.2 million. Source: 2015 SBA Loans.
§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 be enforceable even if not reflected in the Land Use Restriction Agreement. All such representations, undertakings and commitments are also enforceable by the Department and/or the tenants of the Development, including but not limited to enforcement by assessment of administrative penalties for failure to perform, in accordance with the Land Use Restriction Agreement, the entry of orders by the Department’s Governing Board requiring strict performance, or the obtaining of injunctive relief.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

By: [Signature]

Signature of Authorized Representative

Christopher A. Akbari

Printed Name

Member of ITEX Partners, LLC; Member of The ITEX Group, LLC;
Trustee of The Akbari Family Dynasty Trust, FBO Christopher Ali Akbari

Title

Date

THE STATE OF Texas

COUNTY OF Harris

Before me, a notary public, on this day personally appeared Christopher A. Akbari, 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 14th day of February, 2018

(Seal)

Melissa Giacona
Notary Public
State of Texas

My Comm. Exp. 01/26/19

Notary Public Signature
By: _____________________________
Signature of Authorized Representative

Gerald Womack
Printed Name

Sole Member of AHDPC Holdings, LLC
Title

2/23/18
Date

THE STATE OF Texas §
COUNTY OF Harris §

Before me, a notary public, on this day personally appeared Gerald Womack, 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)

STACIE MICHELLE FLORES
Notary Public, State of Texas
Comm. Expires 06-23-2021
Notary ID 131184706

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

Before me, a notary public, on this day personally appeared Raynold Richardson, 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 8th day of February, 2018

(Seal)

TEIDRA HINES-LUCAS
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXPIRED 6/23/18

Notary Public Signature
Multifamily Direct Loan Certification is included behind this tab.

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

The form for the certification will be posted to the Department’s website: [http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm](http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm)
Provide the contact information for the Applicant and any staff responsible for Administrative Deficiencies and/or clarifications to the Application.

<table>
<thead>
<tr>
<th>1. Applicant Contact Information</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name:</strong> Miranda Sprague</td>
<td><strong>Phone:</strong> (409) 853-3681</td>
</tr>
<tr>
<td><strong>Email:</strong> <a href="mailto:apps@itexgrp.com">apps@itexgrp.com</a></td>
<td><strong>Office:</strong> (409) 720-7803</td>
</tr>
<tr>
<td><strong>Mailing Address:</strong> 3735 Honeywood Court</td>
<td><strong>Mobile:</strong></td>
</tr>
<tr>
<td>Street</td>
<td>TX</td>
</tr>
<tr>
<td>City</td>
<td>State</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2. Second Contact</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name:</strong> Tamea Dula</td>
<td><strong>Phone:</strong> (713) 653-7322</td>
</tr>
<tr>
<td><strong>Email:</strong> <a href="mailto:tdula@coatsrose.com">tdula@coatsrose.com</a></td>
<td><strong>Office:</strong></td>
</tr>
<tr>
<td><strong>Mailing Address:</strong> 713 Sue Barnett Drive</td>
<td><strong>Mobile:</strong></td>
</tr>
<tr>
<td>Street</td>
<td>TX</td>
</tr>
<tr>
<td>City</td>
<td>State</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3. Consultant Contact <em>(if applicable)</em></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name:</strong> Audrey Martin</td>
<td><strong>Phone:</strong> (512) 658-6386</td>
</tr>
<tr>
<td><strong>Email:</strong> <a href="mailto:audrey@purplemartinre.com">audrey@purplemartinre.com</a></td>
<td><strong>Office:</strong> (512) 658-6386</td>
</tr>
<tr>
<td><strong>Mailing Address:</strong> 713 Sue Barnett Drive</td>
<td><strong>Mobile:</strong></td>
</tr>
<tr>
<td>Street</td>
<td>TX</td>
</tr>
<tr>
<td>City</td>
<td>State</td>
</tr>
</tbody>
</table>
### Competitive Housing Tax Credit Selection Self-Score

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

#### Criteria Promoting Development of High Quality Housing

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

**High Quality Housing Total**: 17

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

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

**Serve and Support Texans Most In Need Total**: 47

#### Criteria Promoting Community Support and Engagement

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

**Community Support and Engagement Total**: 11

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

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

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

#### Point Deductions

<table>
<thead>
<tr>
<th>QAP Reference</th>
<th>Points Selected</th>
</tr>
</thead>
<tbody>
<tr>
<td>§11.9(f)</td>
<td></td>
</tr>
</tbody>
</table>

**Total Application Self Score**: 118
Site Information Form Part I

1. **Development Address (All Programs)**
   - 5009 Fulton Street
   - Houston
   - 6 77009 Harris Urban

2. **Census Tract Information (All Programs)**
   - Census Tract Number (11 digits): 48201210600
   - Median Household Income: 48026.00
   - QCT?: No
   - Poverty Rate: 19.2

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 in Houston**
   - Flood Zone Designation: **X**
   - Entire Development Site is outside the 100 year floodplain: Yes

5. **School Rating [§2306.6710(a)]; [§10.101(a)(3)(B)(iv)] (All Programs)**
   - Residents of the proposed development will attend:

<table>
<thead>
<tr>
<th>School Name</th>
<th>Grades X through X</th>
<th>Met Standard Rating?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jefferson Elementary School</td>
<td>EE through X</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2015: No, 2016: Yes, 2017: Yes</td>
</tr>
<tr>
<td>Marshall Middle School</td>
<td>6 through</td>
<td>8</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2015: Yes, 2016: Yes, 2017: Yes</td>
</tr>
<tr>
<td>Northside High School</td>
<td>9 through</td>
<td>12</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2015: Yes, 2016: Yes, 2017: Yes</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

   - School district has no attendance zones and the closest schools are listed.
   - The Development Site is located within the attendance zone of an elementary school, a middle school or a high school that does not have a 2017 Met Standard rating by the Texas Education Agency, and the Undesirable Neighborhood Characteristics Report and required documentation has been submitted.

   If revised form submitted, date of submission: 

---

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.
Supporting Documentation for the Site Information Form Part I

- Street Map with Site Drawn and Identified
  - Census Tract Map with Development Site Identified
    - https://tactfinder.census.gov/taces/nav/nst/pages/searchresults.xhtml?refresh=t

- Twice the State Average of Units Per Capita
  - Resolution

- One Mile Three Year Resolution or evidence of other exception
  - Resolution

- Housing Tax Credit Units per Total Household
  - Resolution

- 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.

- N/A For Tax-Exempt Bond Applications the resolution of no objection to satisfy requirements of §10.204(4) of the Uniform Multifamily Rules is included

- N/A 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
Census Tract Map for Houston 5009 Fulton, LP

Fulton On The Rail

5009 Fulton St, Houston Texas 77009, Harris County

Census Tract: 48201210600
The 2010 Qualified Census Tracts (QCTs) and Difficult Development Areas (DDAs) are effective January 1, 2010. The 2010 designations are based on data from the 2010 Decennial census and three releases of 5-year tabulations from the American Community Survey (ACS): 2005-2010, 2010-2014, and 2015-2019. The designation methodology is explained in the federal register notice published September 11, 2017.
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.
**Underlying Aquifer(s)**

<table>
<thead>
<tr>
<th>Aquifer Name</th>
<th>Aquifer Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gulf Coast Aquifer</td>
<td>&quot;The Gulf Coast Aquifer is a major aquifer paralleling the Gulf of Mexico coastline from the Louisiana border to the Mexican border. It consists of several aquifers, including the Jasper, Evangeline, and Chicot aquifers, which are composed of discontinuous sand, silt, clay, and gravel beds. The maximum total sand thickness for the Gulf Coast Aquifer ranges from 700 feet in the south to 1,300 feet in the north. Freshwater saturated thickness averages about 1,000 feet. Water quality varies with depth and locality: it is generally good in the central and northeastern parts of the aquifer where it contains less than 500 milligrams per liter of total dissolved solids but declines to the south where it typically contains 1,000 to more than 10,000 milligrams per liter of total dissolved solids and where the productivity of the aquifer decreases. High levels of radionuclides, believed mainly to be naturally occurring, are found in some wells in Harris County in the outcrop and in South Texas. The aquifer is used for municipal, industrial, and irrigation purposes. In Harris, Galveston, Fort Bend, Jasper, and Wharton counties, water level declines of up to 350 feet have led to land subsidence. The planning groups recommended several water management strategies that use the Gulf Coast Aquifer, including drilling more wells, pumping more water from existing wells, temporary overdrafting, constructing new or expanded treatment plants, desalinating brackish groundwater, developing conjunctive use projects, and reallocating supplies.&quot; No minor aquifers underlie the subject property.</td>
</tr>
</tbody>
</table>


**Flood Zone(s)**

<table>
<thead>
<tr>
<th>Zone Designation</th>
<th>Zone Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Zone C (X-Unshaded)</td>
<td>Minimal risk areas outside the 1-percent and .2-percent-annual-chance floodplains. No BFEs or base flood depths are shown within these zones. (Zone X (unshaded) is used on new and revised maps in place of Zone C.)</td>
</tr>
</tbody>
</table>

This data was obtained from the most current FEMA information available on line. Actual flood elevation should be obtained by a qualified survey or other professional. During a flood event, the potential exists for the migration of hazardous substances and / or petroleum products to and / or from the subject property. Source: Flood Emergency Management Agency (FEMA) Harris County, Texas Flood Insurance Rate Map (FIRM).
### School Search

**Notice:** This is only an information tool to locate campuses serving addresses within HISD; boundaries are subject to change. Enrollment eligibility must be confirmed with a campus registrar.

#### Search by school name

Find your neighborhood school

**(Note: Do not include apartment or suite numbers.)**

---

### Advanced Search

Compare up to three schools

<table>
<thead>
<tr>
<th>Rank</th>
<th>School</th>
<th>Address</th>
<th>Phone</th>
<th>Fax</th>
<th>Principal</th>
<th>Grades</th>
<th>Website</th>
<th>Trustee District</th>
<th>Enrollment</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Jefferson Elementary</td>
<td>5000 SHARMAN ST HOUSTON TX 77009-2651</td>
<td>(713) 696-2778</td>
<td>(713) 696-2784</td>
<td>Lilly G Rincon</td>
<td>PK - 5</td>
<td>Website</td>
<td>1</td>
<td>430</td>
</tr>
<tr>
<td>2</td>
<td>Marshall Middle School</td>
<td>1115 NOBLE ST HOUSTON TX 77009-8437</td>
<td>(713) 226-2600</td>
<td>(713) 226-2605</td>
<td>Benjamin A Hernandez</td>
<td>6 - 8</td>
<td>Website</td>
<td>1</td>
<td>926</td>
</tr>
<tr>
<td>3</td>
<td>Northside High School</td>
<td>1101 QUITMAN HOUSTON TX 77009-7015</td>
<td>(713) 226-4592</td>
<td>(713) 226-4598</td>
<td>Carola A Gonzales</td>
<td>9 - 12</td>
<td>Website</td>
<td>1</td>
<td>1622</td>
</tr>
</tbody>
</table>

---

#### LEARN MORE ABOUT

- 2017 Property Tax Rate
- All about HISD
- ASPIRE
- Board of Education
- Budget and Finance

#### QUICK LINKS

- Lead Testing
- HISD Hotlines
- Meeting Notices
- News Media
- Special Education

---

**HOUSTON INDEPENDENT SCHOOL DISTRICT**

4400 West 18th St.
Houston, TX 77092-8501

Phone: 713-556-6000

**Contact Us**

Terms & Conditions
Disclaimer & Legal
Site Map
Sign in to Schoolwires
Sign in to myHISD

Terms of Use

---

http://www.houstonisd.org/_findaschool
Accountability Rating

Met Standard

Did Not Meet Standards on
- NONE

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>330</td>
<td>432</td>
<td>76</td>
</tr>
<tr>
<td>2 - Student Progress</td>
<td>282</td>
<td>600</td>
<td>47</td>
</tr>
<tr>
<td>3 - Closing Performance Gaps</td>
<td>371</td>
<td>800</td>
<td>46</td>
</tr>
<tr>
<td>4 - Postsecondary Readiness</td>
<td>STAAR Score: 40.5</td>
<td>Graduation Rate Score: N/A</td>
<td>Graduation Plan Score: N/A</td>
</tr>
</tbody>
</table>

Distinction Designation

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

Campus Demographics

- Campus Type: Elementary
- Grade Span: EE - 05
- Percent Economically Disadvantaged: 88.1
- Percent English Language Learners: 38.8
- Mobility Rate: 15.8
- Percent Served by Special Education: 8.6
- Percent Enrolled in an Early College High School Program: 0.0

System Safeguards

Number and Percentage of Indicators Met

- Performance Rates: 15 out of 15 = 100%
- Participation Rates: 8 out of 8 = 100%
- Graduation Rates: N/A

Total: 23 out of 23 = 100%

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

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

Did Not Meet Standards on
- NONE

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

DISTINCTION DESIGNATION

Academic Achievement in ELA/Reading
NO DISTINCTION EARNED

Academic Achievement in Mathematics
DISTINCTION EARNED

Academic Achievement in Science
NO DISTINCTION EARNED

Academic Achievement in Social Studies
NO DISTINCTION EARNED

Top 25 Percent Student Progress
DISTINCTION EARNED

Top 25 Percent Closing Performance Gaps
NO DISTINCTION EARNED

Postsecondary Readiness
NO DISTINCTION EARNED

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>1,503</td>
<td>2,469</td>
<td>61</td>
</tr>
<tr>
<td>2 - Student Progress</td>
<td>401</td>
<td>1,000</td>
<td>40</td>
</tr>
<tr>
<td>3 - Closing Performance Gaps</td>
<td>650</td>
<td>2,000</td>
<td>33</td>
</tr>
<tr>
<td>4 - Postsecondary Readiness</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>STAAR Score</td>
<td>24.3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Graduation Rate Score</td>
<td>N/A</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Graduation Plan Score</td>
<td>N/A</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Postsecondary Component Score</td>
<td>N/A</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

System Safeguards

Number and Percentage of Indicators Met

- Performance Rates: 6 out of 30 = 20%
- Participation Rates: 12 out of 12 = 100%
- Graduation Rates: N/A

Total: 18 out of 42 = 43%

For further information about this report, please see the Performance Reporting website at https://rptsvr1.tea.texas.gov/perfreport/account/2017/index.html
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>1,602</td>
<td>2,762</td>
<td>58</td>
</tr>
<tr>
<td>2 - Student Progress</td>
<td>234</td>
<td>1,000</td>
<td>23</td>
</tr>
<tr>
<td>3 - Closing Performance Gaps</td>
<td>561</td>
<td>1,600</td>
<td>35</td>
</tr>
<tr>
<td>4 - Postsecondary Readiness</td>
<td>STAAR Score 8.5</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Graduation Rate Score 23.8</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Graduation Plan Score 19.7</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Postsecondary Component Score 13.7</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Distinction Designation**

- Academic Achievement in ELA/Reading: DISTINCTION EARNED
- Academic Achievement in Mathematics: 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: 1,622 Students
- Grade Span: 09 - 12
- Percent Economically Disadvantaged: 96.7
- Percent English Language Learners: 15.9
- Mobility Rate: 17.1
- Percent Served by Special Education: 9.3
- Percent Enrolled in an Early College High School Program: 0.1

**System Safeguards**

<table>
<thead>
<tr>
<th>Indicator</th>
<th>Number and Percentage of Indicators Met</th>
</tr>
</thead>
<tbody>
<tr>
<td>Performance Rates</td>
<td>13 out of 24 = 54%</td>
</tr>
<tr>
<td>Participation Rates</td>
<td>12 out of 12 = 100%</td>
</tr>
<tr>
<td>Graduation Rates</td>
<td>5 out of 6 = 83%</td>
</tr>
<tr>
<td>Total</td>
<td>30 out of 42 = 71%</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
1. §11.9(c)(4) - Opportunity Index (Competitive HTC and Direct Loan Applications Only)

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

AND

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

OR

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

Contiguous Census Tract #  
Contiguous Tract Quartile  

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

☐ 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.

☐ 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:  

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

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

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

<table>
<thead>
<tr>
<th>Contiguous Census Tract #</th>
<th>Contiguous Census Tract #</th>
</tr>
</thead>
<tbody>
<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:** 3

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

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

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)**

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

<table>
<thead>
<tr>
<th>Health-related facility (3 miles)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pharmacy (1 mile)</td>
</tr>
<tr>
<td>Full service grocery store (1 mile)</td>
</tr>
</tbody>
</table>
Application is seeking points for Concerted Revitalization. Total Points Claimed: 5

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).

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

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

Application meets all of the following requirements:

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

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

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

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

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

Application is seeking points for Readiness to Proceed. Total Points Claimed: 5
Supporting Documentation for the Site Information Form Part II

<table>
<thead>
<tr>
<th>n/a</th>
<th>Opportunity Index (Competitive HTC and Direct Loan Only)</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>n/a</th>
<th>Map with Development Site boundaries indicated, relative to census tract boundaries</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>n/a</th>
<th>Map with Development Site boundaries indicated, relative to census tract boundaries; and contiguous census tract with evidence of no physical barriers between the tracts</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>n/a</th>
<th>Map(s) of Community Assets with Development, radius, and each asset labeled</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>n/a</th>
<th>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</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>n/a</th>
<th>For each amenity, supporting documentation to evidence how the amenity meets each requirement for the amenity</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>n/a</th>
<th>Print-out from DFPS website confirming daycare licensed to serve relevant age groups</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>n/a</th>
<th>Print-out from THECB website confirming accreditation of university or community college</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>n/a</th>
<th>Evidence of regular and recurring substantive services provided by community, civic or service organization, as applicable</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>n/a</th>
<th>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</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>x</th>
<th>Evidence of Underserved Area (Competitive HTC and Direct Loan Only)</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>n/a</th>
<th>For Colonia:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>n/a</th>
<th>Evidence from Attorney General of Colonia boundaries; and</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>n/a</th>
<th>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</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>n/a</th>
<th>Map showing development site boundaries relative to Colonia boundaries, and distance from Rio Grande river border.</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>n/a</th>
<th>For Economically Distressed Areas:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>n/a</th>
<th>A letter or correspondence from Texas Water Development Board indicating the boundaries of the EDA; and</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>n/a</th>
<th>Map showing development site boundaries relative to EDA boundaries.</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>x</th>
<th>For other items:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>x</th>
<th>Development must be awarded 2002 or earlier for 15-year threshold and 1987 or earlier for 30-year threshold.</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>x</th>
<th>The Site Demographic Characteristics Report is posted on the Department’s website at</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>x</th>
<th>Map with Development Site boundaries indicated, relative to census tract boundaries</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>x</th>
<th>Map with census tract boundaries indicated, relative to boundaries of incorporated area, if applicable</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>x</th>
<th>Map with all contiguous census tracts, if applicable</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>x</th>
<th>Proximity to Urban Core (Competitive HTC Only)</th>
</tr>
</thead>
</table>
Concerted Revitalization Plan (Competitive HTC Only)

Urban:

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

Rural:

- n/a 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:

- 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

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

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

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

- Loan or equity commitments with evidence of completed due diligence.
- Confirmation from lender that non-refundable application and/or due diligence fee has been paid to lender and/or equity provider

- **X** 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.

- **X** Evidence from lender that the lenders’ third party reports have been ordered

- **X** Signed architect contract

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

- Permit-ready architectural plans

- Evidence that Site Plan has been submitted for permit and received by the appropriate permitting authority

- Description from architect of record of current stage of architectural plans

- Evidence that site development permit application has been submitted and received by the appropriate permitting authority

- Description of timing for property acquisition

- Description of timing for construction permits

- **X** Evidence of selection of construction contractor

- **X** Description of timing for execution of construction contracts

- For any applicable public entity, evidence that contract procurement(s) has been issued per 2 CFR 200

- For any applicable public entity, evidence that contract procurement(s) has been completed per 2 CFR 200

- Detailed construction schedule including groundbreaking, start of site work, start of vertical construction, etc.
Other (describe): Executed Proposal for Geotechnical Soil and Foundation Investigation
Underserved Area Support – No Developments Awarded within 30 Years
Census Tract Map for Houston 5009 Fulton, LP

Fulton On The Rail

5009 Fulton St, Houston Texas 77009, Harris County

Census Tract: 48201210600

The 2016 Qualified Census Tracts (QCTs) and Difficult Development Areas (DDAs) are effective January 1, 2018. The 2016 designations use data from the 2010 Decennial census and three releases of 5-year tabulations from the American Community Survey (ACS): 2009-2013, 2010-2014, and 2011-2015. The designation methodology is explained in the federal Register notice published September 11, 2017.
2017 and 2018 Small DDAs and QCTs

Map Options: Clear | Reset | Full Screen

QCT Legend:
- Tract Outline
- HHTQ Project
- 2010 Small DDAs
- 2010 Qualified Census Tracts

SADDAs Legend (%):
- FCC boundary
- SADDAs boundary
- 2010 Small DDAs
- 2010 Qualified Census Tracts

* SADDAs designation for split CTA does not appear on map. Please refer to the Metro SADDAs designation list to determine designation status (SADDAs.pdf).

The 2010 Qualified Census Tracts (QCTs) and Difficult Development Areas (DDAs) are effective January 1, 2010. The 2010 designations use data from the 2010 Decennial census and three releases of 5-year tabulations from the American Community Survey (ACS): 2005-2009, 2008-2010, and 2009-2011. The designation methodology is explained in the federal Register notice published September 1, 2017.

Map Options
- 17 Current zoom level
- Show SADDAs (Zoom 1x)
- Show QCTs (Zoom 1x)
- Show FCCs (Zoom 1x)
- Show HHTQ Projects (Zoom 1x)
- Click here for full screen map

Select Year
- 2010
- 2017

QCT for 2010

<table>
<thead>
<tr>
<th>Tract</th>
<th>County</th>
<th>State</th>
<th>Status 2010</th>
<th>Poverty Rate</th>
<th>Ratio of Median Income to Tract Income Limit</th>
<th>Full Tract Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>2100.00</td>
<td>Harris County</td>
<td>TX</td>
<td>Not Qualified</td>
<td>12.7%</td>
<td>0.71</td>
<td>47201210000</td>
</tr>
</tbody>
</table>
CITY COUNCIL

The City Council is the City's legislative body, with the power to enact and enforce all ordinances and resolutions. Eleven Council Members are elected from districts and five are elected at-large, by all voters of the City.

- Meet your Council Members for January 2, 2016 to January 2, 2020

The sixteen members of Council, along with the Mayor, act only by ordinance, resolution or motion. They adopt and may alter the annual budget and confirm the Mayor’s appointments. Council is responsible for the appropriation and issuance of bonds, the awarding of contracts and the approval of City expenditures over $50,000. Council may lease or dispose of the City’s real estate and may levy assessments against property. Council determines its own rules of procedure, and its meetings are open to the public.

Sixteen Council Members, along with the Mayor and City Controller, are elected every four years. Council Members are limited to serving two terms of four years each, with each term beginning on January 2. Five Council Members are elected at-large, or city-wide, while the other eleven are elected to geographic districts of roughly the same proportion of population.

Beginning January 2, 2016, City elected officials can serve a maximum of two four-year terms. Those who already served one two-year term are eligible to serve two more four-year terms, for a maximum of ten years, and those who already served two two-year terms are eligible to serve for one more four-year term, for a maximum of eight years.

You can write to your Council Member at: 900 Bagby / City Hall Annex / First Floor / Houston, TX 77002.

Guidelines for Attending, Speaking, and/or Viewing Houston City Council
The City of Houston City Council agenda is published on Friday afternoon and details the actions that Council will consider at its meeting the following week. Per Houston City’s Charter, Council meets at 1:30 p.m. on Tuesday afternoons and 9 a.m. on Wednesday mornings in the Council Chamber on the second floor of City Hall, 901 Bagby, Houston 77002.

The Tuesday session is devoted to public comment. The Wednesday session is for consideration of actions that require Council approval. Be sure to check the Council meeting calendar at www.houstontx.gov/citysec/calendar.pdf since there are scheduled break weeks throughout the year and meetings that are consolidated due to holidays.

Sign up to speak for Tuesday Public Session by calling the City Secretary’s office at 832.393.1100, sending an email to citysecretary@houstontx.gov or coming by the office on the public level of the City Hall Annex, 900 Bagby, Houston 77002 by 1:30 p.m. that Tuesday. Note: If a translator is required, please so advise when reserving time to speak.

Each week's Council agenda is available to view at www.houstontx.gov/citysec. Under the City Secretary and Other Relevant Links, you'll find “Agendas, Etc.” Select the first link “Agendas of City Council” for the agenda and the second link “Agenda Backup” for all of the backup information associated with each agenda item.
Meetings Information

**Meetings Information**
City Council meetings are conducted each week on Tuesdays at 1:30 p.m. and Wednesdays beginning at 9:00 a.m. Any citizen may speak before Council on a Tuesday beginning at 2:00 p.m. To reserve time to address City Council (up to three minutes), contact the City Secretary’s Office (832.393.1100) prior to the commencement of the meeting. All Council meetings are open to the public.

**Agenda Information**
In accordance with the Texas Open Meetings Act, the agenda is posted for public information, at all times, for at least 72 hours preceding the scheduled time of the meeting on the bulletin board located at the rear entrance of the City Hall Annex, 900 Bagby. Copies of the agenda are available at no charge in the Office of the City Secretary in the City Hall Annex, Public Level. To receive the agenda by mail, send check or money order for $52 for a one year subscription, made payable to the City of Houston to the Office of the City Secretary in the City Hall Annex, Public Level at least 30 minutes prior to the scheduled public session shown on the agenda.

- View the City Council Agenda online

**Typical Agenda Format**

**Tuesdays:**
1:30 PM -- Roll Call, Adopt Minutes of Previous Meeting; 2:00 PM -- Public Comments (each speaker may reserve up to three minutes). 5:00 PM -- Recess

**Wednesdays:**
8:00 AM -- Reading of captions by the City Secretary. 9:00 AM -- Hearings, Mayor's Report, Consent Agenda, Matters Removed from Consent Agenda, Non-Consent Agenda, Matters Held, Matters to be Presented by Council Members (Pop-Off)
In accordance with the Texas Open Meetings Act the agenda is posted for public information, at all times, for at least 72 hours preceding the scheduled time of the meeting on the bulletin board located on the exterior wall of the City Hall building at 901 Bagby.

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

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

NOTE: If a translator is required, please advise when reserving time to speak.
Concerted Revitalization Plan Area

Fulton on the Rail is located within the City of Houston’s Near Northside Community Revitalization Area as identified in the City’s Disaster Recovery Round 2 Planning Study ("Planning Study"). The Planning Study was completed in May 2013 to govern the programing and expenditure of $152 million in CDBG Disaster Recovery funding. The Planning Study is attached hereto. The plan was adopted by the City Council on February 24, 2015 by Resolution 2015-5 and Resolution 2015-5 was amended on February 28, 2018 by Resolution 2018-14 after providing for robust public input into the development of the study and funding uses.


Texas Department of Housing and Community Affairs Requirements for Concerted Revitalization Plans (CRPs)

1. **Zone Area** – Area targeted for revitalization must be larger than the footprint of the housing development and should be a neighborhood or small group of contiguous neighborhoods –The Near Northside CRA (also referred to as the Northside Village, Near Northside, or Near Northside Village) is a historic neighborhood located in the boundaries of I-45 on the west, Hardy Street, Burnett Street, and the railroad tracks north of I-610 between Frisco and Bennington Streets. The area consists of diverse uses including single family housing, multifamily housing, retail and commercial, public parks and schools and is of a size that meets the QAP requirement.

2. **Adoption by City** – CRP must have been adopted by municipality via resolution – CRP was adopted by the City Council on February 24, 2015 by Resolution 2015-5 and February 28, 2018 by Resolution 2018-14.

3. **Public Comment** – Problems in the revitalization area were identified through a process in which affected local residents had opportunity to express their views – Several Stakeholder meetings with key community organizations were held prior to completion of the Planning Study and are described in detail beginning on page 339 of the Planning Study. Additionally, a public hearing was held on March 3, 2013 to gather input from the public and other stakeholders. The City conducted a complete presentation of the preliminary identified needs to inform the public of the City’s goals and provided for public input. The City provided the public notice of the public hearing with an invitation to make verbal or written comments on the needs assessment. Written comments received prior to 3/13/2013 received written responses from City staff. Ongoing outreach was made to ensure local residents would be informed of opportunities to apply to receive funding to repair damaged homes, receive assistance purchasing a home, and to the development community for opportunities to invest in the rehabilitation and development of multifamily housing. Public Notice concerning amendments to the Planning study was also provided with an opportunity for public input.

4. **Plan Identifies Problems in CRP Area** – The Planning Study meets these requirements:
   a. Page 15 of Planning Study: In preparing the Planning Study includes an “assessment of physical conditions and amenities of these areas [which include the Near Northside], including land use patterns, location and position in the marketplace, visibility and connectivity to current and future transportation routes and transit lines, infrastructure improvements, parks and open spaces, condition of structures and properties, ownership, etc.”
   b. Page 49 of Planning Study begins the needs assessment with the explicit purpose being to address problems created by Ike: “The identified disaster recovery funds were targeted
two ways: 1. targeted areas within the areas selected as in need of repair in the public meeting process; 2. by income category based on the amount of damage that occurred at the time of the storm.”

c. Page 85 of Planning Study: Figure and content identifies vacancy problems in Near Northside area. Figures in this section also identify storm damage in the Near Northside CRP area as well as the below average quality of the housing and high number of recent demolition in the area.

d. Page 213 of Planning Study “[A] tremendous amount of redevelopment potential exists in the area, but the neighborhood is clearly constrained by poor connectivity in the street network. Hence, improvements to the street network will be critical to accommodate the new bus routes and traffic from the redevelopment.”

e. Page 215 of Planning Study “Sidewalks in the Near Northside area are not particularly established or inviting for pedestrian use. There are extensive building setbacks from the property line, lack of trees along major and collector roads, lack of clear, continuous sidewalk paths and obstructions or open drainage in the sidewalk fabric (potholes, cracks etc).”

f. Page 219 of Planning Study identifies a lack of parks in the Near Northside and connectivity issues to existing parks. Page 220 of Planning Study: “The existing condition of the structures surrounding the Near Northside is primarily average to below average with only a small portion of the structures considered to be in good condition” (emphasis added).

g. Page 227 of Planning Study: “Security is also inefficiently distributed. The nearest major police stations is located across I‐45, south of the Heights. ... In analyzing the security amenities, the Near Northside needs a better distribution of police and fire stations.”

5. **Plan Includes Targeted Efforts to Address Problems** – The Planning Study meets this requirement:

a. Pages 233-243 of Planning Study: This section of the study is specific to the Near Northside and includes a host of street and other public infrastructure, mobility, and land use recommendations to improve internal access and livability by residents of the area and connectivity to downtown and other areas of Houston.

b. Page 243 includes a list of ten policy recommendations for the Near Northside CRP as follows:

   “1. Improve the mobility issues through a series of streetscape improvements and new street additions
2. Preserve affordable housing in the area for low-income and workforce residents
3. Leverage high-quality market-rate and mixed-income housing to help revitalize and stabilize the neighborhood
4. Leverage the significant investment in the light rail by encouraging high-density, vertically mixed-use development near the stations
5. Encourage more retail and grocery stores in the area to provide residents shopping choices
6. Convert underutilized land and vacant properties into attractive mixed income/mixed use development sites
7. Provide more sports fields and recreational opportunities in low area near White Oak Bayou
8. Coordinate with METRO to find the best site to relocate the bus barns to facilitate the bayou bypass project to proceed
9. Work with the Union Pacific railroad to look at options of relocating some of the freight rail lines
10. Work with HISD to improve the quality of the education at the public schools

6. **Funding** – Plan must have sufficient, documented and committed funding to accomplish its goals. The Planning Study’s stated purpose is to assess where and how the City of Houston should spend Ike Round 2 Disaster Recovery funding to address the damage caused by Hurricane Ike and to address other problems that exist in the affected areas in need of revitalization. The City was granted $152 million to facilitate these efforts (see page 11 of Planning Study). The latest Revised Amendment to the Planning Study describes the funding uses in detail with funding specifically dedicated to single family rehabilitation, reconstruction, and new construction ($61.8 million) and multifamily development ($90.4 million). According to the City’s website this funding “will have repaired or rebuilt over 275 single-family homes and 1,088 multifamily housing units by the end of the program.”

7. **Time Period** – As confirmed by the attached City of Houston letter, the plan is current as of March 1, 2018 and officially continues for three years thereafter.
INTRODUCTION

In early September 2008, Hurricane Ike devastated over $4 billion in property and real estate across the Houston metropolitan region. This included more than $3 billion in single family housing damages and more than $1 billion in multi-family housing damages. With more than 400,000 Houstonians living at or below 80% of the area’s family median income, it is clear that affordable housing, both in single family and multi-family housing stock, remains a significant need in the City.

Many people living in low income households prior to the hurricane were more likely to return home shortly after the hurricane because although many were unable to repair their homes, they were also not able to find an alternative place to live due to limited financial resources. Now, nearly five years from the anniversary of the storm, low income families are still experiencing Ike’s impact, in some cases with blue tarps still over rooftops.

The City of Houston, through its Housing and Community Development Department (HCDD), has worked diligently to provide relief to affected families through its standard housing programs, but these programs do not have the resources to meet the outstanding need. In 2008, Congress appropriated $6.1 billion in federal aid in response to Hurricanes Ike, Gustav and Dolly in the form of Community Development Block Grant (CDBG) emergency funding. The State of Texas, through the General Land Office (GLO), has granted $152 million of the appropriation to the City of Houston to be administered through HCDD in Round 2 of the City’s disaster recovery housing program.

Unlike Round 1, where the City deployed the emergency funds to meet the greatest needs, the City proposed to leverage the DR2 dollars, together with City incentives and additional funding streams, into creating areas of opportunity in which comprehensive revitalization and recovery can occur. In conjunction with numerous State, City and private stakeholders, HCDD engaged the Houston community in identifying potential ‘Neighborhoods of Opportunity’ within the city limits. Stakeholder groups that have been engaged include:

- HUD
- GLO
- Houston Mayor’s Office (HHA)
- Houston Housing Authority
- Texas Organizing Project (TOP)
- Texas Appleseed
- Texas Low Income Housing Information Service (TLIHS)

Through this engagement effort, the community has identified nine potential Neighborhoods of Opportunity. HCDD and HHA have begun the process of working with developers to identify specific sites within these neighborhoods in which multi-family housing could be leveraged. Simultaneously, HCDD has worked with the community to identify specific single family housing needs. The goal of these activities is to identify where the disaster recovery funding will be invested in a manner that creates stable, diverse communities and provides relief to as many residents as possible.
Community Revitalization Areas (CRAs) and CRA Outreach Areas

Legend
- 6 CRA Outreach Areas
- Major Thoroughfares
- 3 CRA Areas
- Major Roads

Disclaimer: COHGIS data is prepared and made available for general reference purposes only and should not be used or relied upon for specific applications, without independent verification. The City of Houston neither represents, nor warrants COHGIS data accuracy, or completeness, nor will the City of Houston accept liability of any kind in conjunction with its use.

Data Sources: City of Houston GIS and City of Houston Housing and Community Development Department
In order to achieve Houston’s goal of investing the disaster relief funds in a few key neighborhoods to maximize the impact and amount of community revitalization, the consultant team assembled the following list of selection criteria to apply to the proposed neighborhoods:

1. Consider areas of greatest need to repair or replace residential units damaged or lost to Hurricane Ike
2. Encourage near-term gentrification
3. Help to create economically robust neighborhoods
4. Contribute to establishing stable, mixed-income communities
5. Promote racially diverse neighborhoods
6. Housing choice - Allow people to make their own choices about where they want to live, in a variety of unit types and sizes
7. Limit displacement of existing low-income residents
8. Provide a mix of low-income and market-rate housing
9. Geographic Diversity - distribute funds in different parts of the City, but not spread too thin to make an impact in a neighborhood and help to drive meaningful economic revitalization
10. Leverage areas that have recent or current public (infrastructure, public buildings, parks, etc.) and private investment (new development of residential, commercial and industrial, etc.)
11. Provide access to neighborhood amenities including daily needs such as groceries, schools, parks, medical facilities, police stations, fire stations, libraries, etc.
12. Promote high-quality master planning, urban design, innovative architectural solutions and attractive landscapes
13. Work to establish safe and secure environments / streets
14. Provide social gathering spaces / places for recreation and relaxation
15. Mobility choice - Access to multiple transportation options including foot, bicycle, transit or automobile use
16. Build on recommendations of past studies and initiatives
17. Consider community input / previous selection of “Nodes of Opportunity”
18. Work from a short-list of proposals as identified by the City of Houston Housing & Community Development Department (based on developer reputation, financial capacity, site control, etc.) as well as potential sites to be developed by the Houston Housing Authority, which includes availability of land at prices that support the development of affordable housing
19. Select areas / projects within the Mayor’s ‘Target Neighborhoods’
20. Confirm broad-based support of the selected areas

These criteria are a combination of goals and objectives as established by HCDD, HHA and State and local stakeholders, as well as important issues as identified by the consultant team.

Based on the selection criteria, five (5) preliminary areas of investment have risen to the top of the list. These include the following neighborhoods:

1. Independence Heights
2. Near Northside
3. Greater Fifth Ward
4. Old Spanish Trail/South Union/Griggs/MLK
5. Sunnyside

The consultant team has pulled data from various sources in order to look at market conditions, development trends, demographics, 2010 census information including median income, employment rates, poverty rates, vacant housing, etc. In addition, the team has begun an assessment of the physical conditions and amenities of these areas, including land use patterns, location and position in the marketplace, visibility and connectivity to current or future transportation routes and transit lines, infrastructure improvements, parks and open spaces, condition of structures and properties, ownership, etc. This information follows below in more detail with maps and exhibits that show a wide range of issues, opportunities and constraints for each of the five potential neighborhoods.

The consultant team would like to reiterate that this list is preliminary and that more analysis and input from the project stakeholders is needed to make any final recommendations for the distribution of the disaster recovery funds.
1.4 NEEDS ASSESSMENT SUMMARY

The City of Houston Needs Assessment is a collaborative effort with state officials and the community to provide a successful strategy for Round 2 Housing programs towards renewing and revitalizing neighborhoods affected by Hurricane Ike. Through community outreach and planning efforts, the City aimed to undergo a mixed fund process in key nodes of existing communities. The targeted areas are Acres Homes, Independence Heights, Northside Village, Greater Fifth Ward/Denver Harbor/Magnolia Park, and OST/South Union/Sunnyside/South Park.

The purpose of the approach is to establish a long-term agenda to making nodes in the target areas into “neighborhoods of opportunity” that will stabilize neighborhoods and promote ethnic and economic diversity. The resources needed would be Community Development Block Grant Disaster Recovery Round 2 Funds and City involvement.

The purpose of the document was to track the demographics, income categories, proposed uses for the disaster funds and activity in the regions damaged by Hurricane Ike.

The identified disaster recovery funds were targeted two ways:
1. Targeted areas within the areas selected as in need of repair in the public meeting process
2. by income category based on the amount of damage that occurred at the time of the storm.

In the end, the Needs Assessment was created to help direct program funds and serve as a basis for outreach and planning for housing in Round 2.

The organizations and individuals involved in determining the allocation of the Community Development Block Grant Disaster Recovery Round 2.2 Funds included Mayor Annise Parker, Civil Rights and Housing Advocates from Houston, Fair Housing Complainants with the assistance of Enterprise Group provided by HUD National Headquarters and key staff of the Housing and Community Development Department. In the process, information was gathered for areas from the LIStC and community groups to hold public hearings that would advise the groups to better understand the conditions and needs in each of the targeted areas.

### FIGURE 9-1: FUND BY ACTIVITY

<table>
<thead>
<tr>
<th>Activity</th>
<th>Funding Available</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Housing</td>
<td>$152,215,565</td>
<td>100%</td>
</tr>
<tr>
<td>Single Family Activities Round 2</td>
<td>$63,076,220</td>
<td>41.4%</td>
</tr>
<tr>
<td>Rental Activities Round 2</td>
<td>$58,846,754</td>
<td>38.6%</td>
</tr>
<tr>
<td>LMI Subsidized Rental</td>
<td>$30,292,591</td>
<td>20%</td>
</tr>
<tr>
<td>Homebuyer Assistance Program</td>
<td>$0</td>
<td>0%</td>
</tr>
</tbody>
</table>

Source: City of Houston Needs Assessment March 2013

Figure 9-1: Fund allocation between programs

### Figures 9-2, 9-3, 9-4: City determined funding priorities within categories

### FIGURE 9-3: RENTAL ACTIVITY PROGRAM FUNDING

<table>
<thead>
<tr>
<th>Activity</th>
<th>Percentage of Funding</th>
<th>Actual Funding Available</th>
</tr>
</thead>
<tbody>
<tr>
<td>Multi Family Rental</td>
<td>89%</td>
<td>$52,433,966</td>
</tr>
<tr>
<td>Single Family Rental</td>
<td>11%</td>
<td>$6,412,788</td>
</tr>
<tr>
<td>Total</td>
<td>100%</td>
<td>$58,846,754</td>
</tr>
</tbody>
</table>

Source: City of Houston Needs Assessment March 2013

### FIGURE 9-4: LMI SUBSIDIZED RENTAL

<table>
<thead>
<tr>
<th>Activity</th>
<th>Percentage of Funding</th>
<th>Actual Funding Available</th>
</tr>
</thead>
<tbody>
<tr>
<td>LMI Subsidized Rental</td>
<td>100%</td>
<td>$30,292,591</td>
</tr>
<tr>
<td>Total</td>
<td>100%</td>
<td>$30,292,591</td>
</tr>
</tbody>
</table>

Source: City of Houston Needs Assessment March 2013

### FIGURE 5-1: REGIONAL DAMAGES BY INCOME CATEGORY

<table>
<thead>
<tr>
<th>Population Bracket</th>
<th>Total Damages</th>
<th>Bracket % Allocation</th>
<th>Damages per Population Bracket</th>
</tr>
</thead>
<tbody>
<tr>
<td>VLI (30% AMI and below)</td>
<td>$4,641,526,959.00</td>
<td>37%</td>
<td>$1,724,716,598.10</td>
</tr>
<tr>
<td>LI (51% to 50% AMFI)</td>
<td>$4,641,526,959.00</td>
<td>29%</td>
<td>$1,357,091,507.35</td>
</tr>
<tr>
<td>Mod (51% to 80% AMFI)</td>
<td>$4,641,526,959.00</td>
<td>34%</td>
<td>$1,559,718,853.55</td>
</tr>
</tbody>
</table>

Source: City of Houston Needs Assessment March 2013

Figure 5-1: As part of the assessment, the City determined the amount of funds per income category based on the Very Low, Low and Moderate Income damages. The following figures illustrates “income buckets” that will set aside for each income category used in conjunction with the targeted areas for the outreach plan. The City then follows to establish reasonable guidelines to ensure that the housing needs of low, very low and extremely low income households are met.
Within first round of the Disaster Relief study the local community input was integral to the selection of primary, secondary, and tertiary nodes of opportunity. Community input coupled with the City of Houston’s multiple proposals, overlaid with Houston Housing Authority sites, helped to narrow the options for the location of mixed income housing. This was the first step toward analyzing optimum sites for intervention.

The figure above describes the nature of vacant households across Houston. As fairly conspicuous, much of the vacant households occur near downtown, particularly in the Greater Fifth Ward and Northside Village. It would be substantial to consider infill as a methodology of fueling investment in the region. Noticeably least vacant lands occur in the outskirts of the city, dictating relative sprawl.
3.5.3. EXISTING TRANSPORTATION / TRANSIT

RAIL, PROPOSED LRT AND BUS LINES

Transportation and connections to the Near Northside area is a problem currently as the area is bounded by I-45 to the west, Elysian St. and US-59 to the east and the Union Pacific railroad lines to the south.

The Near Northside neighborhood grew out of the expansion of the nearby Hardy Rail Yards. With the increase in suburban development, the neighborhood began to decline after WWII. The rail yards, now act as a barrier for the improvement of the Near Northside connections. With the extension of San Jacinto Street to extend over the rail yards to Fulton St. and the reconstruction of N. Main Street to accommodate the North Line LRT expansion, there will be improved mobility conditions in the neighborhood. The North Corridor LRT line, runs nearly 5.2 miles through the Near Northside. The alignment occurs from UH-Downtown south of I-10 to Boundary Street where the line turns right towards Moody Park and extends to the intersection of Fulton St. and Dearfield St. The North Line Corridor includes eight stations that will consist of a combination of split side and center platforms equipped with fare collection systems and passenger information. The projected ridership is approximately 29,000 average weekday boarding (METRO Solutions, GO METRO RAIL 2012). The implementation of the North Line LRT will create tremendous potential for regional interconnectivity for the Near Northside neighborhood. It will be a great asset for the current residents as well as future residents and workers.

To expand on the LRT, the METRO Solutions were developed in 2001, in order to help solve the problems of Houston’s traffic congestion and air quality. The plan to develop and improve the city’s transportation network was approved in 2003. Major intermodal transit improvements would be implemented across the region and extend through the 2014 General Mobility Program.

There is an existing bus transit system currently in place that travels along N. Main Street into Downtown Houston. The growth and use of these lines will begin to truncate once the North Line LRT is operational. The bus routes are as follows:

- #37 and #52 East-West on Quitman Street
- #37, all other routes currently use N. Main Street to access Downtown Houston.
- #9 and #24 entering Northside from I-45
- #15 on Fulton Street
- #78 on Irvington Blvd
- #60 North-South on Hardy Toll Road/ Elysian Street
- #5 East-West on Hogan Street/ Lorraine Street
- #60 North-South on Hardy Toll Road/ Elysian Street

Consequently, a tremendous amount of redevelopment potential exists in the area, but the neighborhood is clearly constrained by poor connectivity in the street network. Hence, improvements to the street network will be critical to accommodate the new bus routes and traffic from the redevelopment. Proposed improvements are discussed in more detail in the recommendations section.
3.5.3. EXISTING TRANSPORTATION / TRANSIT

SIDEWALKS

Sidewalks in the Near Northside area are not particularly established or inviting for pedestrian use. There are extensive building setbacks from the property line, lack of trees along major and collector roads, lack of clear, continuous sidewalk paths and obstructions or open drainage in the sidewalk fabric (potholes, cracks etc). There are some favorably illustrated improving qualities along tertiary neighborhood streets such as Henry St. heading east towards Chestnut St. on the north pathway. Similar conditions are seen along Fletcher St. between Quitman St. and Morris St.

A Livable Centers Study of the Northside along with LAN Field Observations created an inventory of the sidewalk conditions in the area (shown below) that shows Main Street under-developed (particularly further north of UH-Downtown), although the current plans for METRO’s North Line LRT extension includes the reconstruction of the right of way. The maps highlight sidewalk conditions around the four light rail stops along the North Line LRT. The sidewalks along major collector streets such as Burnett St. and Hogan St. are seemingly non-existent as is the case for nearly 45% of the streets in the area. Quitman St. and Boundary St. (running east-west) and Fulton St. (running north-south) have sidewalks, which are in relatively good condition. This, coupled with the growing number of small-scale retail is conducive for arterial roads to grow. Generally, the existing neighborhood sidewalks are in good condition around the Ketelsen Elementary School as well as Davis High School, but sidewalks further in the residential fabric are in poorer conditions.

![Sidewalk Conditions around the Burnett Station](image1)
![Sidewalk Conditions around the Burnett Station](image2)
![Sidewalk Conditions around the Quitman Station](image3)
![Sidewalk Conditions around the Quitman Station](image4)
![Sidewalk Conditions around the Boundary Station](image5)
![Sidewalk Conditions around the Boundary Station](image6)
![Sidewalk Conditions around the Moody Park Station](image7)
![Sidewalk Conditions around the Moody Park Station](image8)
The most significant open space in the Near Northside CRA and a potentially attractive amenity to the area is the linear park and trails along White Oak Bayou. Secondarily, the Ketelsen Elementary School and Davis High School fields are great resources in the community. However, there is a lack of parks and open spaces within the neighborhood.

The Heights Bike Trail (MKT) is a short distance along I-45, yet access is obstructed by rails and industrial sites. Hennessey Park just east of the Near Northside and Elysian Street is the nearest public park. It is poorly maintained and is located amidst industrial and barren lands, making the park an uninviting community space.

An ample amount of parks are located adjacent to the Near Northside CRA such as:

- Hogg Park
- Woodland Park
- Moody Park
- White Oak Park

Moody Park contains an active recreation center, swimming pool, ball fields as well as passive recreation areas. A light rail station will be located just one block to the north of Moody Park at Fulton and Beggs Street providing pedestrian-friendly access for park users. Hogg Park is a smaller open space just south of Quitman St., east of I-45. It surrounds the historic Sunset Hospital and is primarily passive in nature. The John Castillo Park is located adjacent to Davis H.S. and the public library. It contains playground space and ball fields.

Providing bike and pedestrian connectivity to these parks is significant, particularly since these parks are part of the $480 million Bayou Greenways Initiative. The goal of the initiative is to complete 300 miles of continuous hike and bike trails along Houston bayous and provide neighborhoods adjacent to flood-prone areas with the benefit of porous landscapes. This is significant considering the convergence of the White Oak Bayou and Buffalo Bayou occurring directly south of I-10.

Moreover, Little White Oak Bayou is currently underutilized. However, the City of Houston Bikeway program recently opened a section of the WOB Trail from Sylvester Road south to Calvalcade St. The extension of this trail to Buffalo Bayou Park, Columbia TAP and the Heights Trail will help to weave the neighborhood, creating an alternative route to downtown Houston.
In addressing the current state of resources in the Near Northside neighborhood, it is significant for this assessment to identify the amenities in the area. There are a few major destinations some of which will be strengthened from the implementation of the future light rail including:

- University of Houston- Downtown
- Moody Park
- Harris County Courts
- Ketelsen Elementary School

The parks and open space amenities in the Near Northside have potential to be improved and expanded with smaller neighborhood parks at every 1/4 mile radius. What is more substantial in the area is the proximity to hike-bike trails. Just east of I-45 the Heights Bike Trail comes in from the Heights (Spring St.) and travels along White Oak Bayou until it hits Buffalo Bayou accessing the Buffalo Bayou Promenade and its expanding trail west of Bagby St. In addition, the Columbia TAP Trail is an additional amenity to recognize, although not in immediate proximity to the Near Northside, does have the opportunity to connect to the Heights Bike Trail at Minute Maid Park, creating an interconnected greenway.

Schools are transformative entities that reveal the identity of the neighborhood and determine the growth of the community, housing market and retail corridors. The Near Northside contains a quite a few schools including three elementary schools (Ketelsen Elementary-Recognized, Sherman Elementary-Recognized and Crawford Elementary-Exemplary), a middle school (Marshall M.S.-Acceptable) and a high school (Davis High-Significant). In 2012, Houston voters approved a $1.89 billion bond to replace and repair about forty schools across the district, including twenty-nine high schools. Among the schools considered, Davis High School was chosen to be reconstructed as a new facility preserving the

“architecturally significant building structure” in order to accommodate 1,500-1,700 students. The planning and design begins in early/mid 2014 and construction begins mid/late 2015. The other school, which is quite prominent in the area, is the Holy Name Catholic School, a Roman-Catholic private school serving 122 students in grades PK-8.

Security is also inefficiently distributed. The nearest major police stations is located across I-45, south of the Heights. There is a security office in proximity to the Carnegie Regional Library, but it lacks adequate equipment and resources. A Houston Fire Department station is located at the corner of Main Street and Hogan Street. In analyzing the security amenities, the Near Northside needs a better distribution of police and fire stations.

Health care in the area is limited to the Harris County District Hospital Branch and Thomas Street Health Center as larger entities. There are smaller out-patient clinics that are known in the area: Robert Carrasco Clinic, La Nueva Casa Health Center and Casa de Amigos Clinic. There is need for more health centers and access to these facilities in the Near Northside.

The population in the area is also underserved for food. Though it does not fall into a food desert region, grocery stores are less than adequate. The only major retailer is the Fiesta Market located adjacent to Davis High School. The cyclical problem then arises when the choice of healthy food is lacking, the residents’ health is affected. As mentioned above, however, healthcare facilities and their services are not well maintained in the area.
3.5.11. **RECOMMENDATIONS**

**PROPOSED PUBLIC REALM IMPROVEMENTS**

Concluding on the analysis of existing conditions, there are evident pockets of opportunity in the Near Northside that are either currently underway, or, once current investments are implemented, will create positive change necessary for neighborhood progress. However, the first step of the implementation requires the city to improve the value of public land.

- **EXISTING STREET RENOVATIONS**
  
  METRO is currently constructing the North Line LRT, which is due to have eight new stations in place by 2014. It extends the Red Line by 5.3 miles running through the heart of historic Northside. Starting at the University of Houston-Downtown station, the line runs north to Boundary St., crosses Fulton St., then proceeds to Northline Commons Mall and the Northline Transit Center in Independence.

- **NEW STREET CONSTRUCTION**
  
  The addition of the new light rail will demand for new street construction particularly through the Hardy Yards area in order to create new pedestrian-scaled blocks for new development. This will enable a more fluent urban fabric within the area. In addition, this requires for the extension of San Jacinto from Fulton Street allowing smoother connection between the Near Northside and downtown Houston.

- **LANDSCAPE IMPROVEMENTS**
  
  Streetscape improvement will be necessary along major streets and collector streets. This should be inclusive of street trees, wider paved sidewalks, street lights, pedestrian crosswalks and minimal building setbacks. Such improvements are beneficial for the Burnett Street to Hardy Toll connection as well as along Hogan Street and Quitman Street. A new connector street immediately south of the Hardy Yards parcel includes a forested buffer zone to the rail yard.

- **STREET IMPROVEMENTS**
  
  Improvements along collector streets such as Fulton St., San Jacinto St. and Gano St. by widening streets for two-way, 11”-0” wide circulation that would connect to the schools (Davis High School and the major park use along the White Oak Bayou MKT Trail).
3.5.11. RECOMMENDATIONS

PROPOSED LAND USES

Upon the completion of the public improvements such as neighborhood parks and trails, streetscapes, and transportation networks, there is a preemptive measure of regulating private development. This should incorporate retail frontages coupled with high density residences along major thoroughfares. In addition, there is a need for an equal distribution of healthcare facilities such as medical offices and walk-in clinics particularly at the intersections of Quitman and Main as well as Hogan and Gano. Moreover, the neighborhood requires the effective distribution of safety amenities (police stations and fire stations) around schools and major intersections.

HIGH DENSITY MIXED-USE
Redevelop Main Street and Burnett Street as high density mixed-use retail and commercial corridors. Retailers, grocers, restaurants, pharmacy and other mixed-use services will support adjacent residential blocks.

INFILL RESIDENTIAL
The high density retail frontage will be coupled with mid-scaled residential townhomes or apartments. These would act as buffer elements between high density retail corridors and the single-family detached homes that make up the majority of the Near Northside fabric.

MEDICAL OFFICES + SECURITY FACILITIES
The area will benefit from additional medical services which, although has some presence with its small walk-in clinics, is in need of more decentralized medical office buildings. Increased security services are recommended for the area which is currently underserved.

PUBLIC OPEN SPACE
The most substantial improvement that can be made currently is the expansion of the open space adjacent to UH-Downtown with improvement of MKT trail connections and quality. In addition, creating urban pocket parks within the neighborhood provides residences with community gathering spaces.
3.5.11. RECOMMENDATIONS

Recent market analysis and demographic data suggest that the Near Northside area is poised to redevelop in the near future. This is in part to the Main Street Light Rail extension, but also due to its proximity to Downtown, the Greater East End, Washington Avenue corridor and the Heights which are contributing to rising property values and redevelopment pressure. However, this area in general, and particularly the area around the new Burnett Station on the Main Street Metro Line, is severely constrained by poor street mobility. This lack of street connectivity will depress property values in the area around the station and limit the ability of the area to return ad-valorem value to the City of Houston, despite its close proximity to Downtown.

The following recommendations grew out of work done with the Downtown Management District as the District reviewed ways to capitalize on the reconstruction of the Elysian Street Viaduct, and out of work done with the Urban Land Institute Technical Assistance Panel as the panel reviewed ways to improve the Burnett Station area planning.

In addition to several street improvements that have been recently completed or are in progress by the Rebuild Houston program, there are a number of small but significant right of way connections that this infrastructure neglected part of the city much needed street and general mobility access. This is the kind of work that the area Tax Increment Reinvestment Zones were created to do, and are ideally suited to do. The attached Area Plan illustrates some of the investment and development potential for this neglected part of the city.

1. Burnett Street Improvements:
   a. Burnett Street will serve as a route for more than 60 buses per hour coming and going from the proposed Burnett Street Intermodal Station at the foot of the elevated Metro station. Currently the only access to Burnett Street is through an existing neighborhood with a narrow right of way and even narrower pavement. The current cross section for the Burnett Street improvements include four lanes in each direction (24’ driving surfaces with 2 lanes in each direction) a central median and parkway edges within an 80’ ROW.
   b. The Burnett Street right of way should be extended westward along the adjacent Union Pacific Railroad line and northward to connect to Hogan Street via the existing Glaser Drive right of way. This will allow bus and car connections to Hogan Street, which becomes Crockett Street west of I-45 connecting to Houston Avenue and Taylor Street and becomes Lorraine Street east of Cochran Street and connects to US-59 to the east. (No. 1 on map on following page)
   c. Burnett Street should be provided with a clean connection at its east end to the north end of the Elysian Viaduct and to the Elysian/Hardy couplet connecting the North Loop 610. This intersection may also provide a direct set of on and off ramps to a future extension of the Hardy Toll Road. (No. 2 on map on following page). This intersection of Burnett and Elysian will also need to be improved as it will provide a critical north-south connection between Downtown and the Near Northside.
3.5.11. RECOMMENDATIONS

PROPOSED MOBILITY IMPROVEMENTS

2. San Jacinto extension to Burnett:
   a. The extension of San Jacinto Street from Downtown north and across the UPRR lines to provide a third connection for Burnett Street to Downtown is important. The Hard Yards development will provide the right of way north of the tracks, and recent inclusion of San Jacinto on the Major Thoroughfare Plan will someday provide right of way south of the tracks to I-10.
   b. The bridge across the UPRR right of way is approximately 220’ wide, which is almost exactly the same span as the free-span tied arch street bridges built across US 59 a few years ago when US 59 was widened. These bridges minimize the depth of the structure below the pavement surface (approximately one foot), which significantly reduces the grade and fill needed for the bridge approaches. The tied arch bridge design would provide a visual gateway into the near north neighborhoods from Downtown. (No. 3 on the map). San Jacinto terminates at Burnett opposite Fulton Street.

3. Lyons extension to Main:
   a. The land sandwiched between the UPRR tracks and I-10 would benefit from a through street connecting Lyons Avenue from the east across to Main Street on the west. This will provide a better connection for the Fifth Ward to downtown and the UHD campus, as well as improved east-west connections through the area.
   b. The route would connect the existing Naylor Street across the future San Jacinto extension and connect to the existing Conti Street right of way. A minor intersection adjustment at McKee Street would provide better flow between Lyons and Conti. The street could retain its three existing street names or the whole street could be renamed Lyons Avenue. (No. 4 on the map).
3.5.11. RECOMMENDATIONS

4. McKee and Hardy Street grade crossings at UPRR:
   a. The Downtown District had recommended closing
      six grade crossings between Semmes, West, Brooks
      Streets and Maury Streets and trading them for two
      grade crossings to be re-established at McKee and
      Hardy Streets north of I-10.
   b. These two crossings provide on and off access
      from I-10 and another connection between the Near
      North neighborhoods and Downtown. These grade
      crossings could be designed to meet the railroad
      Quiet Zone criteria, and the elimination of the other
      six crossings allows the further extension of a Quiet
      Zone eastward. (No. 5 on the map)

5. Main/Hogan/Burnett Neighborhood Street Grid:
   a. Fragmented existing street rights of way could be
      connected in this small area of vacant lots, parking
      lots, and warehouses to provide a connected street
      grid, adding tremendous value to the otherwise
      isolated properties:
      i. The existing Fletcher Street could be extended
         south to connect with the existing Keene Street
         right of way to connect to Burnett Street.
      ii. Fletcher Street could be continued southward
          across the existing railroad grade crossing
          to provide a connection to Naylor (Lyons
          extension) and to Main Street and I-10 for
          eastward and westward connections.
      iii. This southern extension would provide
          excellent access to the land along White Oak
          Bayou for University expansion or for market-
          rate housing. (No. 6 on the map)
   b. Pinkney Street should be connected to the new
      Burnett Street extension. (No 7 on the map)
   c. Harrington Street should be connected to the new
      Burnett Street extension. (No 8 on the map)

6. Clinton Drive extension to San Jacinto:
   a. With the potential for significant new development along Clinton Drive east
      of Jenson, and the potential for waterfront development on several large
      vacant tracts along Buffalo Bayou, there is a need for better connections to
      downtown south of the UPRR tracks.
   b. Clinton Drive could be extended westward from Jenson Drive to San
      Jacinto. There would be a railroad underpass just west of Jenson and
      then the road would run under the elevated US 59 freeway, connecting
      to McKee Street and extending westward along the south side of the
      UPRR tracks, connecting to San Jacinto just north of the Criminal Justice
      facilities. This would include a bridge across the White Oak North Bypass
      Channel currently being studied, and as a part of that planning effort,
      would require work along the north bank of Buffalo Bayou to have no
      impact on the floodplain and to provide trail connectivity along the bayou.
      (No. 9 on the map)
### Community Identity

The Near North Side or “Northside Village” has a rather historic presence in Houston. It contains a large amount of historic houses and other properties that are eligible for inclusion on the National Historic Register. Originally it was part of the Fifth Ward and started with a significant amount of development in the 1880’s and 1890’s in association with the Hardy Rail Yards. Today, the demographics are comprised of a large presence of Mexican-Americans and Latinos with a growing number of African Americans. There are great Tex-Mex restaurants in the neighborhood and the most significant clusters of commercial areas, including retail and mixed-use buildings are found at the intersections of North Main and Quitman, Hogan and Common, Quitman and Fulton and Lorraine and Gano streets. These areas help to create small scale urban destinations and provide community character that should be preserved. The area also has a substantial open space amenity just east of I-45 where the MKT Trail runs along the White Oak Bayou. This connection to the linear open space is a great asset, and more parks and open spaces within the neighborhood can be improved and added with connectivity to the bayou. Along with the light rail expansion, this will help the revitalization of this area and continue to increase the value of land in the area.

### Proposed Policy Recommendations

1. Improve the mobility issues through a series of streetscape improvements and new street additions
2. Preserve affordable housing in the area for low-income and workforce residents
3. Leverage high-quality market-rate and mixed-income housing to help revitalize and stabilize the neighborhood
4. Leverage the significant investment in the light rail by encouraging high-density, vertically mixed-use development near the stations
5. Encourage more retail and grocery stores in the area to provide residents shopping choices
6. Convert underutilized land and vacant properties into attractive mixed income/mixed use development sites
7. Provide more sports fields and recreational opportunities in low area near White Oak Bayou
8. Coordinate with METRO to find the best site to relocate the bus barns to facilitate the bayou bypass project to proceed
9. Work with the Union Pacific railroad to look at options of relocating some of the freight rail lines
10. Work with HISD to improve the quality of the education at the public schools
Public Notice

The City of Houston (City) received contracts from the Texas General Land Office (GLO) for the Community Development Block Grant (CDBG) Disaster Recovery (DR) Program for Hurricane Ike Round 2, Phase 2. The City, through its Housing and Community Development Department (HCDD), received $107,348,346 in its General Housing Allocation, $7,270,468 in Affordable Rental Single Family Rental, and $7,304,160 in Affordable Rental (Other) Multifamily Allocation, for a total of $121,922,974. In addition, H-GAC also awarded $30,292,591 to the City for the Subsidized Housing Allocation, which the City will use in collaboration with the Houston Housing Authority (HHA). The total amount of the City’s Housing portion of Round 2 Hurricane Ike funds is $152,215,565.

GLO awarded two contracts to HCDD, which have been amended: Single Family ($61,821,955.04) and Multifamily ($90,393,609.96). HCDD announces a revision to its request for Amendment #2 to these contracts. HCDD proposes to amend its Single Family contract by moving $146,137.74 from Administration and Project Delivery for HCDD to Horne to allow Horne to design, build, and implement an invoice processing system within HCDD’s OnBase ECM (Enterprise Content Manager) to better manage this contract. HCDD also proposes to move funds $903,395.72 from HCDD Activity and Project Delivery to Horne Activity and Project Delivery in order to enable architectural and engineering support to help single family homes be decent, safe, and sanitary as well as meet community standards. No changes in the total dollars awarded to HCDD, plans for service, or numbers of people served or units built will change due to this funds movement.

**HCDD Proposed Budget Amendment #2 Revision**

<table>
<thead>
<tr>
<th>Categories</th>
<th>Activity Code</th>
<th>Amendment #1 Activity Funding</th>
<th>Change in $</th>
<th>Proposed Amendment #2 Activity Funding</th>
<th>Change in %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rehab, Reconstruct, New Const</td>
<td>HAP LMI</td>
<td>$45,358,579.00</td>
<td>$(674,780.40)</td>
<td>$44,683,798.60</td>
<td>-1.49%</td>
</tr>
<tr>
<td>Activity Costs (HORNE - A&amp;E)</td>
<td>ACT-CON</td>
<td>$674,780.40</td>
<td></td>
<td>$674,780.40</td>
<td>0.00%</td>
</tr>
<tr>
<td>Activity Costs (HAP) - HCDD</td>
<td>ACT</td>
<td>$1,278,360.00</td>
<td></td>
<td>$1,278,360.00</td>
<td>0.00%</td>
</tr>
<tr>
<td>Project Delivery - HORNE</td>
<td>PD-CON</td>
<td>$3,312,513.00</td>
<td>$258,980.98</td>
<td>$3,571,493.98</td>
<td>7.82%</td>
</tr>
<tr>
<td>Project Delivery - HCDD</td>
<td>PD</td>
<td>$9,132,623.04</td>
<td>$(258,980.98)</td>
<td>$8,873,642.06</td>
<td>-2.84%</td>
</tr>
<tr>
<td>Administration - HORNE</td>
<td>ADMIN-CON</td>
<td>$1,132,027.00</td>
<td>$115,772.08</td>
<td>$1,247,799.08</td>
<td>10.23%</td>
</tr>
<tr>
<td>Administration - HCDD</td>
<td>206-GA</td>
<td>$1,607,853.00</td>
<td>$(115,772.08)</td>
<td>$1,492,080.92</td>
<td>-7.20%</td>
</tr>
<tr>
<td><strong>Total Single Family</strong></td>
<td></td>
<td>$61,821,955.04</td>
<td>---</td>
<td>$61,821,955.04</td>
<td>0.00%</td>
</tr>
</tbody>
</table>

The public is invited to provide input and comments on these proposed changes. The public may provide written comments through Saturday, November 30, 2013 to Peggy Colligan, HCDD, 601 Sawyer Street, Houston, TX 77007.
A RESOLUTION ADOPTING THE DISASTER RECOVERY ROUND 2 COMMUNITY REVITALIZATION AREAS IN THE CITY OF HOUSTON, TEXAS AS PRIORITY REVITALIZATION AREAS FOR HOUSING TAX CREDIT INVESTMENT BY THE STATE OF TEXAS; MAKING VARIOUS FINDINGS AND PROVISIONS RELATING TO THE SUBJECT.

WHEREAS, pursuant to Ordinance No. 2011-1085, passed on December 7, 2011, the City Council (the "City Council") of the City of Houston (the "City") authorized the submittal of the Community Development Block Grant Disaster Recovery Program (the "DR2 Program") 2011 Housing Application for General Housing Applicants, setting forth the City's General Housing and Subsidized Housing Applications, related to Hurricanes Dolly and Ike (Round 2.2), the execution of contracts required by the State's Action Plan and the application and the acceptance of funds requested in the application; and

WHEREAS, the City Council finds that the City, joined by partners ("Revitalization Partners") including the Texas Organizing Project ("TOP"), Assistant Secretary Mercedes Marquez of the US Department of Housing & Urban Development, Local Initiatives Support Corporation ("LISC") and Enterprise Community Partners ("Enterprise") collaborated in a study to identify priority investment areas for Hurricane Ike Disaster Recovery funds received from the State of Texas; and

WHEREAS, the City Council finds that the City, TOP, LISC and Enterprise collaborated in a series of 13 public meetings to obtain public input toward a targeted community revitalization strategy to be funded, in part, by the DR2 Program; and

WHEREAS, the City Council finds that the input obtained at the public meetings included discussions of evidence of storm damage, requests for FEMA assistance, poverty rates, neighborhood ethnic composition, and the assessment of other factors, such as transportation, employment access, environmental conditions, infrastructure, blight, public and educational facilities, and crime concerns, as well as other quality-of-life factors contributing to equity and diversity; and

WHEREAS, the City Council finds that the recommendations and findings from the public meetings were used to identify targeted nodes of investment and served as a starting point for the "deep dive" planning study entitled Disaster Recovery Round 2 Market Analysis/Area Selection ("Planning Study"), published in May 2013 by the City's Housing and Community Development Department ("HCDD"); and
WHEREAS, the City Council finds that based on the Planning Study, combined with data from other studies, the final community revitalization plan area ("Target Areas") for the DR2 Program have been identified by HCDD as the Community Revitalization Areas (a portion of Near Northside, a portion of Fifth Ward and a portion of OST/South Union) (the "CRAs") set forth on the attached map; and

WHEREAS, the City Council finds that the Planning Study, which reflects information obtained through the City's collaboration with the Revitalization Partners, set forth a plan (the "Revitalization Plan") to leverage approximately $50 million of multifamily housing investment, $61 million in single-family housing investment and $27 million of infrastructure investment (collectively, the "Revitalization Investment") with millions of dollars in private investment to pursue community revitalization in the Target Areas; and

WHEREAS, the City Council finds that the implementation of the Revitalization Plan is underway and that, to date, City Council has approved performance based loans of approximately $23.8 million, out of the Revitalization Investment, for multifamily investments in the CRAs, including funding for developments known as Avenue Station, Cleme Manor and Village at Palm Center; and

WHEREAS, the City Council finds that the designation of the CRAs as priority revitalization areas for investments under the Revitalization Plan ("Priority Revitalization Areas") is in the best interest of the City; and

WHEREAS, the City is acting pursuant to the authority of Chapters 373 and/or 374 of the Texas Local Government Code; 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 designates the Community Revitalization Areas as Priority Revitalization Areas pursuant to the Revitalization Plan and as demonstrated on the attached map.

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 18th day of February, 2015.

Mayor of the City of Houston

Pursuant to Article VI, Section 6, Houston City Charter, the effective date of the foregoing Resolution is __________________________.

City Secretary

(Prepared by Legal Dept. __________________________)
Assistant City Attorney

(Requested by Neal Rackleff, Director, Housing and Community Development Department)

(LD File No. 0291100079002)
<table>
<thead>
<tr>
<th>AYЕ</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>✓</td>
<td>MAYOR PARKER</td>
</tr>
<tr>
<td></td>
<td>COUNCIL MEMBERS</td>
</tr>
<tr>
<td>✓</td>
<td>STARDIG</td>
</tr>
<tr>
<td></td>
<td>DAVIS</td>
</tr>
<tr>
<td></td>
<td>COHEN</td>
</tr>
<tr>
<td></td>
<td>BOYKINS</td>
</tr>
<tr>
<td></td>
<td>MARTIN</td>
</tr>
<tr>
<td></td>
<td>NGUYEN</td>
</tr>
<tr>
<td>✓</td>
<td>PENNINGTON</td>
</tr>
<tr>
<td>✓</td>
<td>GONZALEZ</td>
</tr>
<tr>
<td>✓</td>
<td>GALLEGOS</td>
</tr>
<tr>
<td>✓</td>
<td>LASTER</td>
</tr>
<tr>
<td>✓</td>
<td>GREEN</td>
</tr>
<tr>
<td>✓</td>
<td>COSTELLO</td>
</tr>
<tr>
<td>✓</td>
<td>ROBINSON</td>
</tr>
<tr>
<td>✓</td>
<td>KUBOSH</td>
</tr>
<tr>
<td>✓</td>
<td>BRADFORD</td>
</tr>
<tr>
<td>✓</td>
<td>CHRISTIE</td>
</tr>
</tbody>
</table>

Caption Adopted: May 17, Rev. 01/14
A RESOLUTION AMENDING RESOLUTION 2015-5 TO EXPAND THE BOUNDARIES OF THE NEAR NORTHSIDE COMMUNITY REVITALIZATION AREA TO INCLUDE THE NEAR NORTHSIDE COMMUNITY REVITALIZATION OUTREACH AREA, IN THE CITY OF HOUSTON, TEXAS, SO THAT THE EXPANDED AREA WILL BE A PRIORITY REVITALIZATION AREA FOR HOUSING TAX CREDIT INVESTMENT BY THE STATE OF TEXAS; MAKING VARIOUS FINDINGS AND PROVISIONS RELATING TO THE SUBJECT.

WHEREAS, pursuant to Resolution 2015-5 ("2015 Resolution"), passed on February 24, 2015, the City Council (the "City Council") of the City of Houston (the "City") designated portions of Near Northside, Fifth Ward and OST/South Union Community Revitalization Areas, as identified by the City's Housing and Community Development Department ("HCDD") and set forth on the map attached thereto ("Target Areas") for the Community Development Block Grant Disaster Recovery Program (the "DR2 Program"), as priority revitalization areas ("Priority Revitalization Areas") for investments pursuant to a plan (the "Revitalization Plan") set forth in the Disaster Recovery Round 2 Market Analysis/Area Selection published in May 2013 by the City's Housing and Community Development Department ("HCDD"); and

WHEREAS, the City Council finds that the 2015 Resolution recognized only the southern portion of the Near Northside community ("Near Northside CRA") as a Community Revitalization Area and as a Priority Revitalization Area; and

WHEREAS, the City Council finds that the DR2 Program has provided housing repair and replacement pursuant to a concerted revitalization plan to targeted areas which include the Near Northside CRA and the Near Northside Community Revitalization Outreach Area, designated by HCDD, which is due north of, and adjacent to, the Near Northside CRA; and

WHEREAS, the City Council finds that the Near Northside CRA and the Near Northside Community Revitalization Area are a distinct area that was once vital and has lapsed into a situation requiring concerted revitalization and where the Revitalization Plan, as a concerted revitalization plan, has been developed and executed; and

WHEREAS, the City Council finds that HCDD recommends that the 2015 Resolution be amended to expand the boundaries of the Near Northside CRA and its Priority Revitalization Area to include the Near Northside Community Revitalization Outreach Area, so that the expanded boundaries of the Near Northside CRA will be Buffalo Bayou to the south, Interstate Highway 45 to the west, Elysian Street and Hardy Street to the east and a railroad track, due north of Frisco Road, to the north; and

WHEREAS, the City Council finds that the amendment of the 2015 Resolution to
expands the boundaries of the Near Northside CRA to include the Near Northside Community Revitalization Outreach Area, so that the expanded area will be a Priority Revitalization Area for investments under the Revitalization Plan is in the best interest of the City; and

WHEREAS, the City is acting pursuant to the authority of Chapters 373 and/or 374 of the Texas Local Government Code; 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 amends Resolution 2015-5, passed on February 24, 2015, to expand the boundaries of the Near Northside Community Revitalization Area to include the Near Northside Community Revitalization Outreach Area, and to confirm that the expanded Near Northside Community Revitalization Area is a Priority Revitalization Area pursuant to the Revitalization Plan.

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 28th 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 _________________________.

City Secretary

(Prepared by Legal Dept. Assistant City Attorney)

(Requested by Tom McCasland, Director, Housing and Community Development Department)

(LD File No. ___________________)
<table>
<thead>
<tr>
<th>AVE</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>✅</td>
<td>****</td>
</tr>
</tbody>
</table>

**MAYOR TURNER**

**COUNCIL MEMBERS**

- Stardig
- Davis
- Cohen
- Boykins
- Martin
- Le
- Travis
- Cisneros
- Gallegos
- Laster
- Green
- Knox
- Robinson
- Kubosh
- Edwards
- Christie
February 28, 2018

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

Re: Fulton on the Rail, TDHCA #18337 – Concerted Revitalization Plan – Near Northside
Concerted Revitalization Area, City of Houston

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. Fulton on the Rail, located at 5009 Fulton Street is within the Near Northside Area, one of the areas targeted for community revitalization by the City of Houston. Please see Resolution No. 2015-5 adopted by the City of Houston on February 18, 2015, amended February 28, 2018 by Resolution No. 2018-14, whereby City Council:

A. Designated the Near Northside as a Community Revitalization Area which includes the site for the proposed Development.

B. Found that the recommendations and findings from a series of public meetings were used to identify the Target Areas; and

C. Adopted the Disaster Recovery Round 2 Market Analysis/Area Selection published in May 2013 by the City’s Housing and Community Development Department which reflects information obtained through the City’s collaboration with Revitalization Partners as the plan (the "CRA Plan") to leverage Revitalization Investment with millions of dollars in private investment to pursue community revitalization in Target Areas. This letter confirms the following:

1. The CRA Plan and the Resolution were duly adopted with the required public input process followed;

2. The CRA Plan identifies several problems in the Designated Community Revitalization Areas generally and those specific to the Near Northside Target Area and makes recommendations for targeted efforts to address those problems;
3. The revitalization efforts are already underway.
   - Nestled in the Near Northside is 43-acre tract of land identified as Hardy Yards, a mixed-use development project within Houston’s Inner Loop. The proposed complex should include: mixed income housing developments, a music center, public parks, retail shops, restaurants, and business centers.

4. As a result of these targeted efforts, the City of Houston has seen noticeable improvements within the Near Northside Area since 2013:
   - New Housing Developments:
     - 95 single family homes (Avenue Place, a newly developed mixed income neighborhood)
     - 466 multifamily units (Hardy Yards, 350 units, $64,314,868; Avenue Station, 68 units, $12,330,252; Avenue Terraces, 48 units, $16,019,079)
   - Infrastructure: Expansion of I-45 and Hardy Toll Road through Near Northside.
   - Blight: Beautification projects in Near Northside, along with additional greenspace and bike trails proposed.
   - Transportation: METRO light rail completed along Fulton Street giving Near Northside easier access to Downtown. The development site of Fulton on the Rail is less than 0.25 miles from two METRO light rail stops.
   - Household Income: Increases in median household income, and decreases in the poverty rate.

5. The CRP Plan has sufficient, documented and committed funding to accomplish its purposes. The CRP Plan governs the programing and expenditure of approximately $152 million in CDBG Disaster Recovery funding

D. The CRP Plan is current and officially continues until at least March 1, 2021.

The targeted revitalization efforts already underway have resulted in the Near Northside being an appropriate area for the placement of housing. The addition of Fulton on the Rail in the community will inherently increase the affordable housing stock, as the neighborhood gains desirability and increased housing value. The development enables low to moderate income citizens an opportunity to enjoy the Near Northside’s socio-economic growth, by way of affordable housing preservation.

Sincerely,

Ray S. Miller
Executive Staff Analyst
CRP Amenities

II. Public Transportation Station
MetroRail Transit Station @ Cavalcade

III. Full Service Grocery Store
Fiesta Mart
4114 Fulton St
Houston TX 77009

IV. Pharmacy
CVS Pharmacy
4702 Irvington Blvd.
Houston TX 77009

V. Health Related Facility
St. Joseph Medical Center in the Heights
1917 Ashland St.
Houston, TX 77008

IX. Accredited University or Community College
University of Houston Downtown
1 S Main St
Houston, TX 77002

XI. Indoor Recreation Facility
MD Anderson YMCA
705 Cavalcade St.
Houston, TX 77009

XII. Outdoor Recreation Facility
Moody Park
3725 Fulton St.
Houston, TX 77009
<table>
<thead>
<tr>
<th>Stations / Estaciones</th>
<th>Stations / Estaciones</th>
</tr>
</thead>
<tbody>
<tr>
<td>Northline Transit Center/HCC</td>
<td>Theater District</td>
</tr>
<tr>
<td>Melbourne/North Lindale</td>
<td>Central Station Capitol</td>
</tr>
<tr>
<td>Lindale Park</td>
<td>Central Station Rusk</td>
</tr>
<tr>
<td>Cavalcade</td>
<td>Convention District</td>
</tr>
<tr>
<td>Moody Park</td>
<td>EaDo/Stadium</td>
</tr>
<tr>
<td>Fulton/North Central</td>
<td>Coffee Plant/Second Ward</td>
</tr>
<tr>
<td>Quitman/Near Northside</td>
<td>Lockwood/Eastwood</td>
</tr>
<tr>
<td>Burnett Transit Center/Casa De Amigos</td>
<td>Altic/Howard Hughes</td>
</tr>
<tr>
<td>UH Downtown</td>
<td>Cesar Chavez/67th St</td>
</tr>
<tr>
<td>Preston</td>
<td>Magnolia Park Transit Center</td>
</tr>
</tbody>
</table>

**Central Station Main**
- Transfer to Green or Purple Rail Lines (see map)
- Westbound – Central Station Capitol
- Eastbound – Central Station Rusk

<table>
<thead>
<tr>
<th>Destination Signs</th>
<th>Letreros Direccionales</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eastbound</td>
<td>Hacia el este</td>
</tr>
<tr>
<td>Westbound</td>
<td>Hacia el oeste</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Eastbound</th>
<th>Theater District to Magnolia Park</th>
</tr>
</thead>
<tbody>
<tr>
<td>Magnolia Park</td>
<td>Magnolia Park</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Westbound</th>
<th>Magnolia Park to Theater District</th>
</tr>
</thead>
<tbody>
<tr>
<td>Theater District</td>
<td>Theater District</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Stations / Estaciones</th>
<th>Stadions / Estaciones</th>
</tr>
</thead>
<tbody>
<tr>
<td>Theater District</td>
<td>Theater District</td>
</tr>
<tr>
<td>Central Station Capitol</td>
<td>Central Station Capitol</td>
</tr>
<tr>
<td>Central Station Rusk</td>
<td>Central Station Rusk</td>
</tr>
<tr>
<td>Convention District</td>
<td>Convention District</td>
</tr>
<tr>
<td>EaDo/Stadium</td>
<td>EaDo/Stadium</td>
</tr>
<tr>
<td>Lockwood/Eastwood</td>
<td>Lockwood/Eastwood</td>
</tr>
<tr>
<td>Altic/Howard Hughes</td>
<td>Altic/Howard Hughes</td>
</tr>
<tr>
<td>Cesar Chavez/67th St</td>
<td>Cesar Chavez/67th St</td>
</tr>
<tr>
<td>Magnolia Park Transit Center</td>
<td>Magnolia Park Transit Center</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Destination Signs</th>
<th>Letreros Direccionales</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eastbound</td>
<td>Hacia el este</td>
</tr>
<tr>
<td>Westbound</td>
<td>Hacia el oeste</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Eastbound</th>
<th>Theater District to Palm Center TC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Palm Center TC</td>
<td>Palm Center TC</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Westbound</th>
<th>Palm Center TC to Theater District</th>
</tr>
</thead>
<tbody>
<tr>
<td>Theater District</td>
<td>Theater District</td>
</tr>
</tbody>
</table>
The Fare/Pasaje / Local

<table>
<thead>
<tr>
<th>Fare Type</th>
<th>Full Fare</th>
<th>Discounted</th>
<th>Transfer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tipo de Paseaje</td>
<td>Pasaje Completo</td>
<td>Descontado</td>
<td>Transferd</td>
</tr>
<tr>
<td>Cash/Efectivo</td>
<td>$1.25*</td>
<td>none/ninguno</td>
<td>none/ninguno</td>
</tr>
<tr>
<td>METRO Q® Fare Card</td>
<td>$1.25*</td>
<td>$0.60**</td>
<td>3 hours/horas</td>
</tr>
<tr>
<td>METRO Day Pass</td>
<td>Unlimited Service/Servicio ilimitado</td>
<td>$3.00 a day</td>
<td>3 hours/horas</td>
</tr>
</tbody>
</table>

Make Your Ride on METRORail Fast and Easy

1. Familiarize yourself with the METRORail system and stations so you will know where to board and exit.
2. All METRORail platforms are Paid Fare Zones. Failure to produce a valid fare item upon request by METRO Police will result in a ticket.
3. Have your fare item ready for inspection in advance.
4. While on the platform, listen carefully to all announcements and be prepared to board once the train arrives.
5. Stand clear of the doors to allow other passengers to safely exit the train before you board.
6. Each train has four doors. If a large crowd is waiting to board through the front doorway, avoid overcrowding by boarding at the center or the rear. If a two-car train arrives at the platform, board the rear car.
7. Do not hold the train doors open for others. This will slow down everyone’s ride.
8. While on board the train, keep personal items out of the aisle.
9. If you are riding for a short distance (one or two stops), please consider standing.
10. When on the train, listen closely for your station announcement. Move toward the doors and be prepared to exit once the train has stopped.

Customer Information Información para el Cliente

Route, Schedule, METRO Q® Fare Card and METRO Day Pass
Información de Rutas, Horarios, METRO Q® Fare Card y METRO Day Pass

<table>
<thead>
<tr>
<th>Information/Instruction</th>
<th>713-635-4000</th>
<th>713-635-4000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Comments/Comentarios Públicos</td>
<td>713-635-0180</td>
<td>713-635-0180</td>
</tr>
<tr>
<td>Lost and Found/Objetos Perdidos</td>
<td>713-638-0854</td>
<td>713-638-0854</td>
</tr>
<tr>
<td>Telecommunication Device for the Deaf (TDD)</td>
<td>713-635-6993</td>
<td>713-635-9993</td>
</tr>
<tr>
<td>METRO Police/Policía</td>
<td>713-224-COPS (2677)</td>
<td>713-224-COPS (2677)</td>
</tr>
<tr>
<td>METRO RideStore</td>
<td>713-635-4000</td>
<td>713-635-4000</td>
</tr>
<tr>
<td>METRO Lost and Found</td>
<td>713-635-4000</td>
<td>713-635-4000</td>
</tr>
</tbody>
</table>

For METRO information in additional languages, please call 713-635-4000 or visit RideMETRO.org.

El día a día
### METRORail Red Line
**Average Travel Time Northline/HCC to:**

<table>
<thead>
<tr>
<th>Destination</th>
<th>Time (in minutes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Theater District</td>
<td>–</td>
</tr>
<tr>
<td>Central Station Rusk</td>
<td>5</td>
</tr>
<tr>
<td>Convention District</td>
<td>8</td>
</tr>
<tr>
<td>EaDo/Stadium</td>
<td>10</td>
</tr>
<tr>
<td>Coffee Plant/Second Ward</td>
<td>12</td>
</tr>
<tr>
<td>Lockwood/Eastwood</td>
<td>15</td>
</tr>
<tr>
<td>Altic/Howard Hughes</td>
<td>17</td>
</tr>
<tr>
<td>Cesar Chavez/67th St.</td>
<td>19</td>
</tr>
<tr>
<td>Magnolia Park Transit Center</td>
<td>21</td>
</tr>
</tbody>
</table>

### METRORail Green Line
**Average Travel Time**

<table>
<thead>
<tr>
<th>Destination</th>
<th>Time (in minutes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Theater District</td>
<td>–</td>
</tr>
<tr>
<td>Central Station Rusk</td>
<td>5</td>
</tr>
<tr>
<td>Convention District</td>
<td>8</td>
</tr>
<tr>
<td>EaDo/Stadium</td>
<td>10</td>
</tr>
<tr>
<td>Leeland/Third Ward</td>
<td>13</td>
</tr>
<tr>
<td>Elgin/Third Ward</td>
<td>17</td>
</tr>
<tr>
<td>TSU/UH Athletics District</td>
<td>19</td>
</tr>
<tr>
<td>UH South/University Oaks</td>
<td>22</td>
</tr>
<tr>
<td>MacGregor Park/Martin Luther King, Jr.</td>
<td>24</td>
</tr>
<tr>
<td>Palm Center Transit Center</td>
<td>27</td>
</tr>
</tbody>
</table>

### METRORail Purple Line
**Average Travel Time**

<table>
<thead>
<tr>
<th>Destination</th>
<th>Time (in minutes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Theater District</td>
<td>–</td>
</tr>
<tr>
<td>Central Station Rusk</td>
<td>5</td>
</tr>
<tr>
<td>Convention District</td>
<td>8</td>
</tr>
<tr>
<td>Leeland/Third Ward</td>
<td>13</td>
</tr>
<tr>
<td>Elgin/Third Ward</td>
<td>17</td>
</tr>
<tr>
<td>TSU/UH Athletics District</td>
<td>19</td>
</tr>
<tr>
<td>UH South/University Oaks</td>
<td>22</td>
</tr>
<tr>
<td>MacGregor Park/Martin Luther King, Jr.</td>
<td>24</td>
</tr>
<tr>
<td>Palm Center Transit Center</td>
<td>27</td>
</tr>
</tbody>
</table>
Find A Fiesta Mart Grocery Store Near You And Get The Weekly Ad

https://www.fiestamart.com/store-locator/
EXPLORE OUR DEPARTMENTS

Produce
At Fiesta, we understand the important steps that you take to ensure that your family eats right to stay healthy. We offer a high quality, seasonally rotating selection of fresh produce, with special emphasis on locally sourced and organic produce.

Seafood
Fiesta’s Seafood Department offers an outstanding array of fresh fish, shellfish and specialty items that make Fiesta the ultimate seafood destination. Include seafood on your menu with appetizers, hearty stews and refreshing main dishes with the fish or shellfish of your choice.

Meat
We offer USA beef that is carefully chosen from select processing plants. These are state-of-the-art beef processing plants that operate with a high level of food safety and processing innovation. This ensures that the beef you serve provides a memorable meal every time.

International
Around the World takes 80 days? Not at Fiesta Mart! The International Department at Fiesta brings the world’s authentic taste to one place – right here! You can find packaged foods, cooking sauces, beverages, cookies, candies, snacks, and more from around the world.

Deli
What could be better than deli trays for the big game or party? Keep your guests happy with a hearty, deluxe meat tray of ham, turkey, roast beef and salami or try a delightful variety of cheeses from around the globe.
Bakery

Stop by your Fiesta Mart Bakery to get the taste of the world! Every day at Fiesta Mart Bakeries, our bakers churn out delicious items made from scratch.

Hispanic

Welcome to Fiesta’s ‘Land of Sabores’ where you will find numerous Latin American countries represented throughout our aisles. Let’s begin our journey in Mexico where you can find everything from Abuelita chocolate to Zulka brown sugar.

Floral and General Merchandise

Brighten your day or someone else’s with flowers from your local Fiesta. In addition to cut flowers and bouquets, you’ll also find beautiful flower arrangements that will add life to any room. Vivid and colorful, plants and flowers are a simple way to say thanks, I care, or I love you.

Apparel

Fiesta Mart is more than a store – it is your home for a variety of clothing and accessories year-round. If you are looking for that special top, festive skirt, perfect accessory or pair of shoes, approved school uniforms or workwear, just stop by your local Fiesta where we specialize in closeouts, over runs and short lots.

STAY CONNECTED

Get Fiesta’s weekly specials, exclusive offers, special promotions and more delivered straight to your inbox!

© 2018 Fiesta Mart, LLC

Privacy Policy
Terms and Conditions

OFFERS
DEPARTMENTS
RECIPES
COMMUNITY
STORE LOCATOR
ABOUT FIESTA
STAY CONNECTED
CONTACT

Current Store:
Store #29 / Dallas, TX

not your store?
"The staff was extremely helpful."

"Worst hospital experience ever."

"My daughter was having severe stomach pains, thought it was appendicitis."
About St. Joseph's Medical Center

Welcome to St. Joseph Medical Center (SJMC), Houston’s first and only downtown hospital. We have over 700 board certified physicians on our medical staff and more than 1,500 highly skilled and dedicated employees who stand ready to provide compassionate healthcare to the communities we serve.

Whether it’s for a scheduled surgery, the birth of a baby, an unexpected emergency, or an outpatient visit, we have staff available around the clock to provide you access to immediate, quality healthcare. SJMC has been providing healthcare services to Greater Houston residents for over 125 years, which should give you great comfort in knowing that we have a great tradition of caring for our community. We strive to meet our patients’ expectations and encourage our patients to provide us with feedback on how we can help them have the best experience possible while they’re in our care.

Over the years we have expanded our services to include the Advanced Wound Care Center, the Center for Behavioral Health, Comprehensive Cardiac and Vascular Services, the Women’s Center for Breast Care, the St. Joseph Maternal Fetal Medicine Center, and a Weight Loss Surgery Program, just to name a few. As you work with our physicians, nurses, case managers, educators, and other staff, you will be guided through your healthcare journey, from diagnosis to treatment, with compassion every step of the way.

IN PARTNERSHIP WITH PHYSICIAN OWNERS.

Learn more about:

- Accreditations & Awards
- Careers
- Volunteering
- Newsroom

Our Mission

To deliver compassionate healthcare to the communities we serve.

Our Vision


As Houston's first hospital, St. Joseph Medical Center partners with physicians to create a healthy environment of caring and dignity for patients, families, and employees. Focused on the latest technology and peer collaboration, we provide high value, high-quality care in an atmosphere of our spiritual traditions. We will remain the medical center that caregivers commit to, physicians prefer and patients recommend.

Our Values

- We ensure quality.
- We respect the rights of all individuals.
- We hold true to a moral code of ethics.
- We excel in service.
- We provide the best in specialized medical care.
- We develop and apply new technologies.
- We support research and education.
- We are committed to the well-being of our physicians and employees.
- We use our knowledge and abilities to better our community.
- We are proud of our past and focused on the future.

Quality Care

We encourage patients to take an active role in their healthcare, and we believe they should make informed decisions about the physicians and hospitals they trust to provide that care.

There is increasingly more public information available about hospitals, doctors and other healthcare providers on the Internet. A number of different agencies evaluate, compare and rate hospitals. These ratings can be a good source of information for healthcare consumers and many of them provide reliable data that can help people make informed decisions about where to seek care.

HOSPITAL COMPARE WEBSITE

Home

Search

What are you looking for?

Search

Go

Service Lines
Cancer Centers
Emergency Care
Heart Care
Imaging Services
Orthopedics
Surgical Services
Women's Services

VIEW OUR FULL LIST OF SERVICES

Patients and Visitors
Billing, Payment & Insurance
Medical Records

MORE INFORMATION

Our Policies
Privacy Policy
Non-Discrimination
Site Disclaimer
### 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 College</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</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</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 Christ</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-Texarkana</td>
<td>Emily F. Cutrer</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 Chanceller</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>University</td>
<td>Address</td>
<td>Executive</td>
</tr>
<tr>
<td>--------------------------------</td>
<td>----------------------------------</td>
<td>---------------</td>
</tr>
<tr>
<td>Texas Tech University System</td>
<td>Lubbock, TX 79409</td>
<td>Robert L. Duncan</td>
</tr>
<tr>
<td>Texas Woman’s University</td>
<td>P.O. Box 42013, Lubbock, TX 79409</td>
<td>Carine M. Feyten</td>
</tr>
<tr>
<td>The University of Texas at Arlington</td>
<td>701 S. Reddickman Drive, Arlington, TX 76019</td>
<td>Vistasp M. Karbhari</td>
</tr>
<tr>
<td>The University of Texas at Austin</td>
<td>University Station, Austin, TX 78712</td>
<td>Gregory L. Fenves</td>
</tr>
<tr>
<td>The University of Texas at Dallas</td>
<td>800 West Campbell Road, Richardson, TX 75080-3021</td>
<td>Richard C. Benson</td>
</tr>
<tr>
<td>The University of Texas at El Paso</td>
<td>500 West University Avenue, El Paso, TX 79999</td>
<td>Diana Natalicio</td>
</tr>
<tr>
<td>The University of Texas at San Antonio</td>
<td>One UTSA Circle, San Antonio, TX 78249-0601</td>
<td>Taylor Eighmy</td>
</tr>
<tr>
<td>The University of Texas at Tyler</td>
<td>3600 University Boulevard, Tyler, TX 75579</td>
<td>Michael V. Tidwell</td>
</tr>
<tr>
<td>The University of Texas of the Permian Basin</td>
<td>4901 East University, Odessa, TX 79762</td>
<td>Sandra K. Woodley</td>
</tr>
<tr>
<td>The University of Texas Rio Grande Valley</td>
<td>1201 West University Drive, Edinburg, TX 78541</td>
<td>Guy Bailey</td>
</tr>
<tr>
<td>The University of Texas System</td>
<td>601 Colorado Street, Austin, TX 78701-2862</td>
<td>William H. McRaven</td>
</tr>
<tr>
<td>University of Houston</td>
<td>4800 Calhoun Road, Houston, TX 77204</td>
<td>Renu Khator</td>
</tr>
<tr>
<td>University of Houston System</td>
<td>3100 Cullen Boulevard, Suite 205, Houston, TX 77204-6001</td>
<td>Renu Khator</td>
</tr>
<tr>
<td>University of Houston-Clear Lake</td>
<td>2700 Bay Area Boulevard, Houston, TX 77058-1098</td>
<td>Ina K. Blake</td>
</tr>
<tr>
<td>University of Houston-Downtown</td>
<td>One Main Street, Houston, TX 77002</td>
<td>Juan Sánchez Muñoz</td>
</tr>
<tr>
<td>University of Houston-Victoria</td>
<td>3007 N. Ben Wilson Drive, Victoria, TX 77901-5731</td>
<td>Vic Morgan</td>
</tr>
<tr>
<td>University of North Texas</td>
<td>1155 Union Circle #311277, Denton, TX 76203</td>
<td>Neal J. Smatresk</td>
</tr>
<tr>
<td>University of North Texas at Dallas</td>
<td>7300 University Hills Boulevard, Dallas, TX 75241</td>
<td>Robert Mong</td>
</tr>
<tr>
<td>University of North Texas System</td>
<td>1901 Main Street, Dallas, TX 75201</td>
<td>Lesa Roe</td>
</tr>
<tr>
<td>UNT Dallas College of Law</td>
<td>1901 Main Street, Dallas, TX 75012</td>
<td>Royal Furgeson</td>
</tr>
<tr>
<td>West Texas A&amp;M University</td>
<td>2501 4th Avenue, Canyon, TX 79016</td>
<td>Walter Wendler</td>
</tr>
</tbody>
</table>
POWER IN COMMUNITY

We are committed to be a source of strength and encouragement to all we serve. Learn more about Youth Sports, Child Care and other programs at the Y.

LEARN MORE AND REGISTER

Center Amenities
- Child watch
- Community garden
- Community health
- Day camp
- Group exercise classes
- Gymnasium
- Outdoor pool
- See all amenities>

Youth Sports and Aquatics
Playerspace
M.D. Anderson Sports

Latest News and Updates

Join Our Team!

2018 YMCA Weight Loss Program

2018 Youth Sports Schedule

Our Staff at M.D. Anderson Family YMCA

YMCA Children’s Academy at M.D. Anderson Family YMCA

Youth Sports at M.D. Anderson Family YMCA
WHAT’S HAPPENING AT THE Y?

Join Our Team!

2018 YMCA Weight Loss Program

YMCA Bridge Fest 2018

Group Exercise Classes at the Y

Personal Training in 2018

YMCA Camp Cullen

GROUP EXERCISE SCHEDULE

Date
02/04/2018

Class:
-ALL-

Instruction:
-ALL-

DOWNLOAD PDF

SEE MORE STORIES
PARK HISTORY

The Irvington Addition had been laid out north of downtown Houston by the early 1920's. The City of Houston purchased all or parts of approximately 120 lots of it in 1925 for $18,000 in order to build a public park. Another 8 lots were purchased that year from the estate of the Cetti family for $8,000, and Moody Park was born.

PARK AMENITIES

One of the highlights of Moody Park is its community center. The current building replaces an inadequate one that was leveled in the early 1980's. It was designed by famed architect W. Jackson Wisdom, and was constructed in 1986 for $1,055,100, paid for through Park Bond Funds and a Community Development Block Grant. In 2014, a 7,000-square foot addition was added and renovations took place to the rest of the building. These improvements include: an expanded and upgraded weight room, an upgraded arts and crafts area, the creation of new areas for office space and storage, and improvements to the existing gym. A new multi-purpose room with a serving area, a classroom, restrooms, lobby, and electrical/mechanical rooms are in the addition. A new entry courtyard and an interior courtyard invite use of the outside area. The City of Houston General Services Department managed the design and construction for the Houston Parks and Recreation Department.

The Irvington Addition had been laid out north of downtown Houston by the early 1920's. The City of Houston purchased all or parts of approximately 120 lots of it in 1925 for $18,000 in order to build a public park. Another 8 lots were purchased that year from the estate of the Cetti family for $8,000, and Moody Park was born.

PARK AMENITIES

One of the highlights of Moody Park is its community center. The current building replaces an inadequate one that was leveled in the early 1980's. It was designed by famed architect W. Jackson Wisdom, and was constructed in 1986 for $1,055,100, paid for through Park Bond Funds and a Community Development Block Grant. In 2014, a 7,000-square foot addition was added and renovations took place to the rest of the building. These improvements include: an expanded and upgraded weight room, an upgraded arts and crafts area, the creation of new areas for office space and storage, and improvements to the existing gym. A new multi-purpose room with a serving area, a classroom, restrooms, lobby, and electrical/mechanical rooms are in the addition. A new entry courtyard and an interior courtyard invite use of the outside area. The City of Houston General Services Department managed the design and construction for the Houston Parks and Recreation Department. The project was designed by Clark Condon Associates, the architects were Rey de la Reza Architects, and the general contractor was Times Construction. The renovation and addition were paid for through $3,800,000 in Capital Improvement and Recreation Department. The project was designed by Clark Condon Associates, the architects were Rey de la Reza Architects, and the general contractor was Times Construction. The renovation and addition were paid for through $3,800,000 in Capital Improvement

One of the highlights of Moody Park is its community center. The current building replaces an inadequate one that was leveled in the early 1980's. It was designed by famed architect W. Jackson Wisdom, and was constructed in 1986 for $1,055,100, paid for through Park Bond Funds and a Community Development Block Grant. In 2014, a 7,000-square foot addition was added and renovations took place to the rest of the building. These improvements include: an expanded and upgraded weight room, an upgraded arts and crafts area, the creation of new areas for office space and storage, and improvements to the existing gym. A new multi-purpose room with a serving area, a classroom, restrooms, lobby, and electrical/mechanical rooms are in the addition. A new entry courtyard and an interior courtyard invite use of the outside area. The City of Houston General Services Department managed the design and construction for the Houston Parks and Recreation Department. The project was designed by Clark Condon Associates, the architects were Rey de la Reza Architects, and the general contractor was Times Construction. The renovation and addition were paid for through $3,800,000 in Capital Improvement

PARK AMENITIES

One of the highlights of Moody Park is its community center. The current building replaces an inadequate one that was leveled in the early 1980's. It was designed by famed architect W. Jackson Wisdom, and was constructed in 1986 for $1,055,100, paid for through Park Bond Funds and a Community Development Block Grant. In 2014, a 7,000-square foot addition was added and renovations took place to the rest of the building. These improvements include: an expanded and upgraded weight room, an upgraded arts and crafts area, the creation of new areas for office space and storage, and improvements to the existing gym. A new multi-purpose room with a serving area, a classroom, restrooms, lobby, and electrical/mechanical rooms are in the addition. A new entry courtyard and an interior courtyard invite use of the outside area. The City of Houston General Services Department managed the design and construction for the Houston Parks and Recreation Department. The project was designed by Clark Condon Associates, the architects were Rey de la Reza Architects, and the general contractor was Times Construction. The renovation and addition were paid for through $3,800,000 in Capital Improvement

PARK AMENITIES

One of the highlights of Moody Park is its community center. The current building replaces an inadequate one that was leveled in the early 1980's. It was designed by famed architect W. Jackson Wisdom, and was constructed in 1986 for $1,055,100, paid for through Park Bond Funds and a Community Development Block Grant. In 2014, a 7,000-square foot addition was added and renovations took place to the rest of the building. These improvements include: an expanded and upgraded weight room, an upgraded arts and crafts area, the creation of new areas for office space and storage, and improvements to the existing gym. A new multi-purpose room with a serving area, a classroom, restrooms, lobby, and electrical/mechanical rooms are in the addition. A new entry courtyard and an interior courtyard invite use of the outside area. The City of Houston General Services Department managed the design and construction for the Houston Parks and Recreation Department. The project was designed by Clark Condon Associates, the architects were Rey de la Reza Architects, and the general contractor was Times Construction. The renovation and addition were paid for through $3,800,000 in Capital Improvement
COMMUNITY CENTERS
Apply for a concessionaire contract with the Houston Parks and Recreation Department to teach classes in our centers.

RENTALS
Adjacent to the community center building, Moody Park offers a playground, lighted tennis courts, lighted sports field, 0.94-mile hike and bike trail, swimming pool, indoor gym, weight room, and a meeting room.

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

EVENT FLIERS
Upcoming events include:
- Lunch Time Fitness Group Moody Park Community Center: Mon, Feb 5, 2018 11:00am - 1:00pm @ Moody Park Community Center
- Mon, Feb 5, 2018 9:30am - 11:00am @ Moody Park Community Center
- Free use of weight room for ladies only. Registration is required. Participants must wear workout clothes, athletic shoes and have a personal towel.
- Senior SS + Weight Room - Moody Park Community Center: Mon, Feb 5, 2018 11:00am - 1:00pm @ Moody Park Community Center
- Weight room access for participants 55 years of age and older. Must be registered and have fitness attire, athletic shoes and a personal towel.
- Lunch Time Fitness Group - Moody Park

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

PARK AMENITIES
Adjacent to the community center building, Moody Park offers a playground, lighted tennis courts, lighted sports field, 0.94-mile hike and bike trail, swimming pool, indoor gym, weight room, and a meeting room.

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 center rental reservation forms must be completed and payments must be received in the Permits Office the earlier of 10 days after the rental reservation is completed or at least 7 days before the scheduled event date. This includes concessionaires, HPARD co-sponsored events, etc.

If security is required, community center rental reservation forms and payment must be received in the Permits Office a minimum of 14 days prior to the scheduled event, which includes private functions, birthday parties, showers, weddings, family reunions, family gatherings, meetings, special events, etc.

CONCESSIONAIRES OPPORTUNITIES AVAILABLE
Apply for a concessionaire contract with the Houston Parks and Recreation Department to teach classes in our centers.

COMMUNITY CENTERS

<table>
<thead>
<tr>
<th>NORTHWEST</th>
<th>NORTHWEST</th>
<th>SOUTHWEST</th>
<th>SOUTHWEST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Candlelight</td>
<td>Clark</td>
<td>Alief</td>
<td>Bessie Swindell</td>
</tr>
<tr>
<td>Canderales</td>
<td>Horten</td>
<td>Almeda</td>
<td>Beverly Hills</td>
</tr>
<tr>
<td>Fondi</td>
<td>Lakewood</td>
<td>Burnett Bayland</td>
<td>Channel Point</td>
</tr>
<tr>
<td>Freed</td>
<td>Melrose</td>
<td>Cherryhurst</td>
<td>Clint</td>
</tr>
<tr>
<td>Highland</td>
<td>Moody</td>
<td>Godwin</td>
<td>Clinton</td>
</tr>
<tr>
<td>Inc. Heights</td>
<td>Shady Lane</td>
<td>Hackberry</td>
<td>Creata</td>
</tr>
<tr>
<td>Lincoln</td>
<td>Tide Tail</td>
<td>J. Robinson, Jr.</td>
<td>DeZavala</td>
</tr>
<tr>
<td>Love</td>
<td>Tuffy</td>
<td>Kendall</td>
<td>Eastwood</td>
</tr>
<tr>
<td>Milroy</td>
<td></td>
<td>Landsdale</td>
<td>Edgewood</td>
</tr>
<tr>
<td>Morde Beach</td>
<td></td>
<td>Linkwood</td>
<td>Emancipation</td>
</tr>
<tr>
<td>Proctor Plaza</td>
<td></td>
<td>Marian</td>
<td>Finnigan</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Garden Villas</td>
</tr>
</tbody>
</table>

http://www.houstontx.gov/parks/communitycenters/cc-moody.html
2018 Declared Disaster Areas
Counties Expiring after March 1, 2018
Eligible under §11.9(d)(3) of the 2018 QAP

Angelia  Eastland   Karnes  Roberts
Aransas  Erath     Kerr    Robertson
Atascosa  Falls    Kleberg  Sabine
Austin  Fayette   Lavaca  San Augustine
Bandera  Fort Bend  Lee    San Jacinto
Bastrop  Galveston  Leon   San Patricio
Bee  Goliad     Liberty  Shelby
Bexar  Gonzales  Lipscomb Smith
Bosque  Gray      Live Oak Somervell
Brazoria  Gregg    Lubbock Stephens
Brazos  Grimes    Madison Travis
Brown  Guadalupe  Marion  Trinity
Burleson  Hardin  Matagorda Tyler
Caldwell  Harris   Milam  Van Zandt
Calhoun  Harrison  Montgomery Victoria
Callahan  Hemphill  Newton  Walker
Cameron  Henderson  Nueces  Waller
Chambers  Hidalgo  Ochiltree Washington
Clay  Hood      Orange  Wharton
Coleman  Houston  Palo Pinto Wheeler
Colorado  Jackson  Parker  Willacy
Comal  Jasper     Polk    Wilson
Comanche  Jefferson  Rains
DeWitt  Jim Wells  Refugio
### 2018 Declared Disaster Areas

**Counties Eligible under §11.9(d)(8) of the 2018 QAP**

**Readiness to Proceed in Disaster Impacted Counties**

<table>
<thead>
<tr>
<th>Aransas</th>
<th>Fayette</th>
<th>Jefferson</th>
<th>Orange</th>
</tr>
</thead>
<tbody>
<tr>
<td>Austin</td>
<td>Fort Bend</td>
<td>Karnes</td>
<td>Polk</td>
</tr>
<tr>
<td>Bastrop</td>
<td>Galveston</td>
<td>Kleberg</td>
<td>Refugio</td>
</tr>
<tr>
<td>Bee</td>
<td>Goliad</td>
<td>Lavaca</td>
<td>Sabine</td>
</tr>
<tr>
<td>Brazoria</td>
<td>Gonzales</td>
<td>Lee</td>
<td>San Jacinto</td>
</tr>
<tr>
<td>Caldwell</td>
<td>Grimes</td>
<td>Liberty</td>
<td>San Patricio</td>
</tr>
<tr>
<td>Calhoun</td>
<td>Hardin</td>
<td>Matagorda</td>
<td>Tyler</td>
</tr>
<tr>
<td>Chambers</td>
<td>Harris</td>
<td>Montgomery</td>
<td>Victoria</td>
</tr>
<tr>
<td>Colorado</td>
<td>Jackson</td>
<td>Newton</td>
<td>Walker</td>
</tr>
<tr>
<td>DeWitt</td>
<td>Jasper</td>
<td>Nueces</td>
<td>Waller</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Wharton</td>
</tr>
</tbody>
</table>
Readiness to Proceed Narrative

If selected for an award of tax credits, Houston 5009 Fulton, LP commits to close all financing and fully execute the construction contract on or before the last business day of October 2018.

Zoning
Appropriate zoning is currently in place for Fulton on the Rail. There is no zoning in the City of Houston. See evidence provided in Tab 8 of the application.

Financing Partners
The development team has received preliminary financing commitments including acknowledgements that closing will occur no later than October 31, 2018. The financing commitments also include the critical path schedule for various reviews and approvals that will occur in order to meet the October 31, 2018 closing deadline.

Property Acquisition
Pursuant to the site control contract, closing is required to occur on or before November 30, 2018. However, Houston 5009 Fulton, LP intends to acquire the property on or before October 31, 2018 as part of the financing closing.

Permitting
Building permits are required by the City of Houston. The submission of plans for permitting will occur on August 15, 2018. The typical expedited review period is 6 weeks. Based on this review period, permits should be issued by October 1, 2018.

Construction Contract
Icon Builders has been selected as the contractor for Fulton on the Rail. See attached notification of selection. Contract negotiations are expected to be complete by September 1, 2018, and a construction contract is anticipated to be executed no later than October 30, 2018.
<table>
<thead>
<tr>
<th>Milestone</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Housing Tax Credit Application Submission</td>
<td>3/1/2018</td>
</tr>
<tr>
<td>Design - Conceptual Design Complete</td>
<td>3/1/2018</td>
</tr>
<tr>
<td>Lender Review - Phase I Environmental Site Assessment</td>
<td>3/15/18-3/31/18</td>
</tr>
<tr>
<td>Market Study Complete</td>
<td>3/26/2018</td>
</tr>
<tr>
<td>Lender Review - Market Study</td>
<td>3/15/18-3/31/18</td>
</tr>
<tr>
<td>Geotechnical Report Complete</td>
<td>3/26/2018</td>
</tr>
<tr>
<td>Design - 30% Plans Complete</td>
<td>4/1/2018</td>
</tr>
<tr>
<td>Construction Budget - 30% Budget</td>
<td>5/6/2018</td>
</tr>
<tr>
<td>Construction Budget - 70% Budget</td>
<td>5/31/2018</td>
</tr>
<tr>
<td>Construction Budget - 90% Budget</td>
<td>6/14/2018</td>
</tr>
<tr>
<td>Design - 90% Plans Complete</td>
<td>6/1/2018</td>
</tr>
<tr>
<td>Construction Budget - 90% Budget</td>
<td>8/15/2018</td>
</tr>
<tr>
<td>Building Permit Application</td>
<td>8/15/2018</td>
</tr>
<tr>
<td>Building Permits Issued</td>
<td>10/1/2018</td>
</tr>
<tr>
<td>Lender - Order and Review Appraisal</td>
<td>6/1/18-7/1/18</td>
</tr>
<tr>
<td>Lender and Investor - Underwriting, Due Diligence, and Credit/Investment Approval</td>
<td>6/15/18-9/15/18</td>
</tr>
<tr>
<td>Tax Credit Award</td>
<td>7/26/2018</td>
</tr>
<tr>
<td>Closing Documents Prepared</td>
<td>8/1/18-10/1/18</td>
</tr>
<tr>
<td>Lender and Investor - Plan and Cost Review</td>
<td>9/1/18-9/22/18</td>
</tr>
<tr>
<td>Construction Contract Executed</td>
<td>10/1/2018</td>
</tr>
<tr>
<td>Close Financing</td>
<td>10/30/2018</td>
</tr>
<tr>
<td>Land Closing Deadline</td>
<td>10/31/2018</td>
</tr>
<tr>
<td>Construction Commencement</td>
<td>11/5/2018</td>
</tr>
<tr>
<td>Construction Completion</td>
<td>5/1/2020</td>
</tr>
</tbody>
</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.
February 27, 2018

Houston 5009 Fulton, LP
Attn: Christopher Akbari
Authorized Representative
3735 Honeywood Court
Port Arthur, TX 77642

Re: Fulton on the Rail - Houston, TX

Dear Mr. Akbari:

Thank you for providing Hudson Housing Capital LLC (“Hudson”, the “Company”) with the opportunity to extend a purchase offer for the limited partnership interest in the Partnership that will own Fulton on the Rail.

Hudson is a Delaware limited liability company formed to directly acquire limited partnership interests in partnerships which own apartment complexes qualifying for low-income housing tax credits ("Tax Credits") under Section 42 of the Internal Revenue Code of 1986, as amended (the "Code").

Set forth are the basic business terms under which Hudson or its designee ("Investor") will acquire a 99.98% limited partnership interest in the Partnership, which will own a 146-unit complex in Houston, Texas (the “Property”). You have advised us that ITEX Development, LLC, AHDPC Holdings, LLC, and Jeshurun Consulting, LLC (collectively, the “Developer”) will be the co-developers and that Houston 5009 Fulton GP, LLC (the “General Partner”), will be the general partner of the Partnership. An affiliate of the Investor will be admitted to the Partnership as a special member (the “Special Limited Partner”, “SLP”) with limited supervisory rights. The ITEX Partners, LLC, ITEX Development, LLC, and Christopher Akbari (the “Guarantor”) shall jointly and severally guarantee the obligations of the General Partner under the partnership agreement to be entered into between the parties (the “Partnership Agreement”). The Guarantor will be required to maintain minimum liquidity and net worth covenants to be negotiated (the “Net Worth and Liquidity Covenant”).

You have advised us that the Property is applying for an allocation of 9% Federal Tax Credits in the annual amount of $1,500,000 and that 90 units will qualify for Tax Credits.
I. **Equity Investment**

The Investor will contribute to the Partnership a total of $14,098,590 (the “Total Equity”) or approximately $0.94 (the " Tax Credit Ratio") per total Tax Credit available to the Investor, payable in the following installments:

<table>
<thead>
<tr>
<th>Contribution</th>
<th>Contribution %</th>
<th>Timing</th>
</tr>
</thead>
<tbody>
<tr>
<td>First</td>
<td>80%</td>
<td>At Closing and Through Construction</td>
</tr>
<tr>
<td>Second</td>
<td>5%</td>
<td>Construction Completion</td>
</tr>
<tr>
<td>Third</td>
<td>10%</td>
<td>Permanent Financing</td>
</tr>
<tr>
<td>Fourth</td>
<td>5%</td>
<td>Issuance of 8609s</td>
</tr>
</tbody>
</table>

**a. First Capital Contribution.** The Investor will fund the First Capital Contribution as follows:

<table>
<thead>
<tr>
<th>Contribution</th>
<th>Contribution %</th>
<th>Timing</th>
</tr>
</thead>
<tbody>
<tr>
<td>Initial I</td>
<td>20%</td>
<td>At Closing</td>
</tr>
<tr>
<td>Initial II</td>
<td>20%</td>
<td>25% Construction Completion</td>
</tr>
<tr>
<td>Initial III</td>
<td>20%</td>
<td>50% Construction Completion</td>
</tr>
<tr>
<td>Initial IV</td>
<td>20%</td>
<td>75% Construction Completion</td>
</tr>
</tbody>
</table>

**b. Second Capital Contribution.** The Second Capital Contribution will be paid upon the satisfaction of the conditions set forth in the Partnership Agreement, which are principally as follows: (i) lien-free construction completion of the Property substantially in accordance with the Plans and Specifications in a workmanlike manner approved by Hudson; (ii) issuance of Certificates of Occupancy for 100% of the units in the Property; (iii) receipt of an unaudited cost certification for the Property from independent accountants to the Partnership (the "Accountants"), setting forth the eligible basis and the total available Tax Credits; (iv) if not received at the Initial Closing, receipt of a carry-over allocation for the Property; (v) receipt of a pay-off letter from the general contractor or sub-contractors, as applicable; (vi) satisfactory financial condition of the Guarantor including no event of bankruptcy; (vii) receipt of prior year's income tax returns in the event such returns are then due; and (viii) satisfactory evidence that all environmental issues have been remediated.

**d. Third Capital Contribution.** The Third Capital Contribution will be paid upon the satisfaction of the conditions set forth in the Partnership Agreement, which are principally as follows: (i) closing of the permanent first mortgage loan (“Permanent Loan Closing”); (ii) receipt of final Tax Credit cost certification from the Accountants as to the amount of Tax Credits the Partnership will claim for 2020/2021 and the amount allocable to each partner (the “Final Certification”); (iii) receipt of prior year’s income tax returns in the event such returns are then due; and (iv) qualification of 100% of the set-aside apartment units in the Property for Tax Credits; (v) receipt of HUD Final Endorsement; and (vi) achievement of Breakeven level for three consecutive months (the “Breakeven Date”).

"Breakeven" shall mean that, for each such month, occupancy is at least 92.5% and that Property income (with rents not to exceed maximum allowed tax credit rents}
net of the applicable utility allowances and excluding any commercial income) exceeds expenses including replacement reserves, reassessed taxes, and permanent loan debt service (calculated on a stabilized and accrual basis) and generates debt service coverage of not less than 1.15 assuming the greater of actual or a 7.5% vacancy rate.

e. **Fourth Capital Contribution.** The Fourth Capital Contribution will be paid upon satisfaction of the conditions set forth in the Partnership Agreement, which are principally as follows: (i) receipt of Form 8609 with respect to all buildings constituting the Property; and (ii) receipt of a tax return and an audited financial statement for the year in which the Breakeven Date occurred.

If the conditions for payment of the Fourth Capital Contribution have been met except for the receipt of (ii) above, $15,000 of the Fourth Capital Contribution will be held back and paid upon receipt of the same.

Our offer is also contingent on the following financing sources and assumptions:

a. A 221d4 construction to permanent loan from a lender acceptable to the Investor in the approximate amount of $10,040,000.

b. A City of Houston loan in the approximate amount of $3,300,000 with a term of at least 20 years and a rate of 1%.

c. A $500 in-kind contribution from the City of Houston.

d. Deferred developer fee in the amount of $1,159,200.

e. Our proposal assumes that all of the debt will be structured as nonrecourse debt from a third party for tax purposes.

II. **Developer Fee**

The Developer shall receive a Developer Fee of approximately $3,186,752. The cash developer fee (non-deferred fee) estimated to be $2,027,552 shall be paid 20% at closing, 15% at the time of the Second Capital Contribution, and the balance from the Third and Fourth Capital Contributions. At this time, $1,159,200 of the Developer Fee is projected to be deferred. You have represented that the amount of the Developer Fee does not exceed the amount permitted to be paid by the Texas Department of Housing and Community Affairs. Deferred developer fees shall be paid from available cash flow as detailed in Section V and shall bear interest at the AFR. Principal payments on the deferred developer fees shall commence with the funding of the Third Capital Contribution. The General Partner agrees to make a special capital contribution to the Partnership equal to any unpaid balance of the deferred portion of the Developer Fee if such portion has not been fully paid within 13 years from the date of the payment of the Second Capital Contribution.
III. **Property Management Fee**

The management agreement, to be approved by the Investor, shall have an initial term of 1 year and shall be renewable annually thereafter, shall provide for an annual management fee not to exceed 5% of gross effective income, and shall otherwise be on commercially reasonable terms (including a termination right by the General Partner in the event of fraud/gross negligence or material default by the Manager). If the managing agent is affiliated with the General Partner, the management agreement shall provide for a deferral of up to 100% of the management fee in the event that the property does not generate cash flow sufficient to pay must-pay debt service.

IV. **Intentionally Omitted**

V. **Cash Flow Distributions**

Prior to the Third Capital Contribution
Any Cash Flow and income generated by the Property prior to the Third Capital Contribution will be allocated to the General Partner.

Subsequent to the Third Capital Contribution
Cash flow from the Property, after payment of operating expenses (including the Administrative Expense Reimbursement, current and any deferred property management fees from prior years, and debt service), replenishment of required reserves (including any reserve payments which were not made due to insufficient cash flow) and payment of any tax liability incurred by the Limited Partner ("Cash Flow"), shall be distributed annually (subsequent to the Third Capital Contribution) as follows:

a. to payment of any amounts owed to the Limited Partner;

b. to maintain the Minimum Balance in the Operating Reserve;

c. to the payment of any Operating Deficit Loans, if any;

d. 90% of Cash Flow after V(c). to
   - to Developer Fees until paid in full; and
   - the balance (if any) to the General Partner as a preferred return with an equivalent allocation of income.

e. the remainder to be split in accordance with Partnership interests.

VI. **Sale or Refinancing Proceeds**

Net sale or refinancing proceeds (i.e., after payment of, outstanding debts, liabilities other than to the General Partner and its affiliates and expenses of the Partnership and establishment of necessary reserves) shall be distributed as follows:

a. Repayment of any amounts due to the limited partners, if any;

b. Repayment of outstanding loans by the General Partner, including the Developer Fee Note (if not paid) and Operating Deficit loans; and

c. 10% to the Investor and 90% to the General Partner.
VII. General Partner Commitments

a. Low Income Housing Tax Credit Adjustment. Our offer is based upon the assumption that the Partnership will qualify for and claim $850,000 in 2020, the full amount of the Partnership's Tax Credit allocation, $1,500,000 for each year from 2021 through 2029, and $650,000 in 2030.

(i) Adjustments during equity payment (construction and leaseup) period

In the event that either the Form 8609's or the Final Certification indicate that the Property will not generate the projected aggregate amount of Tax Credits (other than as specified below), the Partnership Agreement will provide for a return of such capital, an adjustment in the amount of any unpaid Capital Contributions and/or a payment by the General Partner to the Investor, sufficient to restore the Tax Credit Ratio as defined above.

Not withstanding the preceding paragraph, in the event that the Final Certification specifies that, while the aggregate amount of Tax Credits allocable to the Partnership is unchanged, the amount of Tax Credits allocable to the Partnership in 2020/2021 is less than the amounts specified above for the corresponding years, the Second/Third/Fourth Capital Contributions will be reduced by $0.65 for each dollar by which such amount exceeds the amount of Federal Tax Credits allocable to the Partnership for such period.

(ii) Adjustments during compliance period

After the Form 8609's have been issued, in the event that the actual amount of Tax Credits which may be claimed by the Partnership is less than the amount specified in such Forms, the General Partner shall reimburse the Investor on a dollar-for-dollar basis for each lost dollar of Tax Credits plus any resulting penalties or taxes due. Similarly, if there is a recapture of Tax Credits (except from the sale or transfer of the Investor's interest in the Partnership, or due to a change of applicable tax law), the General Partner shall upon demand indemnify the Investor and its partners against any Tax Credit recapture liability (including interest, penalties and any reasonable related legal or accounting costs) which they may incur during the Compliance Period.

b. Development Deficit Guarantee. The General Partner shall be responsible for completion of the Property in a workmanlike manner, in accordance with approved plans and specifications, free and clear of all liens. To the extent that the costs of construction and operations until the Breakeven Date exceed the amount of any funding by approved permanent third party lenders, any unpaid Developer Fees and the amount of the Investor's capital commitment (adjusted as set forth above), the General Partner shall pay all such costs and expenses connected with development and construction of the Property, including all operating expenses of the Property until the Breakeven Date has been achieved. The development budget shall include an owner’s hard cost contingency of at least 5% of the construction contract amount which shall be outside the contractor’s control. The general contractor shall provide
a payment and performance bond or a letter of credit with terms acceptable to Hudson.

c. **Operating Deficit Guarantee.** The General Partner shall make interest free loans to the Partnership (repayable from cash flow and/or sale and refinancing proceeds as described above) equal to any Operating Deficits (including the Minimum Deposit described in VII e. below and the administration fee described in VIII. a. below) incurred during the period beginning on the Breakeven Date and ending on the completion of three consecutive years of Breakeven operations, in an amount not to exceed 12 months of underwritten operating expenses in the aggregate (the “Operating Deficit Guaranty”).

An Operating Reserve in an amount equal to six months expenses and debt service shall be funded at the time of the Third Capital Contribution. The General Partner shall be obligated to fund this reserve and any draws shall require the consent of the SLP and shall be allowed only subsequent to the expiration of the Operating Deficit Guaranty. The Operating Reserve shall be maintained for the duration of the compliance period and any draws shall be replenished from Cash Flow (the “Minimum Balance”).

d. **Obligations of General Partner.** Immediately following the occurrence of any of the following events, (x) the General Partner shall admit the Special Limited Partner or its designee as the managing general partner of the Partnership and, at the option of the Investor, withdraw from the Partnership; or, (y) at the option of the Investor with respect to any of the events described in clauses (i) through (v) below, repurchase the Investor's interest in the Partnership: (i) an IRS Form 8609 is not issued with respect to each of the buildings in the Property in a timely manner after each such building has been placed in service; (ii) the Property is not fully placed in service by December 31, 2020; (iii) the permanent loan commitment is canceled or substantially modified, and a suitable replacement loan to be approved by the Investor is not obtained or if the Property qualifies for a permanent loan not sufficient to balance the sources and uses of funds; (iv) permanent loan closing has not occurred not later than December 31, 2021; (v) the Partnership fails to meet the minimum set aside test (as defined in Section 42 of the Code) or fails to execute and record a Tax Credit Extended Use Commitment by the close of the first year of the Credit Period; (vi) the Partnership shall have been declared in default by any mortgage lender or under the tax credit allocation or foreclosure proceedings have been commenced against the Property and such default is not cured or such proceeding is not dismissed within 30 days; or (vii) there is a material violation of the Partnership Agreement by the General Partner or if the property manager is an affiliate of the General Partner, a material violation of the management agreement by the manager which causes material adverse harm to the Investor, the Partnership or the Property.

If the Investor elects to have its interest repurchased by the General Partner, the repurchase price shall be equal to 105% of the Total Equity, less amounts not yet paid, plus interest at Prime + 1%.
e. **Replacement Reserve.** Commencing with the month following Completion, the Partnership will make a minimum monthly replacement reserve deposit (the "Minimum Deposit") equal to (on an annualized basis) the greater of (i) the amount required by the permanent lender and (ii) $250/unit. The amount of the Minimum Deposit shall be increased annually by a percentage (the “CPI Percentage”). If the sum of all lender-imposed monthly replacement reserve deposits is less than the Minimum Deposit, Investor will establish a separate account into which the General Partner will deposit the difference. Any interest earned on such account shall become a part thereof.

f. **Reporting.** The Partnership will be required to furnish Investor with (a) quarterly unaudited financial statements within 45 days after the end of each quarter of the fiscal year; (b) annual audited financial statements within 60 days after the end of each fiscal year; (c) an annual budget for each fiscal year of the Partnership, not later than November 1 of the preceding year; and (d) the Partnership's tax returns and K-1 forms within 60 days after the end of each fiscal year. The penalty for any failure to deliver Partnership tax returns or K-1 forms prior to the specified deadline shall be (i) $50 per day for the first seven days after such deadline, (ii) $100 per day for the next seven days and (iii) $150 per day thereafter, provided that the amount of such penalty shall not exceed $3,000 in any year.

VIII. **Fees to Affiliates of Hudson**

a. **Administrative Expense Reimbursement.** An affiliate of Hudson shall receive an annual administrative expense reimbursement from the Partnership in the amount of $7,500, which amount shall be increased annually by the CPI Percentage. Any unpaid amounts shall accrue.

IX. **Representations, Warranties and Covenants**

The General Partner shall make certain representations and warranties as to the Partnership, the General Partner and the Property to be set forth in the Partnership Agreement.

X. **Accountants**

The Accountants for the Partnership (“Accountants”) shall be CohnReznick or another firm approved by the Investor. The Accountants shall prepare tax and financial reports as set forth in the Partnership Agreement, and the Final Certification referred to in I.c., above.

XI. **Investment Partnership Rights**

The Partnership Agreement will provide certain approval rights as to major actions proposed to be taken by the General Partner. The Investor shall have the right to remove the General Partner and the Manager for cause.

XII. **Insurance**

At the closing, the General Partner shall provide for title insurance satisfactory to counsel to the Investor in an amount equal to the sum of all Capital Contributions, all mortgage loans and
the amount of any Development Fee Note. Prior to the payment of any additional installment of the Capital Contribution, a "date down" of such policy shall be provided. The General Partner shall provide for (i) liability (general and excess) insurance in an amount of at least $6,000,000 (increased biennially by the CPI Percentage), (ii) hazard insurance (including boiler and machinery coverage) and flood insurance (to the extent that the property is in a 100 year flood zone) in an amount of not less than the full replacement value of the Property, (iii) rental loss insurance for a period of 12 months after the date of loss and (iv) law and ordinance coverage with no sublimit, including changes in law and ordinances enacted during the course of reconstruction. Builder's risk insurance shall be provided during construction. Architects shall submit evidence of errors and omissions coverage, in amounts reasonably satisfactory to the Investor. Workers compensation insurance shall be provided as to any entity with employees working at the Apartment Complex. All policies shall name the Investor as an additional insured and shall otherwise be subject to Investor approval.

**XIII. Indemnity Agreement**

The General Partner shall indemnify the Investor, Hudson and its affiliates, and their respective officers, directors for any untrue statement of a material fact or omission to state a material fact necessary to make any such statement, in light of the circumstances under which they were made, not misleading, by the General Partner or its agents set forth in any document delivered by the General Partner or its agents in connection with the acquisition of the Property, the investment by the Investor in the Partnership and the execution of the Partnership Agreement.

**XIV. General Conditions**

Payment of the Second/Third/Fourth Capital Contributions shall be conditioned upon completion of an appropriate due diligence review by the Investor to confirm that there have been no changes in material circumstances affecting the Property, including (i) receipt of estoppel letter(s) from all lenders, (ii) review of title (including a "date-down" endorsement), survey, environmental and other legal and regulatory matters, (iii) receipt of a "date-down" legal opinion from counsel to the Partnership and (iv) certification by the General Partner as to the continued accuracy of representations and warranties made in the Partnership Agreement.

**XV. Right of First Refusal**

The General Partner and Developer shall grant Hudson a right of first refusal to purchase any Tax Credits generated by any subsequent phase of the Property which may be developed. Any terms and conditions of such purchase (other than the price and timing of equity payments) shall be on substantially the same terms as this letter.
XVI. **Conditions to Closing**

Hudson has completed the following due diligence as of the issuance of this letter:

1. Evaluated the financial feasibility of the Project including the site location;
2. Reviewed the financial capacity of the guarantor;
3. Reviewed the financial capacity and experience of the general contractor.

Closing of this transaction is contingent upon the following:

1. Completion of Hudson’s final due diligence and underwriting process, including but not limited to, approval of the final plan and cost review and receipt of all zoning and plan approvals;
2. Receipt of an allocation of 9% Federal Tax Credits from TDHCA in the annual amount of $1,500,000;
3. Closing of the Construction Loan with a lender acceptable to Hudson.

Hudson is aware that Fulton on the Rail is expecting to close before October 31, 2018 and will work with the parties involved to ensure the deadline is met.

At closing, Hudson shall be reimbursed up to $50,000 for its legal and due diligence related expenses. The General Partner understands that any consultant, engineering, environmental or other, selected for the project shall be acceptable to the lender and to the equity investor and that the Partnership shall bear the cost of fees associated with pre-construction feasibility studies, structural analysis, and monthly inspections. In the event this commitment is terminated or the transaction does not close, Hudson shall be reimbursed for its legal and due diligence expenses incurred to date.

Additionally, approval of this transaction is subject to Hudson’s final Investment Committee approval in its sole and absolute discretion. Specifically, the Tax Credit Ratio and Total Capital Contribution identified in Section I are based on current market conditions. Any substantial change in such market conditions, including but not limited to higher interest rates, shall cause the Investor, in its sole discretion, to modify the Tax Credit Ratio.
By executing this commitment and in consideration of the substantial expenses to be incurred by Hudson and its affiliates in legal and accounting fees and for due diligence, you agree that you and your affiliates will not offer any interest in the Property to any other party unless this commitment is terminated by mutual consent or unless you are notified that, pursuant to its due diligence, the Investor will not complete its investment in the Partnership, which notification shall be given not later than 45 days from our receipt of this commitment executed by you, subject to extension in the event of any delay on your part in furnishing the requested due diligence materials. This commitment will terminate on August 31, 2018.

Sincerely,

Hudson Housing Capital LLC

By: __________________________
Joshua Lappen
Vice President

ACCEPTED AND AGREED TO
THIS _____ DAY OF ________, 2018

By: __________________________
Name:
Title:
March 1, 2018

Mr. Chris Akbari
Houston 5009 Fulton, LP
9 Greenway Plaza, Suite 1250
Houston, Texas 77046

RE: 221(d)4 Construction and Permanent Financing for Fulton on the Rail

Dear Mr. Akbari,

We have reviewed the financial and construction package you submitted in conjunction with your application for the construction of the development referenced above through the HUD 221(d)4 loan program. Based on the information received, Davis-Penn Mortgage Co. ("DPMC") would be willing to provide construction and permanent financing under the following terms:

**Loan Amount** – $10,040,000

**Interest Rate** – Construction Loan – 4.50%

Permanent Loan – 4.50%; this rate is fixed for the entire loan term.

A 0.35% Mortgage Insurance Premium on the outstanding loan balance will also be charged for the life of the loan.

**Amortization** – Construction Loan – Interest only up to 24 months

Permanent Loan – 40 years

**Minimum Debt Coverage** – 1.15:1

**Annual Debt Service, Including MIP** – $574,750

**Collateral** - First lien on all property and improvements located at 5009 Fulton, Houston, TX

**Financing Fee** – 1%

**Placement Fee** – 1%

**Recourse** - None
In addition to your monthly payments of principal and interest, you will be expected to make monthly escrow deposits for mortgage insurance, property insurance, taxes and replacement reserves.

The attached 15-year pro forma was prepared by The ITEX Group, LLC, an affiliate of the Mortgagor, Houston 5009 Fulton, LP, for Fulton on the Rail located in Houston, TX. The pro forma is consistent with the unit rental rate assumptions, total operating expenses, net operating income, and debt service coverage based on DPMC’s current underwriting parameters and consistent with the loan terms indicated in the term sheet and is preliminarily considered feasible, pending further due diligence review. The debt service for each year maintains no less than a 1.16:1 debt coverage ratio.

Additionally, we have performed a preliminary review of the credit worthiness of Houston 5009 Fulton, LP, ITEX, and its Principals. At this time, DPMC has no reservations with the Development, Development Owner, or any of its Principals. You have closed five previous 221(d)4 loans with us. You have ample liquidity to complete the development, and meet DPMC’s Working Capital requirements for this loan, and we have determined you are an acceptable credit risk. We anticipate no additional guarantors or financial strength will be needed to facilitate a loan to this borrower, other than those requirements disclosed herein.

We are aware of the 2018 TDHCA QAP requirements to close the loan no later than October 31, 2018. In order to ensure a closing on or before this date, the following milestones must be met:

1) 70% complete Plans and Specifications, and construction costs must be received by May 31, 2018
2) HUD Firm Application filing by July 31, 2018
3) Issuance of a Firm Commitment by HUD by September 30, 2018

This commitment will expire on August 31, 2018 and is contingent upon our final underwriting and the issuance of a Commitment to Insure from the U.S. Department of Housing and Urban Development. I look forward to working with you on this project. If you have any questions, please don’t hesitate to call me.

Sincerely,

Ray Landry
Vice President

Accepted this _____ day of March, 2018

By: ____________________________
    Mr. Chris Akbari
    Houston 5009 Fulton, LP
Proposal for Architectural Services

For the following project:

Fulton on the Rail
Project Number: 2018014

A rental housing project consisting of approximately 146 residential units located in Houston, Texas.

The project is assumed to have four (4) unit types resulting in a project unit average of approximately 930 net SF. The proposal is based on the assumption that the unit plan designs from other JHP projects will be substantially repeated in the design of this project.

The project scope includes the design of one (1) contiguous residential building that is described as being four (4) stories in height, wood-frame over a two level concrete parking structure. Approximately 2,311 SF of leasing and amenity will be located at the first, second and third floor of the building. The building will utilize internal, conditioned corridors with elevator, trash chute and exit stairs.

Required parking will be provided in the parking garage.

It is assumed that the project will utilize tax credits along with conventional financing and that zoning is currently in place for the project.
Project Team

We have assembled a team of qualified professionals for this project; each experienced in multifamily projects. Your proposed team is as follows:

Architect

JHP Architecture / Urban Design
8340 Meadow Road, Suite 150
Dallas, TX 75231-3766
214-363-5687
John Schrader, AIA Principal in Charge

Structural Engineer

To be provided by owner

MEP Engineer

To be provided by owner

Interior Design

To be provided by Owner

Landscape Architect

To be provided by Owner

Civil Engineer

To be provided by Owner
Scope of Basic Services for the Project:

Architectural Services

Site Analysis Phase
- Provide density study / conceptual site planning
- Provide electronic building footprints to the Owner's civil engineer

Schematic Design Phase
- Unit floor plans at 1/8"=1'-0"
- Building plan diagrams
- Two (2) conceptual exterior elevations
- Project data tabulation
- Attendance at one (1) review / coordination meeting

Design Development Phase
- Unit plans at 1/4"=1'-0"
- Building plans at 1/8"=1'-0"
- Exterior elevations at 1/8"=1'-0"
- Project data tabulation
- Typical wall sections and details
- Attendance at one (1) review / coordination meeting

Construction Document Phase
- Detailed drawings to obtain a Building Permit and for Construction
  - Issue 50% Construction Documents
  - Issue Bid Set / Building Permit set of Construction Documents
  - Issue Approved-For-Construction (AFC) set of documents
- Attendance at two (2) review / coordination meetings

Bidding Phase (Limited to 60 hours)
- Assist the Owner in bidding the project with the Owner's selected Contractor
- Limited value engineering revisions

Construction Phase - Administration of the Contract for Construction
- Shop Drawing and Submittal Review
- Responding to Contractor Requests for Information (RFI's)
- Fourteen (14) once monthly full-day, on-site construction visits and reports

Services are described in detail in AIA Document B-101, 2007 edition
Services for a waterproofing consultant are not included in the proposal but these services will be required as part of the Contract Documents. These services are to be provided by either the Contractor or the Owner.

Services for an accessibility consultant are not included in the proposal but these services are recommended by the Architect.

Proposed Fees

<table>
<thead>
<tr>
<th>Phase</th>
<th>Fee</th>
<th>Markup</th>
</tr>
</thead>
<tbody>
<tr>
<td>Site Analysis Phase (includes fees to date for tac credit package)</td>
<td>$7,500</td>
<td>2%</td>
</tr>
<tr>
<td>Schematic Design Phase</td>
<td>$45,000</td>
<td>11%</td>
</tr>
<tr>
<td>Design Development Phase</td>
<td>$57,500</td>
<td>15%</td>
</tr>
<tr>
<td>Construction Document Phase</td>
<td>$180,000</td>
<td>45%</td>
</tr>
<tr>
<td>Reimbursable Expenses</td>
<td>not included</td>
<td></td>
</tr>
<tr>
<td><strong>Total Design Services</strong></td>
<td><strong>$290,000</strong></td>
<td></td>
</tr>
<tr>
<td>Bidding or Negotiation Phase</td>
<td>$10,500</td>
<td>3%</td>
</tr>
<tr>
<td>Construction Phase</td>
<td>$95,520</td>
<td>24%</td>
</tr>
<tr>
<td>Reimbursable Expenses</td>
<td>not included</td>
<td></td>
</tr>
<tr>
<td><strong>Total Construction Administration Services</strong></td>
<td><strong>$106,020</strong></td>
<td></td>
</tr>
</tbody>
</table>

**Total Services** $396,020 100%

Reimbursable expenses include reprographic printing and reproduction, travel expenses and overnight and local delivery expenses. Reimbursable expenses will be invoiced to the Owner at cost plus a 10% markup for handling.
Additional Services

Under Basic Services, this proposal does not include the following:

Services of Consultants listed under the Owners Responsibilities previously noted.
Geotechnical Consulting
Traffic planning consulting services
Structural Design for site retaining walls
Signage and Graphic Design Services
Revisions to previously approved plans
Models, renderings or 3-D electronic modeling, unless noted otherwise
Providing electronic or print copies of drawings to other than the Owner
Cost estimates or statements of probable cost
Photography or brochure printing
Meetings or special exhibits for zoning or special approval requirements, unless noted otherwise
Exterior color selections in excess of the initial color pallet and one revision
Additional meeting time beyond the number of meetings identified
Separate, partial submission of documents for foundation, shell or interior permits
No electrical power conditioning or emergency power systems except as required by code
MEP services beyond 5'-0" from building face (except site lighting)
Fire protection services beyond criteria specifications incl. preparation of hydraulic calculations
Low voltage electrical systems, including voice, data, security or other system wiring or designs
Design services for commercial food preparation or food service facilities
Value Engineering revisions beyond minor adjustments to plans and specifications
Exterior building envelope waterproofing consultant
LEED or other “green building” design or certification services beyond those included above
Excludes Technical Advisor Scope for EarthCraft Sustainability Program
Implementation of proprietary Construction Management software
Providing as-built documents

In the event Additional Services are required, additional Architectural Services would be provided on the basis of the attached Schedule of Hourly Rates. Estimates can be provided at the time of authorization, or the Owner can alternatively request fixed fee proposals.

Payment

Statements for professional services and reimbursable expenses will be submitted monthly based on a percentage of completion with payment due within thirty (30) days.

Payments not received within thirty (30) days of the date of the Architect's statement shall be subject to the addition of one half percent (0.5%) per month (6% Annual Percentage Rate) for the unpaid balance.

Terms

The terms of the Agreement Between the Owner and the Architect shall be governed by terms defined in the AIA Document B-101, 2007 Edition modified to reflect the understanding stated above.

JHP reserves the right to renegotiate the terms of this proposal if it is not executed during a six (6) month period, if the Owner's project requirements substantially deviates from the scope described in this proposal or if the Owner substantially accelerates the project schedule.

LIMITATION OF LIABILITY: NEITHER THE ARCHITECT, THE ARCHITECT'S CONSULTANTS, NOR THEIR AGENTS OR EMPLOYEES SHALL BE JOINTLY OR INDIVIDUALLY LIABLE TO THE OWNER IN AN AMOUNT IN EXCESS OF THE CURRENTLY MAINTAINED AND AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE CARRIED BY THE ARCHITECT.
Respectfully Submitted

John Schrader, AIA, Vice President

Accepted

ITEX

Bobken Simonians

Enclosures:

- Breakdown of Consultant Fees
- Breakdown of Architectural Construction Administration Fees
- Schedule of Hourly Rates

End of Proposal

Proposal - Scott Boulevard Seniors 01.xls
## Breakdown of Consultant Fees

### Summary of Design Phase Proposed Fees:

<table>
<thead>
<tr>
<th></th>
<th>Site</th>
<th>SD</th>
<th>DD</th>
<th>CD</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Architect</td>
<td>$7,500</td>
<td>$45,000</td>
<td>$57,500</td>
<td>$180,000</td>
<td>$290,000</td>
</tr>
<tr>
<td>Structural Engineer</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>MEP Engineer</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Landscape Architect</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Interior Designer</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Civil Engineer</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Reimbursable</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$7,500</td>
<td>$45,000</td>
<td>$57,500</td>
<td>$180,000</td>
<td>$290,000</td>
</tr>
</tbody>
</table>

### Summary of Construction Phase Proposed Fees:

<table>
<thead>
<tr>
<th></th>
<th>BID</th>
<th>CA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Architect</td>
<td>$10,500</td>
<td>$95,520</td>
</tr>
<tr>
<td>Structural Engineer</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>MEP Engineer</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Landscape Architect</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Interior Designer</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Civil Engineer</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Reimbursable</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$10,500</td>
<td>$95,520</td>
</tr>
</tbody>
</table>

### Summary of Proposed Fees:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Architect</td>
<td>$396,020</td>
</tr>
<tr>
<td>Structural Engineer</td>
<td>$0</td>
</tr>
<tr>
<td>MEP Engineer</td>
<td>$0</td>
</tr>
<tr>
<td>Landscape Architect</td>
<td>$0</td>
</tr>
<tr>
<td>Interior Designer</td>
<td>$0</td>
</tr>
<tr>
<td>Civil Engineer</td>
<td>$0</td>
</tr>
<tr>
<td>Reimbursable</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$396,020</td>
</tr>
</tbody>
</table>
## Breakdown of Architectural Construction Administration Fees

<table>
<thead>
<tr>
<th>Category</th>
<th>Fees</th>
<th>Percentage</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Administration</td>
<td>$17,193</td>
<td>18%</td>
<td>76</td>
</tr>
<tr>
<td>Submittal Review</td>
<td>$16,238</td>
<td>17%</td>
<td>120</td>
</tr>
<tr>
<td>RFI responses</td>
<td>$32,476</td>
<td>34%</td>
<td>240</td>
</tr>
<tr>
<td>Site observation</td>
<td>$29,611</td>
<td>31%</td>
<td>128</td>
</tr>
<tr>
<td>LEED coordination</td>
<td>$0</td>
<td>0%</td>
<td>0</td>
</tr>
</tbody>
</table>

**Total:** $95,520 100% 564 hours

Please note that hours actually spent in each category will be analyzed after the end of six (6) months and compared to the actual construction schedule and performance.

A construction schedule of fourteen (14) months has been assumed for purposes of this proposal.
## Schedule of Hourly Rates

<table>
<thead>
<tr>
<th>Position</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal</td>
<td>$ 210.00</td>
</tr>
<tr>
<td>Associate Principal</td>
<td>$ 180.00</td>
</tr>
<tr>
<td>Senior Associate</td>
<td>$ 160.00</td>
</tr>
<tr>
<td>Senior Project Manager</td>
<td>$ 155.00</td>
</tr>
<tr>
<td>Project Manager</td>
<td>$ 145.00</td>
</tr>
<tr>
<td>Senior Project Coordinator</td>
<td>$ 125.00</td>
</tr>
<tr>
<td>Project Coordinator</td>
<td>$ 120.00</td>
</tr>
<tr>
<td>Technician III</td>
<td>$ 100.00</td>
</tr>
<tr>
<td>Technician II</td>
<td>$ 90.00</td>
</tr>
<tr>
<td>Technician I</td>
<td>$ 85.00</td>
</tr>
<tr>
<td>Senior Administrative</td>
<td>$ 120.00</td>
</tr>
<tr>
<td>Administrative</td>
<td>$ 70.00</td>
</tr>
</tbody>
</table>
Houston 5009 Fulton, LP  
3735 Honeywood Court  
Port Arthur, Texas 77642  

February 21, 2018  

ICON Builders, LLC  
Attn: Kevin Hardy  
3735 Honeywood Court  
Port Arthur, TX 77642  

Re: Houston 5009 Fulton, LP – Selection of General Contractor  

Dear Mr. Hardy:  

This letter is to confirm ICON Builders, LLC has been chosen as the General Contractor for Houston 5009 Fulton, LP’s development called Fulton on the Rail.  

The Construction Agreement will be signed on or before October 30, 2018.  

If you have any questions or concerns, please feel free to contact me at 832-941-5343.  

Sincerely,  

[Signature]  

Christopher A. Akbari  
Authorized Representative
February 28, 2018

Houston 5009 Fulton, LP
C/o ITEX Group
3735 Honeywood Court
Port Arthur, Texas 77642

Attn: Mrs. Miranda Sprague

Re: Proposal for Geotechnical Investigation for
Fulton Road
Houston, Texas

Science Engineering, Ltd. (SEL) is pleased to submit the following proposal for a soil and foundation investigation. The purpose of the study is to explore subsurface soil conditions and to develop recommendations for the design of the foundation and paving of the proposed project referenced above.

Field exploration will consist of six (6) core borings drilled to depths of approximately sixty (60) feet below existing ground surface. Suitable representative portions of all samples will be sealed and packaged for transportation to our laboratory. A laboratory testing program will be planned to determine the pertinent physical properties of the foundation soils. An engineering analysis will be made of the field and laboratory data. From this analysis, recommendations for foundation design criteria will be developed. The findings, conclusions and recommendations of SEL will be presented in an engineering report.

The estimated cost of this service will not exceed $14,600.00 without your prior approval.

Upon your acceptance of this estimate, we will begin the field exploration. The investigation will be completed subsuming a written report within the following two weeks.

Respectfully submitted for the firm;

Yousef Rahmani, P.E.
President

Accepted By:

Signature Date

Printed Name

P.O. Box 2048 / Nederland, Texas 77627 / Tel.: (409) 982-0686 or (409) 727-2218
Fax: (409) 982-0619 / e-mail: yousef@science-engineer.com
1. **Site Acreage**
   
   Please identify site acreage as listed in each of the following exhibits/documents.
   
<table>
<thead>
<tr>
<th>Site Control</th>
<th>Site Plan</th>
<th>Appraisal</th>
<th>ESA</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.57</td>
<td>1.54</td>
<td>N/A</td>
<td>Address</td>
</tr>
</tbody>
</table>

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

   Please provide an explanation of any discrepancies in site acreage below:
   
   The survey was performed following execution of site control and confirms that the site is 1.54 acres.

2. **Site Control - §10.204(10)**
   
   The current owner of the Development Site is (If scattered site & more than one owner refer to Tab 13):

<table>
<thead>
<tr>
<th>Entity Name</th>
<th>Contact Name</th>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
<th>Date of Last Sale</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>No</td>
</tr>
</tbody>
</table>

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

   If "Yes," please explain:

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

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Relationship</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

   Site Control is in the form of:

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

   Expiration of Contract or Option: **11/30/2018**  Anticipated Closing Date: **10/31/2018**

   - [X] Title Commitment or Title Policy is included behind this tab (per §10.204(12)).
3. **Site Control - §10.204(10)**

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

Is land for ingress and/or egress and any easements held separate from the property described in the site control documents?  

[ ] No

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

---

4. **30% increase in Eligible Basis "Boost" (9% and 4% HTC Only) - §11.4(c)**

Development qualifies for the boost for:

[ ] Qualified Census tract that has less than 20% HTC Units per household

[ ] Development is located in a Small Area Difficult Development Area (SADDA)

[ ] Rural Development (Competitive HTC only)

[ ] Development is entirely Supportive Housing (Competitive HTC Only)

[ ] Development meets the criteria for the Opportunity Index as identified in §11.9(c)(4) of the Qualified Allocation Plan (Competitive HTC only)

[ X ] Development is in an area covered by a concerted revitalization plan and elects and is eligible for points under §11.9(d)(7), is not Elderly, and is not located in a QCT. (Competitive HTC only)

[ ] Development includes an additional 10% of units at 30% AMI. Must be in addition to the number of units needed for any scoring item or any other funding source from MF Direct Loan requirements. (Competitive HTC only)

[ ] Development is in a QCT with 20% or greater Housing Tax Credit Units per household, and a resolution from the Governing Body of the appropriate municipality or county allowing the construction of the Development is included behind Tab 8**

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

If a revised form is submitted, date of submission:  

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

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

### Increase in Eligible Basis (30% Boost)

- **Resolution from the Governing Body of the appropriate municipality or county allowing the construction of the Development, if applicable.**
- **Census tract map that includes the 11-digit census tract number and clearly shows that the proposed Development is located within a QCT, if applicable.**
- **SADDA map clearly showing the Development is located within the boundaries of a SADDA, if applicable.**

### Site & Neighborhood Standards (New Construction Direct Loan only)

Confirm the following supporting documents are provided behind this tab.

- **Letters on company letterhead from local utility providers confirming the site has access to the following services: water and wastewater/sewer, electricity, garbage disposal and natural gas, if applicable.**
- **Statement explaining how the Development will promote greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low-income persons.**
- **DP-1 Profile of General Demographic Characteristics (2010) Census data for the census tract and city (and county if proposed site is located in a rural area) where the proposed site will be located. DP-1 Census data can be accessed using the Advanced Search option at www.census.gov.**
- **A statement confirming that travel time and cost via public transportation or private automobile, from the neighborhood to places of employment providing a range of jobs for lower-income workers, is not excessive. This is not applicable for Developments proposing to serve Elderly.**
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: Fulton Interests, a Texas LLC

Address: PO Box 161221, Austin, TX 78716
Phone: (832)224-6200  E-mail: hbeard@horacebeard.com
Fax: ____________________________  Other: ____________________________

Buyer: ltex Acquisitions, L.L.C., a Texas LLC

Address: 9 Greenway Plaza, Suite 1250, Houston, TX 77046
Phone: (713)963-8660  E-mail: Bobken.Simonians@ltexgrp.com
Fax: ____________________________  Other: ____________________________

2. PROPERTY:

A. "Property" means that real property situated in Harris County, Texas at 1.1239 acres (49,153 sf) 5009 and 5007 Fulton St and 5004 Sharman St., Houston TX 77009 (address) and that is legally described on the attached Exhibit A or as follows:

Tracts 1A, 1B, 2A, 2B and 3B, Sharman Tract, Abst 1 J Austin, Houston, Harris County, TX.
Survey attached.

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

(1) all buildings, improvements, and fixtures;

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

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

(4) Seller's interest in all licenses and permits related to the Property;

(5) Seller's interest in all third party warranties or guaranties, if transferable, relating to the Property or any fixtures;

(6) Seller's interest in any trade names, if transferable, used in connection with the Property; and

(7) all Seller's tangible personal property located on the Property that is used in connection with the Property's operations except: ____________________________.

Any personal property not included in the sale must be removed by Seller prior to closing.

(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.)

(If the Property is a condominium, attach Commercial Contract Condominium Addendum (TAR-1930).)

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

A. Cash portion payable by Buyer at closing .................... $ 1,500,000.00

B. Sum of all financing described in Paragraph 4 ................... $ see Special Provisions

C. Sales price (sum of 3A and 3B) ... $ 1,500,000.00

(TAR-1801) 1-1-16 Initialed for Identification by Seller and Buyer ____________________________ ____________________________  Page 1 of 14
4. **FINANCING:** Buyer will finance the portion of the sales price under Paragraph 3B as follows:

- **A. Third Party Financing:** One or more third party loans in the total amount of $15,000.00. 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 $15,000.00.

- **C. Seller Financing:** The delivery of a promissory note and deed of trust from Buyer to Seller under the terms of the attached Commercial Contract Financing Addendum (TAR-1931) in the amount of $15,000.00.

5. **EARNEST MONEY:**

- **A.** Not later than 3 days after the effective date, Buyer must deposit $15,000.00 as earnest money with **Texas Regional Title** (title company) at 7675 Polsum, Bldg 100, Beaumont, TX 77706 (address) Molley Mallet (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) prior to Buyer's right to terminate under Paragraph 7B expires; or
  - (ii) 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, SURVEY, AND UCC SEARCH:**

- **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.
  3. Within 30 days after the effective date, Seller will furnish Buyer a commitment for title insurance (the commitment) including legible copies of recorded documents evidencing title exceptions. Seller authorizes the title company to deliver the commitment and related documents to Buyer at Buyer's address.
B. Survey: Within 20 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. UCC Search:

(1) Within ______ days after the effective date, Seller, at Seller’s expense, will furnish Buyer a Uniform Commercial Code (UCC) search prepared by a reporting service and dated after the effective date. The search must identify documents that are on file with the Texas Secretary of State and the county where the Property is located that relate to all personal property on the Property and show, as debtor, Seller and all other owners of the personal property in the last 5 years.

(2) Buyer does not require Seller to furnish a UCC search.

D. Buyer’s Objections to the Commitment, Survey, and UCC Search:

(1) Within ___ 10 ___ days after Buyer receives the commitment, copies of the documents evidencing the title exceptions, any required survey, and any required UCC search, Buyer may object 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 to the real or personal property described in Paragraph 2 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 Buyer actually receives the survey; or (ii) 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 6D 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: **Seller shall deliver the Property vacant without tenants or third parties in possession of any of the premises no later than 5 days before Closing.**

B. Feasibility Period: Buyer may terminate this contract for any reason within before 8/1/18 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 earnest money, 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 independent consideration, 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. Seller, at Seller's expense, will turn on all utilities necessary for Buyer to make inspections, studies, or assessments.

3. 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.

4. 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 10 days after the effective date, Seller will deliver to Buyer. (Check all that apply.)

(TAR-1807) 1-1-16
Initialed for Identification by Seller and Buyer

Produced with zipForm® by zipForm®, 18070 Fult o n Road, Fraser, Michigan 48026  www.zipForm.com
IX Fulton
(a) a current rent roll of all leases affecting the Property certified by Seller as true and correct;
X (b) copies of all current leases pertaining to the Property, including any modifications, supplements, or amendments to the leases;
X (c) a current inventory of all personal property to be conveyed under this contract and copies of any leases for such personal property;
(d) copies of all notes and deeds of trust against the Property that Buyer will assume or that Seller will not pay in full on or before closing;
X (e) copies of all current service, maintenance, and management agreements relating to the ownership and operation of the Property;
(f) copies of current utility capacity letters from the Property's water and sewer service provider;
(g) copies of all current warranties and guaranties relating to all or part of the Property;
(h) copies of fire, hazard, liability, and other insurance policies that currently relate to the Property;
X (i) copies of all leasing or commission agreements that currently relate to the tenants of all or part of the Property;
X (j) a copy of the "as-built" plans and specifications and plat of the Property;
X (k) copies of all invoices for utilities and repairs incurred by Seller for the Property in the 24 months immediately preceding the effective date;
X (l) a copy of Seller's income and expense statement for the Property from __________ to __________;
X (m) copies of all previous environmental assessments, geotechnical reports, studies, or analyses made on or relating to the Property;
X (n) real & personal property tax statements for the Property for the previous 2 calendar years; and
X (o) Tenant reconciliation statements including, operating expenses, insurance and taxes for the Property from __________ to __________; and
X (p) any existing title commitments

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

B. 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;
Commercial Contract - Improved Property concerning 1.12839 acres (49,153 sf) 5009 and 5007 Fulton St and 5004 Sharman St., Houston TX 77009

(3) any non-occupancy of the leased premises by a tenant;
(4) any advance sums paid by a tenant under any lease;
(5) any concessions, bonuses, free rents, rebates, brokerage commissions, or other matters that affect any lease; and
(6) 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 1938 - Commercial Tenant Estoppel Certificate and any additional information requested by a third party lender providing financing under Paragraph 4 if the third party lender requests such additional information at least 10 days prior to the earliest date that Seller may deliver the signed estoppel certificates.

9. **BROKERS:**

**A.** The brokers to this sale are:

<table>
<thead>
<tr>
<th>Principal Broker: Steve Durso Properties</th>
<th>Cooperating Broker: Colliers International Houston, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agent: Steve Durso</td>
<td>Agent: Kelly Hutchinson</td>
</tr>
<tr>
<td>Address: PO Box 161221 Austin, TX 78716</td>
<td>Address: 1233 W Loop S, Suite 900 Houston, TX 77027</td>
</tr>
<tr>
<td>Phone &amp; Fax: (512)789-3656</td>
<td>Phone &amp; Fax: 713-830-2146</td>
</tr>
<tr>
<td>E-mail: <a href="mailto:sdursosproperties@gmail.com">sdursosproperties@gmail.com</a></td>
<td>E-mail: <a href="mailto:kelly.hutchinson@colliers.com">kelly.hutchinson@colliers.com</a></td>
</tr>
<tr>
<td>License No.: 347276</td>
<td>License No.: 20114</td>
</tr>
</tbody>
</table>

**Principal Broker:** (Check only one box.)
- X 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 14 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.

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

<table>
<thead>
<tr>
<th>Principal Broker a total cash fee of:</th>
<th>Cooperating Broker a total cash fee of:</th>
</tr>
</thead>
<tbody>
<tr>
<td>[ ] __________% of the sales price.</td>
<td>X 3.000 % of the sales price.</td>
</tr>
</tbody>
</table>

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.

(TAR-1801) 1-1-16

Initiated for identification by Seller [ ] and Buyer [ ]
10. CLOSING:

A. The date of the closing of the sale (closing date) will be on or before the later of:
   (1) ___ days after the expiration of the feasibility period.
   (X) November 30, 2018 (specific date).
   (2) 7 days after objections made under Paragraph 6D 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 to Buyer, at Seller’s expense, a [ ] general [X] special warranty deed. The deed must include a vendor’s lien if any part of the sales price is financed. The deed must convey good and indefeasible title to the Property and show no exceptions other than those permitted under Paragraph 6 or other provisions of this contract. Seller must convey the Property:
   (1) with no liens, assessments, or Uniform Commercial Code 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) a bill of sale with warranties to title conveying title, free and clear of all liens, to any personal property defined as part of the Property in Paragraph 2 or sold under this contract;
   (3) an assignment of all leases to or on the Property;
   (4) to the extent that the following items are assignable, an assignment to Buyer of the following items as they relate to the Property or its operations:
      (a) licenses and permits;
      (b) maintenance, management, and other contracts; and
      (c) warranties and guarantees;
   (5) a rent roll current on the day of the closing certified by Seller as true and correct;
   (6) evidence that the person executing this contract is legally capable and authorized to bind Seller;
   (7) 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 with applicable tax law; and (ii) deliver the amount to the Internal Revenue Service together with appropriate tax forms; and
   (8) 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 the issuance of the title policy, all of which must be completed and executed 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 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.
Commercial Contract - Improved Property concerning 1.12839 acres (49,153 sf) 5009 and 5007 Fulton St and 5004 Shamman St., Houston TX 77009

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.)


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 and any bill of sale;
   (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 fees of any deed of trust;
   (3) recording fees for the deed and any deed of trust;
   (4) premiums for flood and hazard insurance as may be required by Buyer's lender;
   (5) one-half of any escrow fee; and
   (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 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(4) 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, 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, 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. CASUALTY LOSS AND CONDEMNATION:

A. If any part of the Property is damaged or destroyed by fire or other casualty after the effective date, Seller must restore the Property to its previous condition as soon as reasonably possible and not later than the closing date. If, without fault, Seller is unable to do so, Buyer may:

1. terminate this contract and the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer.
Commercial Contract - Improved Property concerning
1.12839 acres (49,153 sf) 5009 and 5007 Fulton St and 5004 Sharman St. Houston TX 77009

(2) extend the time for performance up to 15 days and closing will be extended as necessary; or
(3) accept at closing: (i) the Property in its damaged condition; (ii) an assignment of any insurance proceeds Seller is entitled to receive along with the Insurer's consent to the assignment; and (iii) a credit to the sales price in the amount of any unpaid deductible under the policy for the loss.

B. If before closing, condemnation proceedings are commenced against any part of the Property, Buyer may:
(1) 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 under Paragraph 7B(1), will be refunded to Buyer; or
(2) appear and defend the condemnation proceedings and any award will, at Buyer's election, belong to: (a) Seller and the sales price will be reduced by the same amount; or (b) 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 a copy of the demand. If the title company does not receive written objection to the demand from the other party within 15 days after the date the title company sent the demand to the other party, the title company may disburse the earnest money to the party making demand, reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and the title company may pay the same to the creditors.

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

D. If the title company complies with this Paragraph 18, each party hereby releases the title company from all claims related to the disbursal of the earnest money.

E. Notices under this Paragraph 18 must be sent by certified mail, return receipt requested. Notices to the title company are effective upon receipt by the title company.

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

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

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

☒ 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 material physical defects in the improvements on the Property; or
   (11) any condition on the Property that violates any law or ordinance.

(Describe any exceptions to (1)-(11) 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 Condominium Addendum (TAR-1930);
☒ (3) Commercial Contract Financing Addendum (TAR-1931);
☒ (4) Commercial Property Condition Statement (TAR-1408);
☒ (5) Commercial Contract Addendum for Special Provisions (TAR-1940);
Commercial Contract - Improved Property concerning 1.12839 acres (49,163 sf) 5009 and 5007 Fulton St and 5004 Sharman St., Houston TX 77009

☐ (6) Addendum for Seller's Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (TAR-1906);
☐ (7) Notice to Purchaser of Real Property in a Water District (MUD);
☐ (8) Addendum for Coastal Area Property (TAR-1915);
☐ (9) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TAR-1916);
☐ (10) Information About Brokerage Services (TAR-2501); and
☐ (11) _____________

(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 of Buyer's obligations under this contract.

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

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

25. **ADDITIONAL NOTICES:**

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

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

C. Notice Required by §13.257, Water Code: "The real property, described below, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property." The real property is described in Paragraph 2 of this contract.

D. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, §33.135, 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 subject to annunciation by the municipality. Each municipality maintains a map that depicts its boundaries and ETJ. To
1.12839 acres (49,153 sf) 5009 and 5007 Fulton St and 5004 Sharman St., Houston TX 77009

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. If apartments or other residential units are on the Property and the units were built before 1978, federal law requires a lead-based paint and hazard disclosure statement to be made part of this contract.

H. Section 1958.154, Occupations Code requires Seller to provide Buyer a copy of any mold remediation certificate issued for the Property during the 5 years preceding the date the Seller sells the Property.

I. 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.

J. 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 January 9, 2018, 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: Fulton Interests, a Texas LLC

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

Buyer: Itex Acquisitions, L.L.C., a Texas LLC

By: ____________________________
By (signature): _______________________
Printed Name: _______________________
Title: Senior Vice President

(TAR-1801) 1-1-16
AGREEMENT BETWEEN BROKERS  
(use only if Paragraph 96(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 January 9, 2018 (effective date);

B. earnest money in the amount of $15,000 - in the form of check 3720 on January 9, 2018.

Title company: Texas Regional Title

By: Molly L. Rodriguez

Address: 7675 Folsom Blvd 100

Phone & Fax: 406-861-7700 / 861-7373

Assigned file number (GF#): 23420 - MM

E-mail: molly.mullet@texasregional.com
Exhibit A

Legal Description of the Property

TRACT 1A:

That certain parcel of land designated as Parcel 2A in the SHARMAN 5.53 acre tract out of the JOHN AUSTIN SURVEY, ABSTRACT NO. 1, in Harris County, Texas, designated as tract 75 in the Report of Condemnation in Partition Suit No. D-330,059 in the District Court of Harris County, Texas, 36th Judicial District, said tract being more particularly described by metes and bounds attached hereto and made a part hereof.

Being Lot 1 on Parcel 2A out of SHARMAN 5.53 acres tract out of the JOHN AUSTIN SURVEY, ABSTRACT NO. 1, in Harris County, Texas, designated as tract 75 in the Report of Condemnation in Partition Suit No. D-330,059 in the District Court of Harris County, Texas, 36th Judicial District, and as fully set out in Volume 2A, Page 1 of the Map Records of Harris County, Texas, said tract being described as follows:

Beginning at a 1/4-inch iron rod marking the southwest corner of Lot 5 on Parcel 2A and 3A; in the present west-right-of-way line of Fulton;

THENCE West, with the common line of Lots 5 of Parcel 2A and 3A, a distance of 100.8 feet to a 1/2-inch iron rod marking the southwest corner of said 2A and 3A;

THENCE N 29° 57' W, with the west line of said 2A, a distance of 91.3 feet to a chain link fence corner post marking the southwest corner of Lot 3 of Parcel 2A and 3A;

THENCE East, with the common line of said 2A and 3A, a distance of 99.93 feet to an "X" cut in concrete marking the common west corner of said 1A and 2A in the west line of Fulton;

THENCE S 29° 12' E, with the west right-of-way line of Fulton, a distance of 90.0 feet to the Place of Beginning.

Tracts 1B, 2B and 3B;

BEING a 0.3165 acres tract of land, being Tracts 1B, 2B and 21 of the JOHN AUSTIN SURVEY, ABSTRACT NO. 1, Harris County, Texas, recorded in Volume 3A, Page 1 of the Map Records of Harris County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at an iron rod (rail) in the intersection of the South right-of-way line of Winstead Street and the east right-of-way of Sharnan Street for the Northwest corner of the tract;

THENCE South 69 deg. 19 min. 31 sec. East along the South right-of-way of Winstead Street 52.92 feet to an iron rod (rail) for the Northwest corner of the tract;

THENCE South 97 deg. 53 min. 31 sec. East 264.26 feet on an iron pipe (rail) for an angle point;

THENCE South 02 deg. 24 min. 22 sec. East along a chain link fence 77.91 feet to an iron rod (rail) for the Southeast corner of the tract;

THENCE South 89 deg. 56 min. 32 sec. West along a chain link fence 126.75 feet to an iron rod (rail) in the East right-of-way of Sharnan Street for the Southeast corner of the tract;

THENCE North along the East right-of-way of Sharnan Street 281.27 feet to the POINT OF BEGINNING and containing 0.3165 acres of land, more or less.

Commonly known as 5007 Fulton, 6 Sharnan (1B & 2B), 5007 Fulton and 6001 Sharnan, Houston, Texas 77009;
ADDENDUM TO COMMERCIAL CONTRACT BETWEEN THE UNDERSIGNED PARTIES CONCERNING
THE PROPERTY AT:

5007, 5009 Fulton and 5004 Sharman, Houston, TX 77009

The following special provisions apply and will control in the event of a conflict with the other provisions of the contract: 1) Seller acknowledges that Buyer, in addition to conventional sources of financing, is seeking funding from perhaps several agencies of government including Texas Department of Housing & Community Affairs (TDHCA). Although Buyer has had extensive experience and has been successful in securing funds from TDHCA and other governmental jurisdictions, at this point commitments are not guaranteed. Mixed finance developments of this nature typically take several months to close after the Buyer receives notification of an award from TDHCA and/or other governmental jurisdictions.

2) This Contract is contingent upon Buyer’s receipt of allocation of Housing Tax Credits from Texas Department of Housing and Community Affairs (TDHCA). See Financing Addendum Special Provisions.

3) This contract is contingent upon Buyer obtaining water and wastewater services in the capacities required for Buyer's intended use of the Property for multi family apartments.

4) On or before April 2, 2018, Buyer shall deposit $10,000.00 additional Earnest Money with the Title Company which shall be refundable, and shall be credited to the Sales Price at Closing.

Seller: Fulton Interests, LLC
By: 
By (signature): 
Printed Name: Stan Davis
Title: 

By: 
By (signature): 
Printed Name: Bobken Simonians
Title: Senior Vice President

Buyer: ITEX Acquisitions, L.L.C
By: 
By (signature): 
Printed Name: 
Title: 

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

(TAR-1940) 1-28-10
Texas Association of Realtors®
Commercial Contract Financing Addendum

Use of this Form by persons who are not members of the Texas Association of Realtors® is not authorized.

Texas Association of Realtors, Inc.

Addendum to Commercial Contract Between the Undersigned Parties Concerning the Property at

1.12839 acres (49,153 sf) 5009 and 5007 Fulton St and 5004 Sharman St., Houston TX 77009

The portion of the Sales Price not payable in cash will be paid as follows: (Check all that apply.)

A. Third Party Financing:

(1) The contract is contingent upon Buyer obtaining a third party loan(s) secured by the Property in the amount of $ TBD , for not less than TBD years with the initial interest rate not to exceed TBD % per annum and payments calculated on an amortization period of no less than TBD years.

(2) Buyer will apply for the third party loan(s) described in Paragraph A(1) promptly after the effective date. If Buyer cannot obtain the loan(s), Buyer may give Seller written notice within _______ days after the effective date and the contract will terminate and the earnest money, less any independent consideration under Paragraph 7B(1) of the contract, will be refunded to Buyer. If Buyer does not give such notice within the time required, this contract will no longer be subject to the contingency described in this Paragraph A.

(3) Each note to be executed under this addendum is to be secured by vendor's and deed of trust liens.

B. Assumption:

(1) Buyer will assume the unpaid principal balance of the existing promissory note secured by the Property payable to _______ dated _______ which balance at closing will be $ _______.

(2) Buyer's initial payment will be the first payment due after closing. Buyer's assumption of the existing note includes all obligations imposed by the deed of trust securing the note, recorded in _______ (recording reference) in the real property records of the county where the Property is located.

(3) If the unpaid principal balance of the assumed loan as of the date of closing varies from the loan balance stated in Paragraph B(1), the cash payable at closing will be adjusted by the net amount of any variance; provided, if the total principal balance of the assumed loan varies in an amount greater than $ _______ at closing, either party may terminate this contract and the earnest money will be refunded to Buyer unless either party elects to eliminate the excess in the variance by an appropriate adjustment at closing.

(4) Buyer may terminate the contract and the earnest money, less any independent consideration under Paragraph 7B(1) of the contract, will be refunded to Buyer if the note holder on assumption requires:
   (a) Buyer to pay an assumption fee in excess of $ _______ and Seller declines to pay such excess;
   (b) any increase in the interest rate to more than _______ %; or
   (c) any other modification of the loan documents.

(5) Unless Seller is released of liability on any assumed note, Seller requires a vendor's lien and deed of trust to secure assumption, which will be automatically released on execution and delivery of a release by the note holder.

(TAR-1931) 1-26-10

Initialed for Identification by Seller: _______ and Buyer: _______. Page 1 of 4
Commercial Contract Financing Addendum concerning 1.12839 acres (49,153 sf) 5009 and 5007 Fulton St

and 5004 Sharman St., Houston TX 77009

(6) If assumption approval is required by the note holder, Buyer will apply for assumption approval within _______ days after the effective date of the contract and will make every reasonable effort to obtain assumption approval. If Buyer cannot obtain assumption approval, Buyer may give Seller written notice within _______ days after the effective date and the contract will terminate and the earnest money, less any independent consideration under Paragraph 7B(1) of the contract, will be refunded to Buyer. If Buyer does not give such notice within the time required and Buyer does not close because Buyer is not able to assume the existing note, Buyer will be in default.

C. SELLER FINANCING:

(1) At closing, Buyer will execute and deliver a promissory note (the note) from Buyer to Seller in the amount of $__________________, bearing __________% interest per annum. Matured, unpaid amounts will bear interest at the maximum rate of interest allowed by law.

(2) The note will be payable as follows:

☐ (a) In one payment, due __________________ after the date of the note, with interest payable:  □ (i) monthly  □ (ii) __________________

☐ (b) In installments of $__________________ including interest □ plus interest beginning __________________ after the date of the note and continuing at  □ monthly  □ __________________ intervals thereafter for __________________ when the entire balance of the note will be due and payable.

☐ (c) Interest only in  □ monthly  □ __________________ installments for the first _______ years and thereafter in installments of $__________________ including interest □ plus interest beginning __________________ after the date of the note and continuing at  □ monthly  □ __________________ intervals thereafter for __________________ when the entire balance of the note will be due and payable.

(3) The note will be secured by vendor's and deed of trust liens and an assignment of leases payable at the placed designated by Seller.

(4) The note will provide that if Buyer fails to timely pay an installment within 10 days after the installment is due, Buyer will pay a late fee equal to 5% of the installment not paid.

(5) The note □ will □ will not provide for liability (personal or corporate) against the maker in the event of default.

(6) The note may be prepaid in whole or in part at any time without penalty. Any prepayments are to be applied to the payment of the installments of principal last maturing and interest will immediately cease on the prepaid principal.

(7) The lien securing payment of the note will be inferior to any lien securing any superior note described in this addendum. If an owner's policy of title insurance is furnished, Buyer, at Buyer's expense, will furnish Seller with a mortgagee title policy in the amount of the note at closing.

(8) If all or any part of the Property is sold or conveyed without Seller's prior written consent, Seller, at Seller's option, may declare the outstanding principal balance of the note, plus accrued interest, immediately due and payable. Any of the following is not a sale or conveyance of the Property:

(a) the creation of a subordinate lien;
(b) a sale under a subordinate lien;
(c) a deed under threat or order of condemnation;
(d) a conveyance solely between the parties; or
(e) the passage of title by reason of death of a maker or operation of law.
1.12839 acres (49,153 sf) 5009 and 5007 Fulton St
and 5004 Sharman St., Houston TX 77009

Commercial Contract Financing Addendum concerning

(3) Deposits for Taxes and Insurance: Together with the principal and interest installments, Buyer will not deposit with Seller a pro rata part of the estimated annual ad valorem taxes on the Property and a pro rata part of the estimated annual insurance premiums for the improvements on the Property.

(a) If Buyer deposits taxes and insurance deposits with Seller, Buyer agrees that the taxes and insurance deposits are only estimates and may be insufficient to pay total taxes and insurance premiums. Buyer agrees to pay any deficiency within 30 days after Seller notifies Buyer of any deficiency. Buyer's failure to pay the deficiency is a default under the deed of trust.

(b) If any superior lien holder on the Property collects payments for taxes and insurance, any requirement to deposit taxes and insurance deposits with Seller under this addendum is inoperative so long as payments are being made to the superior lien holder.

(10) Any event that constitutes a default under any superior lien constitutes a default under the deed of trust securing the note.

(11) The note will include a provision for reasonable attorney's fees for any collection action.

(12) Unless the parties agree otherwise, the form of the note and loan documents will be as found in the current edition of the State Bar of Texas Real Estate Forms Manual without any additional clauses.

D. CREDIT APPROVAL ON ASSUMPTION OR SELLER FINANCING:

(1) To establish Buyer's creditworthiness for assumption approval or seller financing, Buyer will deliver to Seller the following information (Buyer's documentation) within _______ days after the effective date of the contract:

(a) verification of employment, including salary;
(b) verification of funds on deposit in financial institutions;
(c) current financial statement;
(d) credit report;
(e) tax returns for the following years ____________________________;
(f) ____________________________

(2) If Buyer does not timely deliver Buyer's documentation or Seller determines, in Seller's sole discretion, that Buyer's creditworthiness is not acceptable, Seller may terminate the contract by giving written notice to Buyer not later than _______ days after the date Buyer must deliver Buyer's documentation under Paragraph D(1) and the earnest money, less any independent consideration under Paragraph 7B(1) of the contract, will be refunded to Buyer. If Seller does not timely terminate the contract under this paragraph, Seller will be deemed to have accepted Buyer's credit.

E. SPECIAL PROVISIONS:

(TAR-1931) 1-26-10
Commercial Contract Financing Addendum concerning 1.12839 acres (49,153 sf) 5009 and 5007 Fulton St and 5004 Sharman St., Houston TX 77009

Seller: Fulton Interests, LLC

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

Buyer: ITEX Acquisitions, L.L.C

By: 
By (signature): 
Printed Name: Bobten Simonians
Title: Senior Vice President

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

(TAR-1931) 1-26-10

Produced with zipForm® by zipLogix 15050 Filmore Mila Road, Fraser, Michigan 48026 www.zipLogix.com
INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written representation agreement. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties’ written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction;
- Must not, unless specifically authorized in writing to do so by the party, disclose:
  - that the owner will accept a price less than the written asking price;
  - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
  - any incidental information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker’s duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker’s services. Please acknowledge receipt of this notice below and retain a copy for your records.

Colliers International Houston, Inc
Licensed Broker/Broker Firm Name or Primary Assumed Business Name

Gary Mabray
Designated Broker of Firm

Patrick Duffy, MCR
Licensed Supervisor of Sales Agent/Associate

Kelly Hutchinson
Sales Agent/Associate’s Name

Buyer/Tenant/Seller/Landlord Initials

License No.
Email
Phone

houston.info@colliers.com
(713)222-2111

gary.mabray@colliers.com
(713)830-2104

patrick.duffy@colliers.com
(713)830-2112

kelly.hutchinson@colliers.com
(713)830-2146

Regulated by the Texas Real Estate Commission

Information available at www.trec.texas.gov

Colliers International - Corporate, 1331 West Loop South, Suite 500 Houston, TX 77089
Phone: 713-830-2115
Fax: 713-830-2116

11/2/2015
ASSIGNMENT OF CONTRACT OF SALE

THIS ASSIGNMENT OF CONTRACT OF SALE (this "Assignment") is executed and entered into effective as of the 9th day of January, 2018 (the "Effective Date") by and between ITEX Acquisitions, LLC ("Assignor"), and Houston 5009 Fulton, LP, a to-be-formed Texas Limited Partnership ("Assignee").

WITNESSETH:

WHEREAS, Fulton Interests, LLC, as Seller, and Assignor, as Buyer, have heretofore executed and entered into that certain Commercial Contract-Improved Property ("Contract") dated as of January 9, 2018, concerning that certain tract of land that is located at 5004, 5007 and 5009 Fulton St, Houston, Harris County, Texas and is described as:

TRACTS 1A, 1B, 2A, 2B and 3B, Sharman Tract, Abst 1 J Austin, Houston, Harris County, TX.

WHEREAS, Assignor now desires to assign to Assignee all of Assignor's right, title and interest in and to the Contract, and Assignee is willing to accept an assignment of the Contract.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby transfers, assigns and conveys to Assignee all of Assignor's right, title and interest in and to the Contract, and Assignee hereby accepts the assignment of the Contract and agrees to perform each of the duties and obligations of the Buyer under the Contract.

2. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

Executed and effective as of the Effective Date.

ITEX Acquisitions, LLC ("Assignor")

Houston 5009 Fulton, LP ("Assignee")
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: Nhan Huu Nguyen, an Individual, and Assigns

Address: 3005 Locke Ln, Houston, TX 77019-6204
Phone: (281)432-3634 E-mail: mmemple62@gmail.com
Fax: __________________ Other: __________________

Buyer: Itex Acquisitions, L.L.C., a Texas LLC

Address: 9 Greenway Plaza, Suite 1260, Houston, TX 77046
Phone: (713)963-8660 E-mail: Bobken.Simonians@itexgrp.com
Fax: __________________ Other: __________________

2. PROPERTY:

A. "Property" means that real property situated in Harris County, Texas at

5016 Fulton, Houston, TX 77009

(address) and that is legally described on the attached Exhibit A or as follows:

10,000 of land area and Improvements Tract 7 Sharam Tract, Abst 1 J Austin, Houston, Harris County, TX.

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

1. all buildings, improvements, and fixtures;
2. all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, and rights-of-way;
3. Seller's interest in all leases, rents, and security deposits for all or part of the Property;
4. Seller's interest in all licenses and permits related to the Property;
5. Seller's interest in all third party warranties or guaranties, if transferable, relating to the Property or any fixtures;
6. Seller's interest in any trade names, if transferable, used in connection with the Property; and
7. all Seller's tangible personal property located on the Property that is used in connection with the Property's operations except:

Any personal property not included in the sale must be removed by Seller prior to closing.

(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.)

(If the Property is a condominium, attach Commercial Contract Condominium Addendum (TAR-1930).)

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

A. Cash portion payable by Buyer at closing ......................... $ 550,000.00

B. Sum of all financing described in Paragraph 4 .................. $ See Special Provisions

C. Sales price (sum of 3A and 3B) .................................. $ 550,000.00

(TAR-1801) 1-1-16 Initiated for Identification by Seller _____________________________ and Buyer _____________________________
4. FINANCING: Buyer will finance the portion of the sales price under Paragraph 3B 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 from Buyer 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 $7,500.00 as earnest money with Texas Regional Title (title company) at 7675 Folsum, Bldg 100, Beaumont, TX 77706 (address) Molley Mallet (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 $________ with the title company to be made part of the earnest money on or before:
  - (i) _______ days after Buyer's right to terminate under Paragraph 7B expires; or
  - (ii) _______ days after Buyer's right to terminate under Paragraph 7B expires.

- **C.** 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.

- **B.** 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, SURVEY, AND UCC SEARCH:

- **A.** 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.

- **B.** 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.

- **C.** Within 20 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 20 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 $500.00 ______________ (insert amount) of the cost of the new or updated survey at closing, if closing occurs.

C. UCC Search:

☐ (1) Within ______ days after the effective date, Seller, at Seller's expense, will furnish Buyer a Uniform Commercial Code (UCC) search prepared by a reporting service and dated after the effective date. The search must identify documents that are on file with the Texas Secretary of State and the county where the Property is located that relate to all personal property on the Property and show, as debtor, Seller and all other owners of the personal property in the last 5 years.

☐ (2) Buyer does not require Seller to furnish a UCC search.

D. Buyer's Objections to the Commitment, Survey, and UCC Search:

(1) Within ___ days after Buyer receives the commitment, copies of the documents evidencing the title exceptions, any required survey, and any required UCC search, Buyer may object 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 to the real or personal property described in Paragraph 2 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 Buyer actually receives the survey; or (ii) 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 6D 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: Seller shall deliver the Property vacant without tenants or third parties in possession of any of the premises no later than 6 days before Closing.

B. Feasibility Period: Buyer may terminate this contract for any reason within before 8/1/18 days after the effective date (feasibility period) by providing Seller written notice of termination. (Check only one box.)

X (1) If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer less $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 earnest money, 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 $0 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 independent consideration, 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) Seller, at Seller's expense, will turn on all utilities necessary for Buyer to make inspections, studies, or assessments.

(3) 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.

(4) 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 ___10___ days after the effective date, Seller will deliver to Buyer: (Check all that apply.)
(a) a current rent roll of all leases affecting the Property certified by Seller as true and correct;
(b) copies of all current leases pertaining to the Property, including any modifications, supplements, or amendments to the leases;
(c) a current inventory of all personal property to be conveyed under this contract and copies of any leases for such personal property;
(d) copies of all notes and deeds of trust against the Property that Buyer will assume or that Seller will not pay in full on or before closing;
(e) copies of all current service, maintenance, and management agreements relating to the ownership and operation of the Property;
(f) copies of current utility capacity letters from the Property's water and sewer service provider;
(g) copies of all current warranties and guaranties relating to all or part of the Property;
(h) copies of fire, hazard, liability, and other insurance policies that currently relate to the Property;
(i) copies of all leasing or commission agreements that currently relate to the tenants of all or part of the Property;
(j) a copy of the "as-built" plans and specifications and plat of the Property;
(k) copies of all invoices for utilities and repairs incurred by Seller for the Property in the 24 months immediately preceding the effective date;
(l) a copy of Seller's income and expense statement for the Property from __________ to __________;
(m) copies of all previous environmental assessments, geotechnical reports, studies, or analyses made on or relating to the Property;
(n) real & personal property tax statements for the Property for the previous 2 calendar years; and
(o) any existing title commitments.

(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;
Commercial Contract - Improved Property concerning 5914 Fulton, Houston, TX 77009

(3) any non-occupancy of the leased premises by a tenant;
(4) any advance sums paid by a tenant under any lease;
(5) any concessions, bonuses, free rents, rebates, brokerage commissions, or other matters that affect any lease; and
(6) 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 1938 - Commercial Tenant Estoppel Certificate and any additional information requested by a third party lender providing financing under Paragraph 4 if the third party lender requests such additional information at least 10 days prior to the earliest date that Seller may deliver the signed estoppel certificates.

9. BROKERS:

A. The brokers to this sale are:

Principal Broker: ____________________________

Agent: ____________________________

Address: ____________________________

Phone & Fax: ____________________________

E-mail: ____________________________

License No.: ____________________________

Cooperating Broker: Colliers International Houston, Inc.

Agent: Kelly Hutchinson

Address: 1233 W Loop S, Suite 900

Houston, TX 77027

Phone & Fax: 713-830-2146

E-mail: kelly.hutchinson@colliers.com

License No.: 2914

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 14 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:

☐ ____________ % of the sales price.

Cooperating Broker a total cash fee of:

☒ 4.000 % 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.
   (2) 7 days after objections made under Paragraph 6D 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 to Buyer, 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 Uniform Commercial Code 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) a bill of sale with warranties to title conveying title, free and clear of all liens, to any personal property defined as part of the Property in Paragraph 2 or sold under this contract;
   (3) an assignment of all leases to or on the Property;
   (4) to the extent that the following items are assignable, an assignment to Buyer of the following items as they relate to the Property or its operations:
      (a) licenses and permits;
      (b) maintenance, management, and other contracts; and
      (c) warranties and guaranties;
   (5) a rent roll current on the day of the closing certified by Seller as true and correct;
   (6) evidence that the person executing this contract is legally capable and authorized to bind Seller;
   (7) 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 together with appropriate tax forms; and
   (8) 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 the issuance of the title policy, all of which must be completed and executed 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 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.)


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 and any bill of sale;
   (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 fees of any deed of trust;
   (3) recording fees for the deed and any deed of trust;
   (4) premiums for flood and hazard insurance as may be required by Buyer's lender;
   (5) one-half of any escrow fee; and
   (6) other expenses that Buyer will pay under other provisions of this contract.
14. PRORATATIONS:

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 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(4) which Seller may pursue, or (Check if applicable)

☐ 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. CASUALTY LOSS AND CONDEMNATION:

A. If any part of the Property is damaged or destroyed by fire or other casualty after the effective date, Seller must restore the Property to its previous condition as soon as reasonably possible and not later than the closing date. If, without fault, Seller is unable to do so, Buyer may:

(1) terminate this contract and the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer;
(2) extend the time for performance up to 15 days and closing will be extended as necessary; or
(3) accept at closing: (i) the Property in its damaged condition; (ii) an assignment of any insurance proceeds Seller is entitled to receive along with the insurer’s consent to the assignment; and (iii) a credit to the sales price in the amount of any unpaid deductible under the policy for the loss.

B. If before closing, condemnation proceedings are commenced against any part of the Property, Buyer may:
(1) 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 under Paragraph 7B(1), will be refunded to Buyer; or
(2) appear and defend the condemnation proceedings and any award will, at Buyer’s election, belong to: (a) Seller and the sales price will be reduced by the same amount; or (b) Buyer and the sales price will not be reduced.

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

18. ESCROW:

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

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

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

D. If the title company complies with this Paragraph 18, each party hereby releases the title company from all claims related to the disbursal of the earnest money.

E. Notices under this Paragraph 18 must be sent by certified mail, return receipt requested. Notices to the title company are effective upon receipt by the title company.

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

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

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

☒ 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 material physical defects in the improvements on the Property;
   (11) any condition on the Property that violates any law or ordinance.

(Describe any exceptions to (1)-(11) 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 Condominium Addendum (TAR-1930);
☒ (3) Commercial Contract Financing Addendum (TAR-1931);
☐ (4) Commercial Property Condition Statement (TAR-1408);
☒ (5) Commercial Contract Addendum for Special Provisions (TAR-1940);
Commercial Contract - Improved Property concerning 5915 Fulton, Houston, TX 77009

☐ (6) Addendum for Seller's Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (TAR-1906);
☐ (7) Notice to Purchaser of Real Property in a Water District (MUD);
☐ (8) Addendum for Coastal Area Property (TAR-1915);
☐ (9) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TAR-1916);
☐ (10) Information About Brokerage Services (TAR-2501); and
☐ (11) ____________________________

(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 □ 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 of Buyer's obligations under this contract.

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

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

25. ADDITIONAL NOTICES:

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

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

C. Notice Required by §13.257, Water Code: "The real property, described below, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property." The real property is described in Paragraph 2 of this contract.

D. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, §33.135, 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. If apartments or other residential units are on the Property and the units were built before 1978, federal law requires a lead-based paint and hazard disclosure statement to be made part of this contract.

H. Section 2005.154, Occupations Code requires Seller to provide Buyer a copy of any mold remediation certificate issued for the Property during the 5 years preceding the date the Seller sells the Property.

I. 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.

J. 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 29, 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.

Biller: Nhon Huu Nguyen, on Individual and Assigns

By: Lyth Pham
By (signature):
Printed Name: Lyth Pham
Title: Broker

By: Nguyen Nhand
By (signature):
Printed Name: Nguyen Nhand
Title: Broker

Buyer: Tax Acquisitions, I, L., a Texas LLC

By: 
By (signature): 
Printed Name: Chris Alderd 
Title: President

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

(TAR-1801) 1-1-16

Page 13 of 14
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 __________________________ (effective date);
☐ B. earnest money in the amount of $ __________________________ on __________________________.

Title company: __________________________
Address: __________________________

By: __________________________
Phone & Fax: __________________________

Assigned file number (GF#): __________________________
E-mail: __________________________

(TAR-1801) 1-1-16
ADDENDUM TO COMMERCIAL CONTRACT BETWEEN THE UNDERSIGNED PARTIES CONCERNING
THE PROPERTY AT:

5016 Fulton St, Houston, TX 77009-2606

The following special provisions apply and will control in the event of a conflict with the other provisions of the contract:

1) Seller acknowledges that Buyer, in addition to conventional sources of financing, is seeking funding from perhaps several agencies of government including Texas Department of Housing & Community Affairs (TDHCA). Although Buyer has had extensive experience and has been successful in securing funds from TDHCA and other governmental jurisdictions, at this point commitments are not guaranteed. Mixed finance developments of this nature typically take several months to close after the Buyer receives notification of an award from TDHCA and/or other governmental jurisdictions.

2) This Contract is contingent upon Buyer’s receipt of allocation of Housing Tax Credits from Texas Department of Housing and Community Affairs (TDHCA).

3) This contract is contingent upon Buyer obtaining water and wastewater services in the capacities required for Buyer’s intended use of the Property for multi family apartments.

4) Buyer shall be granted the option to extend Feasibility Period for one (1) additional ninety (90) day period upon Buyer giving Seller notice of Buyer’s intention to extend feasibility and by depositing $10,000 additional Earnest Money with the Title Company which shall be non-refundable and shall be credited to the Sale Price at Closing.

Sellers: Nhoan Huynh, Nguyen and Assigns
By: __________________________ __________________________
By (signature): __________________________
Printed Name: __________________________
Title: __________________________

Buyer: ITEX Acquisitions, L.L.C
By: __________________________
By (signature): __________________________
Printed Name: Chris Akbari
Title: President

(TAR-1940) 1-26-10
ADDENDUM TO COMMERCIAL CONTRACT BETWEEN THE UNDERSIGNED PARTIES CONCERNING
THE PROPERTY AT
5015 Fulton, Houston, TX 77009

The portion of the Sales Price not payable in cash will be paid as follows: (Check all that apply.)

A. THIRD PARTY FINANCING:

(1) The contract is contingent upon Buyer obtaining a third party loan(s) secured by the Property in the amount of $ TBD for not less than TBD years with the initial interest rate not to exceed TBD % per annum and payments calculated on an amortization period of no less than TBD years.

(2) Buyer will apply for the third party loan(s) described in Paragraph A(1) promptly after the effective date. If Buyer cannot obtain the loan(s), Buyer may give Seller written notice within days after the effective date and the contract will terminate and the earnest money, less any Independent consideration under Paragraph 78(1) of the contract, will be refunded to Buyer. If Buyer does not give such notice within the time required, this contract will no longer be subject to the contingency described in this Paragraph A.

(3) Each note to be executed under this addendum is to be secured by vendor's and deed of trust liens.

B. ASSUMPTION:

(1) Buyer will assume the unpaid principal balance of the existing promissory note secured by the Property payable to , which balance at closing will be $.___.

(2) Buyer's initial payment will be the first payment due after closing. Buyer's assumption of the existing note includes all obligations imposed by the deed of trust securing the note, recorded in (recording reference) in the real property records of the county where the Property is located.

(3) If the unpaid principal balance of the assumed loan as of the date of closing varies from the loan balance stated in Paragraph B(1), the cash payable at closing will be adjusted by the net amount of any variance; provided, if the total principal balance of the assumed loan varies in an amount greater than $ at closing, either party may terminate this contract and the earnest money will be refunded to Buyer unless either party elects to eliminate the excess in the variance by an appropriate adjustment at closing.

(4) Buyer may terminate the contract and the earnest money, less any independent consideration under Paragraph 78(1) of the contract, will be refunded to Buyer if the note holder on assumption requires:
   (a) Buyer to pay an assumption fee in excess of $ and Seller declines to pay such excess;
   (b) an increase in the interest rate to more than %; or
   (c) any other modification of the loan documents.

(5) Unless Seller is released of liability on any assumed note, Seller requires a vendor's lien and deed of trust to secure assumption, which will be automatically released on execution and delivery of a release by the note holder.
Commercial Contract Financing Addendum concerning 5016 Fulton, Houston, TX 77009

(6) If assumption approval is required by the note holder, Buyer will apply for assumption approval within ____ days after the effective date of the contract and will make every reasonable effort to obtain assumption approval. If Buyer cannot obtain assumption approval, Buyer may give Seller written notice within _______ days after the effective date and the contract will terminate and the earnest money, less any independent consideration under Paragraph 78(1) of the contract, will be refunded to Buyer. If Buyer does not give such notice within the time required and Buyer does not close because Buyer is not able to assume the existing note, Buyer will be in default.

□ C. SELLER FINANCING:

(1) At closing, Buyer will execute and deliver a promissory note (the note) from Buyer to Seller in the amount of $___________ , bearing ______% interest per annum. Matured, unpaid amounts will bear interest at the maximum rate of interest allowed by law.

(2) The note will be payable as follows:

☐ (a) In one payment, due __________________________ after the date of the note, with interest payable: ☐ (i) monthly ☐ (ii) __________________________.

☐ (b) In installments of $ ________________ including interest ☐ plus interest beginning __________________________ after the date of the note and continuing at ☐ monthly ☐ __________________________ intervals thereafter for __________________________ when the entire balance of the note will be due and payable.

☐ (c) Interest only in ☐ monthly ☐ __________________________ installments for the first ______ years and thereafter in installments of $ ________________ including interest ☐ plus interest beginning __________________________ after the date of the note and continuing at ☐ monthly ☐ __________________________ intervals thereafter for __________________________ when the entire balance of the note will be due and payable.

(3) The note will be secured by vendor's and deed of trust liens and an assignment of leases payable at the place designated by Seller.

(4) The note will provide that if Buyer fails to timely pay an installment within 10 days after the installment is due, Buyer will pay a late fee equal to 5% of the installment not paid.

(5) The note ☐ will ☐ will not provide for liability (personal or corporate) against the maker in the event of default.

(6) The note may be prepaid in whole or in part at any time without penalty. Any prepayments are to be applied to the payment of the installments of principal last maturing and Interest will immediately cease on the prepaid principal.

(7) The lien securing payment of the note will be inferior to any lien securing any superior note described in this addendum. If an owner's policy of title insurance is furnished, Buyer, at Buyer's expense, will furnish Seller with a mortgagee policy in the amount of the note at closing.

(8) If all or any part of the Property is sold or conveyed without Seller's prior written consent, Seller, at Seller's option, may declare the outstanding principal balance of the note, plus accrued interest, immediately due and payable. Any of the following is not a sale or conveyance of the Property:

(a) the creation of a subordinate lien;
(b) a sale under a subordinate lien;
(c) a deed under threat or order of condemnation;
(d) a conveyance solely between the parties; or
(e) the passage of title by reason of death of a maker or operation of law.
(9) Deposits for Taxes and Insurance: Together with the principal and interest installments, Buyer \( \square \) will \( \square \) will not deposit with Seller a pro rata part of the estimated annual ad valorem taxes on the Property and a pro rata part of the estimated annual insurance premiums for the Improvements on the Property.

(a) If Buyer deposits taxes and insurance deposits with Seller, Buyer agrees that the taxes and insurance deposits are only estimates and may be insufficient to pay total taxes and insurance premiums. Buyer agrees to pay any deficiency within 30 days after Seller notifies Buyer of any deficiency. Buyer's failure to pay the deficiency is a default under the deed of trust.

(b) If any superior lien holder on the Property collects payments for taxes and insurance, any requirement to deposit taxes and insurance deposits with Seller under this addendum is inoperative so long as payments are being made to the superior lien holder.

(10) Any event that constitutes a default under any superior lien constitutes a default under the deed of trust securing the note.

(11) The note will include a provision for reasonable attorney's fees for any collection action.

(12) Unless the parties agree otherwise, the form of the note and loan documents will be as found in the current edition of the State Bar of Texas Real Estate Forms Manual without any additional clauses.

D. CREDIT APPROVAL ON ASSUMPTION OR SELLER FINANCING:

(1) To establish Buyer's creditworthiness for assumption approval or seller financing, Buyer will deliver to Seller the following information (Buyer's documentation) within _____ days after the effective date of the contract:

- (a) verification of employment, including salary;
- (b) verification of funds on deposit in financial institutions;
- (c) current financial statement;
- (d) credit report;
- (e) tax returns for the following years __________________
- (f) __________________

(2) If Buyer does not timely deliver Buyer's documentation or Seller determines, in Seller's sole discretion, that Buyer's creditworthiness is not acceptable, Seller may terminate the contract by giving written notice to Buyer not later than _____ days after the date Buyer must deliver Buyer's documentation under Paragraph D(1) and the earnest money, less any independent consideration under Paragraph 7B(1) of the contract, will be refunded to Buyer. If Seller does not timely terminate the contract under this paragraph, Seller will be deemed to have accepted Buyer's credit.

E. SPECIAL PROVISIONS:

(TAR-1931) 1-26-10

Initialed for Identification by Seller: \( \square \) \( \square \) \( \square \) \( \square \) and Buyer: \( \square \) \( \square \) \( \square \) \( \square \)
Commercial Contract Financing Addendum concerning 5015 Fulton, Houston, TX 77009

Seller: Minh Huy Nguyen and Assigns

By: [Signature]
Printed Name: Minh Huy Nguyen
Title: Partner

Buyer: ITEX Acquisitions, L.L.C

By: [Signature]
Printed Name: Chris Akbari
Title: President

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

By: [Signature]
Printed Name: [Name]
Title: [Title]
Information About Brokerage Services

Texas law requires all real estate licensees to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

TYPES OF REAL ESTATE LICENSE HOLDERS:

- A BROKER is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- A SALES AGENT must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of each party to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
  - that the owner will accept a price less than the written asking price;
  - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
  - any coincidental information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement;
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

<table>
<thead>
<tr>
<th>Name</th>
<th>License No.</th>
<th>Email</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gary Mabray</td>
<td>138207</td>
<td><a href="mailto:gary.mabray@colliers.com">gary.mabray@colliers.com</a></td>
<td>(713)830-2104</td>
</tr>
<tr>
<td>Designated Broker of Firm</td>
<td>License No.</td>
<td>Email</td>
<td>Phone</td>
</tr>
<tr>
<td>Pat McKee</td>
<td>604308</td>
<td><a href="mailto:patrick.mcke@colliers.com">patrick.mcke@colliers.com</a></td>
<td>(713)830-2112</td>
</tr>
<tr>
<td>Licensed Supervisor of Sales Agent</td>
<td>License No.</td>
<td>Email</td>
<td>Phone</td>
</tr>
<tr>
<td>Kelly Hutchinson</td>
<td>317439</td>
<td><a href="mailto:kelly.hutchinson@colliers.com">kelly.hutchinson@colliers.com</a></td>
<td>(713)830-2146</td>
</tr>
</tbody>
</table>

Buyer/Tenant/Seller/Landlord Initials Date

12-27-17

Regulated by the Texas Real Estate Commission

Information available at www.trec.texas.gov
ASSIGNMENT OF CONTRACT OF SALE

THIS ASSIGNMENT OF CONTRACT OF SALE (this "Assignment") is executed and entered into effective as of the 9th day of January, 2018 (the "Effective Date") by and between ITEX Acquisitions, LLC ("Assignor"), and Houston 5009 Fulton, LP, a to-be-formed Texas Limited Partnership ("Assignee").

WITNESSETH:

WHEREAS, Houston N and P Property, LLC, as Seller, and Assignor, as Buyer, have heretofore executed and entered into that certain Commercial Contract-Improved Property ("Contract") dated as of January 9, 2018, concerning that certain tract of land that is located at 5015 Fulton St Houston, Harris County, Texas and is described as:

TRACT 7 Sharman Tract, Abst 1 J Austin, Houston, Harris County, TX.

WHEREAS, Assignor now desires to assign to Assignee all of Assignor's right, title and interest in and to the Contract, and Assignee is willing to accept an assignment of the Contract.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby transfers, assigns and conveys to Assignee all of Assignor's right, title and interest in and to the Contract, and Assignee hereby accepts the assignment of the Contract and agrees to perform each of the duties and obligations of the Buyer under the Contract.

2. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

Executed and effective as of the Effective Date.

ITEX Acquisitions, LLC ("Assignor")

Houston 5009 Fulton, LP ("Assignee")
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: 5019 Fulton, Ltd., a Texas limited partnership

Address: PO Box 130586, Houston, Texas 77219-0586
Phone: (832) 256-6178
Fax: 
E-mail: bob_roae1@msn.com

Buyer: Itex Acquisitions, L.L.C., a Texas limited liability company

Address: 9 Greenway Plaza, Suite 1260, Houston, Texas 77046
Phone: (713)983-8660
Fax: 
E-mail: Bobken.Simonians@itexgrp.com

2. PROPERTY:

A. "Property" means that real property situated in Harris County, Texas at 5019 Fulton, Houston, Texas 77009 (address) and that is legally described on the attached Exhibit A-1 and Exhibit A-2, or as follows:

Approximately 9,237 sf of vacant land Tract 11 Sharman Tract ABST 1 J Austin Houston, Harris County, TX

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, gores, 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. $508,035.00

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

3) Sales price (sum of 3A(1) and 3A(2)) $508,035.00

(TAR-1802) 1-1-16 Initialed for Identification by Seller and Buyer
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 $55.00 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 5,000% of the stated sales price, either party may terminate this contract by providing written notice to the other party within 7 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 $see Addendum________. 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 $7,500.00 as earnest money with Texas Regional Title ___________________________ (title company) at 7675 Folsom, Bldg 100, Beaumont, Texas 77706 (address) Molley Mallet _____________ (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 $______________ with the title company to be made part of the earnest money on or before:

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

☐ (ii) ______________________________________

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 [Seller] [Buyer].

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

B. Survey: Within [20] 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 [10] days after Buyer receives the commitment, copies of the documents evidencing the title exceptions, and any required survey, Buyer may object in writing to matters disclosed in the items if: (a) the matters disclosed are a restriction upon the Property or constitute a defect or encumbrance to title other than those permitted by this contract or liens that Seller will satisfy at closing or Buyer will assume at closing; or (b) the items show that any part of the Property lies in a special flood hazard area (an “A” or “V” zone as defined by FEMA). If Paragraph 6B(1) applies,
Buyer is deemed to receive the survey on the earlier of: (i) the date of Buyer’s actual receipt of the survey; or (ii) of the deadline specified in Paragraph 6B.

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

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

7. PROPERTY CONDITION:

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

B. Feasibility Period: Buyer may terminate this contract for any reason within [before 8/1/18] 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 $2,500.00 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 earnest money, 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 independent consideration, 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 10 days after the effective date, Seller will deliver to Buyer: (Check all that apply.)
- (a) copies of all current leases pertaining to the Property, including any modifications, supplements, or amendments to the leases;
- (b) copies of all notes and deeds of trust against the Property that Buyer will assume or that Seller will not pay in full on or before closing;
- (c) copies of all previous environmental assessments, geotechnical reports, studies, or analyses made on or relating to the Property;
- (d) copies property tax statements for the Property for the previous 2 calendar years;
- (e) plats of the Property;
- (f) copies of current utility capacity letters from the Property's water and sewer service provider; and
- (g) any existing title commitments.

(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 28 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
(6) 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 1938 - Commercial Tenant Estoppel Certificate and any additional information requested by a third party lender providing financing under Paragraph 4 if the third party lender requests such additional information at least 10 days prior to the earliest date that Seller may deliver the signed estoppel certificates.

9. BROKERS:

A. The brokers to this sale are:

Principal Broker: __________________________

Agent: __________________________

Address: __________________________

Phone & Fax: __________________________

E-mail: __________________________

License No.: __________________________

Cooperating Broker: __ Colliers International Houston, Inc.

Agent: __________________________

Address: __________________________

Phone & Fax: __________________________

E-mail: __________________________

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.)

(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: __________________________

☐ __________ % of the sales price.

☐ __________________________

Cooperating Broker a total cash fee of: __________________________

☐ __________ % 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) \( \square \) \text{November 30, 2018} (specific date).
   \( \square \)
   (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 \( \square \) general \( \square \) special warranty deed. The deed must include a vendor’s lien if any part of the sales price is financed. The deed must convey good and indefeasible title to the Property and show no exceptions other than those permitted under Paragraph 6 or other provisions of this contract. Seller must convey the Property:
   (1) with no liens, assessments, or other security interests against the Property which will not be satisfied out of the sales price, unless securing loans Buyer assumes;
   (2) without any assumed loans in default; and
   (3) with no persons in possession of any part of the Property as lessees, tenants at sufferance, or trespassers except tenants under the written leases assigned to Buyer under this contract.

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

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

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

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

See Addendum to Commercial Contract Unimproved Property attached hereto and made a part hereof for all purposes for additional substantive provisions.

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 (Check if applicable)

☐ 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 as Buyer's sole and exclusive remedies, either

(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.

(TAR-1802) 1-1-16  Initiated for Identification by Seller and Buyer.
E. Notices under this Paragraph 18 must be sent by certified mail, return receipt requested. Notices to the title company are effective upon receipt by the title company.

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

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

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

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

☒ 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.

(TAR-1802) 1-1-16 Initialed for Identification by Seller **RJR** and Buyer **B**  Page 10 of 13
If any term or condition of this contract shall be held to be invalid or unenforceable, the remainder of this contract shall not be affected thereby.

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

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

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

(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 ☒ 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. See alternative language in Addendum to Commercial Contract Unimproved Property.

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 a title policy.

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

(TAR-1802) 1-1-16 Initialed for Identification by Seller ☒ and Buyer ☐. Page 11 of 13
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 January 9, 2018, 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: 5019 Fulton, Ltd., a Texas limited partnership
RJR Properties, Inc., a Texas corporation

By: General Partner
By (signature): [Signature]
Printed Name: Robert J. Rose
Title: President

Buyer: Ilex Acquisitions, L.L.C., a Texas limited liability company

By: [Signature]
By (signature): [Signature]
Printed Name: Chris Akbar
Title: Senior Vice President

(TAR-1802) 1-1-16
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: Abe S. Goren
                   Wilson Cribbs + Goren
Address: 2500 Fannin Street
         Houston, Texas 77002
Phone & Fax: (713) 222-9000 Fax: (713) 229-5824
E-mail: agoren@wclaw.net

Buyer'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 January 9, 2018 (effective date);
☐ B. earnest money in the amount of $7,500.00 in the form of cert #3722 on January 9, 2018.

Title company: Texas Regional Title
Address: 7675 Folsom Dr, Blvd. 160
Beaumont, TX 77706
Phone & Fax: 409-861-7300 409-861-7373

By: Mary L. Kading
Assigned file number (GF#):
A TRACT OF LAND CONTAINING 0.2121 ACRES (9,237 SQUARE FEET) OF LAND IN THE JOHN AUSTIN SURVEY, ABSTRACT 1, BEING IN THE CITY OF HOUSTON, HARRIS COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN DEED DATED SEPTEMBER 23, 1996, FROM JOE DICHIA, ET UX. AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: (BEARINGS BASED ON THE WEST RIGHT-OF-WAY LINE OF FULTON STREET BEING SOUTH 08 DEGREES 23 MINUTES 00 SECONDS EAST);

BEGINNING AT A 5/8 INCH CAPPED IRON ROD STAMPED "SOUTH TEXAS SURVEYING" SET AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF WYNN STREET (50 FOOT RIGHT OF WAY) WITH THE WEST RIGHT-OF-WAY LINE OF FULTON STREET (70 FOOT RIGHT-OF-WAY);

THENCE SOUTH 08 DEGREES 23 MINUTES 00 SECONDS EAST, ALONG THE WEST RIGHT-OF-WAY LINE OF SAID FULTON STREET, A DISTANCE OF 101.52 FEET TO A 5/8 INCH CAPPED IRON ROD STAMPED "SOUTH TEXAS SURVEYING" SET FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 88 DEGREES 37 MINUTES 00 SECONDS WEST, A DISTANCE OF 89.54 FEET TO A 5/8 INCH CAPPED IRON ROD STAMPED "SOUTH TEXAS SURVEYING" SET FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 07 DEGREES 59 MINUTES 00 SECONDS WEST, A DISTANCE OF 106.67 FEET ALONG THE EAST LINE OF TRACT 2B AND TRACT 1B TO A 5/8 INCH CAPPED IRON ROD STAMPED "SOUTH TEXAS SURVEYING" SET IN THE SOUTH RIGHT-OF-WAY LINE OF WYNN STREET FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 69 DEGREES 58 MINUTES 00 SECONDS EAST, ALONG THE SOUTH RIGHT OF WAY LINE OF SAID WYNN STREET, A DISTANCE OF 89.12 FEET TO POINT OF BEGINNING AND CONTAINING 0.2121 ACRES (9,237 SQUARE FEET) OF LAND, MORE OR LESS.
TEXAS ASSOCIATION OF REALTORS®
COMMERCIAL CONTRACT FINANCING ADDENDUM

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.

@Texas Association of REALTORS®, Inc. 2010

ADDENDUM TO COMMERCIAL CONTRACT BETWEEN THE UNDERSIGNED PARTIES CONCERNING THE PROPERTY AT

5019 Fulton, Houston, Texas 77009

The portion of the Sales Price not payable in cash will be paid as follows: (Check all that apply.)

A. THIRD PARTY FINANCING:

(1) The contract is contingent upon Buyer obtaining a third party loan(s) secured by the Property in the amount of $_________ for not less than _______ years with the initial interest rate not to exceed ______ % per annum and payments calculated on an amortization period of no less than _______ years.

(2) Buyer will apply for the third party loan(s) described in Paragraph A(1) promptly after the effective date. If Buyer cannot obtain the loan(s), Buyer may give Seller written notice within _______ days after the effective date and the contract will terminate and the earnest money, less any independent consideration under Paragraph 7B(1) of the contract, will be refunded to Buyer. If Buyer does not give such notice within the time required, this contract will no longer be subject to the contingency described in this Paragraph A.

(3) Each note to be executed under this addendum is to be secured by vendor’s and deed of trust liens.

B. ASSUMPTION:

(1) Buyer will assume the unpaid principal balance of the existing promissory note secured by the Property payable to ____________________ dated ________________ which balance at closing will be $_________.

(2) Buyer’s initial payment will be the first payment due after closing. Buyer’s assumption of the existing note includes all obligations imposed by the deed of trust securing the note, recorded in ____________________ (recording reference) in the real property records of the county where the Property is located.

(3) If the unpaid principal balance of the assumed loan as of the date of closing varies from the loan balance stated in Paragraph B(1), the cash payable at closing will be adjusted by the net amount of any variance; provided, if the total principal balance of the assumed loan varies in an amount greater than $______ at closing, either party may terminate this contract and the earnest money will be refunded to Buyer unless either party elects to eliminate the excess in the variance by an appropriate adjustment at closing.

(4) Buyer may terminate the contract and the earnest money, less any Independent consideration under Paragraph 7B(1) of the contract, will be refunded to Buyer if the note holder on assumption requires:
   (a) Buyer to pay an assumption fee in excess of $____ and Seller declines to pay such excess;
   (b) an increase in the interest rate to more than ______%; or
   (c) any other modification of the loan documents.

(5) Unless Seller is released of liability on any assumed note, Seller requires a vendor’s lien and deed of trust to secure assumption, which will be automatically released on execution and delivery of a release by the note holder.

(TAR-1931) 1-28-10

Initiated for Identification by Seller: ____________________ and Buyer: ____________________
(6) If assumption approval is required by the note holder, Buyer will apply for assumption approval within ____ days after the effective date of the contract and will make every reasonable effort to obtain assumption approval. If Buyer cannot obtain assumption approval, Buyer may give Seller written notice within ____ days after the effective date and the contract will terminate and the earnest money, less any independent consideration under Paragraph 78(1) of the contract, will be refunded to Buyer. If Buyer does not give such notice within the time required and Buyer does not close because Buyer is not able to assume the existing note, Buyer will be in default.

☐ C. SELLER FINANCING:

(1) At closing, Buyer will execute and deliver a promissory note (the note) from Buyer to Seller in the amount of $__________, bearing _____% interest per annum. Matured, unpaid amounts will bear interest at the maximum rate of interest allowed by law.

(2) The note will be payable as follows:

- (a) In one payment, due ______________________ after the date of the note, with interest payable: __ (i) monthly __ (ii) ______________________.

- (b) In installments of $______________ including interest or plus interest beginning ______________________ after the date of the note and continuing at __ monthly __ ______________________ intervals thereafter for ______________________ when the entire balance of the note will be due and payable.

- (c) Interest only in __ monthly __ ______________________ installments for the first ______ years and thereafter in installments of $______________ including interest or plus interest beginning ______________________ after the date of the note and continuing at __ monthly __ ______________________ intervals thereafter for ______________________ when the entire balance of the note will be due and payable.

(3) The note will be secured by vendor's and deed of trust liens and an assignment of leases payable at the place designated by Seller.

(4) The note will provide that if Buyer fails to timely pay an installment within 10 days after the installment is due, Buyer will pay a late fee equal to 5% of the installment not paid.

(5) The note __ will __ will not provide for liability (personal or corporate) against the maker in the event of default.

(6) The note may be prepaid in whole or in part at any time without penalty. Any prepayments are to be applied to the payment of the installments of principal last maturing and interest will immediately cease on the prepaid principal.

(7) The lien securing payment of the note will be inferior to any lien securing any superior note described in this addendum. If an owner's policy of title insurance is furnished, Buyer, at Buyer's expense, will furnish Seller with a mortgagee title policy in the amount of the note at closing.

(8) If all or any part of the Property is sold or conveyed without Seller's prior written consent, Seller, at Seller's option, may declare the outstanding principal balance of the note, plus accrued interest, immediately due and payable. Any of the following is not a sale or conveyance of the Property:

- (a) the creation of a subordinate lien;
- (b) a sale under a subordinate lien;
- (c) a deed under threat or order of condemnation;
- (d) a conveyance solely between the parties; or
- (e) the passage of title by reason of death of a maker or operation of law.

(TAR-1831) 1-26-10 Initialed for Identification by Seller: ___ , and Buyer: ___
Commercial Contract Financing Addendum concerning ____________________________

(9) **Deposits for Taxes and Insurance**: Together with the principal and interest installments, Buyer will not deposit with Seller a pro rata part of the estimated annual ad valorem taxes on the Property and a pro rata part of the estimated annual insurance premiums for the improvements on the Property.

(a) If Buyer deposits taxes and insurance deposits with Seller, Buyer agrees that the taxes and insurance deposits are only estimates and may be insufficient to pay total taxes and insurance premiums. Buyer agrees to pay any deficiency within 30 days after Seller notifies Buyer of any deficiency. Buyer’s failure to pay the deficiency is a default under the deed of trust.

(b) If any superior lien holder on the Property collects payments for taxes and insurance, any requirement to deposit taxes and insurance deposits with Seller under this addendum is inoperative so long as payments are being made to the superior lien holder.

(10) Any event that constitutes a default under any superior lien constitutes a default under the deed of trust securing the note.

(11) The note will include a provision for reasonable attorney’s fees for any collection action.

(12) Unless the parties agree otherwise, the form of the note and loan documents will be as found in the current edition of the State Bar of Texas Real Estate Forms Manual without any additional clauses.

☐ D. **CREDIT APPROVAL ON ASSUMPTION OR SELLER FINANCING**:

(1) To establish Buyer’s creditworthiness for assumption approval or seller financing, Buyer will deliver to Seller the following information (Buyer’s documentation) within ________ days after the effective date of the contract:

☐ (a) verification of employment, including salary;
☐ (b) verification of funds on deposit in financial institutions;
☐ (c) current financial statement;
☐ (d) credit report;
☐ (e) tax returns for the following years ____________________________;
☐ (f) ____________________________

(2) If Buyer does not timely deliver Buyer’s documentation or Seller determines, in Seller’s sole discretion, that Buyer’s creditworthiness is not acceptable, Seller may terminate the contract by giving written notice to Buyer not later than ________ days after the date Buyer must deliver Buyer’s documentation under Paragraph D(1) and the earnest money, less any independent consideration under Paragraph 7B(1) of the contract, will be refunded to Buyer. If Seller does not timely terminate the contract under this paragraph, Seller will be deemed to have accepted Buyer’s credit.

☐ E. **SPECIAL PROVISIONS**:

(TAR-1931) 1-26-10 Initiated for identification by Seller: RfR and Buyer: B.
Commercial Contract Financing Addendum concerning 5019 Fulton Houston, Texas 77009

Seller: 5019 Fulton, Ltd.,
a Texas limited partnership
By: RJR Properties, Inc., a Texas corporation
   General Partner
   By (signature): [Signature]
   Printed Name: Robert J. Rose
   Title: President

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

Buyer: JTEX Acquisitions, L.L.C.,
a Texas limited liability company
By: [Signature]
Printed Name: Chris Akben
Title: President

By: [Signature]
Printed Name: [Signature]
Title: [Title]
ADDENDUM TO
COMMERCIAL CONTRACT-UNIMPROVED PROPERTY
SELLER: 5019 FULTON, LTD.
BUYER: ITEX ACQUISITIONS, L.L.C.
PROPERTY: 5019 FULTON STREET
HOUSTON, HARRIS COUNTY, TEXAS 77009

1. All representations and warranties, if any, made by Seller to Buyer hereunder are limited to the actual knowledge of Robert J. Rose, without further duty to inquire or investigate. Notwithstanding anything contained herein to the contrary, at any time prior to Closing, if Buyer becomes aware that any representation or warranty made by Seller is not accurate in any fashion, then Buyer shall bring such matter to the attention of Seller immediately upon discovery, failing which Buyer shall be barred from asserting a claim at a subsequent time that such matter constituted a breach of a representation or warranty of Seller. When used in this Contract, the phrase “to Seller’s knowledge” or derivations thereof shall mean the current actual knowledge of Robert J. Rose in his capacity as President of RJR Properties, Inc., General Partner of Seller (the “Seller Representative”). Buyer acknowledges that the Seller Representative is named solely for the purpose of defining and limiting the scope of Seller’s knowledge, and the Seller Representative shall have no personal liability under this Contract.

2. Seller hereby agrees to defend, indemnify, and hold harmless Buyer, and Buyer hereby agrees to defend, indemnify and hold harmless Seller, from and against any claim by third parties for brokerage, commission, finder's or other fees relative to this Contract or the sale of the Property, and any court costs, attorney's fees or other costs or expenses arising therefrom, and alleged to be due by authorization of the indemnifying party. No commission shall be earned or payable by Seller to the Real Estate Brokers unless and until this transaction is closed and Seller receives the Sales Price.

3. Buyer hereby indemnifies and holds Seller harmless from and against any and all liabilities of whatever kind or nature, claims, demands, costs, losses, judgments, expenses, penalties, actions, damages and fees (including, without limitation, attorney's fees) and other costs and expenses incurred, either directly or indirectly, and including, without limitation, any damage or injury to persons or property, arising out of, connected with, or resulting from studies, tests and/or inspections of the Property by Buyer and/or its agents, employees, invitees and/or licensees and their agents, employees, invitees and/or licensees and any mechanics' or other liens or claims that may be filed or asserted against the Property or Seller by such parties. This indemnification shall survive the Closing or termination of this Contract.

4. Notwithstanding anything contained herein to the contrary, this Contract may not be assigned by Buyer without the express prior written consent of Seller, which consent may be withheld by Seller in Seller's sole and absolute discretion; provided, however, (a) an assignment to a limited partnership in which Buyer is the sole general partner or to an assignee controlled by Buyer, and (b) the original Buyer shall remain liable for all obligations of Buyer under this Contract shall be permitted.

5. This Contract shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties are performable in Harris County, Texas.

6. This Contract supersedes any and all other agreements, either oral or written, between the parties hereto with respect to the subject matter hereof and contains all of the covenants and agreements between the parties with respect to this matter. Each party acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party which are not embodied herein, and that no other agreement, statement, or promise not contained in this Contract shall be valid or binding upon the parties. Any change hereto shall be effective only if in writing and duly executed by the respective parties.

7. The provisions of this Contract containing agreements between the parties relating to actions occurring after Closing shall not be merged into the instruments of Closing but shall expressly survive and be enforceable according to their terms.
8. Buyer represents that Buyer is an experienced real estate investor and is familiar with transactions such as that contemplated by this Contract, and has been advised by expert legal counsel of its own choosing. This Contract is a negotiated agreement and any documents delivered pursuant hereeto shall be construed without regard to the identity of the persons who drafted the various provisions thereof. Every provision of this Contract and such other documents shall be construed as though all parties participated equally in the drafting thereof. Any legal rule of construction that a document is to be construed against the drafting party shall not be applicable and is expressly waived.

9. Notwithstanding anything to the contrary contained in this Contract, the mediation provided for in Paragraph 21 of this Contract shall be non-binding.

10. In the event of any conflict between the printed portion of this Contract and the terms and provisions of this Addendum, the terms and provisions of this Addendum shall apply.

11. Property Conveyed “AS IS”.

(a) DISCLAIMER OF REPRESENTATIONS AND WARRANTIES BY SELLER. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, IT IS UNDERSTOOD AND AGREED THAT SELLER HAS NOT MADE AND IS NOT NOW MAKING, AND SELLER SPECIFICALLY DISCLAIMS AND BUYER WAIVES, ANY WARRANTIES, REPRESENTATIONS, OR GUARANTEES OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT, OR FUTURE, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES, REPRESENTATIONS OR GUARANTEES AS TO (I) MATTERS OF TITLE (OTHER THAN SELLER'S WARRANTY OF TITLE SET FORTH IN THE WARRANTY DEED TO BE DELIVERED AT CLOSING); (II) ENVIRONMENTAL MATTERS RELATING TO THE PROPERTY OR ANY PORTION THEREOF; (III) GEOLOGICAL CONDITIONS, INCLUDING, WITHOUT LIMITATION, SUBSIDENCE, SUBSURFACE CONDITIONS, WATER TABLE, UNDERGROUND WATER RESERVOIRS, LIMITATIONS REGARDING THE WITHDRAWAL OF WATER AND EARTHQUAKE FAULTS AND THE RESULTING DAMAGE OF PAST AND/OR FUTURE EARTHQUAKES, (IV) WHETHER AND THE EXTENT TO WHICH, THE PROPERTY OR ANY PORTION THEREOF IS AFFECTED BY ANY STREAM (SURFACE OR UNDERGROUND), BODY OF WATER, FLOOD PRONE AREA, FLOOD PLAIN, FLOODWAY OR SPECIAL FLOOD HAZARD; (V) DRAINAGE; (VI) SOIL CONDITIONS, INCLUDING THE EXISTENCE OF INSTABILITY, PAST SOIL REPAIRS, SOIL ADDITIONS OR CONDITIONS OF SOIL FILL, OR SUSCEPTIBILITY TO LANDSLIDES, OR THE SUFFICIENCY OF ANY UNDERSHORING; (VII) ZONING TO WHICH THE PROPERTY OR ANY PORTION THEREOF MAY BE SUBJECT; (VIII) THE AVAILABILITY OF ANY UTILITIES TO THE PROPERTY OR ANY PORTION THEREOF, INCLUDING, WITHOUT LIMITATION, WATER, SEWAGE, GAS AND ELECTRIC; (IX) USAGES OF ADJOINING PROPERTY; (X) ACCESS TO THE PROPERTY OR ANY PORTION THEREOF; (XI) THE VALUE, COMPLIANCE WITH THE PLANS AND SPECIFICATIONS, SIZE, LOCATION, AGE, USE, DESIGN, QUALITY, DESCRIPTION, SUITABILITY, STRUCTURAL INTEGRITY, OPERATIONAL TITLE TO, OR PHYSICAL OR FINANCIAL CONDITION OF THE PROPERTY OR ANY PORTION THEREOF, OR ANY INCOME, EXPENSES, CHARGES, LIENS, ENCUMBRANCES, RIGHTS, OR CLAIMS ON OR PERTAINING TO THE PROPERTY OR ANY PART THEREOF; (XII) THE PRESENCE OF HAZARDOUS SUBSTANCES IN, ON, UNDER, OR IN THE VICINITY OF THE PROPERTY; (XIII) THE CONDITION OR USE OF THE PROPERTY OR COMPLIANCE OF THE PROPERTY WITH ANY OR ALL PAST, PRESENT OR FUTURE FEDERAL, STATE OR LOCAL ORDINANCES, RULES, REGULATIONS, OR LAWS, BUILDING FIRE OR ZONING ORDINANCES, CODES OR OTHER SIMILAR LAWS; (XIV) THE EXISTENCE OR NON-EXISTENCE OF UNDERGROUND STORAGE TANKS; (XV) ANY OTHER MATTER AFFECTING THE STABILITY OR INTEGRITY OF THE PROPERTY; (XVI) THE POTENTIAL FOR FURTHER DEVELOPMENT OF THE PROPERTY; (XVII) THE EXISTENCE OF VESTED LAND USE, ZONING OR BUILDING ENTITLEMENTS AFFECTING THE PROPERTY; (XVIII) THE MERCHANTABILITY OF THE PROPERTY OR FITNESS OF THE PROPERTY FOR ANY PARTICULAR PURPOSE (BUYER AFFIRMING THAT BUYER HAS NOT RELIED ON SELLER'S SKILL OR JUDGMENT TO SELECT OR FURNISH THE PROPERTY FOR ANY PARTICULAR PURPOSE, AND THAT SELLER MAKES NO WARRANTY THAT THE PROPERTY IS FIT FOR ANY PARTICULAR PURPOSE); OR (XIX) TAX CONSEQUENCES.
(including, but not limited to, the amount, use or provisions relating to any tax credits).

(b) **SALE “AS IS”**. Buyer has not relied upon and will not rely upon, either directly or indirectly, any representation or warranty of Seller or any of its agents and acknowledges that no such representations have been made. Buyer represents that it is knowledgeable, experienced and sophisticated buyer of real estate and that it is relying solely on its own expertise and that of Buyer’s consultants in purchasing the property. Buyer will conduct such inspections and investigations of the property as Buyer deems necessary, including, but not limited to, the physical and environmental conditions thereof, and shall rely upon same. Upon closing, Buyer shall assume the risk that adverse matters, including, but not limited to, adverse physical and environmental conditions, may not have been revealed by Buyer’s inspections and investigations and hereby waives any claim Buyer may have, now or in the future, in connection with any such adverse matters, including, without limitation, any right of contribution. Buyer acknowledges and agrees that upon closing, Seller shall sell and convey to Buyer and Buyer shall accept the property “as is, where is”, with all faults. Buyer further acknowledges and agrees that there are no oral agreements, warranties or representations, collateral to or affecting the property by Seller, any agent of Seller or any third party. The terms and conditions of this Paragraph 11 shall expressly survive the closing, not merge with the provisions of any closing documents and shall be incorporated into the warranty deed. Seller is not liable or bound in any manner by any oral or written statements, representations, or information pertaining to the property furnished by any real estate broker, agent, employee, servant, or other person, unless the same are specifically set forth or referred to herein. Buyer acknowledges that the sales price reflects the “as is” nature of this sale and any faults, liabilities, defects or other adverse matters that may be associated with the property. Buyer has fully reviewed the disclaimers, assumptions and waivers set forth in this contract with its counsel and understands the significance and effect thereof. Buyer further acknowledges and agrees that the provisions of this Paragraph 11 and in particular this paragraph (b) are an integral part of this contract and that Seller would not have agreed to sell the property to Buyer for the sales price without such provisions.

12. Buyer and Buyer’s representatives shall have the right to enter upon the Property for the sole purpose of inspecting the Property and making surveys, engineering tests and other investigations, inspections and tests (collectively, “Investigations”), provided (i) Buyer shall give Seller not less than twenty four (24) hours prior notice before each such entry, and (ii) each such notice shall include sufficient information to permit Seller to review the scope of the proposed Investigations, and neither Buyer nor Buyer’s representatives shall conduct any invasive inspections on the Property without Seller’s prior written consent, which consent may be given by email and which consent may be withheld in Seller’s sole discretion. Buyer shall not request approval for performance of a Phase II environmental site assessment unless such an assessment is recommended under the terms of a Phase I environmental site assessment performed on behalf of Buyer. Any entry upon the Property and all Investigations shall be at a mutually acceptable time and at the sole risk and expense of Buyer and Buyer’s representatives, subject to the terms of the rights of tenants under leases and shall not interfere with the activities on or about the Property of Seller, its tenants and their employees and invitees. In addition, Buyer shall:

(a) promptly repair any damage to the Property resulting from any such Investigations and replace, refill and regrade any holes made in, or excavations of, any portion of the Property used for such Investigations so that the Property shall be in as near the same condition that it existed in prior to such Investigations as reasonably possible;

(b) fully comply with all laws applicable to the Investigations and all other activities undertaken in connection therewith;
(c) permit Seller to have a representative present during all Investigations undertaken hereunder;

(d) take all actions and implement all protections necessary to ensure that all actions taken in connection with the Investigations, and the equipment, materials, and substances generated, used or brought onto the Property pose no threat to the safety or health of persons or the environment, and cause no damage to the Property or other property of Seller or other persons;

(e) cause Buyer and/or Buyer's representative to provide their respective liability endorsement to Seller;

(f) maintain or cause to be maintained, at Buyer's expense, a policy of commercial general liability insurance, with a broad form contractual liability endorsement covering Buyer's indemnification obligations contained in this Contract, and with a combined single limit of not less than $1,000,000.00 general liability, insuring Buyer and Seller as additional insureds, providing that the insurers have waived all rights of subrogation and that all policies shall provide primary and non-contributory coverage to Seller and if or when any policy issued to Seller provides duplicate or similar coverage, Seller's coverage shall be excess coverage, against injuries or damages to persons or property that may result from or are related to (i) Buyer's and/or Buyer's representatives' entry upon the Property, (ii) any Investigations or other activities conducted thereon, and (iii) any and all other activities undertaken by Buyer or Buyer's representatives, in such forms and with an insurance company reasonably acceptable to Seller, and deliver a certificate of insurance to Seller prior to the first entry on the Property;

(g) indemnify and hold harmless Seller, its successors and assigns, officers, directors, partners, affiliates, consultants and agents, from and against any and all claims, demands, causes or action, losses, damages, liabilities, costs and expenses of any kind or of any nature whatsoever (including without limitation, attorneys' fees and disbursements), arising out of or in connection with (i) Buyer's and/or Buyer's representatives' entry upon the Property, (ii) any Investigations or other activities conducted thereon, and (iii) any and all other activities undertaken by Buyer or Buyer's representatives, in such forms and with an insurance company reasonably acceptable to Seller, and deliver a certificate of insurance to Seller prior to the first entry on the Property;

The provisions and indemnities of this Paragraph 12 shall survive any termination of this Contract and a closing of the transaction contemplated hereby.

13. Buyer agrees that, prior to the Closing, all information regarding this transaction and/or the Property shall be kept strictly confidential and shall not, without the prior consent of Seller, be disclosed by Buyer or its representatives, in any manner whatsoever, in whole or in part, except as expressly allowed herein, and will not be used by Buyer or its representatives directly or indirectly, for any purpose other than evaluating the Property. Moreover, Buyer agrees that, prior to the Closing, information shall be transmitted only to Buyer's employees, accountants, attorneys, lenders, investors and consultants who need to know such information for the purpose of evaluating the Property and who are informed by the Buyer of the confidential nature of such information. The terms and conditions, including Sales Price and all information provided by Seller to Buyer with respect to the Property shall constitute "trade secrets" under the Texas Uniform Trade Secrets Act, Sec. 134A of the Texas Civil Practice and Remedies Code and neither Buyer nor any agent, broker, consultant or other party to which Buyer may share such information with shall disclose such information unless Buyer closes and funds this transaction. The provisions of this Paragraph 12 shall not apply to information which is a matter of public record and shall not prevent Buyer from complying with laws, including, without limitation, governmental regulatory, disclosure, tax and reporting requirements. Buyer or its representatives shall not engage in any written or oral communications with any of Seller's lenders without Seller's prior written approval, such approval not to be unreasonably withheld. Buyer may communicate with the tenants under the leases, and vendors under the service
agreements subject to Seller having the opportunity to be present at any oral communications and the right to reasonably approve any written communications.

14. Neither this Contract, nor a memorandum of this Contract, shall be recorded. If this Contract or a memorandum of this Contract is recorded, this Contract shall be null and void and shall constitute notice to all third parties that this Contract has been terminated and Buyer has no right, title, claim, or interest in the Property.

15. All of Seller's representations and warranties shall survive the closing for a period of two (2) years and one day; provided, however, (a) written notice of a claim hereunder must be received by Seller within six (6) months after the date of closing, and (b) any action or suit seeking specific performance for must be filed within sixty (60) days after Buyer has knowledge of the alleged default, or else Buyer shall be deemed to have elected to terminate this Contract.

16. Without any obligation upon Seller to remediate the Property, on or before February 25, 2018, Seller will provide Buyer in writing with the status of Seller's remediation, if any, of the Property, which status shall include a proposed timeline and budget for the remediation of the Property.

17. Seller acknowledges that Buyer, in addition to conventional sources of financing, is seeking funding from perhaps several agencies of government including Texas Department of Housing & Community Affairs (TDHCA). Although Buyer has had extensive experience and has been successful in securing funds from TDHCA and other governmental jurisdictions, at this point commitments are not guaranteed. Mixed finance developments of this nature typically take several months to close after the Buyer receives notification of an award from TDHCA and/or other governmental jurisdictions.

18. This Contract is contingent upon Buyer's receipt of allocation of Housing Tax Credits from Texas Department of Housing and Community Affairs (TDHCA). See Financing Addendum Special Provisions.

19. This contract is contingent upon Buyer obtaining water and wastewater services in the capacities required for Buyer's intended use of the Property for multi-family apartments.

20. Buyer shall be granted the option to extend Feasibility Period for one (1) additional ninety (90) day period upon giving Seller notice of Buyer's intention to extend Feasibility and by depositing $10,000 additional Earnest Money with the Title Company which shall be non-refundable, and shall be credited to the Sale Price at Closing.

21. Notwithstanding anything contained herein to the contrary, in the event Buyer terminates this Contract on or before the expiration of the feasibility period solely due to the environmental condition of the Property which would prevent Buyer from developing the Property for Buyer's intended use as a multi-family residential project, then the Independent Consideration referenced in paragraph 7B.(1) of the Contract shall be reduced to $100.00.
Information About Brokerage Services

Texas law requires all real estate licensees to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

**TYPES OF REAL ESTATE LICENSE HOLDERS:**

- A BROKER is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- A SALES AGENT must be sponsored by a broker and works with clients on behalf of the broker.

**A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):**

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

**A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:**

**AS AGENT FOR OWNER (SELLER/LANDLORD):** The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

**AS AGENT FOR BUYER/TENANT:** The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

**AS AGENT FOR BOTH - INTERMEDIARY:** To act as an intermediary between the parties the broker must first obtain the written agreement of each party to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or different license holder, associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.

**AS SUBAGENT:** A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

**TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:**

- The broker's duties and responsibilities to you, and your obligations under the representation agreement;
- Who will pay the broker for services provided to you, when payment will be made, and how the payment will be calculated.

**LICENSE HOLDER CONTACT INFORMATION:** This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

<table>
<thead>
<tr>
<th>Name</th>
<th>License No.</th>
<th>Email</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Colliers International Houston, Inc</td>
<td>29114</td>
<td><a href="mailto:houston.info@colliers.com">houston.info@colliers.com</a></td>
<td>(713)222-2111</td>
</tr>
<tr>
<td>Licensed Broker/Broker Firm Name or Primary Assumed Business Name</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gary Mabray</td>
<td>138207</td>
<td><a href="mailto:gary.mabray@colliers.com">gary.mabray@colliers.com</a></td>
<td>(713)830-2104</td>
</tr>
<tr>
<td>Designated Broker of Firm</td>
<td>License No.</td>
<td>Email</td>
<td>Phone</td>
</tr>
<tr>
<td>Patrick Duffy, MCR</td>
<td>604308</td>
<td><a href="mailto:patrick.duffy@colliers.com">patrick.duffy@colliers.com</a></td>
<td>(713)830-2112</td>
</tr>
<tr>
<td>Licensed Supervisor of Sales Agent/Associate</td>
<td>License No.</td>
<td>Email</td>
<td>Phone</td>
</tr>
<tr>
<td>Kelly Hutchinson</td>
<td>317495</td>
<td><a href="mailto:kelly.hutchinson@colliers.com">kelly.hutchinson@colliers.com</a></td>
<td>(713)830-2146</td>
</tr>
<tr>
<td>Sales Agent/Associate's Name</td>
<td>License No.</td>
<td>Email</td>
<td>Phone</td>
</tr>
</tbody>
</table>

**Buyer/Tenant/Seller/Landlord Initials**

**Date**

Regulated by the Texas Real Estate Commission

Information available at www.trec.texas.gov

IABS 1-0 Date

Collins International - Corporate, 123 West Loop South, Suite 501 Houston, TX 77027
Phone: 713-222-2111
Fax: 713-830-4668

Kelly Hutchinson
Produced with ctpv2 by ctpLight; 16470 Ellsworth Mil Road, Tower, Michigan 48080; www.ziplight.com

11/2/2015

JABS 1-0 Date

Collins International - Corporate, 123 West Loop South, Suite 501 Houston, TX 77027
Phone: 713-222-2111
Fax: 713-830-4668

Kelly Hutchinson
Produced with ctpv2 by ctpLight; 16470 Ellsworth Mil Road, Tower, Michigan 48080; www.ziplight.com
ASSIGNMENT OF CONTRACT OF SALE

THIS ASSIGNMENT OF CONTRACT OF SALE (this "Assignment") is executed and entered into effective as of the 9th day of January, 2018 (the "Effective Date") by and between ITEX Acquisitions, LLC ("Assignor"), and Houston 5009 Fulton, LP, a to-be-formed Texas Limited Partnership ("Assignee").

WITNESSETH:

WHEREAS, 5019 Fulton, LTD, as Seller, and Assignor, as Buyer, have heretofore executed and entered into that certain Commercial Contract-Unimproved Property ("Contract") dated as of January 9, 2018, concerning that certain tract of land that is located at 5019 Fulton St Houston, Harris County, Texas and is described as:

TRACT 11 Sharman Tract, ABST 1 J Austin, Houston, Harris County, TX.

WHEREAS, Assignor now desires to assign to Assignee all of Assignor's right, title and interest in and to the Contract, and Assignee is willing to accept an assignment of the Contract.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby transfers, assigns and conveys to Assignee all of Assignor's right, title and interest in and to the Contract, and Assignee hereby accepts the assignment of the Contract and agrees to perform each of the duties and obligations of the Buyer under the Contract.

2. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

Executed and effective as of the Effective Date.

[Signatures]

ITEX Acquisitions, LLC ("Assignor")

Houston 5009 Fulton, LP ("Assignee")
Commitment

THE FOLLOWING COMMITMENT FOR TITLE INSURANCE IS NOT VALID UNLESS YOUR NAME AND THE POLICY AMOUNT ARE SHOWN IN SCHEDULE A AND OUR AUTHORIZED REPRESENTATIVE HAS COUNTERSIGNED BELOW.

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

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

First American Title Insurance Company

Dennis J. Gilmore
President

Jeffrey S. Robinson
Secretary

By: [Signature]
Authorized Countersignature

(Tex) This jacket was created electronically and constitutes an original document

Form 5025348 (7-1-14) Page 1 of 4
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 perdidas resultantes de ciertos riesgos que pueden afectar el título de su propiedad.

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

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

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

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

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

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

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

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

- CONDITIONS are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.
SCHEDULE A

Effective Date: January 2, 2018 at 08:00 AM
GF Number: 23426-MM
Commitment Number: ORIGINAL, issued January 12, 2018 at 03:09-PM

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: $1,500,000.00
      PROPOSED INSURED:
      Itex Acquisitions, L.L.C., a Texas limited liability company
   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:
      (To be determined), and each successor in ownership of the indebtedness secured by the insured mortgage, except a successor who is an obligor under the provisions of Section 12(c) of the Conditions.
      Proposed Borrower:
      Itex Acquisitions, L.L.C., a Texas LLC
   d. TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)
      Policy Amount:
      PROPOSED INSURED:
      Proposed Borrower:
   e. LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)
      Binder Amount:
      PROPOSED INSURED:
      Proposed Borrower:
   g. 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:
   Fulton Interests, LLC, a Texas limited liability company

4. Legal description of land:
   TRACT 1:

   BEING LOT OR PARCEL 1A OUT OF SHARMAN 5.28 ACRE TRACT OUT OF THE JOHN AUSTIN SURVEY, ABSTRACT NO. 1, IN HARRIS COUNTY, TEXAS, DESIGNATED AS ITEM 79 IN REPORT OF COMMISSIONERS IN PARTITION SUIT NO. D-350.059 IN THE DISTRICT COURT OF HARRIS COUNTY, TEXAS, 80TH JUDICIAL DISTRICT AND AS FULLY SET OUT IN VOLUME 36, PAGE 1 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS, SAID TRACT BEING DESCRIBED AS FOLLOWS:

   COMMENCING AT A (1/2) INCH IRON ROD SET AT THE COMMON EAST CORNER OF LOTS OR PARCELS 2A AND 3A, ON THE PRESENT WESTERLY RIGHT-OF-WAY LINE OF FULTON STREET (70' R.O.W.);

   THENCE NORTH 08° 26' 00" WEST, ALONG THE WESTERLY LINE OF FULTON STREET, A DISTANCE OF 90.00 FEET TO A POINT FOR THE SOUTHWEST CORNER AND POINT OF BEGINNING OF THE
HEREIN DESCRIBED TRACT;

THENCE WEST, A DISTANCE OF 100.11 FEET TO THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 02° 41’ 25” WEST, A DISTANCE OF 83.78 FEET TO THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT, SAME BEING THE SOUTHEAST CORNER OF THE "MONTALVO" TRACT RECORDED UNDER C.F. # 20100455843;

THENCE NORTH 86° 38’ 00” EAST, ALONG THE SOUTH LINE OF SAID "MONTALVO" TRACT A DISTANCE OF 91.00 FEET TO A (1/2) INCH IRON ROD SET FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, ON THE WESTERLY LINE OF SAID FULTON STREET;

THENCE SOUTH 08° 26’ 00” EAST, ALONG THE WESTERLY LINE OF SAID FULTON STREET, A DISTANCE OF 90.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 8267.41 SQUARE FEET OF LAND MORE OR LESS.

TRACT 2:

THAT CERTAIN PARCEL OF LAND DESIGNATED AS PARCEL 2A OUT OF THE SHARMAN 5.28 ACRE TRACT OUT OF THE JOHN AUSTIN SURVEY, ABSTRACT NO. 1, IN HARRIS COUNTY, TEXAS, DESIGNATED AS ITEM 79 IN REPORT OF COMMISSIONERS IN PARTITION SUIT NO. D-350.059 IN THE DISTRICT COURT OF HARRIS COUNTY, TEXAS, 80TH JUDICIAL DISTRICT SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS ATTACHED HERETO AND MADE A PART THEREOF.

BEING LOT OR PARCEL 2A OUT OF SHARMAN 5.28 ACRE TRACT OUT OF THE JOHN AUSTIN SURVEY, ABSTRACT NO. 1, IN HARRIS COUNTY, TEXAS, Designated as Item 79 in Report of Commissioners in Partition Suit No. D-350.059 in the District Court of Harris County, Texas, 80th Judicial District and as fully set out in Volume 36, Page 1 of the Map Records of Harris County, Texas, Said Tract being described as follows:

BEGINNING AT A (1/2)-INCH IRON ROD SET MARKING THE COMMON EAST CORNER OF LOTS OR PARCELS 2A AND 3A IN THE PRESENT WEST RIGHT-OF-WAY LINE OF FULTON;

THENCE WEST, WITH THE COMMON LINE OF LOTS OR PARCELS 2A AND 3A, A DISTANCE OF 108.08 FEET TO A (1/2)-INCH IRON ROD MARKING THE COMMON WEST CORNER OF LOTS OR PARCELS 2A AND 3A;

THENCE N 02° 46’ 57” W, WITH THE WEST LINE OF SAID 2A, A DISTANCE OF 89.13 FEET TO A CHAIN LINK FENCE CORNER POST MARKING THE COMMON WEST CORNER OF LOTS OR PARCELS 2A AND 1A;

THENCE EAST, WITH THE COMMON LINE OF SAID 1A AND 2A, A DISTANCE OF 99.93 FEET TO AN "X" CUT IN CONCRETE MARKING THE COMMON EAST CORNER OF SAID 1A AND 2A IN THE WEST LINE OF FULTON;

THENCE S 08° 26’ 00” E, WITH THE WEST RIGHT-OF-WAY LINE OF FULTON, A DISTANCE OF 90.00 FEET TO THE PLACE OF BEGINNING.

TRACT 3:

BEING A 0.7196 ACRE TRACT OF LAND, BEING TRACTS 1B, 2B AND 3B OUT OF THE J.J. SETTEGAST HEIRS PARTITION OF 5.28 ACRES OF LAND OUT OF THE JOHN AUSTIN SURVEY, ABSTRACT 1, HARRIS COUNTY, TEXAS, RECORDED IN VOLUME 36, PAGE 1 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:
BEGINNING AT AN IRON ROD (SET) AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF
WYNNE STREET AND THE EAST RIGHT-OF-WAY OF SHARMAN STREET FOR THE
NORTHWEST CORNER OF THE TRACT;

THENCE SOUTH 89° 59' 31" EAST ALONG THE SOUTH RIGHT-OF-WAY OF WYNNE STREET 92.95
FEET TO AN IRON ROD (FOUND) FOR THE NORTHEAST CORNER OF THE TRACT;

THENCE SOUTH 07° 52' 21" EAST 206.26 FEET TO AN IRON PIPE (FOUND) FOR AN ANGLE POINT;

THENCE SOUTH 02° 38' 22" EAST ALONG A CHAIN LINK FENCE 77.01 FEET TO AN IRON ROD
(FOUND) FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE SOUTH 89° 56' 52" WEST ALONG A CHAIN LINK FENCE 124.75 FEET TO AN IRON ROD
(FOUND) IN THE EAST RIGHT-OF-WAY OF SHARMAN STREET FOR THE SOUTHWEST CORNER OF
THIS TRACT;

THENCE NORTH ALONG THE EAST RIGHT-OF-WAY OF SHARMAN STREET 281.37 FEET TO THE
POINT OF BEGINNING AND CONTAINING 0.7196 ACRE OF LAND, MORE OR LESS.

NOTE: THE COMPANY DOES NOT REPRESENT THAT THE ABOVE ACREAGE OR SQUARE FOOTAGE
CALCULATIONS ARE CORRECT.
SCHEDULE B

EXCEPTIONS FROM COVERAGE

GF Number: 23426-MM

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

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

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

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

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

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

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

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

10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):
   a. Rights of Parties in Possession. (Owner’s Policy Only)
   b. Rights of tenants, as tenants only, under unrecorded leases or rental agreements.
   c. Visible and apparent easements on or across property described in Schedule A.
d. Any portion of subject property lying within the boundaries of a public or private roadway whether
dedicated or not.

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

f. City of Houston Ordinance Nos. 85-1878, and 99-262 amending Chapter 42 of the Code of
Ordinances of the City of Houston, Texas establishing rules, regulations, procedures and design
standards to govern the development, redevelopment, platting and replatting of real property
within the corporate limits of the City of Houston, Texas and within the area of extraterritorial
jurisdiction of the City of Houston, Texas, providing for the establishing of Building Setback Lines
and recorded under County Clerk's File No. N253886, Official Public Records, Harris County,
Texas.

g. Dedication and re-dedication establishing right-of-way for Fulton Street as described in City of
Houston, Texas Ordinance No. 92-1560, a certified copy of said Ordinance filed on March 7, 1995
under Harris County Clerk's File No. R298538, Official Public Records of Harris County, Texas. (as
to Tracts 1 and 2)

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

i. Any and all liens arising by reason of unpaid bills or claims for work performed or materials
furnished in connection with improvements placed, or to be placed, upon the subject land.
However, Company does insure the insured against loss, if any, sustained by the insured under
this Policy if such liens have been filed with the County Clerk of Jefferson County, Texas prior to
the date hereof.
Your Policy will not cover loss, costs, attorney's fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

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

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

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

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

5. Requirement is made that the proposed owner execute a satisfactory Waiver of Inspection and upon execution of said waiver, that an exception to "Rights of Parties in Possession" be placed in Schedule B of the proposed Owner's Policy; in the alternative, should the proposed owner decline to execute said waiver, then requirement is made that an on-ground inspection be made of the subject property and that pursuant to such inspection, should possession by parties other than the proposed owner be apparent, then exception be made in Schedule B of the proposed Owner's Policy to the rights of any and all such parties.

6. For informational purposes, if the undersigned is furnished with a satisfactory current survey of the subject property and said survey reveals no encroachments, overlaps, and/or similar items, then Item No. 2 of Schedule B of the proposed Loan Policy may be amended to read: "Shortages in Area"; upon payment of the additional premium as promulgated by the Texas Department of Insurance, the same amendment may be made to Item No. 2 of Schedule B of the proposed Owner's Policy.

7. Upon being furnished satisfactory evidence that taxes, standby fees and assessments by any taxing authority for the year 2017 and prior years have been paid or will be paid at the proposed closing, and upon payment if the additional premium as promulgated by the Texas Department of Insurance, Item No. 3 of Schedule B of the proposed Loan Policy (See Item 5 of Schedule B of this Commitment) may be amended by adding the following sentence after the standard tax exception: "Company insures that standby fees, taxes and assessments by any taxing authority for the year 2018 are not yet due and payable".

8. Upon being furnished satisfactory evidence that the subject property is not subject to "rollback" taxes or assessments by any taxing authority, and upon payment of the additional premium as promulgated by The Texas Department of Insurance, Item No. 3 of Schedule B of the proposed Loan Policy (See Item 5 of Schedule B of this Commitment) may be amended by deleting the words "and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership."

9. Requirement is made that the undersigned be furnished a satisfactory metes and bounds description of the exact property to be included in the proposed transaction. Upon receipt and review and approval of same by the undersigned, requirement is made that said description be used in the closing documents and in said Policy issued pursuant thereto.
10. We must be provided with, and reserve the right to amend this commitment upon our review of:

   a. satisfactory verification from the Secretary of State and the Comptroller of Public Accounts that Itex Acquisitions, L.L.C. and Fulton Interests, LLC, are duly authorized companies in good standing; and

   b. a copy of all organizational documents in order to determine who has authority to execute documents involved in the proposed transaction.

11. Based on the fact that this commitment is issued in anticipation of an interim construction loan being placed on subject property, the following requirements are hereby made:

   a. We will require a satisfactory affidavit from owner that no work has begun nor any materials purchased or supplied in connection with the proposed improvements on the subject property. This requirement pertains to the interim loan but must be produced prior to issuance of the policy which is the subject of this commitment;

   b. Upon completion of the construction, we will require satisfactory affidavits from the contractor that all bills have been paid in connection with the construction of the improvements on the subject property.

12. Texas Regional Title, LLC, will follow all of the Rules and Regulations of the Texas Department of Insurance in disbursing any funds provided by the Insured shown on Schedule A of this Commitment. Good funds, as defined in Procedural Rule P-27, shall be in possession of the title company prior to any disbursements.
Commitment for Title Insurance (T-7)

ISSUED BY
First American Title Insurance Company

Schedule D

File No.: 23426-MM

The following disclosures are made pursuant to Procedural Rule P-21 promulgated by the Texas Department of Insurance:

UNDERWRITER: First American Title Insurance Company, a Nebraska Corporation.

Shareholder owning or controlling, directly or indirectly, ten percent or more of the share of the Underwriter: First American Title Insurance Company is a wholly owned subsidiary of First American Financial Corporation, a public company formed in Delaware.

Directors: Dennis J. Gilmore, Jeffrey S. Robinson, Mark E. Seaton, Christopher M. Leavell

Officers: President: Dennis J. Gilmore; Senior Vice President, Secretary: Jeffrey S. Robinson; and Chief Financial Officer: Max O. Valdes

AGENT: Texas Regional Title, LLC, a Texas limited liability company

Shareholder, owner, partner or other person having, owning or controlling one percent (1%) or more of the Title Insurance Agent: Ken Nelson Whitlow and Molly Laird Mallet.

Shareholder, owner, partner or other person having, owning or controlling ten percent (10%) or more of an entity that has, owns or controls one percent (1%) or more of the Title Insurance Agent:

If the Title Insurance Agent is a corporation, the following is a list of the members of the Board of Directors:

If the Title Insurance Agent is a corporation, the following is a list of its officers: President: Ken N. Whitlow; Executive Vice President: Molly L. Mallet; Vice Presidents: Vicki L. Robison and Juliana Stringer

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

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

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Owner's Policy</td>
<td>$8,141.00</td>
</tr>
<tr>
<td>Loan Policy</td>
<td>$0.00</td>
</tr>
<tr>
<td>Endorsement Charges</td>
<td>$0.00</td>
</tr>
<tr>
<td>Other</td>
<td>$</td>
</tr>
<tr>
<td>Total</td>
<td>$8,141.00</td>
</tr>
</tbody>
</table>

Of this total amount $________________________________________ or 15% (complete only one) will be paid to the policy issuing Title Insurance Company; $________________________________________ or 85% (complete only one) will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

<table>
<thead>
<tr>
<th>Amount</th>
<th>To Whom</th>
<th>For Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>$150.00</td>
<td>First American Title Insurance Company</td>
<td>Title Evidence</td>
</tr>
<tr>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>$</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

(This Schedule D is valid only when cover, Schedule A, B, and C are attached)
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
You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-888-632-1642 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

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

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

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

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

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

CONDITIONS AND STIPULATIONS

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

2. Our liability is only to you, and others who are included in the definition of Insured in the Policy to be issued. Our liability is only for actual loss incurred in your reliance on this Commitment to comply with its requirements, or to acquire the interest in the land. Our liability is limited to the amount shown in Schedule A of this Commitment and will be subject to the following terms of the Policy: Insuring Provisions, Conditions and Stipulations, and Exclusions.
IMPORTANT NOTICE
To obtain information or make a complaint:
You may call First American Title Insurance Company’s toll-free telephone number for information or to make a complaint at:
1-888-632-1642
You may also write to First American Title Insurance Company at:
1 First American Way
Santa Ana, California 92707
You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:
1-800-252-3439
You may write the Texas Department of Insurance:
P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

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

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

AVISO IMPORTANTE
Para obtener información o para someter una queja:
Usted puede llamar al numero de teléfono gratis de First American Title Insurance Company’s para información o para someter una queja al:
1-888-632-1642
Usted también puede escribir a First American Title Insurance Company:
1 First American Way
Santa Ana, California 92707
Puede comunicarse con el Departamento de Seguros de Texas para obtener información acerca de compañías, coberturas, derechos o quejas al:
1-800-252-3439
Puede escribir al Departamento de Seguros de Texas:
P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

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

UNA ESTE AVISO A SU POLIZA:
Este aviso es solo para propósito de información y no se convierte en parte o condición del documento adjunto.
THE FOLLOWING COMMITMENT FOR TITLE INSURANCE IS NOT VALID UNLESS YOUR NAME AND THE POLICY AMOUNT ARE SHOWN IN SCHEDULE A AND OUR AUTHORIZED REPRESENTATIVE HAS COUNTERSIGNED BELOW.

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

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

First American Title Insurance Company

Dennis J. Gilmore
President

Jeffrey S. Robinson
Secretary

By: ________________
Authorized Countersignature

This Commitment is valid only when Schedules A, B, C, and D are attached.

TEXAS REGIONAL TITLE, LLC
3195 Dowlen Road, Suite 108
Beaumont, Texas 77706
(409) 861-7300 Fax (409) 861-7373

This jacket was created electronically and constitutes an original document.
Title insurance insures you against loss resulting from certain risks to your title.
The commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to completely understand it before your closing date.

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

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

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

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

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

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

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

- **CONDITIONS** are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.
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: $ 550,000.00
      PROPOSED INSURED:
      Itex Acquisitions, L.L.C., a Texas limited liability company
   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:
      (To be determined), and each successor in ownership of the indebtedness secured by the insured
      mortgage, except a successor who is an obligor under the provisions of Section 12(c) of the
      Conditions.
      Proposed Borrower:
      Itex Acquisitions, L.L.C., a Texas LLC
   d. TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)
      Policy Amount:
      PROPOSED INSURED:
      Proposed Borrower:
   e. LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)
      Binder Amount:
      PROPOSED INSURED:
      Proposed Borrower:
   g. 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:
   Houston N and P Property, LLC, a Texas limited liability company

4. Legal description of land:

   ALL THAT CERTAIN TRACT OF LAND OUT OF THE JOHN AUSTIN SURVEY, ABSTRACT 1, IN HARRIS
   COUNTY, TEXAS, AND BEING THE SAME TRACT OF LAND CONVEYED TO CHARLES WILKINS BY
   DEED RECORDED IN VOLUME 547, PAGE 126, OF THE DEED RECORDS OF HARRIS COUNTY, TEXAS,
   AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

   BEGINNING AT A 1/2 INCH IRON PIPE IN THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF FULTON
   STREET (EAST MONTGOMERY ROAD), 70 FEET IN WIDTH. SAID PIPE MARKING THE
   SOUTHWESTERLY CORNER OF THAT CERTAIN 15 FOOT STRIP OF LAND CONVEYED TO HARRIS
   COUNTY BY DEED RECORDED IN VOLUME 1007, PAGE 478 OF THE DEED RECORDS OF HARRIS
   COUNTY, TEXAS. SAID PIPE ALSO MARKING THE NORTHEAST CORNER OF THAT CERTAIN TRACT
   OF LAND PARTITIONED TO MARION E. SETTEGAST BY DEED RECORDED IN VOLUME 2175, PAGE 78
   OF THE DEED RECORDS OF HARRIS COUNTY, TEXAS. THE LOCATION OF THE SETTEGAST TRACT
   BEING SHOWN BY A PLAT RECORDED IN VOLUME 36, PAGE 1 OF THE MAP RECORDS OF HARRIS
   COUNTY, TEXAS. SAID IRON PIPE ALSO MARKING THE SOUTHEAST CORNER OF THE SUBJECT
PROPERTY;

THENCE WEST, ALONG THE NORTH LINE OF THE SETTEGAST TRACT AND THE SOUTH LINE OF THE SUBJECT PROPERTY, A DISTANCE OF 91.05 FEET TO AN OLD 1 INCH IRON PIPE FOR THE SOUTHWEST CORNER OF THIS TRACT AND THE NORTHWEST CORNER OF THE SETTEGAST TRACT. SAID PIPE ALSO MARKING AN ANGLE POINT IN THE EAST LINE OF THAT CERTAIN TRACT PARTITIONED TO JULIUS J. SETTEGAST BY DEED RECORDED IN VOLUME 2174, PAGE 583 OF THE DEED RECORDS OF HARRIS COUNTY, TEXAS;


THENCE SOUTH 05 DEG. 21 MIN. EAST, ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF FULTON STREET, A DISTANCE OF 100 FEET TO THE PLACE OF BEGINNING.

NOTE: THE COMPANY DOES NOT REPRESENT THAT THE ABOVE ACREAGE OR SQUARE FOOTAGE CALCULATIONS ARE CORRECT.
SCHEDULE B

EXCEPTIONS FROM COVERAGE

GF Number: 23427-MM

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

1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):
   a. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or protrusions, or any overlapping of improvements.
   b. Homestead or community property or survivorship rights, if any of any spouse of any insured. (Applies to the Owner’s Policy only.)
   c. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
      a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
      b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
      c. to filled-in lands, or artificial islands, or
      d. to statutory water rights, including riparian rights, or
      e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area. (Applies to the Owner’s Policy only.)
   d. Standby fees, taxes and assessments by any taxing authority for the year 2018, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy of Title Insurance (T-2R) is issued, that policy will substitute “which become due and payable subsequent to Date of Policy” in lieu of “for the year 2018 and subsequent years.”)
   e. The terms and conditions of the documents creating your interest in the land.
   f. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)
   g. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy (T-2) only.)
   h. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only.) Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance (T-2R).
   i. 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’s Policy Only)
      b. Rights of tenants, as tenants only, under unrecorded leases or rental agreements.
      c. Visible and apparent easements on or across property described in Schedule A.
d. Any portion of subject property lying within the boundaries of a public or private roadway whether dedicated or not.

e. City of Houston Ordinance Nos. 85-1878, and 99-262 amending Chapter 42 of the Code of Ordinances of the City of Houston, Texas establishing rules, regulations, procedures and design standards to govern the development, redevelopment, platting and replatting of real property within the corporate limits of the City of Houston, Texas and within the area of extraterritorial jurisdiction of the City of Houston, Texas, providing for the establishing of Building Setback Lines and recorded under County Clerk's File No. N253886, Official Public Records, Harris County, Texas.

f. Terms and provision of that certain City of Houston Ordinance, No. 92-1560, a certified copy of which is recorded under Harris County Clerk's File No. R298538, which establishes the East and West boundary lines of Fulton Street between the North line of Kelley Street and the South line of Evelyn Street, more fully described therein.

g. Inclusion within Greater Northside Management District.

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

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

j. Any and all liens arising by reason of unpaid bills or claims for work performed or materials furnished in connection with improvements placed, or to be placed, upon the subject land. However, Company does insure the insured against loss, if any, sustained by the insured under this Policy if such liens have been filed with the County Clerk of Jefferson County, Texas prior to the date hereof.
Your Policy will not cover loss, costs, attorney's fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

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

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

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

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

5. Requirement is made that the proposed owner execute a satisfactory Waiver of Inspection and upon execution of said waiver, that an exception to "Rights of Parties in Possession" be placed in Schedule B of the proposed Owner's Policy; in the alternative, should the proposed owner decline to execute said waiver, then requirement is made that an on-ground inspection be made of the subject property and that pursuant to such inspection, should possession by parties other than the proposed owner be apparent, then exception be made in Schedule B of the proposed Owner's Policy to the rights of any and all such parties.

6. For informational purposes, if the undersigned is furnished with a satisfactory current survey of the subject property and said survey reveals no encroachments, overlaps, and/or similar items, then Item No. 2 of Schedule B of the proposed Loan Policy may be amended to read: "Shortages in Area"; upon payment of the additional premium as promulgated by the Texas Department of Insurance, the same amendment may be made to Item No. 2 of Schedule B of the proposed Owner's Policy.

7. Upon being furnished satisfactory evidence that taxes, standby fees and assessments by any taxing authority for the year 2017 and prior years have been paid or will be paid at the proposed closing, and upon payment if the additional premium as promulgated by the Texas Department of Insurance, Item No. 3 of Schedule B of the proposed Loan Policy (See Item 5 of Schedule B of this Commitment) may be amended by adding the following sentence after the standard tax exception: "Company insures that standby fees, taxes and assessments by any taxing authority for the year 2018 are not yet due and payable".

8. Upon being furnished satisfactory evidence that the subject property is not subject to "rollback" taxes or assessments by any taxing authority, and upon payment of the additional premium as promulgated by the Texas Department of Insurance, Item No. 3 of Schedule B of the proposed Loan Policy (See Item 5 of Schedule B of this Commitment) may be amended by deleting the words "and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership."

9. Requirement is made that the undersigned be furnished a satisfactory metes and bounds description of the exact property to be included in the proposed transaction. Upon receipt and review and approval of same by the undersigned, requirement is made that said description be used in the closing documents and in said Policy issued pursuant thereto.
10. We must be provided with, and reserve the right to amend this commitment upon our review of:
   
   a. satisfactory verification from the Secretary of State and the Comptroller of Public Accounts that Itex Acquisitions, L.L.C. and Houston N and P Property, LLC, are duly authorized companies in good standing; and
   
   b. a copy of all organizational documents in order to determine who has authority to execute documents involved in the proposed transaction.

11. Based on the fact that this commitment is issued in anticipation of an interim construction loan being placed on subject property, the following requirements are hereby made:

   a. We will require a satisfactory affidavit from owner that no work has begun nor any materials purchased or supplied in connection with the proposed improvements on the subject property. This requirement pertains to the interim loan but must be produced prior to issuance of the policy which is the subject of this commitment;

   b. Upon completion of the construction, we will require satisfactory affidavits from the contractor that all bills have been paid in connection with the construction of the improvements on the subject property.

12. Closer must secure an executed Notice to Purchaser concerning Greater Northside Management District., in which the subject property is located and have same recorded in the Official Public Records of Harris County, Texas.

13. Texas Regional Title, LLC, will follow all of the Rules and Regulations of the Texas Department of Insurance in disbursing any funds provided by the Insured shown on Schedule A of this Commitment. Good funds, as defined in Procedural Rule P-27, shall be in possession of the title company prior to any disbursements.
Schedule D

The following disclosures are made pursuant to Procedural Rule P-21 promulgated by the Texas Department of Insurance:

**UNDERWRITER:** First American Title Insurance Company, a Nebraska Corporation.

Shareholder owning or controlling, directly or indirectly, ten percent or more of the share of the Underwriter: First American Title Insurance Company is a wholly owned subsidiary of First American Financial Corporation, a public Company formed in Delaware.

Directors: Dennis J. Gilmore, Jeffrey S. Robinson, Mark E. Seaton, Christopher M. Leavell

Officers: President: Dennis J. Gilmore; Senior Vice President, Secretary: Jeffrey S. Robinson; and Chief Financial Officer: Max O. Valdes

**AGENT:** Texas Regional Title, LLC, a Texas limited liability company

Shareholder, owner, partner or other person having, owning or controlling one percent (1%) or more of the Title Insurance Agent: Ken Nelson Whitlow and Molly Laird Mallet.

Shareholder, owner, partner or other person having, owning or controlling ten percent (10%) or more of an entity that has, owns or controls one percent (1%) or more of the Title Insurance Agent:

If the Title Insurance Agent is a corporation, the following is a list of the members of the Board of Directors:

If the Title Insurance Agent is a corporation, the following is a list of its officers: President: Ken N. Whitlow; Executive Vice President: Molly L. Mallet; Vice Presidents: Vicki L. Robison and Juliana Stringer

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

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

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Owner's Policy</td>
<td>$3,368.00</td>
</tr>
<tr>
<td>Loan Policy</td>
<td>$0.00</td>
</tr>
<tr>
<td>Endorsement Charges</td>
<td>$0.00</td>
</tr>
<tr>
<td>Other</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$3,368.00</td>
</tr>
</tbody>
</table>

Of this total amount $________________________________________ or 15% (complete only one) will be paid to the policy issuing Title Insurance Company; $________________________________________ or 85% (complete only one) will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

<table>
<thead>
<tr>
<th>Amount</th>
<th>To Whom</th>
<th>For Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>$150.00</td>
<td>First American Title Insurance Company</td>
<td>Title Evidence</td>
</tr>
<tr>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>$</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

(This Schedule D is valid only when cover, Schedule A, B, and C are attached)
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
You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-888-632-1642 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

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

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

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

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

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

**CONDITIONS AND STIPULATIONS**

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

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

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

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

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

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

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

THE FOLLOWING COMMITMENT FOR TITLE INSURANCE IS NOT VALID UNLESS YOUR NAME AND THE POLICY AMOUNT ARE SHOWN IN SCHEDULE A AND OUR AUTHORIZED REPRESENTATIVE HAS COUNTERSIGNED BELOW.

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

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

---

First American Title Insurance Company

Dennis J. Gilmore  
President

Jeffrey S. Robinson  
Secretary

By: ____________________________  
Authorized Countersignature

Texas Regional Title, LLC  
3195 Dowlen Road, Suite 108  
Beaumont, Texas 77706  
(409) 861-7300 Fax (409) 861-7373

(This Commitment is valid only when Schedules A, B, C, and D are attached)

This jacket was created electronically and constitutes an original document
Title insurance insures you against loss resulting from certain risks to your title.

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

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

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

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

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

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

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

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

- CONDITIONS are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.
Effective Date: January 2, 2018 at 08:00 AM  
GF Number: 23428-MM  
Commitment Number: ORIGINAL, issued January 12, 2018 at 03:36-PM  

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: $508,035.00  
      PROPOSED INSURED:  
      Itex Acquisitions, L.L.C., a Texas limited liability company  
   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:  
      (To be determined), and each successor in ownership of the indebtedness secured by the insured mortgage, except a successor who is an obligor under the provisions of Section 12(c) of the Conditions.  
      Proposed Borrower:  
      Itex Acquisitions, L.L.C  
   d. TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)  
      Policy Amount:  
      PROPOSED INSURED:  
      Proposed Borrower:  
   e. LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)  
      Binder Amount:  
      PROPOSED INSURED:  
      Proposed Borrower:  
   g. 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:  
   5019 Fulton, Ltd., a Texas limited partnership  

4. Legal description of land:
   A TRACT OF LAND CONTAINING 0.2121 ACRES (9,237 SQUARE FEET) OF LAND IN THE JOHN AUSTIN SURVEY, ABSTRACT 1, BEING IN THE CITY OF HOUSTON, HARRIS COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN DEED DATED SEPTEMBER 23, 1996, FROM JOE DICIARA, ET UX AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: (BEARINGS BASED ON THE WEST RIGHT-OF-WAY LINE OF FULTON STREET BEING SOUTH 08 DEGREES 23 MINUTES 00 SECONDS EAST);  

   BEGINNING AT A 5/8 INCH CAPPED IRON ROD STAMPED "SOUTH TEXAS SURVEYING" SET AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF WYNN STREET (50 FOOT RIGHT OF WAY) WITH THE WEST RIGHT-OF-WAY LINE OF FULTON STREET (70 FOOT RIGHT-OF-WAY);  

   THENENCE SOUTH 08 DEGREES 23 MINUTES 00 SECONDS EAST, ALONG THE WEST RIGHT-OF-WAY LINE OF SAID FULTON STREET, A DISTANCE OF 101.52 FEET TO A 5/8 INCH CAPPED IRON ROD STAMPED "SOUTH TEXAS SURVEYING" SET FOR THE SOUTHEAST CORNER OF THE HEREIN
DESCRIBED TRACT;

THENCE SOUTH 86 DEGREES 37 MINUTES 00 SECONDS WEST, A DISTANCE OF 89.54 FEET TO A 5/8 INCH CAPPED IRON ROD STAMPED "SOUTHERN TEXAS SURVEYING" SET FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 07 DEGREES 50 MINUTES 00 SECONDS WEST, A DISTANCE OF 106.67 FEET ALONG THE EAST LINE OF TRACT 2B AND TRACT 1B TO A 5/8 INCH CAPPED IRON ROD STAMPED "SOUTHERN TEXAS SURVEYING" SET IN THE SOUTH RIGHT-OF-WAY LINE OF WYNN STREET FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 89 DEGREES 58 MINUTES 00 SECONDS EAST, ALONG THE SOUTH RIGHT OF WAY LINE OF SAID WYNN STREET, A DISTANCE OF 89.12 FEET TO POINT OF BEGINNING AND CONTAINING 0.2121 ACRES (9,237 SQUARE FEET) OF LAND, MORE OR LESS.

NOTE: THE COMPANY DOES NOT REPRESENT THAT THE ABOVE ACREAGE OR SQUARE FOOTAGE CALCULATIONS ARE CORRECT.
In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorney's fees, and expenses resulting from:

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

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

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

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

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

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

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

10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):
   a. Rights of Parties in Possession. (Owner’s Policy Only)
   b. Rights of tenants, as tenants only, under unrecorded leases or rental agreements.
   c. Visible and apparent easements on or across property described in Schedule A.
d. Any portion of subject property lying within the boundaries of a public or private roadway whether dedicated or not.

e. Terms, conditions and provisions in that certain Ordinance No. 92-1560 regarding the dedicating and rededicating of right-of-way lines a certified copy of which has been filed for record under Harris County Clerk's File No. R928538.

f. The subject property 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 #85-1878, pertaining to among other things, the plating and replating 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 for record on August 1, 1991, under Harris County Clerk's File No. N253886. Same having been amended and having been enacted on February 17, 1999 by the City of Houston Ordinance No. 1999-262 enacted February 17, 1999.

g. Terms, conditions and provisions of that Ordinance #89-1312 of the City of Houston, a certified copy of which is recorded under Harris County Clerk's File No. M337573, which provides that sellers advise purchasers of the restrictions outstanding against the purchase property.

h. Inclusion within Greater Northside Management District.

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

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

k. Any and all liens arising by reason of unpaid bills or claims for work performed or materials furnished in connection with improvements placed, or to be placed, upon the subject land. However, Company does insure the insured against loss, if any, sustained by the insured under this Policy if such liens have been filed with the County Clerk of Jefferson County, Texas prior to the date hereof.
Your Policy will not cover loss, costs, attorney's fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

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

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

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

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

5. Requirement is made that the proposed owner execute a satisfactory Waiver of Inspection and upon execution of said waiver, that an exception to "Rights of Parties in Possession" be placed in Schedule B of the proposed Owner's Policy; in the alternative, should the proposed owner decline to execute said waiver, then requirement is made that an on-ground inspection be made of the subject property and that pursuant to such inspection, should possession by parties other than the proposed owner be apparent, then exception be made in Schedule B of the proposed Owner's Policy to the rights of any and all such parties.

6. For informational purposes, if the undersigned is furnished with a satisfactory current survey of the subject property and said survey reveals no encroachments, overlaps, and/or similar items, then Item No. 2 of Schedule B of the proposed Loan Policy may be amended to read: "Shortages in Area"; upon payment of the additional premium as promulgated by the Texas Department of Insurance, the same amendment may be made to Item No. 2 of Schedule B of the proposed Owner's Policy.

7. Upon being furnished satisfactory evidence that taxes, standby fees and assessments by any taxing authority for the year 2017 and prior years have been paid or will be paid at the proposed closing, and upon payment of the additional premium as promulgated by the Texas Department of Insurance, Item No. 3 of Schedule B of the proposed Loan Policy (See Item 5 of Schedule B of this Commitment) may be amended by adding the following sentence after the standard tax exception: "Company insures that standby fees, taxes and assessments by any taxing authority for the year 2018 are not yet due and payable".

8. Upon being furnished satisfactory evidence that the subject property is not subject to "rollback" taxes or assessments by any taxing authority, and upon payment of the additional premium as promulgated by The Texas Department of Insurance, Item No. 3 of Schedule B of the proposed Loan Policy (See Item 5 of Schedule B of this Commitment) may be amended by deleting the words "and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership."

9. Requirement is made that the undersigned be furnished a satisfactory metes and bounds description of the exact property to be included in the proposed transaction. Upon receipt and review and approval of same by the undersigned, requirement is made that said description be used in the closing documents and in said Policy issued pursuant thereto.
10. We must be provided with, and reserve the right to amend this commitment upon our review of:
   a. satisfactory verification from the Secretary of State and the Comptroller of Public Accounts that Itex Acquisitions, L.L.C. is a duly authorized company in good standing; and
   b. Certificate of Limited Partnership from the Secretary of State for 5019 Fulton, Ltd.; and
   c. a copy of all organizational documents in order to determine who has authority to execute documents involved in the proposed transaction.

11. Based on the fact that this commitment is issued in anticipation of an interim construction loan being placed on subject property, the following requirements are hereby made:
   a. We will require a satisfactory affidavit from owner that no work has begun nor any materials purchased or supplied in connection with the proposed improvements on the subject property. This requirement pertains to the interim loan but must be produced prior to issuance of the policy which is the subject of this commitment;
   b. Upon completion of the construction, we will require satisfactory affidavits from the contractor that all bills have been paid in connection with the construction of the improvements on the subject property.

12. Closer must secure an executed Notice to Purchaser concerning Greater Northside Management District, in which the subject property is located and have same recorded in the Official Public Records of Harris County, Texas.

13. Texas Regional Title, LLC, will follow all of the Rules and Regulations of the Texas Department of Insurance in disbursing any funds provided by the Insured shown on Schedule A of this Commitment. Good funds, as defined in Procedural Rule P-27, shall be in possession of the title company prior to any disbursements.
Schedule D

File No.: 23428-MM

The following disclosures are made pursuant to Procedural Rule P-21 promulgated by the Texas Department of Insurance:

UNDERWRITER: First American Title Insurance Company, a Nebraska Corporation.

Shareholder owning or controlling, directly or indirectly, ten percent or more of the share of the Underwriter: First American Title Insurance Company is a wholly owned subsidiary of First American Financial Corporation, a public Company formed in Delaware.

Directors: Dennis J. Gilmore, Jeffrey S. Robinson, Mark E. Seaton, Christopher M. Leavell

Officers: President: Dennis J. Gilmore; Senior Vice President, Secretary: Jeffrey S. Robinson; and Chief Financial Officer: Max O. Valdes

AGENT: Texas Regional Title, LLC, a Texas limited liability company

Shareholder, owner, partner or other person having, owning or controlling one percent (1%) or more of the Title Insurance Agent: Ken Nelson Whitlow and Molly Laird Mallet.

Shareholder, owner, partner or other person having, owning or controlling ten percent (10%) or more of an entity that has, owns or controls one percent (1%) or more of the Title Insurance Agent:

If the Title Insurance Agent is a corporation, the following is a list of the members of the Board of Directors:

If the Title Insurance Agent is a corporation, the following is a list of its officers: President: Ken N. Whitlow; Executive Vice President: Molly L. Mallet; Vice Presidents: Vicki L. Robison and Juliana Stringer

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

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

<table>
<thead>
<tr>
<th>Type of Policy</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Owner's Policy</td>
<td>$3,136.00</td>
</tr>
<tr>
<td>Loan Policy</td>
<td>$0.00</td>
</tr>
<tr>
<td>Endorsement Charges</td>
<td>$0.00</td>
</tr>
<tr>
<td>Other</td>
<td>$0.00</td>
</tr>
<tr>
<td>Total</td>
<td>$3,136.00</td>
</tr>
</tbody>
</table>

Of this total amount $___________________________ or 15% (complete only one) will be paid to the policy issuing Title Insurance Company; $___________________________ or 85% (complete only one) will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

<table>
<thead>
<tr>
<th>Amount</th>
<th>To Whom</th>
<th>For Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>$150.00</td>
<td>First American Title Insurance Company</td>
<td>Title Evidence</td>
</tr>
<tr>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>$</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

(This Schedule D is valid only when cover, Schedule A, B, and C are attached)
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
You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-888-632-1642 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

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

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

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

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

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

CONDITIONS AND STIPULATIONS

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

2. Our liability is only to you, and others who are included in the definition of Insured in the Policy to be issued. Our liability is only for actual loss incurred in your reliance on this Commitment to comply with its requirements, or to acquire the interest in the land. Our liability is limited to the amount shown in Schedule A of this Commitment and will be subject to the following terms of the Policy: Insuring Provisions, Conditions and Stipulations, and Exclusions.
IMPORTANT NOTICE
To obtain information or make a complaint:
You may call First American Title Insurance Company’s toll-free telephone number for information or to make a complaint at:
1-888-632-1642
You may also write to First American Title Insurance Company at:
1 First American Way
Santa Ana, California 92707
You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:
1-800-252-3439
You may write the Texas Department of Insurance:
P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

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

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

AVISO IMPORTANTE
Para obtener informacion o para someter una queja:
Usted puede llamar al numero de telefono gratis de First American Title Insurance Company’s para informacion o para someter una queja al:
1-888-632-1642
Usted tambien puede escribir a First American Title Insurance Company:
1 First American Way
Santa Ana, California 92707
Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:
1-800-252-3439
Puede escribir al Departamento de Seguros de Texas:
P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

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

UNA ESTE AVISO A SU POLIZA:
Este aviso es solo para propuesto de informacion y no se convierte en parte o condicion del documento adjunto.
This exhibit is required if a development site is assembled by aggregating noncontiguous tracts conveyed by one contract, or tracts conveyed by more than one contract whether contiguous or not. For each contract, list the address, legal description and acreage of each tract. The sum of the acreages must equal or exceed the acreage of the corresponding site plan(s) before dedications and other foreseeable reductions. Provide a reconciliation of any discrepancy (dedications, takings, reserves for other uses, etc.).

**Behind this form, provide a plat of the acquisitions that correspond to each distinct development site. The plat should state the dimensions of each tract and identify the address, legal description and acreage. If the development site boundaries do not match the boundaries of the platted acquisitions, provide an overlay plat of the development site.**

<table>
<thead>
<tr>
<th>Contract Number</th>
<th>Census Tract</th>
<th>Acreage</th>
<th>Date of Sale</th>
</tr>
</thead>
<tbody>
<tr>
<td>48201210600</td>
<td></td>
<td>1.13</td>
<td>5/9/2014</td>
</tr>
<tr>
<td>48201210600</td>
<td></td>
<td>0.23</td>
<td>2/5/2013</td>
</tr>
</tbody>
</table>

1. **Census Tract**: Not Applicable
2. **Census Tract**: N/A

<table>
<thead>
<tr>
<th>Seller Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
</tr>
</thead>
<tbody>
<tr>
<td>5009 &amp; 5007 Fulton and 5004 Sharman St.</td>
<td>Houston</td>
<td>TX</td>
<td></td>
</tr>
<tr>
<td>PO Box 161221</td>
<td>Austin</td>
<td>TX</td>
<td>78716</td>
</tr>
<tr>
<td>1710 Waugh Dr.</td>
<td>Houston</td>
<td>TX</td>
<td>77006</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contact Name for Seller</th>
<th>Name of Seller Entity</th>
</tr>
</thead>
<tbody>
<tr>
<td>H. Beard</td>
<td>Fulton Interests, a Texas LLC</td>
</tr>
<tr>
<td>Luan Pham</td>
<td>Houston N&amp;P Property LLC</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Did the seller acquire the property through foreclosure or deed in lieu of foreclosure?</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Is the seller affiliated with the Applicant, Principal, sponsor, or Development Team?</td>
<td>No</td>
</tr>
</tbody>
</table>

**If yes above, describe relationship:**

<table>
<thead>
<tr>
<th>Contract includes more than one tract/lot.</th>
<th>Address, legal description, and acreage are below.</th>
</tr>
</thead>
<tbody>
<tr>
<td>a.</td>
<td></td>
</tr>
<tr>
<td>b.</td>
<td></td>
</tr>
<tr>
<td>c.</td>
<td></td>
</tr>
</tbody>
</table>

If a revised form is submitted, date of submission:   

No  Yes
<table>
<thead>
<tr>
<th>Contract Number</th>
<th>Census Tract</th>
<th>Acreage</th>
<th>Date of Sale</th>
</tr>
</thead>
<tbody>
<tr>
<td>48201210600</td>
<td>5019 Fulton</td>
<td>0.21</td>
<td>1/22/2016</td>
</tr>
</tbody>
</table>

**Street Address**

<table>
<thead>
<tr>
<th>Seller Address</th>
<th>City</th>
</tr>
</thead>
<tbody>
<tr>
<td>Robert Rose</td>
<td></td>
</tr>
</tbody>
</table>

**Contact Name for Seller**

<table>
<thead>
<tr>
<th>Name of Seller Entity</th>
</tr>
</thead>
<tbody>
<tr>
<td>5019 Fulton, Ltd., A Texas limited partnership</td>
</tr>
</tbody>
</table>

**Contact Name for Previous Seller**

<table>
<thead>
<tr>
<th>Name of Previous Seller Entity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rita M. Patel and Pawan Goyal</td>
</tr>
</tbody>
</table>

**PO Box 130586**

<table>
<thead>
<tr>
<th>City</th>
<th>State</th>
<th>Zip</th>
</tr>
</thead>
<tbody>
<tr>
<td>Houston</td>
<td>TX</td>
<td>77219-0586</td>
</tr>
</tbody>
</table>

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

| No |

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

| No |

**If yes above, describe relationship:**

| N/A |

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>
Elected officials were identified in the *Pre-Application*, and there have been no changes.
(If box above is checked, these forms may be left **BLANK**.)

Please identify all elected officials which represent the Development Site.

<table>
<thead>
<tr>
<th>Elected Official</th>
<th>District</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>US Representative</strong></td>
<td></td>
</tr>
<tr>
<td>Sylvia Garcia</td>
<td>6</td>
</tr>
<tr>
<td><strong>State Senator</strong></td>
<td></td>
</tr>
<tr>
<td>Jessica Cristina Farrar</td>
<td>148</td>
</tr>
<tr>
<td><strong>State Representative</strong></td>
<td></td>
</tr>
<tr>
<td>Rhonda Skillern-Hones</td>
<td></td>
</tr>
<tr>
<td><strong>City Mayor</strong></td>
<td></td>
</tr>
<tr>
<td>Sylvestor Turner</td>
<td></td>
</tr>
<tr>
<td><strong>County Judge</strong></td>
<td></td>
</tr>
<tr>
<td>Ed Emmett</td>
<td></td>
</tr>
</tbody>
</table>

**While Applicants are not required to notify US Representatives, the Department is required to notify them. Therefore, Applicant must identify the appropriate US Representative of the district containing the Development.**
<table>
<thead>
<tr>
<th>Elected Official</th>
<th>District/Precinct</th>
<th>Email or Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brenda Stardig</td>
<td>A</td>
<td><a href="mailto:districta@houstontx.gov">districta@houstontx.gov</a></td>
</tr>
<tr>
<td><strong>City Council Member</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Jerry Davis</td>
<td>B</td>
<td><a href="mailto:districtb@houstontx.gov">districtb@houstontx.gov</a></td>
</tr>
<tr>
<td><strong>City Council Member</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ellen Cohen</td>
<td>C</td>
<td><a href="mailto:districtc@houstontx.gov">districtc@houstontx.gov</a></td>
</tr>
<tr>
<td><strong>City Council Member</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dwight Boykins</td>
<td>D</td>
<td><a href="mailto:districtd@houstontx.gov">districtd@houstontx.gov</a></td>
</tr>
<tr>
<td><strong>City Council Member</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dave Martin</td>
<td>E</td>
<td><a href="mailto:districte@houstontx.gov">districte@houstontx.gov</a></td>
</tr>
<tr>
<td><strong>City Council Member</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Steve Le</td>
<td>F</td>
<td><a href="mailto:districtf@houstontx.gov">districtf@houstontx.gov</a></td>
</tr>
<tr>
<td><strong>City Council Member</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Greg Travis</td>
<td>G</td>
<td><a href="mailto:districtg@houstontx.gov">districtg@houstontx.gov</a></td>
</tr>
<tr>
<td><strong>City Council Member</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Karla Cisneros</td>
<td>H</td>
<td><a href="mailto:districth@houstontx.gov">districth@houstontx.gov</a></td>
</tr>
<tr>
<td><strong>City Council Member</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Robert Gallegos</td>
<td>I</td>
<td><a href="mailto:districti@houstontx.gov">districti@houstontx.gov</a></td>
</tr>
<tr>
<td><strong>City Council Member</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mike Laster</td>
<td>J</td>
<td><a href="mailto:districtj@houstontx.gov">districtj@houstontx.gov</a></td>
</tr>
<tr>
<td><strong>City Council Member</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Larry Green</td>
<td>K</td>
<td><a href="mailto:districtk@houstontx.gov">districtk@houstontx.gov</a></td>
</tr>
<tr>
<td><strong>City Council Member</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mike Knox</td>
<td>At Large 1</td>
<td><a href="mailto:atlarge1@houstontx.gov">atlarge1@houstontx.gov</a></td>
</tr>
<tr>
<td><strong>City Council Member</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>David Robinson</td>
<td>At Large 2</td>
<td><a href="mailto:atlarge2@houstontx.gov">atlarge2@houstontx.gov</a></td>
</tr>
<tr>
<td>Elected Officials (Continued)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>-----------------------------</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Michael Kubosh</strong></td>
<td>At Large 3</td>
<td><a href="mailto:atlarge3@houstontx.gov">atlarge3@houstontx.gov</a></td>
</tr>
<tr>
<td><strong>City Council Member</strong></td>
<td>District/Precinct</td>
<td>Email or Phone</td>
</tr>
<tr>
<td><strong>Amanda Edwards</strong></td>
<td>At Large 4</td>
<td><a href="mailto:atlarge4@houstontx.gov">atlarge4@houstontx.gov</a></td>
</tr>
<tr>
<td><strong>City Council Member</strong></td>
<td>District/Precinct</td>
<td>Email or Phone</td>
</tr>
<tr>
<td><strong>Jack Christie</strong></td>
<td>At Large 5</td>
<td><a href="mailto:atlarge5@houstontx.gov">atlarge5@houstontx.gov</a></td>
</tr>
<tr>
<td><strong>City Council Member</strong></td>
<td>District/Precinct</td>
<td>Email or Phone</td>
</tr>
<tr>
<td><strong>Rodney Ellis</strong></td>
<td>1</td>
<td><a href="mailto:comm_ellis@cp1.hctx.net">comm_ellis@cp1.hctx.net</a></td>
</tr>
<tr>
<td><strong>County Commissioner</strong></td>
<td>District/Precinct</td>
<td>Email or Phone</td>
</tr>
<tr>
<td><strong>Jack Morman</strong></td>
<td>2</td>
<td><a href="mailto:jack.morman@pct2.hctx.net">jack.morman@pct2.hctx.net</a></td>
</tr>
<tr>
<td><strong>County Commissioner</strong></td>
<td>District/Precinct</td>
<td>Email or Phone</td>
</tr>
<tr>
<td><strong>Steve Radack</strong></td>
<td>3</td>
<td><a href="mailto:pct3@pct3.com">pct3@pct3.com</a></td>
</tr>
<tr>
<td><strong>County Commissioner</strong></td>
<td>District/Precinct</td>
<td>Email or Phone</td>
</tr>
<tr>
<td><strong>R. Jack Cagle</strong></td>
<td>4</td>
<td><a href="mailto:commissionercagle@hcp4.net">commissionercagle@hcp4.net</a></td>
</tr>
<tr>
<td><strong>County Commissioner</strong></td>
<td>District/Precinct</td>
<td>Email or Phone</td>
</tr>
</tbody>
</table>
Identify all Neighborhood Organizations on record with the county or Texas Secretary of State as of the beginning of the Application Acceptance Period whose boundaries include the Development Site.

- Organizations were identified in the Pre-Application, and there have been no changes.

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

<table>
<thead>
<tr>
<th></th>
<th>Name of Organization</th>
<th>Contact Name</th>
<th>Address</th>
<th>City</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
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.
- **X** 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).

Part 2.
- **X** 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 Uniform Rules. The notifications were in the format provided in the Application Notification Template. All of the following entities were notified and are correctly listed on the Elected Officials Form and Neighborhood Organizations Form:
  - Superintendent of the school district containing the Development;
  - Presiding officer of the board of trustees of the school district containing the Development;
  - Mayor of any municipality containing the Development;
  - All elected members of the Governing Body of any municipality containing the Development;
  - Presiding officer of the Governing Body of the county containing the Development;
  - All elected members of the Governing Body of the county containing the Development;
  - State senator of the district containing the Development; and
  - State representative of the district containing the Development.
- **X** While not required to be submitted in this Application, I have kept evidence of all notifications made and this evidence may be requested by the Department at any time during the Application review.

Part 3. No Neighborhood Organizations exist (competitive HTC only):
- **X** I (We) certify that no Neighborhood Organizations exist for which this Application would be eligible to receive points under §11.9(d)(4) of the QAP or for which notification is required.

Part 4. Certification:

By: [Signature of Applicant/Development Owner]

[Printed Name]

Date: 2/28/18

Notarize on next page
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 day of February, ______, 2018
1. **The proposed Development is:** (Check all that apply)

- New Construction
- [ ] and/or:
-  [ ]

(adaptive reuse select New Construction here and adaptive reuse in next box)

- Previous TDHCA # if applicable
-  [ ] If Acquisition/Rehab or Rehab, original construction year:
-  [ ]

If Reconstruction,
- Units Demolished
-  [ ]
- Units Reconstructed
-  [ ]

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

2. **The Target Population will be:**

- General

   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.

**Fulton on the Rail** is a 146 unit, general population development in the City of Houston. The development site is located in Houston’s Near Northside neighborhood, a City of Houston Concerted Revitalization Area. The development is located on the MetroRail Red Line and is located less than 1/4 mile from the nearest rail station.

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

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

<table>
<thead>
<tr>
<th>Department Funds applying for with this Application</th>
<th>Requested Amount</th>
<th>If funds will be in the form of a Direct Loan by the Department or for Private Activity Bonds, the terms will be:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Multifamily Direct Loan: Const. to Perm (Repayable)</td>
<td></td>
<td>Interest Rate (%)</td>
</tr>
<tr>
<td>Multifamily Direct Loan: Constr. Only (Repayable)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Multifamily Direct Loan: Const. to Perm. (Soft Repayable)</td>
<td>0.00%</td>
<td></td>
</tr>
<tr>
<td>CHDO Operating Expenses Grant</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Housing Tax Credits</td>
<td>$ 1,500,000</td>
<td></td>
</tr>
<tr>
<td>Private Activity Mortgage Revenue</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

Identify any and all set-asides the application will be applying under with an "x". Set-Asides can not be added or dropped from pre-application to full Application for Competitive HTC Applications.

<table>
<thead>
<tr>
<th>Competitive HTC Only</th>
<th>Multifamily Direct Loan Only</th>
</tr>
</thead>
<tbody>
<tr>
<td>At-Risk</td>
<td></td>
</tr>
<tr>
<td>Nonprofit</td>
<td></td>
</tr>
<tr>
<td>USDA</td>
<td></td>
</tr>
<tr>
<td>CHDO</td>
<td></td>
</tr>
<tr>
<td>SH/SR</td>
<td></td>
</tr>
</tbody>
</table>

By selecting the set-aside above, I, individually or as the general partner(s) or officers of the Applicant entity, confirm that I (we) are applying for the above-stated Set-Aside(s) and Allocations. To the best of my (our) knowledge and belief, the Applicant entity has met the requirements that make this Application eligible for this (these) Set-Aside(s) and Allocations and will adhere to all requirements and eligibility standards for the selected Set-Aside(s) and Allocations.

7. **Previously Awarded State and Federal Funding**

Has this site/activity previously applied for TDHCA funds?  
No

Has this site/activity previously received TDHCA funds?  

If "Yes" Enter Project Number: ______________ and TDHCA funding source: ____________________________

Has this site/activity previously received non-TDHCA federal funding?  
No

If yes, source: ______________

Will this site/activity receive non-TDHCA federal funding for costs described in this Application?  
Yes

8. **Qualified Low Income Housing Development Election (HTC Applications only)**

Pursuant to §42(g)(1)(A) & (B), the term “qualified low income housing development” means any project or residential rental property, if the Development meets one of the requirements below, whichever is elected by the taxpayer.” Once an election is made, it is irrevocable. Select only one:

- At least 20% or more of the residential units in such development are both rent restricted and occupied by individuals whose income is 50% or less of the area median gross income, adjusted for family size.
- At least 40% or more of the residential units in such development are both rent restricted and occupied by individuals whose income is 60% or less of the median gross income, adjusted for family size.

If a revised form is submitted, date of submission: ____________________________
**Development Activities**

1. **Common Amenities (ALL Multifamily Applications §10.101(b)(5))**

<table>
<thead>
<tr>
<th># of Units</th>
<th>must qualify for</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>146</td>
<td></td>
<td>18</td>
</tr>
</tbody>
</table>

Development will provide sufficient common amenities to qualify for the number of points indicated above, pursuant to §10.101(b)(5) of the Uniform Multifamily Rules. Applications for scattered site developments should refer to §10.101(b)(5)(B) of the Uniform Multifamily Rules.

2. **Unit Requirements (ALL Multifamily Applications §10.101(b)(6)(A) and (B))**

   **A. Unit Sizes**

   - Development is New Construction or Reconstruction and will meet the minimum Unit Size requirements:
     
     | Bedroom Size | 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).

     and

   - Development will meet all specifications and accessibility requirements reflected in 10 TAC Chapter 1, Subchapter B, §1.207.

     Development has a minimum of 5% of all units in the development set aside for the mobility impaired and an additional 2% set aside for the hearing and/or visually impaired.

Regardless of building type, all Units accessed by the ground floor or by elevator (“affected units”) must comply with the visitability requirements in clauses (i) – (iii) of 10 TAC §10.101(b)(8)(B).
### Development Activities (Continued)

#### 1. Size and Quality of Units (Competitive HTC Applications only) \([\S 11.9(b)]\)

**Development is Rehabilitation and either Supportive Housing or USDA financed OR meets the minimum size requirements identified below:**

<table>
<thead>
<tr>
<th>Room 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 \(\S 10.101(b)(6)(B)\) of the Uniform Multifamily Rules.**
- **Direct Loan applicants proposing new construction or rehabilitation should be prepared to comply with requirements of the newly published Federal rule at 81 FR 92626, which requires installation of broadband infrastructure at the time of new construction or substantial rehabilitation of multifamily rental housing that is funded or supported by HUD.**

#### 2. Rent Levels of Tenants and Tiebreaker (Direct Loan Applications only) \([\S 13.6(e)\text{ and } (f)]\)

- **At least 20 percent of all low-income Units at 30% or less of AMGI***
- **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***
- **At least 5 percent of all low-income Units at 30% or less of AMGI***

* Applicants electing to restrict units at 30% AMGI for Competitive HTC purposes may not count those units for point scoring under \(\S 13.6(e)\). However, 50% AMGI and 60% AMGI units that are layered with 30% AMGI units for Direct Loan purposes may count for point scoring under \(\S 13.6(e)\). Points claimed here will not appear on the Self Score tab.

#### 3. Income Levels of Tenants (Competitive HTC Applications only) \([\S 11.9(c)(1)]\)

- **Total Number of Units at 50% or less of AMGI**
- **Number of 30% Units used to score points under \(\S 11.9(c)(2)\)**
- **Number of 30% Units used under \(\S 11.4(c)(3)(D)\) regarding an Increase in Eligible Basis (30% boost)**
- **Number of Units at 50% or less of AMGI available to use for points under \(\S 11.9(c)(1)\)**

- **Percentage used for calculation of eligible points under \(\S 11.9(c)(1)\)**

- **Check Your Math!**

- **Mark only one box below:**
  - Development is located in a Non-Rural Area of the Dallas, Fort Worth, Houston, San Antonio or Austin MSA; or
  - Developments proposed in all other areas.

- **Points Claimed:**

#### 4. Rent Levels of Tenants (Competitive HTC Applications only) \([\S 11.9(c)(2)]\)

- **At least 20% (less Units used for eligibility for boost) of all low-income Units are restricted at 30% or less of AMGI; development is Supportive Housing proposed by a Qualified Nonprofit Organization.**
- **Development is urban and at least 10% (less Units used for eligibility for boost) of all low-income Units are restricted at 30% or less of AMGI; or**
- **Development is located in a Rural Area and 7.5% (less Units used for eligibility for boost) of all low-income Units are restricted at 30% or less of AMGI; or**
- **At least 5% of all low-income Units at 30% or less of AMGI**

- **Points Claimed:**
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.

- [X] Supportive Housing Development proposed by a Qualified Nonprofit  
  Points Claimed: 9
- [ ] All other Developments.  
  Points Claimed: 10
- [X] 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: 1

6. **Tenant Populations with Special Housing Needs (Competitive HTC, MFDL, and Section 811 Applications) [§11.9(c)(7); §13.6(6)]**

Applicants scoring points under the Section 811 PRA program should pay close attention to the URA requirements included in Tab 21, Davis Bacon requirements under TAB 44 and the environmental clearance requirements included in Tab 47.

If pursuing these points, Applicants must try to score first with subparagraph (A) and then subparagraph (B). Only if an Applicant or Affiliate cannot meet the requirements of subparagraphs (A) or (B) may an Application qualify for points under subparagraph (C). Select only one scoring scenario below:

- **A** Applicant or Affiliate Owns or Controls an Existing Development that is included on the List of Eligible Existing Developments for Participation in the Section 811 PRA Program (See 10 TAC §8.3 and 10 TAC 8.4)
  
  Attached behind this tab is the executed Certification for Section 811 PRA Program Participation.
  
  Points Claimed: 0

- **B** If not scoring under A above, Applicant or Affiliate is committing at least 10 Units in the proposed Development for participation in the Section 811 PRA Program
  
  Attached behind this tab is the executed Certification for Section 811 PRA Program Participation.
  
  Points Claimed: 2

- **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.

  Attached behind this tab is the executed Certification for Section 811 PRA Program Participation.

  Points Claimed: 2

Application is seeking points for Tenant Populations.  
Points Claimed: 2
7. **Pre-Application Participation (Competitive HTC Applications only) [§11.9(e)(3)]**  
   - 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.  
   - Development will be able to document receipt of historic tax credits by the time Forms 8609 are issued.  
   - At least 75% of the residential units will be within the Certified Historic Structure.  
   - Attached behind this tab are the THC letter and other documentation described above.  
   - Application is eligible for five (5) points.  

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 Narrative**

The Applicant and Affiliates of the Applicant do not have an ownership interest or control of any Existing Development that is included on the Texas Department of Housing and Community Affairs ("TDHCA") List of Eligible Existing Developments for Participation in the Section 811 PRA Program (the “TDHCA Existing Development List”) for which Applicants and Affiliates possess legal authority to commit Section 811 PRA Program units in the Existing Development.

Affiliates of the Applicant are associated with five developments on the TDHCA Existing Development List:

1. Gardens at Cobb Park – Confirmed by TDHCA staff not to be eligible for 811 on January 31, 2018
2. Valley at Cobb Park – Confirmed by TDHCA staff not to be eligible for 811 on January 31, 2018
3. Retreat at Westlock – Confirmed by TDHCA staff not to be eligible for 811 on January 31, 2018
4. Villa Brazos
5. Village at Palm Center

In the attached January 31, 2018 email from Spencer Duran of TDHCA, Mr. Duran confirmed that Gardens at Cobb Park, Valley at Cobb Park, and Retreat at Westlock are not eligible for participation in 811 due to 100% Section 8 rental subsidy, and limitation to 62+ populations, respectively (see attached).

Villa Brazos and Village at Palm Center are ineligible for participation in Section 811 because financing partners have a legal right to withhold approval for the properties to participate in Section 811, and these third parties have withheld such consent. Evidence of Applicant’s inability to commit 811 units for Villa Brazos was submitted to TDHCA on February 14, 2018 and for Village at Palm Center on February 20, 2018.

Section 811 units will be provided in the subject development, Fulton on the Rail.
January 29, 2018

Texas Department of Housing and Community Affairs
Attn: Spencer Duran
Section 811 Manager
221 East 11th Street
Austin, TX 78711

Re: Eligible Existing Developments for Participation in Section 811 PRA Program

Dear Mr. Duran,

We have reviewed the List of Eligible Existing Developments for Participation in the Section 811 PRA Program with release date of December 15, 2017. Five Developments that we are associated with are listed. However, these listed Developments do not meet the criteria to be a part of the Section 811 PRA Program. Below is are the Developments and the reason for not meeting the criteria.

- Gardens at Cobb Park – 100% of the units at this Development are Section 8 Project Based Vouchers. The HAP Agreement is attached as Exhibit A.
- Valley at Cobb Park – 100% of the units at this Development are Section 8 Project Based Vouchers. The HAP Agreement is attached as Exhibit B.
- Villa Brazos – The equity investor has issued a letter advising they are unable to provide approval for Section 811 units in the development. Their letter is attached as Exhibit C.
- Village at Palm Center – The equity investor has issued a letter advising they are unable to provide approval for Section 811 units in the development. Their letter is attached as Exhibit D.
- Retreat at Westlock – The units are reserved for residents 62 years of age or older. The TDHCA LURA is attached as Exhibit E.

If you have any further questions, or need further documentation, please contact me at apps@itexgrp.com.

Sincerely,

Miranda Sprague
Vice President of Real Estate Development
Section 811 Project Rental Assistance Program
List of Eligible Existing Developments for Participation in the Section 811 PRA Program

**Release Date:** December 15, 2017

**Purpose**

The attached list reflects those properties that Department staff has identified as facially satisfying the Section 811 Project Rental Assistance Program (Section 811 PRA Program) qualification requirements for Existing Developments described below. If a 2018 Multifamily Program applicant is intending to participate in the Section 811 PRA Program through using an Existing Development in their portfolio, the Existing Development they select should be reflected on this list.

The list is to help streamline the process of identifying Developments eligible to participate in the 811 Program. Inclusion or absence of a property from the list does not, alone, preclude its use by an Applicant. The final Multifamily Rules and Application Manual will specify how the Applicant should indicate this selection in their Application.

**Existing Development Criteria**

This list reflects those active properties of five or more units in the Department’s CMTS database that:

- Meet the following criteria:
  - Received an award under a Department administered program in or after 2002 or otherwise approved by the Department,
  - Are located within an Eligible MSA and not already exceeding the maximum 811 Unit commitment,
  - Have a UPCS score of at least 80 on its most recent TDHCA REAC inspection or has not yet had a UPCS inspection, and
  - Have an occupancy rate of at least 85% or have not yet submitted a Unit Status Report; OR
- Properties otherwise approved by the Department; OR
- Properties already participating in the Section 811 PRA Program.

It should be noted that inclusion on the list does not necessarily mean that this property is formally approved for 811 participation (e.g., environmental considerations, exceeding the integrated housing caps, etc.).
<p>| Estates of Bridgeport IVa | WISE | 1481 Senior Place Rd | Bridgeport | 76426 | 6 |
| Evergreen at Arbor Hills | DENTON | 2314 Parker Road | Carrollton | 75010 | 136 |
| Evergreen at Farmers Branch | DALLAS | 11701 Mira Lago Blvd | Farmers | 75234 | 90 |
| Evergreen at Hulen Bend Apartments | TARRANT | 6301 Granbury Cut Off | Fort Worth | 76132 | 237 |
| Evergreen at Keller Senior Apartment Community | TARRANT | 501 Bourland Rd | Keller | 76248 | 250 |
| Evergreen at Lewisville Senior Apartment Community | DENTON | 415 S Garden Ridge Blvd | Lewisville | 75067 | 218 |
| Evergreen at Mesquite Apartments | DALLAS | 5651 Northwest Dr | Mesquite | 75150 | 200 |
| Evergreen at Morningstar | DENTON | 6245 Morning Star Dr | The Colony | 75056 | 145 |
| Evergreen at Plano Independence Senior Community | COLLIN | 600 Independence Pkwy | Plano | 75075 | 250 |
| Evergreen at Richardson | DALLAS | 3551 Northstar Rd | Richardson | 75082 | 170 |
| Evergreen at Rockwall | ROCKWALL | 1235 S Goliad St | Rockwall | 75087 | 141 |
| Evergreen at Rowlett Senior | DALLAS | 5611 Old Rowlett Road | Rowlett | 75089 | 138 |
| Evergreen at Vista Ridge | DENTON | 455 Highland Dr | Lewisville | 75067 | 120 |
| Fountains Of Rosemeade | TARRANT | 3440 E Rosemeade Pkwy | Carrollton | 75007 | 381 |
| Four Seasons at Clear Creek | TARRANT | 1500 Four Seasons Ln | Fort Worth | 76140 | 96 |
| Frazier Fellowship | DALLAS | 4848 Hatcher St | Dallas | 75210 | 76 |
| Gala at Melissa | COLLIN | N side of E Melissa Rd, approx 1/3 mile E of Sam | Melissa | 75454 | 93 |
| Gala at Oak Crest Estates | TARRANT | SWQ E. Euless Blvd and Dickey Dr | Euless | 76040 | 120 |
| Gardens at Cobb Park | TARRANT | 1800 E Robert St | Fort Worth | 76104 | 100 |
| Gardens of Mabank | KAUFMAN | 120 Gardendale | Mabank | 75147 | 36 |
| Gateway at Hutchins | DALLAS | 805 N. Denton Street | Hutchins | 75141 | 336 |
| Grand Reserve Seniors - Waxahachie Community | ELLIS | 129 Park Hills Dr | Waxahachie | 75165 | 80 |
| Grand Reserve Seniors Community | COLLIN | 150 Enterprise Dr | Mckinney | 75069 | 180 |
| Grove Park Apartments (FKA Park Manor) | ELLIS | 400 Peters Street | Waxahachie | 75165 | 60 |
| Hacienda Del Sol | DALLAS | 1160 Galicia Lane | Dallas | 75217 | 55 |
| Hanratty Place Apartments | TARRANT | 800 S Jennings Ave | Fort Worth | 76104 | 32 |
| Harmon Villas | TARRANT | 9300 Harmon Rd | Fort Worth | 76177 | 150 |
| Hayden Ridge Phase II | HOOD | 1225 N Meadows Dr | Granbury | 76048 | 8 |
| Heritage Park Vista | TARRANT | 8729 Ray White Rd | Fort Worth | 76244 | 140 |
| Hickory Manor Apartments | DALLAS | 1626 Old Hickory Trl | Desoto | 75115 | 190 |
| HighPoint Family Living | DALLAS | 414 W. Louisiana Avenue | Dallas | 75224 | 161 |
| Highpoint Senior Living | DALLAS | 1615 S Zang Blvd | Dallas | 75224 | 140 |
| Hillcrest Apartments | DALLAS | 2019 Hillcrest St | Mesquite | 75149 | 352 |
| Hillside West Seniors | DALLAS | 3757 Falls Bluff Dr | Dallas | 75211 | 130 |
| HomeTowne at Garland | DALLAS | 1802 Castle Drive | Garland | 75040 | 144 |
| HomeTowne at Matador Ranch | TARRANT | 8500 Crowley Rd | Fort Worth | 76134 | 198 |
| Hunter Plaza Apartments | TARRANT | 605 W 1st St | Fort Worth | 76102 | 164 |
| Ironwood Crossing | TARRANT | 2600 Western Center Blvd | Fort Worth | 76131 | 280 |
| Kennedale Seniors | TARRANT | 332 S New Hope Road | Kennedale | 76060 | 136 |
| Lakes Of El Dorado | COLLIN | 1400 Eldorado Pkwy | Mckinney | 75069 | 220 |
| Lakeside Manor Senior Community | DENTON | 902 W Eldorado Pkwy | Little Elm | 75068 | 176 |
| Lindbergh Parc Senior Apartments | TARRANT | 5600 Azle Ave | Fort Worth | 76106 | 196 |
| Lone Star Gas Lofts | DALLAS | 300 S Saint Paul St | Dallas | 75201 | 107 |
| Madison Point Apartments | DALLAS | 220 W Overton Rd | Dallas | 75224 | 176 |
| Magnolia at Mesquite Creek | DALLAS | 900 Gross Rd | Mesquite | 75149 | 252 |
| Magnolia at Village Creek | TARRANT | 5151 Mansfield Hwy | Fort Worth | 76119 | 252 |
| Magnolia Trace | DALLAS | 6712 Patrol Way | Dallas | 75241 | 112 |
| Majors Place Apartments | HUNT | 2410 W. Jason Finney Blvd. | Greenville | 75402 | 176 |</p>
<table>
<thead>
<tr>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Street Address</th>
<th>Zip Code</th>
<th>Interior</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Residences at Sunset Pointe</td>
<td>Fort Worth</td>
<td>TARRANT</td>
<td>5400 Sycamore School Rd</td>
<td>76123</td>
<td>224</td>
</tr>
<tr>
<td>The Roxton</td>
<td>Denton</td>
<td>307 N Loop 288 307 N Loop 288</td>
<td>76209</td>
<td>126</td>
<td></td>
</tr>
<tr>
<td>The Standard at Boswell Marketplace</td>
<td>Fort Worth</td>
<td>TARRANT</td>
<td>NWC of N. Old Decatur Road and Bailey Boswell Road</td>
<td>76179</td>
<td>128</td>
</tr>
<tr>
<td>The Terrace at MidTowne</td>
<td>Midlothian</td>
<td>ELLIS</td>
<td>991 Abigail Way</td>
<td>76065</td>
<td>92</td>
</tr>
<tr>
<td>The Veranda</td>
<td>Denton</td>
<td>2420 E. McKinney Street</td>
<td>76209</td>
<td>322</td>
<td></td>
</tr>
<tr>
<td>Times Square on the Hill</td>
<td>Fort Worth</td>
<td>TARRANT</td>
<td>2100 Jacocks Ln</td>
<td>76115</td>
<td>200</td>
</tr>
<tr>
<td>Tower Ridge Apartments</td>
<td>Corinth</td>
<td>2560 Tower Ridge Dr</td>
<td>76210</td>
<td>224</td>
<td></td>
</tr>
<tr>
<td>Tuscany Villas</td>
<td>Plano</td>
<td>7112 Chase Oaks Blvd</td>
<td>75025</td>
<td>90</td>
<td></td>
</tr>
<tr>
<td>Valley at Cobb Park</td>
<td>Fort Worth</td>
<td>TARRANT</td>
<td>1701 E Robert St</td>
<td>76104</td>
<td>168</td>
</tr>
<tr>
<td>Village at Lakewest Apartments I</td>
<td>Dallas</td>
<td>2696 Bickers St</td>
<td>75212</td>
<td>180</td>
<td></td>
</tr>
<tr>
<td>Village at Lakewest Apartments II</td>
<td>Dallas</td>
<td>2680 Bickers St</td>
<td>75212</td>
<td>180</td>
<td></td>
</tr>
<tr>
<td>Village of Kaufman</td>
<td>Kaufman</td>
<td>421 E 7th St</td>
<td>75142</td>
<td>68</td>
<td></td>
</tr>
<tr>
<td>Villas at Boston Heights</td>
<td>Benbrook</td>
<td>TARRANT</td>
<td>3510 Boston Avenue</td>
<td>76116</td>
<td>144</td>
</tr>
<tr>
<td>Villas at Henderson Place</td>
<td>Cleburne</td>
<td>JOHNSON</td>
<td>303 N Hyde Park Blvd</td>
<td>76033</td>
<td>140</td>
</tr>
<tr>
<td>Villas by the Park (fka Cobb Park Townhomes)</td>
<td>Fort Worth</td>
<td>TARRANT</td>
<td>2450 E Berry St S</td>
<td>76119</td>
<td>172</td>
</tr>
<tr>
<td>Villas of Forest Hill</td>
<td>Forest Hills</td>
<td>TARRANT</td>
<td>7415 Forest Hill Dr</td>
<td>76140</td>
<td>100</td>
</tr>
<tr>
<td>Villas of Lancaster</td>
<td>Lancaster</td>
<td>DALLAS</td>
<td>2531 W Pleasant Run Rd</td>
<td>75146</td>
<td>144</td>
</tr>
<tr>
<td>Villas of Seagoville</td>
<td>Seagoville</td>
<td>DALLAS</td>
<td>1000 E Malloy Bridge Rd</td>
<td>75159</td>
<td>100</td>
</tr>
<tr>
<td>Villas on Calloway Creek</td>
<td>Hurst</td>
<td>TARRANT</td>
<td>901 W Hurst Blvd</td>
<td>76053</td>
<td>135</td>
</tr>
<tr>
<td>Villas on Raiford</td>
<td>Carrollton</td>
<td>DENTON</td>
<td>1100 Raiford Rd</td>
<td>75007</td>
<td>180</td>
</tr>
<tr>
<td>Villas on the Hill (fka Lincoln Terrace)</td>
<td>Fort Worth</td>
<td>TARRANT</td>
<td>5713 Lincoln Terrace Dr</td>
<td>76107</td>
<td>72</td>
</tr>
<tr>
<td>Wahoo Frazier Townhomes</td>
<td>Dallas</td>
<td>4848 Hatcher St</td>
<td>75210</td>
<td>118</td>
<td></td>
</tr>
<tr>
<td>West Virginia Park Apartments</td>
<td>Dallas</td>
<td>8004 W Virginia Dr</td>
<td>75237</td>
<td>204</td>
<td></td>
</tr>
<tr>
<td>Westridge Villas</td>
<td>Mckinney</td>
<td>COLLIN</td>
<td>9331 Westridge Blvd.</td>
<td>75070</td>
<td>132</td>
</tr>
<tr>
<td>White Rock Hills Townhomes</td>
<td>Dallas</td>
<td>TARRANT</td>
<td>7229 Ferguson Rd</td>
<td>75228</td>
<td>302</td>
</tr>
<tr>
<td>Williamsburg Apartments</td>
<td>Grand Prairie</td>
<td>DALLAS</td>
<td>2421 S Carrier Pkwy</td>
<td>75051</td>
<td>418</td>
</tr>
<tr>
<td>Wind River</td>
<td>Fort Worth</td>
<td>TARRANT</td>
<td>8725 Calmont Ave</td>
<td>76116</td>
<td>168</td>
</tr>
<tr>
<td>Woodmont Apartments</td>
<td>Fort Worth</td>
<td>TARRANT</td>
<td>1021 Oak Grove Rd</td>
<td>76115</td>
<td>252</td>
</tr>
<tr>
<td>Woodside Village Apts.</td>
<td>Mckinney</td>
<td>COLLIN</td>
<td>703 Bumpas St</td>
<td>75069</td>
<td>100</td>
</tr>
<tr>
<td>Worthington Point Apartments</td>
<td>Crowley</td>
<td>TARRANT</td>
<td>12301 Hemphill St</td>
<td>76036</td>
<td>248</td>
</tr>
<tr>
<td>Wright Senior Apartments</td>
<td>Grand Prairie</td>
<td>DALLAS</td>
<td>1104 S Carrier Pkwy</td>
<td>75051</td>
<td>154</td>
</tr>
</tbody>
</table>
Providence Kuykendahl Court
5144 MONTGOMERY NEQ of FM 1488 and Kuykendahl Court Conroe 77384 170
Providence Place Apartments
4294 HARRIS 20300 Saums Rd Katy 77449 174
Providence Town Square
4740 HARRIS 3801 Center St Deer Park 77536 188
Provision at Four Corners
5117 FORT BEND N Side of Old Richmond Rd, W of Sugarbridge Trail Sugar Land 77498 132
Provision at West Bellfort
5236 FORT BEND S side of W Bellfort Ave at Belknap Rd Sugar Land 77478 144
Quail Ridge Apartments
4359 WALLER 645 Us Business 290 E Hempstead 77445 76
Reading Park Apts
3321 FORT BEND 5525 Reading Rd Rosenberg 77471 252
Redwood Heights Apartments
4117 HARRIS 7320 Jensen Dr Houston 77093 96
Regency Park Apartments
4563 HARRIS 10600 Southdown Trace Trl Houston 77034 252
Riverbrook Village
5126 HARRIS 5500 block of Atascocita Road Humble 77346 110
Seaport Village Apartments
4687 GALVESTON 7200 Avenue P 1/2 Galveston 77551 192
Seville Place Apartments
4158 HARRIS 3701 Luella Blvd La Porte 77571 180
Shadow Ridge Apartments
3396 HARRIS 12200 Old Walters Rd Houston 77014 260
SHADY OAKS APTS
679 WALLER 576 Ellen Powell Dr Humble 77396 90
Sierra Meadows
4681 HARRIS 9835 N Sam Houston Pkwy E Houston 77093 160
Silver Glen
502 HARRIS 7601 Curry Rd Rosenberg 77471 80
South Acres Ranch
4623 HARRIS 11409 Scott St Houston 77047 49
South Acres Ranch II
4658 HARRIS 11409 Scott St Houston 77047 49
South Union Place
4103 HARRIS 7210 Scott St Houston 77021 125
Spring Trace
4875 HARRIS 24505 Aldine Westfield Rd Spring 77337 180
Sterling Court Senior Residences
4688 HARRIS 9590 Minnesota St Houston 77075 140
Sterlingshire Apartments
3427 HARRIS 9002 Sterlingshire St Houston 77078 200
Stonehaven Apartment Homes
4345 HARRIS 15301 Northwest Fwy Houston 77040 192
Sugar Creek Apartments
466 HARRIS 11501 West Rd Houston 77065 240
Tarrington Court Apts
4764 HARRIS 10603 Southdown Trace Trl Houston 77034 153
The Britmoore
5133 HARRIS 6725 Britmoore Houston 77041 150
The Courtyards at Crosby (fka Crosby Meadows Apartments )
5226 HARRIS 304 Krenek Houston 77532 179
The Enclave
4238 HARRIS 2303 W Tidwell Rd Houston 77091 40
The Estates at Ellington
4895 HARRIS 635 Genoa Red Bluff Road Houston 77034 72
The Heritage
5039 MONTGOMERY 325 Flagship Blvd. Montgomery 77356 80
The Huntington at Missouri City
4873 FORT BEND 2424 Fm 1092 Rd Missouri City 77459 120
The Huntington at Sienna Plantation
4924 FORT BEND 4200 Block Of Trammel Fresno Road Missouri City 77459 132
The Orchard At Garden Oaks
4704 HARRIS 680 W 34th St Houston 77018 118
The Orchard at Westchase
4812 HARRIS 10801 Westpark Dr Houston 77042 153
The Pinnacle on Wilcrest
4159 HARRIS 9520 Wilcrest Dr Houston 77099 250
The Ranch at Silvercreek
4799 HARRIS 4619 W 34th St Houston 77092 134
The Retreat at Westlock
4948 HARRIS 24055 SH 249 Tomball 77375 140
The Standard at Fall Creek
5217 HARRIS SEC of Fall Creek Preserve Drive and Sam Houston Humble 77396 120
The Sunningdale
4806 MONTGOMERY 1018 Wellman Rd Shenandoah 77384 130
The Villas at Shaver
4513 HARRIS 3721 S Shaver St Pasadena 77504 240
Tidwell Estates
2058 HARRIS 1200 W Tidwell Rd Houston 77091 132
Timber Ridge II Apartments
3411 HARRIS 5335 Aldine Bender Rd Houston 77032 124
Trebah Village
4649 HARRIS 19501 W Little York Rd Katy 77449 129
Trinity Garden Apt Homes
4497 LIBERTY 2010 Panther Ln Liberty 77575 76
Tuscany Park at Arcola
5214 FORT BEND Post Oak Road Arcola 77583 96
Villa Brazos
4841 BRAZORIA 850 N Avenue J Freeport 77541 108
Villa Del Prado Apartments
4643 HARRIS 9313 Tallyho Rd Houston 77017 118
Villa Springs
1311 HARRIS 15101 Blue Ash Dr Houston 77090 216
<table>
<thead>
<tr>
<th>Apartment Name</th>
<th>Zip Code</th>
<th>County</th>
<th>Address Details</th>
<th>City</th>
<th>Zip Code</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Village at Morningstar</td>
<td>77590</td>
<td>GALVESTON</td>
<td>3401 Magnolia St</td>
<td>Texas City</td>
<td>77590</td>
<td>100</td>
</tr>
<tr>
<td>Village at Palm Center</td>
<td>77021</td>
<td>HARRIS</td>
<td>5110 Griggs Road</td>
<td>Houston</td>
<td>77021</td>
<td>222</td>
</tr>
<tr>
<td>Village Park North fka: Ambassador North Apartments</td>
<td>77022</td>
<td>HARRIS</td>
<td>8210 Bauman Rd</td>
<td>Houston</td>
<td>77022</td>
<td>100</td>
</tr>
<tr>
<td>Villas at Colt Run</td>
<td>77028</td>
<td>HARRIS</td>
<td>7600 E Houston Rd</td>
<td>Houston</td>
<td>77028</td>
<td>138</td>
</tr>
<tr>
<td>Villas at El Dorado</td>
<td>77546</td>
<td>GALVESTON</td>
<td>220 W El Dorado Blvd</td>
<td>Friendswood</td>
<td>77546</td>
<td>159</td>
</tr>
<tr>
<td>Villas at Winkler Senior Homes</td>
<td>77017</td>
<td>HARRIS</td>
<td>8625 Winkler Dr</td>
<td>Houston</td>
<td>77017</td>
<td>234</td>
</tr>
<tr>
<td>Villas of Park Grove</td>
<td>77450</td>
<td>HARRIS</td>
<td>600 Park Grove Ln</td>
<td>Katy</td>
<td>77450</td>
<td>150</td>
</tr>
<tr>
<td>Waterside Court</td>
<td>77038</td>
<td>HARRIS</td>
<td>503 West Rd</td>
<td>Houston</td>
<td>77038</td>
<td>118</td>
</tr>
<tr>
<td>Wellington Park Apartments</td>
<td>77070</td>
<td>HARRIS</td>
<td>9100 Mills Rd</td>
<td>Houston</td>
<td>77070</td>
<td>244</td>
</tr>
<tr>
<td>West Oaks Senior Apartments</td>
<td>77082</td>
<td>HARRIS</td>
<td>15059 Caseta Dr</td>
<td>Houston</td>
<td>77082</td>
<td>232</td>
</tr>
<tr>
<td>Willow Green Apartments</td>
<td>77070</td>
<td>HARRIS</td>
<td>8301 Willow Place Dr N</td>
<td>Houston</td>
<td>77070</td>
<td>336</td>
</tr>
<tr>
<td>Willow Park Apartments</td>
<td>77489</td>
<td>FORT BEND</td>
<td>14001 Fondren Rd</td>
<td>Missouri City</td>
<td>77489</td>
<td>260</td>
</tr>
<tr>
<td>Windshire Apartments</td>
<td>77504</td>
<td>HARRIS</td>
<td>4415 Shaver St</td>
<td>Pasadena</td>
<td>77504</td>
<td>252</td>
</tr>
<tr>
<td>Windsor Gardens Apartments</td>
<td>77587</td>
<td>HARRIS</td>
<td>1620 Spencer Hwy</td>
<td>South Houston</td>
<td>77587</td>
<td>192</td>
</tr>
<tr>
<td>Woodland Christian Towers</td>
<td>77022</td>
<td>HARRIS</td>
<td>600 East Tidwell Road</td>
<td>Houston</td>
<td>77022</td>
<td>127</td>
</tr>
<tr>
<td>Woodside Manor Senior Community</td>
<td>77301</td>
<td>MONTGOMERY</td>
<td>219 N Loop 336 E</td>
<td>Conroe</td>
<td>77301</td>
<td>220</td>
</tr>
<tr>
<td>Wyndham Park Apartments</td>
<td>77521</td>
<td>HARRIS</td>
<td>2700 Rollingbrook Dr</td>
<td>Baytown</td>
<td>77521</td>
<td>184</td>
</tr>
<tr>
<td>Zion Village Apartments</td>
<td>77004</td>
<td>HARRIS</td>
<td>3154 Gray St</td>
<td>Houston</td>
<td>77004</td>
<td>50</td>
</tr>
</tbody>
</table>
Miranda,

The definition in 10 TAC §8.1(8) for Existing Development is “Existing Development--for purposes of 811 PRA Program participation, a property within the Department's portfolio that is not actively applying for multifamily funds at the time, and is being considered to serve as the Eligible Multifamily Property as part of an Applicant’s or an Affiliate's current application. For full applications made on or after January 1, 2018, Existing Developments do not include properties for which the only Ownership interest is through the participation of a Historically Underutilized Business, which owns less than 50% of an Existing Development.”

Prospective Applicants for the 2018 Multifamily Cycle had the opportunity to request removal of properties from the List of Eligible Existing Developments for Participation in the Section 811 PRA Program between November 1, 2017 and November 17, 2017.

The Rule is clear that an Existing Development may not be considered if an Applicant can establish its lack of legal authority to commit Section 811 PRA Program units in an Existing Development. We agree that Valley at Cobb Park, Retreat at Cobb Park, and Retreat at Westlock have existing use restrictions that prohibit the units from housing 811 PRA tenants. This information should be submitted as an attachment to Tab 19 with your Multifamily Application. However, we do not agree that the documentation you provided demonstrates a lack of legal authority for Villa Brazos and Village at Palm Center.

At issue is how an Applicant that has an Existing Development that could comply with method A to obtain “811 points” but encounters a legal impediment to committing that property should document the situation to support pursuing the point election under B.

First, the Applicant needs to provide evidence that a third party has a legal right to withhold approval for that property to commit voluntarily to 811 participation. Simply saying that they are a lender and a lender needs to consent is insufficient. It is necessary to provide the specific legally enforceable agreement or other instrument that gives the lender the unambiguous legal right to withhold that consent.

Second, it is necessary to document that the lender (or other third party) that had the legal right to withhold a required consent was asked to give their consent. A minimal request such as “please confirm agreement to the property’s participation in the 811 program” would generally be scrutinized by staff. Staff believes that the financial benefits that are derived at the property level by participation in the 811 program are substantial and should be disclosed in connection with the request so that the party being asked for consent is making an informed decision. In the prior round the staff received enquiries from a number of lenders and provided assurances in this regard.

So, third would be documentation that the third party possessing the legal right to withhold a required consent has, in fact, done so.
In this scenario, provide the agreement or other instrument as an attachment to Tab 19 that prevents an Existing Development from housing 811 PRA tenants.

In addition, in accordance with 10 TAC §10.207(a)(1), Waiver requests for items that were elected to meet scoring criteria or where the Applicant was provided a menu of options to meet the requirement will not be considered under this paragraph.

Thank you,

Spencer

---

**Spencer Duran**
Section 811 Manager
Texas Department of Housing and Community Affairs
211 E. 11th Street | Austin, TX 78701
Office: 512-475-1784
Fax: 512-475-0070

**About TDHCA**
The Texas Department of Housing and Community Affairs is committed to expanding fair housing choice and opportunities for Texans through the administration and funding of affordable housing and homeownership opportunities, weatherization, and community-based services with the help of for-profits, nonprofits, and local governments. For more information about fair housing, funding opportunities, or services in your area, please visit [www.tdhca.state.tx.us](http://www.tdhca.state.tx.us) or the [Learn about Fair Housing in Texas](http://www.tdhca.state.tx.us) page.

---

**From:** Miranda Sprague [mailto:miranda.sprague@itexgrp.com]
**Sent:** Monday, January 29, 2018 3:59 PM
**To:** Spencer Duran; Bill Cranor
**Cc:** Audrey Martin; Michelle Harder; melissa.giacona
**Subject:** Section 811 Letter in Response to Section 811 List

Good afternoon Mr. Durran and Mr. Cranor,

Please see the attached letter in regards to the Section 811 list of developments issued by TDHCA. Can you please confirm receipt of this email?

Thank you,

Miranda Sprague, Vice President of Real Estate Development

---

**ITEX**
3735 Honeywood Court, Port Arthur, Texas 77642
[Miranda.Sprague@itexgrp.com](mailto:Miranda.Sprague@itexgrp.com)
Direct: 409.853.3681 | Cell: 409.720.7803 | Fax: 409.721.6603
Chris/Miranda: This is in response to your recent request to consider the implementation of Section 811 for Villas Brazos. Attached is a letter formalizing the Bank's decision to decline the Section 811 Subsidy.

The Section 811 Program would require the Partnership to enter into a Use Agreement and a Participation Agreement. Under Section 8.03(i) of the Partnership Agreement, the GP cannot "otherwise encumber all or any portion of the Project" without LP consent. Entering those agreements would fit under this restriction.

Please let me know if you would like to discuss further.

Thanks,
Gina

Gina Bender
SVP; Team Leader
Tax Credit Equity Investments Asset Management
Bank of America Merrill Lynch
Bank of America, N.A.
MA1-225-02-02 | 225 Franklin Street | Boston, MA 02110
T 617.346.1426 F 617.346.2724
regina.s.bender@baml.com
AMENDED AND RESTATED
LIMITED PARTNERSHIP AGREEMENT
OF
FREEPORT VB HOUSING, LP,
A TEXAS LIMITED PARTNERSHIP

by and among

Freeport VB Housing GP, LLC,
a Texas limited liability company,
as General Partner,

Bank of America, N.A.,
as Limited Partner, and

Banc of America CDC Special Holding Company, Inc.,
a North Carolina Corporation
as Special Limited Partner

dated as of May 23, 2013
commence and prosecute appropriate actions with respect to ad valorem taxes payable by the Partnership provided (i) that such action is customary in the area where the Property is located, (ii) any fees or expenses payable by the Partnership, including, but not limited to, attorney’s fees, relating to such action are contingent upon, and in an amount based on a percentage of, the actual savings in such ad valorem taxes achieved by such action, and (iii) General Partner provides Limited Partner written notice of the commencement of such action, which notice will include copies of all materials filed in connection with such action, and General Partner provides to Limited Partner such other reasonable information regarding such action as Limited Partner may from time to time request;

8.03(f) Act in any manner which General Partner knew or should have known will
8.03(g) cause the termination of the Partnership for federal income tax purposes, or
8.03(h) cause the Partnership to be treated for federal income tax purposes as an association taxable as a corporation;
8.03(i) Sell, convey, lease or otherwise encumber (other than Residential Leases complying with the provisions of this Agreement) all or any portion of the Project or other Property except as provided in the Loan Documents or required by any Governmental Authority;
8.03(j) Withdraw, admit or substitute a General Partner or any other Partner;
8.03(k) Make a loan of Partnership funds to any Person including General Partner or any Affiliate;
8.03(l) Borrow funds in the name of the Partnership (except for the Loans), refinance the Loans, or incur any indebtedness for borrowed money except for trade payables in the normal course of business;
8.03(m) Dissolve the Partnership;
8.03(n) Amend this Agreement;
8.03(o) Amend, or cause the Partnership to amend, any Loan Document;
8.03(p) Make income tax elections, except for those elections which are purely ministerial in nature;
8.03(q) Acquire any real or personal property tangible or intangible in addition to the Project or any replacement of personal property within the Project, the aggregate value of which will exceed $10,000 in a single Fiscal Year (other than easements or similar rights necessary or convenient for the operation of the Project and other than as set forth in the Development Budget or any Annual Budget approved pursuant to the terms of this Agreement) other than as may be required by any Governmental Authority;
February 14, 2018

Freeport VB Housing, LP
c/o Freeport VB Housing GP, LLC
9 Greenway Plaza, Suite 1250
Houston, TX 77046

RE: Freeport VB Housing

Dear Mr. Akbari:

As you know, Bank of America, N.A., is the Limited Partner ("Limited Partner"), and Banc of America CDC Special Holding Company, Inc., a North Carolina Corporation, is the Special Limited Partner ("Special Limited Partner"; Limited Partner and Special Limited Partner may be referred to collectively as "Limited Partners"), in Freeport VB Housing, LP, a Texas Limited Partnership (the "Partnership"). Freeport VB Housing GP, LLC, a Texas Limited Liability Company, the General Partner in the Partnership ("General Partner"), has requested that Limited Partners approve the inclusion of the apartment development owned by the Partnership known as "Villa Brazos Apartments" (the "Project") in the Texas Department of Housing and Community Affairs Section 811 Project Rental Assistance Program (the "811 Program").

The Limited Partners have reviewed such request and observe that entering into the 811 Program would materially alter the approved underwriting of our Investment. Given the information provided and the impact on our underwriting, the Limited Partners have determined that inclusion of the Project in the 811 Program is not in the best interest of either the Project or the Limited Partners. Therefore, the Limited Partners do not approve the Project being included in the 811 Program.

If you have any questions, please contact me.

Sincerely,

[Signature]

Regina S. Bender
Senior Vice President

cc: Barry Palmer, Esq
Edward Hickey
February 19, 2018

Texas Department of Housing and Community Affairs  
Attn: Spencer Duran  
Section 811 Manager  
221 East 11th Street  
Austin, TX 78711  

RE: 13428 – Village at Palm Center – Houston, Texas  
Section 811 Units

Dear Mr. Duran,

As you may be aware, Affordable Housing Partners, Inc., or its affiliate, is the investor Limited Partner in Village at Palm Center in Houston, Texas. We have received a copy of the TDHCA Section 811 List of Eligible Developments for Participation in the Section 811 PRA Program which includes Village at Palm Center. Please be advised that AHP was not aware of any pending request for the provision of Section 811 units, with their long term set aside requirements and limited financial assistance. Since our underwriting did not take these units into consideration, either from a mortgage sizing and/or potential revenue deficit reserve standpoint, we will not be able to provide an approval for 811 PRA units at Village at Palm Center.

Additionally, in response to your inquiry concerning the ability of the General Partner in Village at Palm Center to make decisions concerning such matters as post closing changes to tenancy, income set asides and/or new or modified rental assistance funding changes without the Limited Partners consent, please see Sections 4.1(t) and 6.4(b)(8) of the Partnership Agreement.

If you have any questions, please do not hesitate to contact me at your convenience.

Sincerely,

[Signature]

Robert Johnston  
Senior Vice President, Acquisitions
THE LIMITED PARTNERSHIP INTERESTS EVIDENCED BY THIS SECOND AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP (THE "AGREEMENT") HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933 (THE "1933 ACT") OR PURSUANT TO APPLICABLE STATE SECURITIES LAWS ("BLUE SKY LAWS"). ACCORDINGLY, THE LIMITED PARTNERSHIP INTERESTS CANNOT BE RESOLD OR TRANSFERRED BY ANY PURCHASER THEREOF WITHOUT REGISTRATION OF THE SAME UNDER THE 1933 ACT AND THE BLUE SKY LAWS OF SUCH STATE(S) AS MAY BE APPLICABLE, EXCEPT IN A TRANSACTION WHICH IS EXEMPT FROM THE REGISTRATION REQUIREMENTS OF THE 1933 ACT AND THE BLUE SKY LAWS OR WHICH IS OTHERWISE IN COMPLIANCE THEREWITH. IN ADDITION, THE SALE OR TRANSFER OF SUCH LIMITED PARTNERSHIP INTERESTS IS SUBJECT TO CERTAIN RESTRICTIONS SET FORTH IN THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, THE RESTRICTIONS SET FORTH IN ARTICLE 8 HEREOF.
Expenses in the approximate amount of $1,030,362.59 expended by the Partnership for the benefit of Nautical.

"Title Company" means Independence Title Company.

"Upward Adjustor" has the meaning set forth in Section 5.1(c)(ii) of this Agreement.


Article 3
PURPOSE OF THE PARTNERSHIP

The purposes of the Partnership are to (a) acquire the Land, (b) construct residential and retail improvements on the Land (c) lease the retail improvements pursuant to the Master Commercial Lease, (d) separate the improvements constructed on the Land into retail and residential uses, including, but not limited to, the creation of the Residential Unit and the Retail Unit by implementing the Condominium Documents, (e) sell the Retail Unit to the Retail Unit Owner upon creation of the Condominium, (e) own, hold, improve, maintain, operate, develop, sell, mortgage, exchange, finance and lease the Residential Unit, and (f) to engage in any and all general business activities related or incidental thereto. The Partnership may also engage in such other activities as may be reasonably incident or appropriate to furthering the activities of the Partnership with respect to the Apartment Complex and the Land.

Article 4
REPRESENTATIONS, WARRANTIES AND COVENANTS

4.1 Representations, Warranties and Covenants Relating to the General Partner, the Apartment Complex and the Partnership. As of the date hereof, and throughout the term of this Agreement for ongoing covenants described in this Section 4.1, Griggs Road GP hereby represents, warrants and covenants to the Partnership and to the Partners that:

(a) The execution and delivery of this Agreement by Griggs Road GP and the performance by Griggs Road GP of the transactions contemplated hereby have been duly authorized by all requisite corporate, limited liability company, partnership or trust actions or proceedings. Griggs Road GP is duly organized, validly existing and in good standing under the laws of the state of its formation with power to enter into this Agreement and to consummate the transactions contemplated hereby.

(b) At the date hereof and at the time of commencement of construction, the Land is and will be properly zoned for the Apartment Complex, all consents, permissions and licenses required by all applicable governmental entities have been and will have been obtained, and the Apartment Complex conforms and will conform to all applicable federal, state and local land use, zoning, environmental and other governmental laws and regulations, the violation of which would have, or would be likely to have, an adverse effect on the Apartment Complex or the Partnership.
authority to own the Land and to develop, construct, operate and maintain the Apartment Complex in accordance with the terms of this Agreement, and shall have taken and shall continue to take all action under the laws of the State and any other applicable jurisdiction or otherwise that is necessary to protect the limited liability of AHF and to enable the Partnership to engage in its business.

(r) No restrictions on the sale or refinancing of the Apartment Complex, other than the restrictions to be set forth in this Agreement, the Regulatory Agreements and Section 42 of the Code, exist as of the date hereof, and no such restrictions shall, at any time while AHF is a Limited Partner, be placed upon the sale or refinancing of the Apartment Complex.

(s) To the best of its knowledge after due inquiry, at the time of the execution of this Agreement, Griggs Road GP has fully complied with all applicable provisions and requirements of any and all purchase and/or lease agreements, stormwater management agreement and other agreements with respect to the purchase of the Land and the development, financing and operation of the Apartment Complex. It shall take, and/or cause the Partnership to take, all actions as shall be necessary to achieve and maintain continued compliance with the provisions, and fulfill all applicable requirements, of such agreements.

(t) The only tenant eligibility requirements or rent restrictions with which the Apartment Complex and the Partnership must comply, including restrictions necessary to receive the full amount of the Projected Credits, are the following: (i) 178 of the 222 units (the "Tax Credit Units") are subject to occupancy limitation and minimum rent Tax Credit Tests for the term of the Extended Use Agreement, (ii) 11 of the Tax Credit Units are further restricted to tenants whose income is less than 30% of area median income; (iii) 22 of the Tax Credit Units will receive Section 8 rental assistance payments pursuant to the HAP Contract; and (iv) 12 of the units will be targeted to persons with disabilities. Unless AHF gives its Consent, 44 of the units shall at all times be rented or available for rent as "free market" units without regard to any rent restrictions and occupancy limitations imposed under the Code, the Agency, the Extended Use Agreement or from any other source.

(u) The term of the Extended Use Agreement will not exceed 30 years and under the Extended Use Agreement the Partnership shall have the right to cause a termination of the Extended Use Agreement after the end of the Compliance Period, but prior to the end of such 30 year term, in accordance with Section 42(h)(6)(E)(i)(I) of the Code.

(v) All real estate taxes, or payments in lieu thereof, assessments, water and sewer charges and other municipal charges, to the extent due and owing, have been paid in full on the Apartment Complex.

(w) No representation, warranty or statement of Griggs Road GP in this Agreement or in any document, certificate or schedule furnished or to be furnished to any Limited Partner pursuant hereto contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary to make the statements or facts contained therein not misleading.
6.3 **Special Purpose Entity/No Change of Name or Principal Place of Business.**

(a) The General Partner shall engage in no other business or activity other than that of being the General Partner of the Partnership. The General Partner was formed exclusively for the purpose of acting as the General Partner of the Partnership and has never engaged in any other activity, business or endeavor. As of the date of this Agreement, the General Partner has no liabilities or indebtedness other than its liability for the debts of the Partnership, and the General Partner shall not incur any indebtedness other than its liability for the debts of the Partnership. If the General Partner determines it needs additional funds for any purpose, it shall obtain such funds solely from capital contributions from its members. The General Partner has observed and shall continue to observe all necessary or appropriate entity formalities in the conduct of its business. The General Partner shall keep its books and records separate and distinct from those of its members and Affiliates. The General Partner shall clearly identify itself as a legal entity separate and distinct from its members and its Affiliates in all dealings with other Persons.

(b) The General Partner agrees that it shall not, without at least 30 days prior written notification to AHF, change its name or move or otherwise change its principal place of business or state of formation.

6.4 **Limitations Upon the Authority of Griggs Road GP.**

(a) Griggs Road GP shall not have any authority to:

(i) perform any act in violation of any applicable law or regulation thereunder;

(ii) perform any act in violation of the provisions of the Regulatory Agreements, or any other Project Documents;

(iii) do any act required to be approved in writing by AHF under the Act unless the right to do so is expressly otherwise given in this Agreement or unless AHF has provided such approval;

(iv) borrow from, or otherwise misappropriate funds of, the Partnership, commingle Partnership funds with funds of any other Person or use Partnership funds other than for the particular purpose for which such funds were advanced or contributed; or

(v) conduct the business of the Partnership in violation of the Partnership's purposes set forth in Article 3.

(b) Griggs Road GP shall not, without the Consent of AHF, which Consent may be withheld in AHF’s sole and absolute discretion, have any authority to:

(i) sell or otherwise dispose of, at any time, any interest in the Apartment Complex or any other material portion of the assets of the Partnership;

(ii) execute or deliver any general assignment for the benefit of the creditors of the Partnership or file a petition or acquiesce in the filing of a petition for Bankruptcy;
(iii) borrow in excess of $10,000.00 in the aggregate at any one time outstanding on the general credit of the Partnership, except LP Loans, GP Loans and Operating Deficit Loans, and except as and to the extent provided for in an approved budget pursuant to Section 12.5(a) of this Agreement (in considering whether to Consent to any increase in a Project Loan, AHF shall consider the impact on AHF's share of Capital Transaction Proceeds and other items in its sole and absolute discretion);

(iv) except as provided in Section 6.9(d), following Stabilization, construct any new or replacement capital improvements on the Apartment Complex which substantially alter the Apartment Complex or its use or which are at a cost in excess of $10,000.00 in a single Fiscal Year, except (a) replacements and remodeling in the ordinary course of business or under emergency conditions, or (b) reconstruction paid with insurance proceeds, or (c) as and to the extent provided for in an approved budget pursuant to Section 12.5(a) of this Agreement;

(v) acquire or lease any real property in addition to the Apartment Complex other than easements reasonable and necessary for the operation of the Apartment Complex;

(vi) amend, modify or alter the Condominium Documents;

(vii) amend or terminate the HAP Contract except as permitted pursuant to Section 4.1(jj) of this Agreement;

(viii) take any action requiring the Consent of AHF hereunder without first having obtained such Consent.

6.5 Sale of the Apartment Complex and/or Interests in the Partnership.

(a) At any time after the expiration of the Credit Period, the Partnership shall market and sell the Apartment Complex upon the written request of AHF (a "Sale Request").

(i) A Sale Request may include terms and conditions for such sale which AHF may request, including, but not limited to, a minimum sale price and whether such sale is subject to new financing or to the assumption of any existing financing secured by the Apartment Complex.

(ii) Promptly after the receipt by the General Partner of a Sale Request, and subject to the designation of a Marketing Agent, as defined and set forth in Section 6.5(a)(iii), the General Partner shall cause the Partnership to diligently and continuously market the Apartment Complex, and shall use its best efforts to market and sell the Apartment Complex in accordance with the terms of the Sale Request, subject in all events to the further approval of AHF in its sole discretion of (A) the acceptance of any offer, (B) the price and other terms and conditions of such sale, (C) the identity, management and control of the purchaser in such sale, and (D) the terms and conditions set forth in the definitive purchase agreement and other documents related to such marketing and/or sale.

(iii) In connection with a Sale Request, or at any time thereafter, AHF and the General Partner shall select a mutually acceptable marketing agent or real estate broker for...
Section 811 Project Rental Assistance Program “PRA” Certification

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

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

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

I (We) hereby make application to the TDHCA to participate in the Section 811 PRA Program. The undersigned hereby acknowledges that an award by the TDHCA does not warrant that the Existing Property or the Development is deemed qualified to participate in the Section 811 PRA Program. I (We) agree that the TDHCA or any of its directors, officers, employees, and agents will not be held responsible or liable for any representations made to the undersigned or its investors relating to the Section 811 PRA Program; therefore, I (We) assume the risk of all damages, losses, costs, expenses, and liabilities of any nature directly or indirectly, related thereto and agree to indemnify and save harmless the TDHCA and any of its officers, employees, and agents against any and all claims, suits, losses, damages, costs, and expenses of any kind and of any nature that the TDHCA may hereinafter suffer, incur, or pay arising out of or relating to the TDHCA’s acceptance, consideration, approval or disapproval of this request and the issuance or non-issuance of a RAC or 811 PRA funds herewith.

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

I (We) acknowledge all representations, undertakings, and commitments made by Applicant in the application process for a Development, whether with respect to eligibility criteria, selection criteria or otherwise, shall be deemed to be a condition to any Commitment or Contract for such
Development, the violation of which shall be cause for cancellation of such Commitment or Contract by the TDHCA and if concerning the ongoing features or operation of the Development, shall be enforceable by the TDHCA and the tenants of the Development, including enforcement by administrative penalties for failure to perform, in accordance with the LURA. The obligation to sign an Owner Participation Agreement is binding. I (We) must sign an Owner Participation Agreement if the Development receives an award and is requested to do so by the Department.

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

Further, I (We) hereby assert that I (We) have read and understand all the information contained in the Application. By signing this document, I (We) affirm that all statements made in this government document are true and correct under penalty of Chapter 37 of the Texas Penal Code titled Perjury and Other Falsification and subject to criminal penalties as defined by the State of Texas. TEX. PENAL CODE ANN. §37.01 et seq. (Vernon 2011).

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

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

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

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

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

If, after receiving a public subsidy (including Section 811 PRA Program funds), I (We) are convicted of a violation under 8 U.S.C Section 1324a(f), I (We) shall repay the amount of the public subsidy with interest, at the rate and according to the other terms provided by an agreement under Tex. Government Code §2264.053, not later than the 120th day after the date TDHCA notifies the Applicant of the violation.

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

**Property Condition Standards Certification**

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

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

**Federal Cross-Cutting Certifications**

**Lead Based Paint**

I (We) certify that documentation of compliance with 24 CFR Part 35 (Lead Safe Housing Rule), including but not limited to the documentation reflected in the following clauses, will be maintained in project files. I (We) understand that standard forms are available in the Federal Register, as indicated by the sources noted below.

Applicability Form 24 CFR §35.115 – A copy of a statement indicating that the property is covered by or exempt from the Lead Safe Housing Rule.
a. If the property is exempt, the file should include the reason for the exemption and no further documentation is required.

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

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

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

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

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

**Environmental**

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

I (We) certify that I (We) have read and understand the requirements of the HUD Section 811 PRA Cooperative Agreement, § PRA.215 and § PRA.216.

**Displacement of Existing Tenants**

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

**Davis Bacon**

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

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

Procurement of Recovered Materials

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

Housing Standards for Assisted Units

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

Eligibility and Threshold Certification

On behalf of the Applicant and all affiliates of the Applicant, I (We) hereby certify that the Applicant is familiar with the provisions and requirements of the Section 811 PRA Program for which I (We) am applying.

I (We) understand that housing units occupied by eligible tenants participating in the program must be affordable to Extremely Low-Income persons. I (We) understand that mixed income rental Developments may only apply PRA to units that meet 811 program affordability standards. I (We) understand that all Applications must adhere to the TDHCA’s Integrated Housing Rule at 10 TAC §1.15 and Exhibit 5 of the Section 811 PRA Cooperative Agreement § PRA.305. Additionally, I (We) certify that the units identified for 811 PRA assistance will be dispersed throughout the property and must not be segregated to one area of a building or Development.

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

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

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

2. obtaining and verifying income through the use of Enterprise Income Verification (EIV), pursuant to 24 C.F.R. 5.233(a)(2). Applicant or their designated property management staff shall refer to HUD Handbook 4350.3 REV-1, Chapter 3-30 for further guidance;
(3) obtaining and verifying information related to income eligibility of Eligible Families in Assisted Units in accordance with 24 CFR Part 5, subpart F. Applicant or their designated property management staff shall refer to HUD Handbook 4350.3 REV-1, Chapter 3-30 for further guidance;

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

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

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

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

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

I (We) certify that no Section 811 PRA Program funds will be attached to units receiving any other form of federal or state housing operating assistance or units that have received any form of long-term operating housing subsidy within a six-month period prior to receiving PRA funds. I (We) additionally certify that 811 PRA subsidy funds will not be attached to any unit that is currently a 30% AMI rent and income restricted unit or any unit that is currently operating with an existing use restriction or contractual obligation to serve persons with disabilities or persons 62 and older.
I (We) understand that funding through the full, initial 20 year term of a RAC contract to provide 811 PRA assistance will be conditional based upon available appropriations during each 5 year renewal cycle and may be moved or dissolved by TDHCA at anytime. Additionally, I (We) understand that the total number of assisted units, and their number of bedrooms maybe adjusted at anytime by TDHCA for a maximum number of units committed in the Section 811 PRA Owner Participation Agreement.

Management Practices Certification

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

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

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

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

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

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

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

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

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

I (We) certify that the Applicant or the designated Property Management staff shall comply with the Overcrowded and Under Occupied Unit requirements set by TDHCA in the Participant Selection Plan TDHCA maintains for HUD (and which is available on the TDHCA website) and will ensure that Section 811 tenants are not over or under housed according to those requirements.

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

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

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

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

I (We) certify that Development staff has the capacity and agrees to participate in the Tenant Rental Assistance Certification System for Section 811 PRA tenants. I (We) certify that if TDHCA procures a third party for one or more duties of the 811 PRA program, the Development will respond and comply with that third party in all ways as required of their obligations to TDHCA.
I (We) certify that the Development will obtain and maintain any information technology systems required of the PRA Program will be utilized at the Development at no expense to the TDHCA.

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

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

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

By: 

Signature of Authorized Representative

Christopher A. Akbari

Printed Name

Authorized Representative

Title

2/27/18

Date

The State of Texas

COUNTY OF Harris

Before me, a notary public, on this day personally appeared Christopher A. Akbari, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared and certified that the statements therein contained are true and correct. GIVEN UNDER MY HAND AND SEAL OF OFFICE this 24th day of February, 2018.

(Seal)

Teidra Hines-Lucas

Notary Public Signature
EXISTING DEVELOPMENT INFORMATION

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 223, National Housing Act (12 U.S.C. Section 1715q)
- Section 102, Housing Act of 1959 (12 U.S.C. Section 1701q)
- Section 101, Housing and Urban Development Act of 1965 (12 U.S.C. Section 1701s)
- The Section 8 Additional Assistance Program for housing developments with HUD-Insured and HUD-Held Mortgages administered by the U.S. Department of Housing and Urban Development as specified in 24 CFR Part 886, Subpart A.
- The Section 8 Housing Assistance Program for the Disposition of HUD-Owned Projects administered by the U.S. Department of Housing and Urban Development as specified by 24 CFR Part 886, Subpart C.
- Sections 514, 515, and 516, Housing Act of 1949 (42 U.S.C. Sections 1484, 1485 and 1486)
- Section 42, of the Internal Revenue Code of 1986 (26 U.S.C. Section 42)

IN ADDITION, THE SUBSIDY OR BENEFIT IS SUBJECT TO THE FOLLOWING CONDITIONS (mark all that apply):

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

PART B: DOCUMENTATION MUST SHOW THAT THE APPLICATION PROPOSES TO REHABILITATE OR RECONSTRUCT HOUSING UNITS THAT:

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

PART C: THE APPLICATION PROPOSES RELOCATION OF EXISTING UNITS IN AN OTHERWISE QUALIFYING AT-RISK DEVELOPMENT AND DOCUMENTATION MUST SHOW THAT:

- The affordability restrictions and any At-Risk eligible subsidies are approved to be transferred with the Units proposed for Rehabilitation or Reconstruction prior to the tax credit Carryover deadline; AND
- The Application proposes the same number of restricted units; AND
At-Risk Set-Aside (continued)

- The new Development Site qualifies for points under §11.9(c)(4) related to Opportunity Index; OR
- The local Governing Body of the applicable municipality or county (if completely outside of a municipality) in which that Development is located must submit a resolution confirming that the proposed Development is supported by the municipality or county in order to carry out a previously adopted plan that meets the requirements of §11.9(d) related to Concerted Revitalization Plans.

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

PART E: THE PROPOSED DEVELOPMENT IS ELIGIBLE TO REQUEST A QUALIFIED CONTRACT UNDER §42, AND THE APPLICATION INCLUDES:
- A copy of the recorded LURA and the first years’ IRS Forms 8609 for all buildings showing Part II of the form completed; AND
- If applicable, documentation from the original application regarding the right of first refusal.

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

2. Existing Development Assistance On Housing Rehabilitation Activities¹

Part A.
The existing Property is expected to have or continue the following benefit: ________________________________

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

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

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

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

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

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

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

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

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

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

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

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

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

When will the remaining buildings be under control? [ ]

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

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

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

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

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

3. Lead Based Paint (Direct Loan Applications Only)

Development constructed before January 1, 1978 [ ]

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

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

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

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

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

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

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

- [ ] The property has no bedrooms.

- [ ] The property is currently vacant and will remain vacant until demolition.
### 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;
- The two (2) most recent consecutive annual operating statement summaries, or:
- The most recent consecutive six (6) months of operating statements and the most recently available annual operating summary; or
- All monthly or annual operating summaries available.

AND

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

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

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

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

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

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

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

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

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

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

---

**Signature of Applicant**

**Printed Name**

**Date**
The activity involves demolition of existing occupied structures.

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

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.
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)
PROJECT DATA

Units: 146 Units
Average Unit Size: 930 sf/unit
Bldg. Height: 4-Story above 2 levels of parking

Density: 1.54 Acres Gross
94.81 Units/Acre

Leasing/Amenity: 5,040 S.F.

Parking Required: 196 spaces
(1.32 spaces per unit with 20% reduction for TOD projects;
245 spaces required without reduction)

Parking Provided: 234 spaces
(1.60 spaces per unit)

SITE AMENITIES
1. Perimeter Fence
2. Community Laundry Room
3. Furnished Fitness Center
4. Equipped business/computer learning center
5. Furnished Community Room
6. Secured Entry
7. Dog Park & Green Space
8. Secure Bike Parking

The site is not located within the 100-year flood plain. No water detention required on site.

BUILDING DATA

TOTAL:
Building Gross S.F.: 179,387 S.F.
Unit Net S.F. (N.R.A.): 135,717 S.F.
Patios/Balconies: 6,408 S.F.
Unit Gross S.F.: 142,125 S.F.
Leasing/Community: 5,040 S.F.
Services: 4,710 S.F.
Corridor/Stair/Elevator: 27,608 S.F.
<table>
<thead>
<tr>
<th>Unit Type</th>
<th>A1</th>
<th>A2</th>
<th>A2 HC</th>
<th>B1</th>
<th>B1 HC</th>
<th>C1</th>
<th>C1 HC</th>
<th>Unit Totals/Avg.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exterior Condition</td>
<td>Cond. 1</td>
<td>Cond. 1</td>
<td>Cond. 1</td>
<td>Cond. 1</td>
<td>Cond. 1</td>
<td>Cond. 1</td>
<td>Cond. 1</td>
<td>Net S.F.</td>
</tr>
<tr>
<td>Total Number</td>
<td>8</td>
<td>30</td>
<td>2</td>
<td>71</td>
<td>4</td>
<td>29</td>
<td>2</td>
<td>140</td>
</tr>
<tr>
<td>Net S.F.</td>
<td>815</td>
<td>784</td>
<td>784</td>
<td>1011</td>
<td>1030</td>
<td>1116</td>
<td>1128</td>
<td>975</td>
</tr>
<tr>
<td>Net S.F.</td>
<td>768</td>
<td>736</td>
<td>736</td>
<td>973</td>
<td>973</td>
<td>1066</td>
<td>1066</td>
<td>932</td>
</tr>
<tr>
<td>Net S.F.</td>
<td>47</td>
<td>48</td>
<td>48</td>
<td>57</td>
<td>50</td>
<td>60</td>
<td>60</td>
<td>70</td>
</tr>
<tr>
<td>Percent of Total</td>
<td>5.5%</td>
<td>20.5%</td>
<td>1.4%</td>
<td>46.6%</td>
<td>2.7%</td>
<td>19.9%</td>
<td>1.4%</td>
<td>100.0%</td>
</tr>
<tr>
<td>Percentage of Mix</td>
<td>27.4%</td>
<td>51.4%</td>
<td>21.2%</td>
<td>100.0%</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Unit Gross Totals</td>
<td>6,520</td>
<td>7,520</td>
<td>6,568</td>
<td>9,176</td>
<td>8,364</td>
<td>2,252</td>
<td>1,125</td>
<td>142,125</td>
</tr>
<tr>
<td>Gross S.F.</td>
<td>815</td>
<td>784</td>
<td>784</td>
<td>1011</td>
<td>1030</td>
<td>1116</td>
<td>1128</td>
<td>975</td>
</tr>
<tr>
<td>Gross S.F.</td>
<td>768</td>
<td>736</td>
<td>736</td>
<td>973</td>
<td>973</td>
<td>1066</td>
<td>1066</td>
<td>932</td>
</tr>
<tr>
<td>Gross S.F.</td>
<td>47</td>
<td>48</td>
<td>48</td>
<td>57</td>
<td>50</td>
<td>60</td>
<td>60</td>
<td>70</td>
</tr>
<tr>
<td>Gross S.F.</td>
<td>768</td>
<td>736</td>
<td>736</td>
<td>973</td>
<td>973</td>
<td>1066</td>
<td>1066</td>
<td>932</td>
</tr>
<tr>
<td>Gross S.F.</td>
<td>47</td>
<td>48</td>
<td>48</td>
<td>57</td>
<td>50</td>
<td>60</td>
<td>60</td>
<td>70</td>
</tr>
<tr>
<td>Gross S.F.</td>
<td>768</td>
<td>736</td>
<td>736</td>
<td>973</td>
<td>973</td>
<td>1066</td>
<td>1066</td>
<td>932</td>
</tr>
<tr>
<td>Gross S.F.</td>
<td>47</td>
<td>48</td>
<td>48</td>
<td>57</td>
<td>50</td>
<td>60</td>
<td>60</td>
<td>70</td>
</tr>
<tr>
<td>Gross S.F.</td>
<td>768</td>
<td>736</td>
<td>736</td>
<td>973</td>
<td>973</td>
<td>1066</td>
<td>1066</td>
<td>932</td>
</tr>
<tr>
<td>Gross S.F.</td>
<td>47</td>
<td>48</td>
<td>48</td>
<td>57</td>
<td>50</td>
<td>60</td>
<td>60</td>
<td>70</td>
</tr>
<tr>
<td>Gross S.F.</td>
<td>768</td>
<td>736</td>
<td>736</td>
<td>973</td>
<td>973</td>
<td>1066</td>
<td>1066</td>
<td>932</td>
</tr>
<tr>
<td>Gross S.F.</td>
<td>47</td>
<td>48</td>
<td>48</td>
<td>57</td>
<td>50</td>
<td>60</td>
<td>60</td>
<td>70</td>
</tr>
</tbody>
</table>

**BUILDING DATA:**

<table>
<thead>
<tr>
<th>BUILDING</th>
<th>A1</th>
<th>A2</th>
<th>A2 HC</th>
<th>B1</th>
<th>B1 HC</th>
<th>C1</th>
<th>C1 HC</th>
<th>Unit Totals per Floor</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st Floor</td>
<td>0</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>2nd Floor</td>
<td>0</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>3rd Floor</td>
<td>2</td>
<td>7</td>
<td>17</td>
<td>1</td>
<td>7</td>
<td>0</td>
<td>35</td>
<td></td>
</tr>
<tr>
<td>4th Floor</td>
<td>2</td>
<td>7</td>
<td>18</td>
<td>1</td>
<td>7</td>
<td>1</td>
<td>37</td>
<td></td>
</tr>
<tr>
<td>5th Floor</td>
<td>2</td>
<td>8</td>
<td>18</td>
<td>1</td>
<td>7</td>
<td>1</td>
<td>37</td>
<td></td>
</tr>
<tr>
<td>6th Floor</td>
<td>2</td>
<td>8</td>
<td>18</td>
<td>1</td>
<td>8</td>
<td>0</td>
<td>37</td>
<td></td>
</tr>
<tr>
<td>A1</td>
<td>8</td>
<td>30</td>
<td>71</td>
<td>4</td>
<td>29</td>
<td>2</td>
<td>146</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Leasing/Amenity</th>
<th>Unit Net SF Per Floor</th>
<th>Unit Gross SF Per Floor</th>
<th>Total Net SF Per Floor</th>
<th>Services Per Floor</th>
<th>Corridor SF Per Floor</th>
<th>Total Gross SF Per Floor</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st Floor</td>
<td>1,425</td>
<td>0</td>
<td>1,425</td>
<td>150</td>
<td>7</td>
<td>3,664</td>
</tr>
<tr>
<td>2nd Floor</td>
<td>1,425</td>
<td>0</td>
<td>1,425</td>
<td>30</td>
<td>7</td>
<td>2,464</td>
</tr>
<tr>
<td>3rd Floor</td>
<td>32,408</td>
<td>33,931</td>
<td>34,590</td>
<td>724</td>
<td>6,403</td>
<td>43,248</td>
</tr>
<tr>
<td>4th Floor</td>
<td>34,439</td>
<td>34,439</td>
<td>34,439</td>
<td>724</td>
<td>6,545</td>
<td>43,337</td>
</tr>
<tr>
<td>5th Floor</td>
<td>34,439</td>
<td>36,068</td>
<td>34,439</td>
<td>724</td>
<td>6,545</td>
<td>43,337</td>
</tr>
<tr>
<td>6th Floor</td>
<td>34,439</td>
<td>34,439</td>
<td>34,439</td>
<td>724</td>
<td>6,555</td>
<td>43,337</td>
</tr>
<tr>
<td>A1</td>
<td>135,717</td>
<td>142,125</td>
<td>140,757</td>
<td>4,710</td>
<td>27,512</td>
<td>179,387</td>
</tr>
</tbody>
</table>

5% of each unit type to be HC Units (mobility impaired); 2% of each unit type to be Hearing/Visually Impaired units.
**UNIT DATA**

**A Units Required:**
- Standard: 37 units
- HC Units (Mobility Impaired): 2 units
- Hearing &/or Visually Impaired: 1 unit
- Total: 40 units

**B Units Required:**
- Standard: 69 units
- HC Units (Mobility Impaired): 4 units
- Hearing &/or Visually Impaired: 2 units
- Total: 75 units

**C Units Required:**
- Standard: 28 units
- HC Units (Mobility Impaired): 2 units
- Hearing &/or Visually Impaired: 1 unit
- Total: 31 units

**UNIT AMENITIES**

1. Covered entries
2. 9’ ceilings in living areas
3. Refrigerator with icemaker
4. Storage room or close with 9 SF in addition to bedroom and bathroom linen closets
5. 14 SEER HVAC
6. Covered patios/Balcony
7. 30 year shingle roofing
8. Greater than 30% stucco or masonry on building exteriors
9. Walk-in closet in master bedroom
10. Microwave

All units adhere to Fair Housing Requirements. Eight (8) Units will be Handicap Units: Two (2) A-HC Units, four (4) B-HC Units & two (2) C-HC Units. All units comply with TDHCA visitability requirements.

Hearing &/or Visually Impaired Units have the same layout as standard units.

---

**UNIT A1**
- 8/146 units
- Floor Material:
  - LVT: 60%
  - CT: 7%
  - Carpet: 33%
- 768 Net S.F.

**UNIT A2**
- 30/146 units
- Floor Material:
  - LVT: 62%
  - CT: 10%
  - Carpet: 28%
- 736 Net S.F.
Unit Plans
Scale 1/8" = 1'-0"

UNIT DATA

A Units Required:
- Standard: 37 units
- HC Units (Mobility Impaired): 2 units
- Hearing &/or Visually Impaired: 1 unit
- Total: 40 units

B Units Required:
- Standard: 69 units
- HC Units (Mobility Impaired): 4 units
- Hearing &/or Visually Impaired: 2 units
- Total: 75 units

C Units Required:
- Standard: 28 units
- HC Units (Mobility Impaired): 2 units
- Hearing &/or Visually Impaired: 1 unit
- Total: 31 units

UNIT AMENITIES

1. Covered entries
2. 9' ceilings in living areas
3. Refrigerator with icemaker
4. Storage room or closet with 9 SF in addition to bedroom and bathroom linen closets
5. 14 SEER HVAC
6. Covered patio/ Balcony
7. 30 year shingle roofing
8. Greater than 30% stucco or masonry on building exteriors
9. Walk-in closet in master bedroom
10. Microwave

All units adhere to Fair Housing Requirements. Eight (8) units will be Handicap Units: Two (2) A- HC Units, four (4) B-HC Units & two (2) C-HC Units. All units comply with TDHCA visitability requirements. Hearing &/or Visually Impaired Units have same layout as standard units.
UNIT DATA

A Units Required:
- Standard 37 units
- HC Units (Mobility Impaired) 2 units
- Hearing &/or Visually Impaired 1 unit
- Total 40 units

B Units Required:
- Standard 69 units
- HC Units (Mobility Impaired) 4 units
- Hearing &/or Visually Impaired 2 units
- Total 75 units

C Units Required:
- Standard 28 units
- HC Units (Mobility Impaired) 2 units
- Hearing &/or Visually Impaired 1 unit
- Total 31 units

UNIT AMENITIES
1. Covered entries
2. 9’ ceilings in living areas
3. Refrigerator with icemaker
4. Storage room or closet with 9 SF in addition to bedroom and bathroom linen closets
5. 14 SEER HVAC
6. Covered patios / Balcony
7. 30 year shingle roofing
8. Greater than 30% stucco or masonry on building exteriors
9. Walk-in closet in master bedroom
10. Microwave

All units adhere to Fair Housing Requirements.
Eight (8) Units will be Handicap Units: Two (2) A-HC Units, four (4) B-HC Units & two (2) C-HC Units. All units comply with TDHCA visitability requirements.

Hearing &/or Visually Impaired Units have same layout as standard units.

UNIT A2 HC
- 2/146 units
- 736 Net S.F.
- Floor Material:
  - LVT: 62%
  - CT: 10%
  - Carpet: 28%

Fulton on the Rail
Houston, Texas

HC Unit Plans
Scale 1/8” = 1’ - 0”

JHP
Copyright © 2018
Not for Regulatory Approval, Permit or Construction: John Schrader
Registered Architect of State of Texas, Registration No. 17828

ITEX
03.01.2018 2018014.00 cc
UNIT DATA
A Units Required:
- Standard: 37 units
- HC Units (Mobility Impaired): 2 units
- Hearing &/or Visually Impaired: 1 unit
Total: 40 units
B Units Required:
- Standard: 69 units
- HC Units (Mobility Impaired): 4 units
- Hearing &/or Visually Impaired: 2 units
Total: 75 units
C Units Required:
- Standard: 28 units
- HC Units (Mobility Impaired): 2 units
- Hearing &/or Visually Impaired: 1 unit
Total: 31 units

UNIT AMENITIES
1. Covered entries
2. 9' ceilings in living areas
3. Refrigerator with icemaker
4. Storage room or close with 9 SF in addition to bedroom and bathroom linen closets
5. 14 SEER HVAC
6. Covered patios/ Balcony
7. 30 year shingle roofing
8. Greater than 30% stucco or masonry on building exteriors
9. Walk-in closet in master bedroom
10. Microwave

All units adhere to Fair Housing Requirements. Eight (8) Units will be Handicap Units: Two (2) A- HC Units, four (4) B-HC Units & two (2) C-HC Units. All units comply with TDHCA visitability requirements.

Hearing &/or Visually Impaired Units have same layout as standard units.

UNIT B1 HC
- 4/146 units
- 973 Net S.F.
- Floor Material:
  - LVT: 46%
  - CT: 10%
  - Carpet: 44%

UNIT C1 HC
- 2/146 units
- 1,066 Net S.F.
- Floor Material:
  - LVT: 40%
  - CT: 10%
  - Carpet: 50%
COMMUNITY AMENITY
LINE OF PODIUM BELOW
HEARING/VISUALLY IMPAIRED UNIT

BUILDING DATA
LEVEL 3:
Building Gross S.F.: 43,248 S.F.
Leasing/Community: 2,190 S.F.
Corridors/Stairs/Elevators: 6,403 S.F.
Unit Net S.F.: 32,400 S.F.
Patio/Balconies: 1,531 S.F.
Unit Gross S.F.: 33,931 S.F.
Trash: 105 S.F.
Laundry: 280 S.F.
Utilities: 339 S.F.

LEVEL 4:
Building Gross S.F.: 43,337 S.F.
Corridors/Stairs/Elevators: 6,545 S.F.
Unit Net S.F.: 34,439 S.F.
Patio/Balconies: 1,629 S.F.
Unit Gross S.F.: 36,068 S.F.
Trash: 105 S.F.
Laundry: 280 S.F.
Utilities: 339 S.F.

Fulton on the Rail
Houston, Texas
Fulton Street Elevation

ELEVATION DATA

- 30% Brick
- 20% Cementitious Siding
- 50% Cementitious Panel
- TPO Low-Slope Membrane Roof

Key Plan: NTS

Courtyard elevations to be materially similar.
Sharman Street Elevation

ELEVATION DATA
30% Brick
20% Cementitious Siding
50% Cementitious Panel
TPO Low-Slope Membrane Roof

Courtyard elevations to be materially similar.

Key Plan: NTS
Wynne Street Elevation

Side Elevation

Building Elevations
N.T.S.

ELEVATION DATA

- 30% Brick
- 20% Cementitious Siding
- 50% Cementitious Panel
- TPO Low-Slope Membrane Roof

Courtyard elevations to be materially similar.
**Fulton on the Rail**

**Houston, Texas**

**03.01.2018**

**Copyright © JHP 2018**

Not for Regulatory Approval, Permit or Construction: John Schrader

Registered Architect of State of Texas, Registration No. 17828

---

**AMENITY DATA**

**LEASING/AMENITY TOTAL:** 5,040 S.F.

**FIRST FLOOR:**
- Entry Lobby: 625 S.F.
- Sitting: 340 S.F.
- Mail: 460 S.F.
- **TOTAL:** 1,425 S.F.

**SECOND FLOOR:**
- Leasing Lobby: 160 S.F.
- Leasing: 720 S.F.
- Manager's Office: 240 S.F.
- Workroom: 215 S.F.
- Restroom: 90 S.F.
- **TOTAL:** 1,425 S.F.

**THIRD FLOOR:**
- Kitchen: 335 S.F.
- Dining: 300 S.F.
- Community Room: 450 S.F.
- Fitness: 675 S.F.
- Business Center: 230 S.F.
- Restrooms: 200 S.F.
- **TOTAL:** 2,190 S.F.

---

**Building Amenity Layout**

1/16" = 1'-0"
### Specifications and Building/Unit Type Configuration

**Unit types should be entered from smallest to largest based on “# of Bedrooms” and “Sq. Ft. Per Unit.” “Unit Label” should correspond to the unit label or name used on the unit floor plan. “Building Label” should conform to the building label or name on the building floor plan. The total number of units per unit type and totals for “Total # of Units” and “Total Sq Ft for Unit Type” should match the rent schedule and site plan. If additional building types are needed, they are available by un-hiding columns Q through AA, and rows 51 through 79.**

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

- Single Family Construction
- SRO Transitional (per §42(i)(3)(B))
- Duplex
- Scattered Site
- Fourplex
- > 4 Units Per Building
- Townhome

#### Development will have:

- X Fire Sprinklers
- X Elevators
- 1 # of Elevators
- 4500 Wt. Capacity

#### Number of Parking Spaces (consistent with Architectural Drawings):

- Free Paid
- Shed or Flat Roof Carport Spaces
- Detached Garage Spaces
- Attached Garage Spaces
- Uncovered Spaces
- Structured Parking Garage Spaces

#### Floor Composition/Wall Height:

- 100 % Carpet/Vinyl/Resilient Flooring
- 10 % Ceramic Tile
- 0 % Upper Floor(s) Ceiling Height (Townhome Only)
- 0 % Other
- Describe:

#### Supportive Housing Applicants Only

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

#### Net Rentable Square Footage from Rent Schedule

<table>
<thead>
<tr>
<th>Unit Type</th>
<th># of Bedrooms</th>
<th>Sq. Ft. Per Unit</th>
<th>Number of Stories</th>
<th>Number of Buildings</th>
<th>Building Label</th>
<th>Total # of Residential Buildings</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>768</td>
<td>8</td>
<td>8</td>
<td>Building A1</td>
<td>1</td>
<td>146</td>
<td>135,717</td>
</tr>
<tr>
<td>A2</td>
<td>1</td>
<td>736</td>
<td>8</td>
<td>30</td>
<td>Building A2</td>
<td>2</td>
<td>1,472</td>
<td></td>
</tr>
<tr>
<td>B1-HC</td>
<td>1</td>
<td>736</td>
<td>2</td>
<td>2</td>
<td>Building B1-HC</td>
<td>30</td>
<td>22,080</td>
<td></td>
</tr>
<tr>
<td>C1-HC</td>
<td>2</td>
<td>1,066</td>
<td>2</td>
<td>2</td>
<td>Building C1-HC</td>
<td>29</td>
<td>30,914</td>
<td></td>
</tr>
<tr>
<td>Totals</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>146</td>
<td>135,717</td>
<td></td>
</tr>
</tbody>
</table>
**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>146</td>
<td>5%</td>
<td>7.3</td>
<td>8</td>
<td>8</td>
</tr>
<tr>
<td>A1 and A2</td>
<td>40</td>
<td>5%</td>
<td>2</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>B1</td>
<td>75</td>
<td>5%</td>
<td>3.75</td>
<td>3.75</td>
<td>4</td>
</tr>
<tr>
<td>C1</td>
<td>31</td>
<td>5%</td>
<td>1.55</td>
<td>1.55</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>5%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>5%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>146</td>
<td>7.3</td>
<td>7.3</td>
<td>8</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; 100)</td>
<td>36</td>
<td>5%</td>
<td>1.8</td>
<td>1.8</td>
<td>2</td>
</tr>
<tr>
<td>3/2 (1120 sqft &amp; 11)</td>
<td>4</td>
<td>5%</td>
<td>0.2</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>D</td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>E</td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td></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.

By: [Signature]

Printed Name: [John Schrader]

Firm Name (If applicable): [JHP Architecture/Urban Design]

Date: [2/28/18]
Accessible Hearing/Visual Units Calculation

Include this worksheet in the Application (or a signed and certified worksheet provided by your accessibility professional that shows the calculations).

To the maximum extent feasible and subject to reasonable health and safety requirements, accessible units must be:
(1) Distributed throughout the Unit types AND the Development; and
(2) Made available in a sufficient range of sizes and amenities so that the choice of living arrangements of qualified persons with Disabilities is, as a whole, comparable to that of other persons eligible for housing assistance under the same program.

Multifamily Housing Developments covered by 10 TAC 10.101(b)(8)(A) must have a minimum of 5% of all units in the development set aside for the mobility impaired and an additional 2% must be set aside for the hearing and/or visually impaired.

**Hearing/Visual Calculated Units Required**

<table>
<thead>
<tr>
<th>Unit Description</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></td>
<td>146</td>
<td>2%</td>
<td>2.92</td>
<td>3</td>
<td>4</td>
</tr>
<tr>
<td>A1 and A2</td>
<td>40</td>
<td>2%</td>
<td>0.8</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>B1</td>
<td>75</td>
<td>2%</td>
<td>1.5</td>
<td>1.5</td>
<td>2</td>
</tr>
<tr>
<td>C1</td>
<td>31</td>
<td>2%</td>
<td>0.62</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td></td>
<td>146</td>
<td></td>
<td>2.92</td>
<td>3.5</td>
<td>4</td>
</tr>
</tbody>
</table>

*NOTE: If total is more than what is required, Applicant will select which to include under "Units Proposed"*

**EXAMPLE**

<table>
<thead>
<tr>
<th>Hearing/Visual</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required (Rounded)</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit Description</td>
<td>68</td>
<td>2%</td>
<td>1.36</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>1/1</td>
<td>28</td>
<td>2%</td>
<td>0.56</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>2/2</td>
<td>36</td>
<td>2%</td>
<td>0.72</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>3/3</td>
<td>4</td>
<td>2%</td>
<td>0.08</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>D</td>
<td></td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>E</td>
<td></td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td></td>
<td>68</td>
<td></td>
<td>1.36</td>
<td>3</td>
<td>2</td>
</tr>
</tbody>
</table>

*NOTE: Required is 2, but calculation yields 3. Applicant selected which Unit(s) to include under "Units Proposed"*

By signing below, I (WE) certify that the information above meets the requirements in Section 504 of the Rehabilitation Act of 1973 and implemented at 24 C.F.R. Part 8 as described in 10 TAC Chapter 1, Subchapter B. At least two percent (2%) of all dwelling units will be designed and built to be accessible for persons with hearing and/or visual impairment.

By: [Signature]

Date: 2/28/18

Printed Name: JOHN SCHRADE

Firm Name (If applicable): JHP ARCHITECTURE/ URBAN DESIGN
### Accessible Parking Calculation

Include this worksheet in the Application (or a signed and certified worksheet provided by your accessibility professional that shows the calculations).

Parking requirements based on:

There must be one accessible space per accessible Unit located on the closest route to the Unit (ADA).

When parking is provided for leasing office and amenities, use ADA Table 208.2 to calculate.
When calculating additional spaces needed, use whichever yields the larger number of spaces.
If you have different kinds of parking, e.g. lot, carport, and garages, each has to meet the standards individually.
If there is a separate amenity (e.g. a pavilion in the back corner of property) that provides non-accessible spaces, at least one space would need to be an accessible.

Use this chart to indicate number of parking spaces provided.
- enter the total number of parking spaces
- enter the parking type and the number of spaces in each, starting with the surface lot (*see the example)
- make sure the totals match!

<table>
<thead>
<tr>
<th>Total # of Spaces</th>
<th>Total # of Spaces</th>
<th>Percentage of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surface lot</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>234</td>
<td>0.666666667</td>
</tr>
</tbody>
</table>

EXAMPLE:

<table>
<thead>
<tr>
<th>Total # of Spaces</th>
<th>Total # of Spaces</th>
<th>Percentage of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surface lot</td>
<td>450</td>
<td>0.666666667</td>
</tr>
<tr>
<td>Carports</td>
<td>300</td>
<td>0.222222222</td>
</tr>
<tr>
<td>Garages</td>
<td>100</td>
<td>0.111111111</td>
</tr>
<tr>
<td>Facility 4</td>
<td>50</td>
<td>0</td>
</tr>
<tr>
<td>Facility 5</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>450</td>
<td>100</td>
</tr>
</tbody>
</table>

Use this chart to figure out accessible parking requirements.
- chart above must be completed first
- in C32, enter the total number of accessible spaces required
  (see Application Webinar, Part 3, from 0:00 - 1:00, 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>Distribution</th>
<th>Van Spaces</th>
</tr>
</thead>
<tbody>
<tr>
<td>Garage</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Carports</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Garages</td>
<td>0</td>
<td>0</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>0</td>
<td>7</td>
</tr>
</tbody>
</table>

EXAMPLE:

<table>
<thead>
<tr>
<th># Accessible Spaces</th>
<th>Distribution</th>
<th>Van Spaces</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surface lot</td>
<td>10.666666</td>
<td>2</td>
</tr>
<tr>
<td>Carports</td>
<td>3.5555556</td>
<td>1</td>
</tr>
<tr>
<td>Garages</td>
<td>1.7777778</td>
<td>1</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>16</td>
<td>1</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**

**Date**

Printed Name: **JOHN SCHRADER**

Firm Name (if applicable): **JHP ARCHITECTURE/URBAN DESIGN**
### 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>2</td>
<td>1</td>
<td>736</td>
<td>1,472</td>
<td>402</td>
<td>68</td>
<td>334</td>
<td>668</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TC 50%</td>
<td>7</td>
<td>1</td>
<td>736</td>
<td>5,152</td>
<td>670</td>
<td>68</td>
<td>602</td>
<td>4,214</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TC 50% CoH LH</td>
<td>3</td>
<td>1</td>
<td>736</td>
<td>2,208</td>
<td>670</td>
<td>68</td>
<td>602</td>
<td>1,806</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MR</td>
<td>13</td>
<td>1</td>
<td>736</td>
<td>9,568</td>
<td>670</td>
<td>68</td>
<td>904</td>
<td>11,752</td>
<td>3</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TC 30%</td>
<td>1</td>
<td>1</td>
<td>768</td>
<td>1,536</td>
<td>670</td>
<td>68</td>
<td>602</td>
<td>1,204</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TC 50% CoH LH</td>
<td>4</td>
<td>1</td>
<td>768</td>
<td>3,072</td>
<td>670</td>
<td>68</td>
<td>602</td>
<td>2,408</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MR</td>
<td>1</td>
<td>1</td>
<td>768</td>
<td>68</td>
<td>602</td>
<td>68</td>
<td>904</td>
<td>904</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TC 30%</td>
<td>4</td>
<td>2</td>
<td>973</td>
<td>3,892</td>
<td>483</td>
<td>85</td>
<td>398</td>
<td>1,592</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TC 50%</td>
<td>10</td>
<td>2</td>
<td>973</td>
<td>9,730</td>
<td>805</td>
<td>85</td>
<td>720</td>
<td>7,200</td>
<td>3</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TC 50% CoH LH</td>
<td>4</td>
<td>2</td>
<td>973</td>
<td>3,892</td>
<td>805</td>
<td>85</td>
<td>720</td>
<td>2,880</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TC 60%</td>
<td>23</td>
<td>2</td>
<td>973</td>
<td>22,379</td>
<td>966</td>
<td>85</td>
<td>881</td>
<td>20,263</td>
<td>8</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TC 60% CoH HH</td>
<td>5</td>
<td>2</td>
<td>973</td>
<td>4,865</td>
<td>966</td>
<td>85</td>
<td>881</td>
<td>4,405</td>
<td>8</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MR</td>
<td>29</td>
<td>2</td>
<td>973</td>
<td>28,217</td>
<td>966</td>
<td>85</td>
<td>1,066</td>
<td>30,914</td>
<td>12</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TC 30%</td>
<td>2</td>
<td>3</td>
<td>1066</td>
<td>2,132</td>
<td>558</td>
<td>104</td>
<td>454</td>
<td>908</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TC 50%</td>
<td>2</td>
<td>3</td>
<td>1066</td>
<td>2,132</td>
<td>930</td>
<td>104</td>
<td>826</td>
<td>1,652</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TC 50% CoH LH</td>
<td>4</td>
<td>3</td>
<td>1066</td>
<td>4,264</td>
<td>930</td>
<td>104</td>
<td>826</td>
<td>3,304</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TC 60%</td>
<td>10</td>
<td>3</td>
<td>1066</td>
<td>10,660</td>
<td>1,116</td>
<td>104</td>
<td>1,012</td>
<td>10,120</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MR</td>
<td>13</td>
<td>3</td>
<td>1066</td>
<td>13,858</td>
<td>1,216</td>
<td>15,808</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total**

- Non Rental Income: $20.00 per unit/month for: Laundry, Vending, Maintenance Charges 2,920
- Provision for Vacancy & Collection Loss: % of Potential Gross Income: 7.50% (9,781)
- Rental Concessions (enter as a negative number) Enter as a negative value
- Effective Gross Monthly Income: 120,627

- Effective Gross Annual Income: 1,447,529

If a revised form is submitted, date of submission: 312815.075
<table>
<thead>
<tr>
<th>HOUSING TAX CREDITS</th>
<th>% of LI</th>
<th>% of Total</th>
<th>Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>TC30%</td>
<td>10%</td>
<td>9</td>
<td></td>
</tr>
<tr>
<td>TC40%</td>
<td></td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>TC50%</td>
<td>40%</td>
<td>36</td>
<td></td>
</tr>
<tr>
<td>TC60%</td>
<td>50%</td>
<td>45</td>
<td></td>
</tr>
<tr>
<td>HTC LI Total</td>
<td></td>
<td>90</td>
<td></td>
</tr>
<tr>
<td>EO</td>
<td></td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>MR</td>
<td></td>
<td>56</td>
<td></td>
</tr>
<tr>
<td>MR Total</td>
<td></td>
<td>56</td>
<td></td>
</tr>
<tr>
<td>Total Units</td>
<td></td>
<td>146</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>NATIONAL HOUSING TRUST FUND</th>
<th>% of LI</th>
<th>% of Total</th>
<th>Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>HTF30%</td>
<td></td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>HTF40%</td>
<td></td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>HTF50%</td>
<td></td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>HTF60%</td>
<td></td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>HHT80%</td>
<td></td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>HTF LI Total</td>
<td></td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>MR</td>
<td></td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>MR Total</td>
<td></td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>HTF Total</td>
<td></td>
<td>0</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>MORTGAGE REVENUE BOND</th>
<th>% of LI</th>
<th>% of Total</th>
<th>Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>MRB30%</td>
<td></td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>MRB40%</td>
<td></td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>MRB50%</td>
<td></td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>MRB60%</td>
<td></td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>MRB LI Total</td>
<td></td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>MRBMR</td>
<td></td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>MRBMR Total</td>
<td></td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>MRB Total</td>
<td></td>
<td>0</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DIRECT LOAN</th>
<th>% of LI</th>
<th>% of Total</th>
<th>Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>Direct Loan LI Total</td>
<td></td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>EO</td>
<td></td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>MR</td>
<td></td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>MR Total</td>
<td></td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Direct Loan Total</td>
<td></td>
<td>0</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>OTHER</th>
<th>% of LI</th>
<th>% of Total</th>
<th>Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total OT Units</td>
<td></td>
<td>18</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>BEDROOMS</th>
<th>% of LI</th>
<th>% of Total</th>
<th>Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>40</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>75</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>31</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ACQUISITION + HARD</th>
<th>% of LI</th>
<th>% of Total</th>
<th>Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost Per Sq Ft</td>
<td>0</td>
<td>$115.61</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>HARD</th>
<th>Cost Per Sq Ft</th>
<th>% of LI</th>
<th>% of Total</th>
<th>Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost Per Sq Ft</td>
<td>$115.61</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>BUILDING</th>
<th>% of LI</th>
<th>% of Total</th>
<th>Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost Per Sq Ft</td>
<td>0</td>
<td>$77.98</td>
<td></td>
</tr>
</tbody>
</table>

Notice that the calculations shown are for illustrative purposes. Actual costs and impacts should be calculated according to the specific guidelines or codes in place. The figures provided are for the purpose of demonstrating calculation methods and do not reflect any actual data.
### Utility Allowances [§10.614]

Applicant must attach to this form as documentation to support the “Utility Allowance” estimate used in completing the Rent Schedule provided in the Application. Where the Applicant uses any method that requires Department review, such review must have been requested prior to submission of the Application. Please see 10 TAC §10.614. This exhibit must clearly indicate which utility costs are included in the estimate.

If tenants will be required to pay any other mandatory fees (e.g. renter’s insurance) please provide an estimate, description and documentation of those as well.

<table>
<thead>
<tr>
<th>Utility</th>
<th>Who Pays</th>
<th>Energy Source</th>
<th>0BR</th>
<th>1BR</th>
<th>2BR</th>
<th>3BR</th>
<th>4BR</th>
<th>Source of Utility Allowance &amp; Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Heating</td>
<td>Tenant</td>
<td>Electric</td>
<td>$7.00</td>
<td>$8.00</td>
<td>$10.00</td>
<td></td>
<td></td>
<td>Houston Housing Authority Utility</td>
</tr>
<tr>
<td>Cooking</td>
<td>Tenant</td>
<td>Electric</td>
<td>$4.00</td>
<td>$6.00</td>
<td>$8.00</td>
<td></td>
<td></td>
<td>Allowance Effective 12/1/17</td>
</tr>
<tr>
<td>Other Electric</td>
<td>Tenant</td>
<td>Electric</td>
<td>$16.00</td>
<td>$23.00</td>
<td>$29.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Air Conditioning</td>
<td>Tenant</td>
<td>Electric</td>
<td>$15.00</td>
<td>$20.00</td>
<td>$26.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water Heater</td>
<td>Tenant</td>
<td>Electric</td>
<td>$10.00</td>
<td>$12.00</td>
<td>$15.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water</td>
<td>Landlord</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sewer</td>
<td>Landlord</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Trash</td>
<td>Landlord</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Flat Fee</td>
<td>Tenant</td>
<td>Electric</td>
<td>$16.00</td>
<td>$16.00</td>
<td>$16.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Paid by Tenant</td>
<td></td>
<td></td>
<td>$-</td>
<td>$68.00</td>
<td>$85.00</td>
<td>$104</td>
<td>$-</td>
<td></td>
</tr>
</tbody>
</table>

Other (Describe)

If a revised form is submitted, date of submission: ___________________________
# Allowance for Tenant-Furnished Utilities and Other Services

**LOCALITY:**
HOUSTON, TX METROPOLITAN AREA

**UNIT TYPE:**
APARTMENTS (5 OR MORE UNITS PER BUILDING)

<table>
<thead>
<tr>
<th>Utility or Service</th>
<th>Monthly Dollar Allowances</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>0BR</td>
</tr>
<tr>
<td><strong>Heating</strong></td>
<td></td>
</tr>
<tr>
<td>a. Natural Gas</td>
<td>$7</td>
</tr>
<tr>
<td>b. Bottle Gas</td>
<td></td>
</tr>
<tr>
<td>c. Electric</td>
<td>$6</td>
</tr>
<tr>
<td>d. Coal/Other</td>
<td></td>
</tr>
<tr>
<td><strong>Cooking</strong></td>
<td></td>
</tr>
<tr>
<td>a. Natural Gas</td>
<td>$2</td>
</tr>
<tr>
<td>b. Bottle Gas</td>
<td></td>
</tr>
<tr>
<td>c. Electric</td>
<td>$4</td>
</tr>
<tr>
<td>d. Coal/Other</td>
<td></td>
</tr>
<tr>
<td><strong>Other Electric - Lighting - Base</strong></td>
<td>$14</td>
</tr>
<tr>
<td><strong>Air Conditioning</strong></td>
<td>$12</td>
</tr>
<tr>
<td><strong>Water Heating</strong></td>
<td></td>
</tr>
<tr>
<td>a. Natural Gas</td>
<td>$4</td>
</tr>
<tr>
<td>b. Bottle Gas</td>
<td></td>
</tr>
<tr>
<td>c. Electric</td>
<td>$8</td>
</tr>
<tr>
<td>d. Coal/Other</td>
<td></td>
</tr>
<tr>
<td><strong>Water</strong></td>
<td>$21</td>
</tr>
<tr>
<td><strong>Sewer</strong></td>
<td>$31</td>
</tr>
<tr>
<td><strong>Trash Collection</strong></td>
<td></td>
</tr>
<tr>
<td>Range/Microwave (if tenant supplies)</td>
<td>$12</td>
</tr>
<tr>
<td>Refrigerator (if tenant supplies)</td>
<td>$13</td>
</tr>
<tr>
<td><strong>Other - Monthly Electric Fee</strong></td>
<td>$16</td>
</tr>
<tr>
<td><strong>Other - Monthly Gas Fee</strong></td>
<td>$16</td>
</tr>
</tbody>
</table>

**Actual Family Allowances**
To be used by the family to compute allowance.
Complete Below for the actual unit rented.

Name of Family

Address of Unit

Smaller of bedroom or voucher

**Effective Date**
12/1/2017

Previous editions are obsolete
Page 1 of 1

form HUD-52667(12/97)
ref. Handbook 7420.8
### ANNUAL OPERATING EXPENSES

#### General & Administrative Expenses

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounting</td>
<td>$15,000</td>
</tr>
<tr>
<td>Advertising</td>
<td>$8,000</td>
</tr>
<tr>
<td>Legal fees</td>
<td>$7,500</td>
</tr>
<tr>
<td>Leased equipment</td>
<td>$3,500</td>
</tr>
<tr>
<td>Postage &amp; office supplies</td>
<td>$7,500</td>
</tr>
<tr>
<td>Telephone</td>
<td>$6,000</td>
</tr>
<tr>
<td>Other Contract Services, Membership Fees</td>
<td>$2,000</td>
</tr>
<tr>
<td>Other</td>
<td>$</td>
</tr>
<tr>
<td><strong>Total General &amp; Administrative Expenses:</strong></td>
<td><strong>$49,500</strong></td>
</tr>
</tbody>
</table>

#### Management Fee

<table>
<thead>
<tr>
<th>Management Fee:</th>
<th>Percent of Effective Gross Income:</th>
<th>5.00%</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>$72,376</td>
</tr>
</tbody>
</table>

#### Payroll, Payroll Tax & Employee Benefits

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Management</td>
<td>$90,000</td>
</tr>
<tr>
<td>Maintenance</td>
<td>$50,000</td>
</tr>
<tr>
<td>Other Benefits</td>
<td>$20,000</td>
</tr>
<tr>
<td>Other</td>
<td>$</td>
</tr>
<tr>
<td><strong>Total Payroll, Payroll Tax &amp; Employee Benefits:</strong></td>
<td><strong>$160,000</strong></td>
</tr>
</tbody>
</table>

#### Repairs & Maintenance

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elevator</td>
<td>$10,000</td>
</tr>
<tr>
<td>Exterminating</td>
<td>$8,000</td>
</tr>
<tr>
<td>Grounds</td>
<td>$8,000</td>
</tr>
<tr>
<td>Make-ready</td>
<td>$15,000</td>
</tr>
<tr>
<td>Repairs</td>
<td>$20,000</td>
</tr>
<tr>
<td>Pool</td>
<td>$7,500</td>
</tr>
<tr>
<td>Other</td>
<td>$</td>
</tr>
<tr>
<td><strong>Total Repairs &amp; Maintenance:</strong></td>
<td><strong>$68,500</strong></td>
</tr>
</tbody>
</table>

#### Utilities (Enter Only Property Paid Expense)

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electric</td>
<td>$45,000</td>
</tr>
<tr>
<td>Natural gas</td>
<td>$</td>
</tr>
<tr>
<td>Trash</td>
<td>$</td>
</tr>
<tr>
<td>Water/Sewer</td>
<td>$</td>
</tr>
<tr>
<td>Other</td>
<td>$</td>
</tr>
<tr>
<td><strong>Total Utilities:</strong></td>
<td>$125,000</td>
</tr>
</tbody>
</table>

#### Property Taxes

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Published Capitalization Rate:</td>
<td>Source:</td>
</tr>
<tr>
<td>Annual Property Taxes</td>
<td>$168,531</td>
</tr>
<tr>
<td>Payments in Lieu of Taxes</td>
<td>$</td>
</tr>
<tr>
<td><strong>Total Property Taxes:</strong></td>
<td>$168,531</td>
</tr>
</tbody>
</table>

#### Reserve for Replacements

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reserve for Replacements</td>
<td>$300</td>
</tr>
<tr>
<td><strong>Annual reserves per unit:</strong></td>
<td>$43,800</td>
</tr>
</tbody>
</table>

#### Other Expenses

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cable TV</td>
<td>$</td>
</tr>
<tr>
<td>Supportive Services (Staffing/Contracted Services)</td>
<td>$8,000</td>
</tr>
<tr>
<td>TDHCA Compliance fees</td>
<td>$3,600</td>
</tr>
<tr>
<td>TDHCA Bond Administration Fees (TDHCA as Bond Issuer Only)</td>
<td>$</td>
</tr>
<tr>
<td>Security</td>
<td>$7,500</td>
</tr>
<tr>
<td>Other</td>
<td>$</td>
</tr>
<tr>
<td><strong>Total Other Expenses:</strong></td>
<td>$19,100</td>
</tr>
</tbody>
</table>

#### TOTAL ANNUAL EXPENSES

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TOTAL ANNUAL EXPENSES:</strong></td>
<td>Expense per unit: $5345</td>
</tr>
<tr>
<td></td>
<td>$780,436</td>
</tr>
<tr>
<td></td>
<td>Expense to Income Ratio: <strong>53.92%</strong></td>
</tr>
</tbody>
</table>

#### NET OPERATING INCOME (before debt service)

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Davis Penn</strong></td>
<td>$539,610</td>
</tr>
<tr>
<td><strong>MIP</strong></td>
<td>$35,140</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$574,750</td>
</tr>
<tr>
<td><strong>Debt Coverage Ratio:</strong></td>
<td>1.16</td>
</tr>
</tbody>
</table>

#### TOTAL ANNUAL DEBT SERVICE

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Davis Penn</strong></td>
<td>$539,610</td>
</tr>
<tr>
<td><strong>MIP</strong></td>
<td>$35,140</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$574,750</td>
</tr>
<tr>
<td><strong>Debt Coverage Ratio:</strong></td>
<td>1.16</td>
</tr>
</tbody>
</table>

#### NET CASH FLOW

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total</strong></td>
<td>$92,343</td>
</tr>
</tbody>
</table>

If a revised form is submitted, date of submission: [blank]
### 15 Year Rental Housing Operating Pro Forma (All Programs)

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

<table>
<thead>
<tr>
<th>Year</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><strong>POTENTIAL GROSS ANNUAL RENTAL INCOME</strong></td>
<td>$1,529,856</td>
<td>$1,560,453</td>
<td>$1,591,662</td>
<td>$1,623,495</td>
<td>$1,655,965</td>
<td>$1,828,320</td>
<td>$2,018,613</td>
</tr>
<tr>
<td><strong>Secondary Income</strong></td>
<td>$35,040</td>
<td>$35,741</td>
<td>$36,456</td>
<td>$37,185</td>
<td>$37,928</td>
<td>$41,876</td>
<td>$46,235</td>
</tr>
<tr>
<td><strong>POTENTIAL GROSS ANNUAL INCOME</strong></td>
<td>$1,564,896</td>
<td>$1,596,194</td>
<td>$1,628,118</td>
<td>$1,660,680</td>
<td>$1,693,894</td>
<td>$1,828,320</td>
<td>$2,018,613</td>
</tr>
<tr>
<td><strong>Provision for Vacancy &amp; Collection Loss</strong></td>
<td>($117,367)</td>
<td>($119,715)</td>
<td>($122,109)</td>
<td>($124,551)</td>
<td>($127,042)</td>
<td>($140,265)</td>
<td>($154,864)</td>
</tr>
<tr>
<td><strong>Rental Concessions</strong></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><strong>EFFECTIVE GROSS ANNUAL INCOME</strong></td>
<td>$1,447,529</td>
<td>$1,476,479</td>
<td>$1,506,009</td>
<td>$1,536,129</td>
<td>$1,566,852</td>
<td>$1,729,931</td>
<td>$1,909,984</td>
</tr>
<tr>
<td><strong>EXPENSES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>General &amp; Administrative Expenses</strong></td>
<td>$49,500</td>
<td>$50,985</td>
<td>$52,515</td>
<td>$54,090</td>
<td>$55,713</td>
<td>$64,586</td>
<td>$74,873</td>
</tr>
<tr>
<td><strong>Management Fee</strong></td>
<td>$72,376</td>
<td>$73,824</td>
<td>$75,300</td>
<td>$76,806</td>
<td>$78,343</td>
<td>$86,749</td>
<td>$95,499</td>
</tr>
<tr>
<td><strong>Payroll, Payroll Tax &amp; Employee Benefits</strong></td>
<td>$160,000</td>
<td>$164,800</td>
<td>$169,744</td>
<td>$174,836</td>
<td>$180,081</td>
<td>$208,764</td>
<td>$242,014</td>
</tr>
<tr>
<td><strong>Repairs &amp; Maintenance</strong></td>
<td>$68,500</td>
<td>$70,555</td>
<td>$72,672</td>
<td>$74,852</td>
<td>$77,097</td>
<td>$89,377</td>
<td>$103,612</td>
</tr>
<tr>
<td><strong>Electric &amp; Gas Utilities</strong></td>
<td>$45,000</td>
<td>$46,350</td>
<td>$47,741</td>
<td>$49,173</td>
<td>$50,648</td>
<td>$58,715</td>
<td>$68,067</td>
</tr>
<tr>
<td><strong>Water, Sewer &amp; Trash Utilities</strong></td>
<td>$80,000</td>
<td>$82,400</td>
<td>$84,872</td>
<td>$87,418</td>
<td>$90,041</td>
<td>$104,382</td>
<td>$121,007</td>
</tr>
<tr>
<td><strong>Annual Property Insurance Premiums</strong></td>
<td>$73,629</td>
<td>$75,838</td>
<td>$78,113</td>
<td>$80,456</td>
<td>$82,870</td>
<td>$96,069</td>
<td>$111,370</td>
</tr>
<tr>
<td><strong>Property Tax</strong></td>
<td>$168,531</td>
<td>$173,587</td>
<td>$178,795</td>
<td>$184,158</td>
<td>$189,683</td>
<td>$219,895</td>
<td>$254,918</td>
</tr>
<tr>
<td><strong>Reserve for Replacements</strong></td>
<td>$43,800</td>
<td>$45,114</td>
<td>$46,467</td>
<td>$47,861</td>
<td>$49,297</td>
<td>$57,149</td>
<td>$66,251</td>
</tr>
<tr>
<td><strong>Other Expenses</strong></td>
<td>$19,100</td>
<td>$19,673</td>
<td>$20,263</td>
<td>$20,871</td>
<td>$21,497</td>
<td>$24,921</td>
<td>$28,890</td>
</tr>
<tr>
<td><strong>TOTAL ANNUAL EXPENSES</strong></td>
<td>$780,436</td>
<td>$803,126</td>
<td>$826,481</td>
<td>$850,523</td>
<td>$875,270</td>
<td>$1,010,354</td>
<td>$1,166,503</td>
</tr>
<tr>
<td><strong>NET OPERATING INCOME</strong></td>
<td>$667,092</td>
<td>$673,354</td>
<td>$679,528</td>
<td>$685,906</td>
<td>$691,581</td>
<td>$719,577</td>
<td>$743,480</td>
</tr>
<tr>
<td><strong>DEBT SERVICE</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>First Deed of Trust Annual Loan Payment</strong></td>
<td>$539,610</td>
<td>$539,610</td>
<td>$539,610</td>
<td>$539,610</td>
<td>$539,610</td>
<td>$539,610</td>
<td>$539,610</td>
</tr>
<tr>
<td><strong>Second Deed of Trust Annual Loan Payment</strong></td>
<td>$35,140</td>
<td>$34,826</td>
<td>$34,497</td>
<td>$34,154</td>
<td>$33,795</td>
<td>$31,744</td>
<td>$29,187</td>
</tr>
<tr>
<td><strong>Third Deed of Trust Annual Loan Payment</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>ANNUAL NET CASH FLOW</strong></td>
<td>$92,343</td>
<td>$98,918</td>
<td>$105,421</td>
<td>$111,843</td>
<td>$118,177</td>
<td>$148,223</td>
<td>$174,683</td>
</tr>
<tr>
<td><strong>CUMULATIVE NET CASH FLOW</strong></td>
<td>$92,343</td>
<td>$191,260</td>
<td>$296,681</td>
<td>$408,524</td>
<td>$526,701</td>
<td>$1,192,699</td>
<td>$1,999,965</td>
</tr>
<tr>
<td><strong>Debt Coverage Ratio</strong></td>
<td>1.16</td>
<td>1.17</td>
<td>1.18</td>
<td>1.19</td>
<td>1.21</td>
<td>1.26</td>
<td>1.31</td>
</tr>
<tr>
<td><strong>Other (Describe)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Other (Describe)</strong></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**

---

**Phone:**

---

**Email:**

---

**Date**

---

**Signature, Authorized Representative, Syndicator**

---

**Printed Name**

---

**Date**

---

If a revised form is submitted, date of submission:
# 15 Year Rental Housing Operating Pro Forma (All Programs)

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

### Income

<table>
<thead>
<tr>
<th>Year</th>
<th>Potential Gross Annual Rental Income</th>
<th>Secondary Income</th>
<th>Provision for Vacancy &amp; Collection Loss</th>
<th>Effective Gross Annual Income</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$1,529,856</td>
<td>$35,040</td>
<td>$(117,367)</td>
<td>$1,447,529</td>
</tr>
<tr>
<td>2</td>
<td>$1,560,453</td>
<td>$35,741</td>
<td>$(119,715)</td>
<td>$1,476,479</td>
</tr>
<tr>
<td>3</td>
<td>$1,591,662</td>
<td>$36,456</td>
<td>$(122,109)</td>
<td>$1,506,009</td>
</tr>
<tr>
<td>4</td>
<td>$1,623,495</td>
<td>$37,185</td>
<td>$(124,551)</td>
<td>$1,536,129</td>
</tr>
<tr>
<td>5</td>
<td>$1,655,965</td>
<td>$37,928</td>
<td>$(127,042)</td>
<td>$1,566,852</td>
</tr>
<tr>
<td>6</td>
<td>$1,828,320</td>
<td>$41,876</td>
<td>$(140,265)</td>
<td>$1,729,931</td>
</tr>
<tr>
<td>7</td>
<td>$2,018,613</td>
<td>$46,235</td>
<td>$(154,864)</td>
<td>$1,909,984</td>
</tr>
</tbody>
</table>

### Expenses

<table>
<thead>
<tr>
<th>Expense Category</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
<th>Year 6</th>
<th>Year 7</th>
<th>Year 8</th>
<th>Year 9</th>
<th>Year 10</th>
<th>Year 11</th>
<th>Year 12</th>
</tr>
</thead>
<tbody>
<tr>
<td>General &amp; Administrative Expenses</td>
<td>$49,500</td>
<td>$50,985</td>
<td>$52,515</td>
<td>$54,090</td>
<td>$55,713</td>
<td>$64,586</td>
<td>$74,873</td>
<td>$86,497</td>
<td>$95,499</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Management Fee</td>
<td>$72,376</td>
<td>$73,824</td>
<td>$75,300</td>
<td>$76,806</td>
<td>$78,343</td>
<td>$86,497</td>
<td>$95,499</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$160,000</td>
<td>$164,800</td>
<td>$169,744</td>
<td>$174,836</td>
<td>$180,081</td>
<td>$198,764</td>
<td>$219,951</td>
<td>$241,042</td>
<td>$262,134</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Repairs &amp; Maintenance</td>
<td>$68,500</td>
<td>$70,555</td>
<td>$72,672</td>
<td>$74,852</td>
<td>$77,097</td>
<td>$89,376</td>
<td>$103,612</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$45,000</td>
<td>$46,350</td>
<td>$47,741</td>
<td>$49,173</td>
<td>$50,648</td>
<td>$58,715</td>
<td>$68,067</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$80,000</td>
<td>$82,400</td>
<td>$84,872</td>
<td>$87,418</td>
<td>$90,041</td>
<td>$104,382</td>
<td>$121,007</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Annual Property Insurance Premiums</td>
<td>$73,629</td>
<td>$75,838</td>
<td>$78,113</td>
<td>$80,456</td>
<td>$82,870</td>
<td>$96,069</td>
<td>$111,370</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Property Tax</td>
<td>$168,531</td>
<td>$173,587</td>
<td>$178,795</td>
<td>$184,158</td>
<td>$189,683</td>
<td>$219,895</td>
<td>$254,918</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reserve for Replacements</td>
<td>$43,800</td>
<td>$45,114</td>
<td>$46,467</td>
<td>$47,861</td>
<td>$49,297</td>
<td>$57,149</td>
<td>$66,251</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Expenses</td>
<td>$19,100</td>
<td>$19,673</td>
<td>$20,263</td>
<td>$20,871</td>
<td>$21,497</td>
<td>$24,921</td>
<td>$28,890</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL ANNUAL EXPENSES</td>
<td>$780,436</td>
<td>$803,126</td>
<td>$826,481</td>
<td>$850,523</td>
<td>$875,270</td>
<td>$1,010,354</td>
<td>$1,166,503</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Net Operating Income

<table>
<thead>
<tr>
<th>Year</th>
<th>Net Operating Income</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$667,092</td>
</tr>
<tr>
<td>2</td>
<td>$673,354</td>
</tr>
<tr>
<td>3</td>
<td>$679,528</td>
</tr>
<tr>
<td>4</td>
<td>$685,606</td>
</tr>
<tr>
<td>5</td>
<td>$691,581</td>
</tr>
<tr>
<td>6</td>
<td>$697,561</td>
</tr>
<tr>
<td>7</td>
<td>$703,544</td>
</tr>
</tbody>
</table>

### Debt Service

<table>
<thead>
<tr>
<th>Year</th>
<th>First Deed of Trust Annual Loan Payment</th>
<th>Second Deed of Trust Annual Loan Payment</th>
<th>Third Deed of Trust Annual Loan Payment</th>
<th>Other Annual Required Payment</th>
<th>Total Net Cash Flow</th>
<th>Cumulative Net Cash Flow</th>
<th>Debt Coverage Ratio</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$539,610</td>
<td>$35,140</td>
<td>$31,490</td>
<td>$23,921</td>
<td>$92,343</td>
<td>$164,686</td>
<td>1.16</td>
</tr>
<tr>
<td>2</td>
<td>$539,610</td>
<td>$34,826</td>
<td>$31,141</td>
<td>$23,840</td>
<td>$92,986</td>
<td>$167,632</td>
<td>1.17</td>
</tr>
<tr>
<td>3</td>
<td>$539,610</td>
<td>$34,500</td>
<td>$30,886</td>
<td>$23,760</td>
<td>$93,326</td>
<td>$168,958</td>
<td>1.18</td>
</tr>
<tr>
<td>4</td>
<td>$539,610</td>
<td>$34,176</td>
<td>$30,630</td>
<td>$23,680</td>
<td>$93,666</td>
<td>$170,324</td>
<td>1.19</td>
</tr>
<tr>
<td>5</td>
<td>$539,610</td>
<td>$33,852</td>
<td>$30,380</td>
<td>$23,600</td>
<td>$93,992</td>
<td>$171,686</td>
<td>1.20</td>
</tr>
<tr>
<td>6</td>
<td>$539,610</td>
<td>$33,528</td>
<td>$30,132</td>
<td>$23,520</td>
<td>$94,318</td>
<td>$173,034</td>
<td>1.21</td>
</tr>
<tr>
<td>7</td>
<td>$539,610</td>
<td>$33,204</td>
<td>$29,888</td>
<td>$23,440</td>
<td>$94,640</td>
<td>$174,380</td>
<td>1.22</td>
</tr>
</tbody>
</table>

### Debt Coverage Ratio

<table>
<thead>
<tr>
<th>Year</th>
<th>Debt Coverage Ratio</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1.16</td>
</tr>
<tr>
<td>2</td>
<td>1.17</td>
</tr>
<tr>
<td>3</td>
<td>1.18</td>
</tr>
<tr>
<td>4</td>
<td>1.19</td>
</tr>
<tr>
<td>5</td>
<td>1.21</td>
</tr>
<tr>
<td>6</td>
<td>1.22</td>
</tr>
<tr>
<td>7</td>
<td>1.23</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 §ll.9(e)(1) relating to Financial Feasibility)

Signature, Authorized Representative, Construction or Permanent Under

Signature, Authorized Representative, Syndicator

Printed Name: _______________

Phone: _______________

Email: _______________

Date: _______________

If a revised form is submitted, date of submission: _______________
15 Year Rental Housing Operating Pro Forma (All Programs)

The proforma 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>$1,529,858</td>
<td>$1,560,453</td>
<td>$1,591,662</td>
<td>$1,623,495</td>
<td>$1,655,965</td>
<td>$1,682,320</td>
<td>$2,018,613</td>
</tr>
<tr>
<td>Secondary Income</td>
<td>$35,040</td>
<td>$35,741</td>
<td>$36,456</td>
<td>$37,185</td>
<td>$37,928</td>
<td>$41,876</td>
<td>$46,235</td>
</tr>
<tr>
<td>Potential Gross Annual Income</td>
<td>$1,564,896</td>
<td>$1,596,194</td>
<td>$1,628,118</td>
<td>$1,660,680</td>
<td>$1,693,894</td>
<td>$1,730,196</td>
<td>$2,064,847</td>
</tr>
<tr>
<td>Rental Concessions</td>
<td>$0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Effective Gross Annual Income</td>
<td>$1,477,529</td>
<td>$1,476,479</td>
<td>$1,506,009</td>
<td>$1,536,129</td>
<td>$1,566,852</td>
<td>$1,729,931</td>
<td>$1,909,984</td>
</tr>
<tr>
<td><strong>EXPENSES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General &amp; Administrative Expenses</td>
<td>$49,500</td>
<td>$50,985</td>
<td>$52,515</td>
<td>$54,090</td>
<td>$55,713</td>
<td>$64,586</td>
<td>$74,872</td>
</tr>
<tr>
<td>Management Fee</td>
<td>$72,376</td>
<td>$73,824</td>
<td>$75,300</td>
<td>$76,806</td>
<td>$78,343</td>
<td>$86,947</td>
<td>$95,498</td>
</tr>
<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$160,000</td>
<td>$164,800</td>
<td>$169,744</td>
<td>$174,836</td>
<td>$180,081</td>
<td>$198,764</td>
<td>$242,014</td>
</tr>
<tr>
<td>Repairs &amp; Maintenance</td>
<td>$68,500</td>
<td>$70,555</td>
<td>$72,672</td>
<td>$74,852</td>
<td>$77,097</td>
<td>$82,377</td>
<td>$103,612</td>
</tr>
<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$45,000</td>
<td>$46,350</td>
<td>$47,741</td>
<td>$49,173</td>
<td>$50,648</td>
<td>$58,715</td>
<td>$68,067</td>
</tr>
<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$80,000</td>
<td>$82,400</td>
<td>$84,872</td>
<td>$87,418</td>
<td>$90,041</td>
<td>$104,382</td>
<td>$121,007</td>
</tr>
<tr>
<td>Annual Property Insurance Premiums</td>
<td>$73,629</td>
<td>$75,838</td>
<td>$78,113</td>
<td>$80,456</td>
<td>$82,870</td>
<td>$96,069</td>
<td>$111,370</td>
</tr>
<tr>
<td>Property Tax</td>
<td>$168,531</td>
<td>$173,587</td>
<td>$178,795</td>
<td>$184,158</td>
<td>$189,683</td>
<td>$219,895</td>
<td>$254,918</td>
</tr>
<tr>
<td>Reserve for Replacements</td>
<td>$43,800</td>
<td>$45,114</td>
<td>$46,467</td>
<td>$47,861</td>
<td>$49,297</td>
<td>$57,149</td>
<td>$66,251</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>$19,100</td>
<td>$19,673</td>
<td>$20,263</td>
<td>$20,871</td>
<td>$21,497</td>
<td>$24,921</td>
<td>$28,890</td>
</tr>
<tr>
<td><strong>TOTAL ANNUAL EXPENSES</strong></td>
<td>$780,436</td>
<td>$803,126</td>
<td>$826,481</td>
<td>$850,523</td>
<td>$875,270</td>
<td>$1,010,354</td>
<td>$1,166,503</td>
</tr>
<tr>
<td><strong>NET OPERATING INCOME</strong></td>
<td>$667,092</td>
<td>$673,354</td>
<td>$679,528</td>
<td>$685,606</td>
<td>$691,581</td>
<td>$719,577</td>
<td>$743,480</td>
</tr>
<tr>
<td><strong>DEBT SERVICE</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>First Deed of Trust Annual Loan Payment</td>
<td>$539,610</td>
<td>$539,610</td>
<td>$539,610</td>
<td>$539,610</td>
<td>$539,610</td>
<td>$539,610</td>
<td>$539,610</td>
</tr>
<tr>
<td>Second Deed of Trust Annual Loan Payment</td>
<td>$35,140</td>
<td>$34,826</td>
<td>$34,497</td>
<td>$34,154</td>
<td>$33,795</td>
<td>$31,744</td>
<td>$29,187</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><strong>ANNUAL NET CASH FLOW</strong></td>
<td>$92,343</td>
<td>$98,918</td>
<td>$105,421</td>
<td>$111,943</td>
<td>$118,377</td>
<td>$148,223</td>
<td>$174,683</td>
</tr>
<tr>
<td><strong>CUMULATIVE NET CASH FLOW</strong></td>
<td>$92,343</td>
<td>$191,260</td>
<td>$296,681</td>
<td>$408,524</td>
<td>$526,701</td>
<td>$1,152,698</td>
<td>$1,199,965</td>
</tr>
<tr>
<td>Debt Coverage Ratio</td>
<td>1.16</td>
<td>1.17</td>
<td>1.18</td>
<td>1.19</td>
<td>1.21</td>
<td>1.26</td>
<td>1.31</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

Phone: 281-481-2400
Email: rayl@jdaipension.com

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>A. Activity</th>
<th>B. Labor or Unit Price</th>
<th>C. Materials or # of Units</th>
<th>D. Total Construction Costs</th>
<th>E. Acquisition Costs</th>
<th>F. Engineering / Architectural Costs</th>
<th>G. Total Activity Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>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>$</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td>$</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td>$</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lines 35-37 Hidden</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

Signature of Registered Engineer responsible for Budget Justification

John H. English

Printed Name

Seal

Date

If a revised form is submitted, date of submission:
### Site Work Cost Breakdown

*This form must be submitted with the Development Cost Schedule as justification of Site Work costs.*

**Column A:** The Site Work activity reflected here must match the Site Work activity reflected in the Development Cost Schedule.

**Columns B and C:** In determining actual construction cost, two different methods may be used:

- The construction costs may be broken into labor (Column B) and materials (Column C) for the activity; **OR**
- The use of unit price (Column B) and the number of units (Column C) data for the activity.

**Column D:** To arrive at total construction costs in Column D:

- If based on labor and materials, add Column B and Column C together to arrive at total construction costs.
- If based on unit price measures, Column B is multiplied by Column C to arrive at total construction costs.

**Column E:** Any proposed activity involving the acquisition of real property, easements, rights-of-way, etc., must have the projected costs of this acquisition for the activity.

**Column F:** Engineering/architectural costs must be broken out by the Site Work activity.

**Column G:** Figures for Column G, Total Activity Cost, are obtained by adding together Columns D, E, and F to get the total costs.

---

**This form must be completed by a Third-Party engineer licensed to practice in the State of Texas. His or her signature and registration seal must be on the form.**

For Site Work costs that exceed $15,000 per Unit and are included in Eligible Basis, a CPA letter allocating which portions of those site costs should be included in Eligible Basis and which ones may be ineligible must be submitted behind this tab.

<table>
<thead>
<tr>
<th>A. Activity</th>
<th>B. Labor or Unit Price</th>
<th>C. Materials or # of Units</th>
<th>D. Total Construction Costs</th>
<th>E. Acquisition Costs</th>
<th>F. Engineering / Architectural Costs</th>
<th>G. Total Activity Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rough grading</td>
<td>$</td>
<td>438,000</td>
<td>102,200</td>
<td>81,760</td>
<td>448,800</td>
<td>554,800</td>
</tr>
<tr>
<td>On-site concrete</td>
<td>$</td>
<td>438,000</td>
<td>102,200</td>
<td>81,760</td>
<td>448,800</td>
<td>554,800</td>
</tr>
<tr>
<td>On-site electrical</td>
<td>$</td>
<td>438,000</td>
<td>102,200</td>
<td>81,760</td>
<td>448,800</td>
<td>554,800</td>
</tr>
<tr>
<td>On-site paving</td>
<td>$</td>
<td>438,000</td>
<td>102,200</td>
<td>81,760</td>
<td>448,800</td>
<td>554,800</td>
</tr>
<tr>
<td>On-site utilities</td>
<td>$</td>
<td>438,000</td>
<td>102,200</td>
<td>81,760</td>
<td>448,800</td>
<td>554,800</td>
</tr>
<tr>
<td>Bumper stops, striping &amp; signs</td>
<td>$</td>
<td>438,000</td>
<td>102,200</td>
<td>81,760</td>
<td>448,800</td>
<td>554,800</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$</td>
<td>1,645,780</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---

**Signature of Registered Engineer:** [Signature]

**Printed Name:** Dinesh Engineer, P.E.

**Seal:** [Seal]

**Date:** 2/28/18

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

**REKHA ENGINEERING, INC.**
5301 HOLLISTER NO. 190
HOUSTON, TEXAS 77040
# 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:

<table>
<thead>
<tr>
<th>TOTAL DEVELOPMENT SUMMARY</th>
<th></th>
<th>Per contracts</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Cost</td>
<td>Eligible Basis (If Applicable)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Acquisition</td>
<td>New/Rehab.</td>
</tr>
<tr>
<td><strong>ACQUISITION</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Site acquisition cost</td>
<td>$2,558,035</td>
<td>0</td>
</tr>
<tr>
<td>Existing building acquisition cost</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Closing costs &amp; acq. legal fees</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>
<tr>
<td><strong>Subtotal Acquisition Cost</strong></td>
<td>$2,558,035</td>
<td>$0</td>
</tr>
<tr>
<td><strong>OFF-SITES</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Off-site concrete</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Storm drains &amp; devices</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water &amp; fire hydrants</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Off-site utilities</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sewer lateral(s)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Off-site paving</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Off-site electrical</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Off-Sites Cost</strong></td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td><strong>SITE WORK</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Demolition</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Asbestos Abatement (Demolition Only)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Detention</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rough grading</td>
<td>$438,000</td>
<td>$438,000</td>
</tr>
<tr>
<td>Fine grading</td>
<td></td>
<td></td>
</tr>
<tr>
<td>On-site concrete</td>
<td>$102,200</td>
<td>$102,200</td>
</tr>
<tr>
<td>On-site electrical</td>
<td>$81,760</td>
<td>$81,760</td>
</tr>
<tr>
<td>On-site paving</td>
<td>$448,800</td>
<td>$448,800</td>
</tr>
<tr>
<td>On-site utilities</td>
<td>$554,800</td>
<td>$554,800</td>
</tr>
<tr>
<td>Decorative masonry</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bumper stops, striping &amp; signs</td>
<td>$20,220</td>
<td>$20,220</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Site Work Cost</strong></td>
<td>$1,645,780</td>
<td>$0</td>
</tr>
<tr>
<td><strong>SITE AMENITIES</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Landscaping</td>
<td>$248,200</td>
<td>$248,200</td>
</tr>
<tr>
<td>Pool and decking</td>
<td>$131,400</td>
<td>$131,400</td>
</tr>
<tr>
<td>Athletic court(s), playground(s)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fencing</td>
<td>$160,600</td>
<td>$160,600</td>
</tr>
<tr>
<td>PLEASE SPECIFY - see footnote 1</td>
<td>$94,900</td>
<td>$94,900</td>
</tr>
<tr>
<td><strong>Subtotal Site Amenities Cost</strong></td>
<td>$635,100</td>
<td>$0</td>
</tr>
</tbody>
</table>
# Building Costs

<table>
<thead>
<tr>
<th>Item</th>
<th>Before 11.9(e)(2)</th>
<th>Before 11.9(e)(2)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Concrete</td>
<td>313,900</td>
<td>313,900</td>
</tr>
<tr>
<td>Masonry</td>
<td>936,600</td>
<td>936,600</td>
</tr>
<tr>
<td>Metals</td>
<td>178,120</td>
<td>178,120</td>
</tr>
<tr>
<td>Woods and Plastics</td>
<td>3,532,500</td>
<td>3,532,500</td>
</tr>
<tr>
<td>Thermal and Moisture Protection</td>
<td>255,500</td>
<td>255,500</td>
</tr>
<tr>
<td>Roof Covering</td>
<td>146,000</td>
<td>146,000</td>
</tr>
<tr>
<td>Doors and Windows</td>
<td>609,550</td>
<td>609,550</td>
</tr>
<tr>
<td>Finishes</td>
<td>1,102,300</td>
<td>1,102,300</td>
</tr>
<tr>
<td>Specialties</td>
<td>313,900</td>
<td>313,900</td>
</tr>
<tr>
<td>Equipment</td>
<td>350,400</td>
<td>350,400</td>
</tr>
<tr>
<td>Furnishings</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Special Construction</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Conveying Systems (Elevators)</td>
<td>240,900</td>
<td>240,900</td>
</tr>
<tr>
<td>Mechanical (HVAC, Plumbing)</td>
<td>1,399,400</td>
<td>1,399,400</td>
</tr>
<tr>
<td>Electrical</td>
<td></td>
<td></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>3,025,000</td>
<td>181,500</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:**

- General requirements (<6%)
- Field supervision (within GR limit)
- Contractor overhead (<2%)
- G & A Field (within overhead limit)
- Contractor profit (<6%)

**Subtotal Building Costs Before 11.9(e)(2)**

|                        | $13,426,070 | $0 | $10,582,570 |

**Voluntary Eligible Building Costs (After 11.9(e)(2))**

Enter amount to be used to achieve desired score:

- $77.98 psf
- $10,582,570

**TOTAL BUILDING COSTS & SITE WORK (including site amenities)**

|                        | $15,706,950 | $0 | $12,863,450 |

**CONTINGENCY**

|                        | 7.00%       | $1,099,486 | $900,441    |

**TOTAL HARD COSTS**

|                        | $16,806,436 | $0 | $13,763,891 |

**TOTAL CONSTRUCTION CONTRACT Before 11.9(e)(2)**

|                        | $19,159,336 | $0 | $15,690,834 |

**Voluntary Eligible "Hard Costs" (After 11.9(e)(2))**

Enter amount to be used to achieve desired score:

- $0.00 psf

*To score points under §11.9(e)(2) related to Cost of Development per Square Foot, the Voluntary Eligible Building Costs OR the Voluntary Eligible Hard Costs indicated above must fall within the required thresholds. If voluntary costs are not entered, staff will consider the Subtotal Building Cost or the Total Construction Contract costs, as applicable. Enter score for Building OR Hard Costs at end of form.*
### SOFT COSTS

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Architectural - Design fees</td>
<td>320,000</td>
<td>320,000</td>
</tr>
<tr>
<td>Architectural - Supervision fees</td>
<td>126,000</td>
<td>126,000</td>
</tr>
<tr>
<td>Engineering fees</td>
<td>155,000</td>
<td>155,000</td>
</tr>
<tr>
<td>Real estate attorney/other legal fees</td>
<td>120,000</td>
<td>120,000</td>
</tr>
<tr>
<td>Accounting fees</td>
<td>20,000</td>
<td>20,000</td>
</tr>
<tr>
<td>Impact Fees</td>
<td>130,000</td>
<td>130,000</td>
</tr>
<tr>
<td>Building permits &amp; related costs</td>
<td>90,299</td>
<td>90,299</td>
</tr>
<tr>
<td>Appraisal</td>
<td>5,500</td>
<td>5,500</td>
</tr>
<tr>
<td>Market analysis</td>
<td>10,000</td>
<td>10,000</td>
</tr>
<tr>
<td>Environmental assessment</td>
<td>5,000</td>
<td>5,000</td>
</tr>
<tr>
<td>Soils report</td>
<td>40,000</td>
<td>40,000</td>
</tr>
<tr>
<td>Survey</td>
<td>40,000</td>
<td>40,000</td>
</tr>
<tr>
<td>Marketing</td>
<td>20,000</td>
<td></td>
</tr>
<tr>
<td>Hazard &amp; liability insurance</td>
<td>180,599</td>
<td>180,599</td>
</tr>
<tr>
<td>Real property taxes</td>
<td>84,266</td>
<td>84,266</td>
</tr>
<tr>
<td>Personal property taxes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Furniture, Fixtures, and Equipment</td>
<td>100,000</td>
<td>100,000</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>

**Subtotal Soft Cost**

$1,446,664  $0  $1,426,664

### FINANCING:

**CONSTRUCTION LOAN(S)**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest</td>
<td>503,000</td>
<td>484,800</td>
</tr>
<tr>
<td>Loan origination fees</td>
<td>100,400</td>
<td>100,400</td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td>125,000</td>
<td>125,000</td>
</tr>
<tr>
<td>Closing costs &amp; legal fees</td>
<td>40,000</td>
<td>40,000</td>
</tr>
<tr>
<td>Inspection fees</td>
<td>109,032</td>
<td>109,032</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>Description</th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Loan origination fees</td>
<td>100,400</td>
<td></td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Closing costs &amp; legal</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bond premium</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Credit report</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Discount points</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Credit enhancement fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prepaid MIP</td>
<td>70,280</td>
<td></td>
</tr>
<tr>
<td>HUD Exam Fee</td>
<td>30,120</td>
<td></td>
</tr>
</tbody>
</table>

**BRIDGE LOAN(S)**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Loan origination fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Closing costs &amp; legal fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### OTHER FINANCING COSTS

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tax credit fees</td>
<td>65,130</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>225,748</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></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>
<tr>
<td><strong>Subtotal Financing Cost</strong></td>
<td><strong>$1,369,110</strong></td>
</tr>
<tr>
<td></td>
<td>$0</td>
</tr>
<tr>
<td></td>
<td><strong>$1,084,980</strong></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>3,186,752</td>
</tr>
<tr>
<td>General &amp; administrative</td>
<td>2,730,371</td>
</tr>
<tr>
<td>Profit or fee</td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Developer Fees</strong></td>
<td><strong>$3,186,752</strong></td>
</tr>
<tr>
<td></td>
<td>$0</td>
</tr>
<tr>
<td></td>
<td><strong>$2,730,371</strong></td>
</tr>
</tbody>
</table>

### RESERVES

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rent-up</td>
<td>200,800</td>
</tr>
<tr>
<td>Operating</td>
<td>677,593</td>
</tr>
<tr>
<td>Replacement</td>
<td></td>
</tr>
<tr>
<td>Escrows</td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Reserves</strong></td>
<td><strong>$878,393</strong></td>
</tr>
<tr>
<td></td>
<td>$0</td>
</tr>
<tr>
<td></td>
<td>$0</td>
</tr>
</tbody>
</table>

### TOTAL HOUSING DEVELOPMENT COSTS

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>$28,598,290</strong></td>
</tr>
<tr>
<td></td>
<td>$0</td>
</tr>
<tr>
<td></td>
<td><strong>$20,932,849</strong></td>
</tr>
</tbody>
</table>

*The following calculations are for HTC Applications only.*

**Deduct From Basis:**

- Federal grants used to finance costs in Eligible Basis
- Non-qualified non-recourse financing
- Non-qualified portion of higher quality units §42(d)(5)
- Historic Credits (residential portion only)

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Eligible Basis</td>
<td>$0</td>
</tr>
<tr>
<td></td>
<td><strong>$20,932,849</strong></td>
</tr>
<tr>
<td><strong>Total Adjusted Basis</strong></td>
<td>$0</td>
</tr>
<tr>
<td></td>
<td><strong>$27,212,704</strong></td>
</tr>
<tr>
<td>Applicable Fraction</td>
<td>61%</td>
</tr>
<tr>
<td>Applicable Percentage</td>
<td>61%</td>
</tr>
<tr>
<td><strong>Total Qualified Basis</strong></td>
<td><strong>$16,703,740</strong></td>
</tr>
<tr>
<td>Applicable Percentage</td>
<td>9.00%</td>
</tr>
<tr>
<td><strong>Credits Supported by Eligible Basis</strong></td>
<td><strong>$1,503,337</strong></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.*

<table>
<thead>
<tr>
<th>Requested Score for 11.9(e)(2)</th>
<th>12</th>
</tr>
</thead>
</table>

**Name of contact for Cost Estimate:** Kevin Hardy

**Phone Number for Contact:** (713) 963-8660

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

---
February 21, 2018

Houston 5009 Fulton, LP
Attn: Christopher Akbari
9 Greenway Plaza, Suite 1250
Houston, TX 77046

Re: Fulton on the Rail – Structured Parking Cost Estimate

Dear Mr. Chris Akbari:

The estimated cost of the garage for the Fulton on the Rail Development is $3,025,000. The cost is based on current values of 200 space precast garages in the Houston area market.

Sincerely,

Kevin Hardy
Executive Vice President
## 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).

### Financing Participants

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Construction Period</th>
<th>Permanent Period</th>
<th>Liens</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
</tr>
<tr>
<td>TDHCA</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Direct Loan Cons. to</td>
<td>0</td>
<td>0.00%</td>
<td>0</td>
<td>0.00%</td>
</tr>
<tr>
<td>Perm (Repayable)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Direct Loan Cons. Only</td>
<td>0</td>
<td>0.00%</td>
<td>0</td>
<td>0.00%</td>
</tr>
<tr>
<td>Multifamily Direct Loan</td>
<td>0</td>
<td>0.00%</td>
<td>0</td>
<td>0.00%</td>
</tr>
<tr>
<td>Mortgage Revenue Bond</td>
<td>0</td>
<td>0.00%</td>
<td>0</td>
<td>0.00%</td>
</tr>
<tr>
<td>Davis Penn</td>
<td>Conventional/FHA</td>
<td>10,040,000</td>
<td>4.50%</td>
<td>10,040,000</td>
</tr>
<tr>
<td>City of Houston</td>
<td>Local Government Loan</td>
<td>3,300,000</td>
<td>1.00%</td>
<td>3,300,000</td>
</tr>
</tbody>
</table>

### Third Party Equity

- Hudson Housing Capital: HTC $1,500,000 $11,279,872 $14,098,980 0.94 0.9999

### Grant

- City of Houston Local Government Grant: $500 $500

### Deferred Developer Fee

- ITEX Development, LLC: $2,708,739 $1,159,420

### Other

- Direct Loan Match: $0 $0

### Total Sources of Funds

$27,328,111 $28,598,290

### Total Uses of Funds

$28,598,290

### 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).

Sources include a HUD 221(d)(4) mortgage provided by Davis Penn at a 4.5% interest rate plus 0.35% MIP, with a 40 year term, 40 year amortization for the permanent loan, and a 24 month construction period. Equity will be provided by Hudson at a syndication rate of 0.94. An application for a City of Houston loan has been made, and recommendations for awards will be made by April 30, 2018. The loan will have a 24 month construction period and 18 year permanent period (total term 20 years). No payments are due during construction. Following the construction period the loan requires non-amortizing interest-only payments subject to available cash flow. Deferred developer fee is also a source of financing.

### Describe the replacement reserves:

Replacement reserves for the development will be funded following construction completion and will be equal to $300/unit/year.

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

No operating or rent subsidies are proposed.

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

Signature, Authorized Representative, Construction or Permanent Lender  
Printed Name  
Date  

Telephone:  
Email address:  

If a revised form is submitted, date of submission:  

---

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Construction Period</th>
<th>Permanent Period</th>
<th>Liens</th>
</tr>
</thead>
<tbody>
<tr>
<td>Direct Loan Cons. to</td>
<td>0</td>
<td>0.00%</td>
<td>0</td>
<td>0.00%</td>
</tr>
<tr>
<td>Perm (Repayable)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Direct Loan Cons. Only</td>
<td>0</td>
<td>0.00%</td>
<td>0</td>
<td>0.00%</td>
</tr>
<tr>
<td>Multifamily Direct Loan</td>
<td>0</td>
<td>0.00%</td>
<td>0</td>
<td>0.00%</td>
</tr>
<tr>
<td>Mortgage Revenue Bond</td>
<td>0</td>
<td>0.00%</td>
<td>0</td>
<td>0.00%</td>
</tr>
<tr>
<td>Davis Penn</td>
<td>Conventional/FHA</td>
<td>10,040,000</td>
<td>4.50%</td>
<td>10,040,000</td>
</tr>
<tr>
<td>City of Houston</td>
<td>Local Government Loan</td>
<td>3,300,000</td>
<td>1.00%</td>
<td>3,300,000</td>
</tr>
</tbody>
</table>
**Financing Narrative and Summary of Sources and Uses**

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

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Construction Period</th>
<th>Permanent Period</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Loan/Equity Amount</td>
<td>Loan/Equity Amount</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Interest Rate (%)</td>
<td>Interest Rate (%)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Amort - ization</td>
<td>Term (Yrs)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Syndication Rate</td>
<td></td>
</tr>
<tr>
<td>Debt</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const</td>
<td>$0</td>
<td>$ -</td>
</tr>
<tr>
<td>TDHCA</td>
<td>City (Regainable)</td>
<td>$0</td>
<td>$ -</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Multifamily Cross Loan</td>
<td>$0</td>
<td>$ -</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Mortgage Revenue Bond</td>
<td>$0</td>
<td>$ -</td>
</tr>
<tr>
<td>City of Houston</td>
<td>Local Government Loan</td>
<td>$3,300,000</td>
<td>$3,300,000</td>
</tr>
<tr>
<td>Third Party Equity</td>
<td>Hudson Housing Capital</td>
<td>$1,500,000</td>
<td>$11,278,872</td>
</tr>
<tr>
<td>Grant</td>
<td>City of Houston Local Government Grant</td>
<td>$500</td>
<td>$500</td>
</tr>
<tr>
<td>Deferred Developer Fee</td>
<td>ITEX Development, Ltd.</td>
<td>$2,708,739</td>
<td>$1,159,200</td>
</tr>
<tr>
<td>Other</td>
<td>Direct Loan Match</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

**Total Sources of Funds**: $27,328,111  
**Total Uses of Funds**: $28,598,290

**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 use) 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).

Sources include a HUD 221(d)(4) mortgage provided by Davis Penn at a 4.5% interest rate plus 0.35% MIP, with a 40 year term, 40 year amortization for the perm loan, and a 24 month construction period. Equity will be provided by Hudson at a syndication rate of 0.94. An application for a City of Houston loan has been made, and recommendations for awards will be made by April 30, 2018. The loan will have a 24 month construction period and 18 year permanent period (total term 20 years). No payments are due during construction. Following the construction period the loan requires non-amortizing interest-only payments subject to available cash flow. Deferred developer fee is also a source of financing.

Describe the replacement reserves:
Replacement reserves for the development will be funded following construction completion and will be equal to $300/unit/year.

Describe the operating items (rents, operating subsidies, project based assistance, etc., and specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments):
No operating or rent subsidies are proposed.

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, Equity Provider

**Date**: 2-28-18

**Telephone**: 212-218-4446

**Email address**: [email]
## Financing Narrative and Summary of Sources and Uses

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

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Construction Period</th>
<th>Permanent Period</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
</tr>
<tr>
<td>Debt</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan (Construction)</td>
<td>$0</td>
<td>0.00%</td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan (Permanent)</td>
<td>$0</td>
<td>0.00%</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Multifamily Direct Loan (Bridge)</td>
<td>$0</td>
<td>0.00%</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Multifamily Direct Loan (Permanent)</td>
<td>$0</td>
<td>0.00%</td>
</tr>
<tr>
<td>Davis Penn</td>
<td>Conventional/FHA</td>
<td>$10,040,000</td>
<td>4.50%</td>
</tr>
<tr>
<td>City of Houston</td>
<td>Local Government Loan</td>
<td>$13,300,000</td>
<td>1.00%</td>
</tr>
<tr>
<td>Third Party Equity</td>
<td>Hudson Housing Capital</td>
<td>$1,500,000</td>
<td>$11,725,877</td>
</tr>
<tr>
<td>Grant</td>
<td>City of Houston Local Government Grant</td>
<td>$500</td>
<td>$500</td>
</tr>
<tr>
<td>Deferred Developer Fee</td>
<td>TTX Development, Ltd.</td>
<td>$2,708,739</td>
<td>$1,155,200</td>
</tr>
<tr>
<td>Other</td>
<td>Direct Loan Match</td>
<td>$27,328,111</td>
<td>$28,598,290</td>
</tr>
</tbody>
</table>

**Total Sources of Funds:** $27,328,111  
**Total Uses of Funds:** $28,598,290

**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 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).

Sources include a HUD 221(d)(3) mortgage provided by Davis Penn at a 4.5% interest rate plus 0.35% MIP, with a 40-year term, 40-year amortization for the permanent loan, and a 24 month construction period. Equity will be provided by Hudson at a syndication rate of 0.94%. An application for a City of Houston loan has been made, and recommendations for awards will be made by April 30, 2018. The loan will have a 24 month construction period and 18 year permanent period (total term 20 years). No payments are due during construction. Following the construction period, the loan requires non-amortizing interest-only payments subject to available cash flow. Deferred developer fee is also a source of financing.

Describe the replacement reserves: Replacement reserves for the development will be funded following construction completion and will be equal to $300/unit/year.

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

No operating or rent subsidies are proposed.

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

**Signature,** Authorized Representative, Construction or Permanent Lender  
**Printed Name,**  
**Date,**

**Telephone:**

**Email address:**

If a revised form is submitted, date of submission:
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 provided the loan to value is not greater than 80%

As a result of providing owner equity in an amount greater than 5% of Total Housing Development Costs, the following must be provided in accordance with 10 TAC §10.204(7)(C):

- A letter - not older than 6 months from the date of Application submission - from a Third Party CPA verifying the capacity of the Development Owner to provide the proposed financing with funds that are not otherwise committed or pledged; and

- A letter - not older than 6 months from the date of Application submission - from the Development Owner's bank or banks confirming that such funds are and will remain available at commitment and until the required investment is completed.
Match Funds (Multifamily Direct Loan Applications Only) [§10.204(7)(E)]

Match in the amount of at least 5% of the Multifamily Direct Loan funds requested must be documented with a letter from the anticipated provider of Match indicating the provider’s willingness and ability to make a financial commitment should the Development receive an award of Multifamily Direct Loan funds. The information provided must be consistent with all other documentation in the Application.

Indicate the amount and source of Match funds 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>N/A</td>
<td>N/A</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 INCLUDE DEVELOPER FEES</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Below Market Interest Rate Loan</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Property Tax Abatement</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Donated Non-Professional Labor</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Non-Federally Funded Infrastructure</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rental Value of Donated Use of Site Preparation or Construction Equipment</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Donated Construction Materials</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Donated Site Preparation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Donated Demolition Services</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Donated Real Property</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Value of Match Pledged</td>
<td>$</td>
<td>-</td>
</tr>
<tr>
<td>Total Amount of MF Direct Loan funds Requested</td>
<td>$</td>
<td>-</td>
</tr>
<tr>
<td>Percentage of MF Direct Loan Funds to be Matched (Total Value of Match /MF Direct Loan Funds Requested)</td>
<td>#DIV/0!</td>
<td></td>
</tr>
</tbody>
</table>
## Finance Scoring (for Competitive HTC Applications ONLY)

<table>
<thead>
<tr>
<th>Self Score Total:</th>
<th>118</th>
</tr>
</thead>
</table>

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

Name of the Local Political Subdivision providing the funding:
- **City of Houston**

- [X] A letter from an official of the political subdivision stating that the political subdivision will provide a loan, grant, reduced fees or contribution of other value type, and the terms under which it will be provided is in the application.
- [X] The dollar value of the contribution must be in the letter and must equal $500 or more if Urban and $250 or more if Rural or USDA.
- [X] The commitment of development funding is reflected in the Application as a financial benefit to the Development, i.e. reported as a source of funds on the Sources and Uses Form and/or reflected in a lower cost in the Development Cost Schedule, such as notation of a reduction in building permits and related costs.

**Total Points Claimed:** 1

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

- [X] Eligible Pro-Forma and letter stating Development and Principals are acceptable.

**Total Points Claimed:** 18

### 3. Leveraging of Private, State, and Federal Resources (§2306.6725(a)(3); §11.9(e)(4))

- Percent of Units restricted to serve households at or below 30% of AMGI: 6.16%
- HTC funding request as a percent of Total Housing Development Cost: 5.25%

**Eligibility for points:**

- Development Leverages CDBG Disaster Recovery, HOPE VI, RAD or Choice Neighborhood Funding: 0
- Housing Tax Credit Request: 3
- Housing Tax Credit Request: 2
- Housing Tax Credit Request: 1

*Be sure no more than 50% of Developer fees are deferred.*

**Total Points Claimed:** 3
ALL SUPPORTING DOCUMENTS MUST BE CONSISTENT WITH THE SOURCES AND USES

- Executed Pro Forma from Permanent or Construction Lender
- Letter from lender regarding approval of Principals (consistent with Template)
- Evidence of all Permanent and Construction Financing (term sheets, loan agreements)
- Evidence of any Gap Financing, terms included
- Evidence of any Owner Contributions, with financial support if required
- Evidence of Equity Financing (HTC applications only)
- Letter from Texas Historical Commission (THC) indicating preliminary eligibility for historic (rehabilitation) tax credits and documentation of Certified Historic Structure status as detailed in QAP §11.9(e)(6) was submitted behind TAB 19.
- Letter from Local Political Subdivision evidencing a loan, grant, reduced fees or contribution of other value to benefit the Development. [QAP §11.9(d)(2)]
- Evidence of Rental Assistance/Subsidy
The proforma 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>Year</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>$1,529,856</td>
<td>$1,560,453</td>
<td>$1,591,662</td>
<td>$1,623,495</td>
<td>$1,655,965</td>
<td>$1,682,320</td>
<td>$2,018,613</td>
</tr>
<tr>
<td>Secondary Income</td>
<td>$35,040</td>
<td>$35,741</td>
<td>$36,456</td>
<td>$37,185</td>
<td>$37,928</td>
<td>$41,876</td>
<td>$46,235</td>
</tr>
<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$1,564,896</td>
<td>$1,596,194</td>
<td>$1,628,118</td>
<td>$1,660,680</td>
<td>$1,693,894</td>
<td>$1,720,156</td>
<td>$2,064,847</td>
</tr>
<tr>
<td>Rental Concessions</td>
<td>$0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>EFFECTIVE GROSS ANNUAL INCOME</td>
<td>$1,447,529</td>
<td>$1,476,479</td>
<td>$1,506,009</td>
<td>$1,536,129</td>
<td>$1,566,852</td>
<td>$1,729,931</td>
<td>$1,909,984</td>
</tr>
</tbody>
</table>

### EXPENSES

<table>
<thead>
<tr>
<th>Year</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
<th>Year 10</th>
<th>Year 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>General &amp; Administrative Expenses</td>
<td>$49,500</td>
<td>$50,985</td>
<td>$52,515</td>
<td>$54,090</td>
<td>$55,713</td>
<td>$64,586</td>
<td>$74,873</td>
</tr>
<tr>
<td>Management Fee</td>
<td>$72,376</td>
<td>$73,824</td>
<td>$75,300</td>
<td>$76,806</td>
<td>$78,343</td>
<td>$82,377</td>
<td>$103,612</td>
</tr>
<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$160,000</td>
<td>$164,800</td>
<td>$169,744</td>
<td>$174,836</td>
<td>$180,045</td>
<td>$208,764</td>
<td>$242,014</td>
</tr>
<tr>
<td>Repairs &amp; Maintenance</td>
<td>$68,500</td>
<td>$70,555</td>
<td>$72,672</td>
<td>$74,852</td>
<td>$77,097</td>
<td>$82,377</td>
<td>$103,612</td>
</tr>
<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$45,000</td>
<td>$46,350</td>
<td>$47,741</td>
<td>$49,173</td>
<td>$50,648</td>
<td>$58,715</td>
<td>$68,067</td>
</tr>
<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$80,000</td>
<td>$82,400</td>
<td>$84,872</td>
<td>$87,418</td>
<td>$90,041</td>
<td>$104,382</td>
<td>$121,007</td>
</tr>
<tr>
<td>Annual Property Insurance Premiums</td>
<td>$73,629</td>
<td>$75,838</td>
<td>$78,113</td>
<td>$80,456</td>
<td>$82,870</td>
<td>$96,069</td>
<td>$111,370</td>
</tr>
<tr>
<td>Property Tax</td>
<td>$168,531</td>
<td>$173,587</td>
<td>$178,795</td>
<td>$184,158</td>
<td>$189,683</td>
<td>$219,895</td>
<td>$254,918</td>
</tr>
<tr>
<td>Reserve for Repairs</td>
<td>$43,800</td>
<td>$45,114</td>
<td>$46,467</td>
<td>$47,861</td>
<td>$49,297</td>
<td>$57,149</td>
<td>$66,251</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>$19,100</td>
<td>$19,673</td>
<td>$20,263</td>
<td>$20,871</td>
<td>$21,497</td>
<td>$24,921</td>
<td>$28,890</td>
</tr>
<tr>
<td>TOTAL ANNUAL EXPENSES</td>
<td>$780,436</td>
<td>$803,126</td>
<td>$826,481</td>
<td>$850,523</td>
<td>$875,270</td>
<td>$1,010,354</td>
<td>$1,166,503</td>
</tr>
<tr>
<td>NET OPERATING INCOME</td>
<td>$667,092</td>
<td>$676,354</td>
<td>$679,528</td>
<td>$685,606</td>
<td>$691,581</td>
<td>$719,577</td>
<td>$743,480</td>
</tr>
</tbody>
</table>

### DEBT SERVICE

<table>
<thead>
<tr>
<th>Year</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
<th>Year 10</th>
<th>Year 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Deed of Trust Annual Loan Payment</td>
<td>$539,610</td>
<td>$539,610</td>
<td>$539,610</td>
<td>$539,610</td>
<td>$539,610</td>
<td>$539,610</td>
<td>$539,610</td>
</tr>
<tr>
<td>Second Deed of Trust Annual Loan Payment</td>
<td>$35,140</td>
<td>$34,826</td>
<td>$34,547</td>
<td>$34,272</td>
<td>$33,997</td>
<td>$31,744</td>
<td>$29,187</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>
</tbody>
</table>

### ANNUAL NET CASH FLOW

<table>
<thead>
<tr>
<th>Year</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>$92,343</td>
<td>$98,918</td>
<td>$105,421</td>
<td>$111,943</td>
<td>$118,477</td>
<td>$148,473</td>
<td>$174,683</td>
<td></td>
</tr>
<tr>
<td>$92,343</td>
<td>$131,404</td>
<td>$265,481</td>
<td>$408,524</td>
<td>$526,791</td>
<td>$1,152,699</td>
<td>$1,999,965</td>
<td></td>
</tr>
</tbody>
</table>

### Debt Coverage Ratio

<table>
<thead>
<tr>
<th>Year</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>1.16</td>
<td>1.17</td>
<td>1.18</td>
<td>1.19</td>
<td>1.21</td>
<td>1.26</td>
<td>1.31</td>
<td></td>
</tr>
</tbody>
</table>

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

Signature, Authorized Representative, Construction or Permanent Lender

Phone: 281-481-2400
Email: ray@raylajohnson.com

Signature, Authorized Representative, Syndicator

Date

If a revised form is submitted, date of submission:
March 1, 2018

Mr. Chris Akbari
Houston 5009 Fulton, LP
9 Greenway Plaza, Suite 1250
Houston, Texas  77046

RE:  221(d)4 Construction and Permanent Financing for Fulton on the Rail

Dear Mr. Akbari,

We have reviewed the financial and construction package you submitted in conjunction with your application for the construction of the development referenced above through the HUD 221(d)4 loan program. Based on the information received, Davis-Penn Mortgage Co.(“DPMC”) would be willing to provide construction and permanent financing under the following terms:

- **Loan Amount** – $10,040,000
- **Interest Rate** – Construction Loan – 4.50%
  - Permanent Loan – 4.50%; this rate is fixed for the entire loan term.
- A 0.35% Mortgage Insurance Premium on the outstanding loan balance will also be charged for the life of the loan.
- **Amortization** – Construction Loan – Interest only up to 24 months
  - Permanent Loan – 40 years
- **Minimum Debt Coverage** - 1.15:1
- **Annual Debt Service, Including MIP** – $574,750
- **Collateral** - First lien on all property and improvements located at 5009 Fulton, Houston, TX
- **Financing Fee** – 1%
- **Placement Fee** – 1%
- **Recourse** - None
In addition to your monthly payments of principal and interest, you will be expected to make monthly escrow deposits for mortgage insurance, property insurance, taxes and replacement reserves.

The attached 15-year pro forma was prepared by The ITEX Group, LLC, an affiliate of the Mortgagor, Houston 5009 Fulton, LP, for Fulton on the Rail located in Houston, TX. The pro forma is consistent with the unit rental rate assumptions, total operating expenses, net operating income, and debt service coverage based on DPMC’s current underwriting parameters and consistent with the loan terms indicated in the term sheet and is preliminarily considered feasible, pending further due diligence review. The debt service for each year maintains no less than a 1.16:1 debt coverage ratio.

Additionally, we have performed a preliminary review of the credit worthiness of Houston 5009 Fulton, LP, ITEX, and its Principals. At this time, DPMC has no reservations with the Development, Development Owner, or any of its Principals. You have closed five previous 221(d)4 loans with us. You have ample liquidity to complete the development, and meet DPMC’s Working Capital requirements for this loan, and we have determined you are an acceptable credit risk. We anticipate no additional guarantors or financial strength will be needed to facilitate a loan to this borrower, other than those requirements disclosed herein.

We are aware of the 2018 TDHCA QAP requirements to close the loan no later than October 31, 2018. In order to ensure a closing on or before this date, the following milestones must be met:

1) 70% complete Plans and Specifications, and construction costs must be received by May 31, 2018
2) HUD Firm Application filing by July 31, 2018
3) Issuance of a Firm Commitment by HUD by September 30, 2018

This commitment will expire on August 31, 2018 and is contingent upon our final underwriting and the issuance of a Commitment to Insure from the U.S. Department of Housing and Urban Development. I look forward to working with you on this project. If you have any questions, please don’t hesitate to call me.

Sincerely,

Ray Landry
Vice President

Accepted this _____ day of March, 2018

By: ____________________________
Mr. Chris Akbari
Houston 5009 Fulton, LP
The proforma 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>YEAR</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>10</th>
<th>15</th>
</tr>
</thead>
<tbody>
<tr>
<td>POTENTIAL GROSS ANNUAL RENTAL INCOME</td>
<td>$1,529,856</td>
<td>$1,560,453</td>
<td>$1,591,662</td>
<td>$1,623,495</td>
<td>$1,655,965</td>
<td>$1,682,320</td>
<td>$2,018,613</td>
</tr>
<tr>
<td>Secondary Income</td>
<td>$35,040</td>
<td>$35,741</td>
<td>$36,456</td>
<td>$37,185</td>
<td>$37,928</td>
<td>$41,876</td>
<td>$46,235</td>
</tr>
<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$1,564,896</td>
<td>$1,596,194</td>
<td>$1,628,118</td>
<td>$1,660,680</td>
<td>$1,693,894</td>
<td>$1,730,440</td>
<td>$2,064,847</td>
</tr>
<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>($117,367)</td>
<td>($119,715)</td>
<td>($122,109)</td>
<td>($124,551)</td>
<td>($127,042)</td>
<td>($140,265)</td>
<td>($154,865)</td>
</tr>
<tr>
<td>Rental Concessions</td>
<td>$0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>EFFECTIVE GROSS ANNUAL INCOME</td>
<td>$1,447,529</td>
<td>$1,476,479</td>
<td>$1,506,009</td>
<td>$1,536,129</td>
<td>$1,566,852</td>
<td>$1,619,175</td>
<td>$1,909,984</td>
</tr>
</tbody>
</table>

### EXPENSES

#### General & Administrative Expenses

- Management Fee
  - First Year: $49,500
  - Second Year: $50,985
  - Third Year: $52,515
  - Fourth Year: $54,090
  - Fifth Year: $55,713
  - Sixth Year: $64,586
  - Seventh Year: $74,873
- Payroll, Payroll Tax & Employee Benefits
  - First Year: $72,376
  - Second Year: $73,824
  - Third Year: $75,300
  - Fourth Year: $76,806
  - Fifth Year: $78,343
  - Sixth Year: $86,497
  - Seventh Year: $95,499

#### Maintenance

- Repairs & Maintenance
  - First Year: $68,500
  - Second Year: $70,555
  - Third Year: $72,672
  - Fourth Year: $74,852
  - Fifth Year: $77,097
  - Sixth Year: $89,377
  - Seventh Year: $103,612
- Electric & Gas Utilities
  - First Year: $45,000
  - Second Year: $46,350
  - Third Year: $47,741
  - Fourth Year: $49,173
  - Fifth Year: $50,648
  - Sixth Year: $58,715
  - Seventh Year: $68,067
- Water, Sewer & Trash Utilities
  - First Year: $80,000
  - Second Year: $82,400
  - Third Year: $84,872
  - Fourth Year: $87,418
  - Fifth Year: $90,041
  - Sixth Year: $104,382
  - Seventh Year: $121,007

#### Property Insurance

- Annual Property Insurance Premiums
  - First Year: $73,629
  - Second Year: $75,838
  - Third Year: $78,113
  - Fourth Year: $80,456
  - Fifth Year: $82,870
  - Sixth Year: $96,069
  - Seventh Year: $111,370

#### Property Taxes

- Property Tax
  - First Year: $168,531
  - Second Year: $173,587
  - Third Year: $178,795
  - Fourth Year: $184,158
  - Fifth Year: $189,683
  - Sixth Year: $219,895
  - Seventh Year: $254,918

#### Reserves for Replacements

- Reserve for Replacement
  - First Year: $43,800
  - Second Year: $45,114
  - Third Year: $46,467
  - Fourth Year: $47,861
  - Fifth Year: $49,297
  - Sixth Year: $57,149
  - Seventh Year: $66,251

#### Other Expenses

- Other Expenses
  - First Year: $19,100
  - Second Year: $19,673
  - Third Year: $20,263
  - Fourth Year: $20,871
  - Fifth Year: $21,497
  - Sixth Year: $24,921
  - Seventh Year: $28,890

### TOTAL ANNUAL EXPENSES

- Total Annual Expenses
  - First Year: $780,436
  - Second Year: $803,126
  - Third Year: $826,481
  - Fourth Year: $850,523
  - Fifth Year: $875,270
  - Sixth Year: $1,010,354
  - Seventh Year: $1,166,503

### NET OPERATING INCOME

- Net Operating Income
  - First Year: $667,092
  - Second Year: $673,354
  - Third Year: $679,528
  - Fourth Year: $685,606
  - Fifth Year: $691,581
  - Sixth Year: $719,577
  - Seventh Year: $743,480

### DEBT SERVICE

#### First Deed of Trust

- Annual Loan Payment
  - First Year: $539,610
  - Second Year: $539,610
  - Third Year: $539,610
  - Fourth Year: $539,610
  - Fifth Year: $539,610
  - Sixth Year: $539,610
  - Seventh Year: $539,610

#### Second Deed of Trust

- Annual Loan Payment
  - First Year: $35,140
  - Second Year: $34,826
  - Third Year: $34,497
  - Fourth Year: $34,154
  - Fifth Year: $33,795
  - Sixth Year: $31,744
  - Seventh Year: $29,187

#### Third Deed of Trust

- Annual Loan Payment
  - First Year: $8,000
  - Second Year: $8,200
  - Third Year: $8,487
  - Fourth Year: $8,748
  - Fifth Year: $9,041
  - Sixth Year: $104,382
  - Seventh Year: $121,007

### ANNUAL NET CASH FLOW

- Annual Net Cash Flow
  - First Year: $92,343
  - Second Year: $98,918
  - Third Year: $105,421
  - Fourth Year: $113,943
  - Fifth Year: $118,377
  - Sixth Year: $148,223
  - Seventh Year: $174,683

### CUMULATIVE NET CASH FLOW

- Cumulative Net Cash Flow
  - First Year: $92,343
  - Second Year: $191,260
  - Third Year: $296,681
  - Fourth Year: $408,524
  - Fifth Year: $526,701
  - Sixth Year: $1,152,669
  - Seventh Year: $1,999,965

### Debt Coverage Ratio

- Debt Coverage Ratio
  - First Year: 1.16
  - Second Year: 1.17
  - Third Year: 1.18
  - Fourth Year: 1.19
  - Fifth Year: 1.21
  - Sixth Year: 1.26
  - Seventh Year: 1.31

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

Signature, Authorized Representative, Construction or Permanent Lender

Signature, Authorized Representative, Syndicator

Phone: 281-481-2400
Email: ray@davieslender.com

Date: 2/3/18

[If a revised form is submitted, date of submission: __________________________]
February 22, 2018

Houston 5009 Fulton, LP
9 Greenway Plaza Suite 1250
Houston, TX 77046

Re: Fulton on the Rail

Attention: Mr. Chris Akbari

In response to your request for financing for your proposed development, Fulton on the Rail ("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: 5009 Fulton Street, Houston, Texas 77009

PURPOSE: To provide permanent term gap financing towards the new construction of a 146-unit transit oriented affordable housing development

AMOUNT: The loan requested is $3,300,000

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
February 27, 2018

Houston 5009 Fulton, LP
Attn: Christopher Akbari
Authorized Representative
3735 Honeywood Court
Port Arthur, TX 77642

Re: Fulton on the Rail - Houston, TX

Dear Mr. Akbari:

Thank you for providing Hudson Housing Capital LLC (“Hudson”, the “Company”) with the opportunity to extend a purchase offer for the limited partnership interest in the Partnership that will own Fulton on the Rail.

Hudson is a Delaware limited liability company formed to directly acquire limited partnership interests in partnerships which own apartment complexes qualifying for low-income housing tax credits ("Tax Credits") under Section 42 of the Internal Revenue Code of 1986, as amended (the "Code").

Set forth are the basic business terms under which Hudson or its designee ("Investor") will acquire a 99.98% limited partnership interest in the Partnership, which will own a 146-unit complex in Houston, Texas (the “Property”). You have advised us that ITEX Development, LLC, AHDPC Holdings, LLC, and Jeshurun Consulting, LLC (collectively, the “Developer”) will be the co-developers and that Houston 5009 Fulton GP, LLC (the “General Partner”), will be the general partner of the Partnership. An affiliate of the Investor will be admitted to the Partnership as a special member (the “Special Limited Partner”, “SLP”) with limited supervisory rights. The ITEX Partners, LLC, ITEX Development, LLC, and Christopher Akbari (the “Guarantor”) shall jointly and severally guarantee the obligations of the General Partner under the partnership agreement to be entered into between the parties (the “Partnership Agreement”). The Guarantor will be required to maintain minimum liquidity and net worth covenants to be negotiated (the “Net Worth and Liquidity Covenant”).

You have advised us that the Property is applying for an allocation of 9% Federal Tax Credits in the annual amount of $1,500,000 and that 90 units will qualify for Tax Credits.
I. Equity Investment

The Investor will contribute to the Partnership a total of $14,098,590 (the “Total Equity”) or approximately $0.94 (the "Tax Credit Ratio") per total Tax Credit available to the Investor, payable in the following installments:

<table>
<thead>
<tr>
<th>Contribution</th>
<th>Contribution %</th>
<th>Timing</th>
</tr>
</thead>
<tbody>
<tr>
<td>First</td>
<td>80%</td>
<td>At Closing and Through Construction</td>
</tr>
<tr>
<td>Second</td>
<td>5%</td>
<td>Construction Completion</td>
</tr>
<tr>
<td>Third</td>
<td>10%</td>
<td>Permanent Financing</td>
</tr>
<tr>
<td>Fourth</td>
<td>5%</td>
<td>Issuance of 8609s</td>
</tr>
</tbody>
</table>

a. First Capital Contribution. The Investor will fund the First Capital Contribution as follows:

<table>
<thead>
<tr>
<th>Contribution</th>
<th>Contribution %</th>
<th>Timing</th>
</tr>
</thead>
<tbody>
<tr>
<td>Initial I</td>
<td>20%</td>
<td>At Closing</td>
</tr>
<tr>
<td>Initial II</td>
<td>20%</td>
<td>25% Construction Completion</td>
</tr>
<tr>
<td>Initial III</td>
<td>20%</td>
<td>50% Construction Completion</td>
</tr>
<tr>
<td>Initial IV</td>
<td>20%</td>
<td>75% Construction Completion</td>
</tr>
</tbody>
</table>

b. Second Capital Contribution. The Second Capital Contribution will be paid upon the satisfaction of the conditions set forth in the Partnership Agreement, which are principally as follows: (i) lien-free construction completion of the Property substantially in accordance with the Plans and Specifications in a workmanlike manner approved by Hudson; (ii) issuance of Certificates of Occupancy for 100% of the units in the Property; (iii) receipt of an unaudited cost certification for the Property from independent accountants to the Partnership (the "Accountants"), setting forth the eligible basis and the total available Tax Credits; (iv) if not received at the Initial Closing, receipt of a carry-over allocation for the Property; (v) receipt of a pay-off letter from the general contractor or sub-contractors, as applicable; (vi) satisfactory financial condition of the Guarantor including no event of bankruptcy; (vii) receipt of prior year's income tax returns in the event such returns are then due; and (viii) satisfactory evidence that all environmental issues have been remediated.

d. Third Capital Contribution. The Third Capital Contribution will be paid upon the satisfaction of the conditions set forth in the Partnership Agreement, which are principally as follows: (i) closing of the permanent first mortgage loan (“Permanent Loan Closing”); (ii) receipt of final Tax Credit cost certification from the Accountants as to the amount of Tax Credits the Partnership will claim for 2020/2021 and the amount allocable to each partner (the “Final Certification”); (iii) receipt of prior year's income tax returns in the event such returns are then due; and (iv) qualification of 100% of the set-aside apartment units in the Property for Tax Credits; (v) receipt of HUD Final Endorsement; and (vi) achievement of Breakeven level for three consecutive months (the “Breakeven Date”).

"Breakeven" shall mean that, for each such month, occupancy is at least 92.5% and that Property income (with rents not to exceed maximum allowed tax credit rents
net of the applicable utility allowances and excluding any commercial income) exceeds expenses including replacement reserves, reassessed taxes, and permanent loan debt service (calculated on a stabilized and accrual basis) and generates debt service coverage of not less than 1.15 assuming the greater of actual or a 7.5% vacancy rate.

e. Fourth Capital Contribution. The Fourth Capital Contribution will be paid upon satisfaction of the conditions set forth in the Partnership Agreement, which are principally as follows: (i) receipt of Form 8609 with respect to all buildings constituting the Property; and (ii) receipt of a tax return and an audited financial statement for the year in which the Breakeven Date occurred.

If the conditions for payment of the Fourth Capital Contribution have been met except for the receipt of (ii) above, $15,000 of the Fourth Capital Contribution will be held back and paid upon receipt of the same.

Our offer is also contingent on the following financing sources and assumptions:

a. A 221d4 construction to permanent loan from a lender acceptable to the Investor in the approximate amount of $10,040,000.

b. A City of Houston loan in the approximate amount of $3,300,000 with a term of at least 20 years and a rate of 1%.

c. A $500 in-kind contribution from the City of Houston.

d. Deferred developer fee in the amount of $1,159,200.

e. Our proposal assumes that all of the debt will be structured as nonrecourse debt from a third party for tax purposes.

II. Developer Fee

The Developer shall receive a Developer Fee of approximately $3,186,752. The cash developer fee (non-deferred fee) estimated to be $2,027,552 shall be paid 20% at closing, 15% at the time of the Second Capital Contribution, and the balance from the Third and Fourth Capital Contributions. At this time, $1,159,200 of the Developer Fee is projected to be deferred. You have represented that the amount of the Developer Fee does not exceed the amount permitted to be paid by the Texas Department of Housing and Community Affairs. Deferred developer fees shall be paid from available cash flow as detailed in Section V and shall bear interest at the AFR. Principal payments on the deferred developer fees shall commence with the funding of the Third Capital Contribution. The General Partner agrees to make a special capital contribution to the Partnership equal to any unpaid balance of the deferred portion of the Developer Fee if such portion has not been fully paid within 13 years from the date of the payment of the Second Capital Contribution.
III. Property Management Fee

The management agreement, to be approved by the Investor, shall have an initial term of 1 year and shall be renewable annually thereafter, shall provide for an annual management fee not to exceed 5% of gross effective income, and shall otherwise be on commercially reasonable terms (including a termination right by the General Partner in the event of fraud/gross negligence or material default by the Manager). If the managing agent is affiliated with the General Partner, the management agreement shall provide for a deferral of up to 100% of the management fee in the event that the property does not generate cash flow sufficient to pay must-pay debt service.

IV. Intentionally Omitted

V. Cash Flow Distributions

Prior to the Third Capital Contribution
Any Cash Flow and income generated by the Property prior to the Third Capital Contribution will be allocated to the General Partner.

Subsequent to the Third Capital Contribution
Cash flow from the Property, after payment of operating expenses (including the Administrative Expense Reimbursement, current and any deferred property management fees from prior years, and debt service), replenishment of required reserves (including any reserve payments which were not made due to insufficient cash flow) and payment of any tax liability incurred by the Limited Partner ("Cash Flow"), shall be distributed annually (subsequent to the Third Capital Contribution) as follows:

a. to payment of any amounts owed to the Limited Partner;
b. to maintain the Minimum Balance in the Operating Reserve;
c. to the payment of any Operating Deficit Loans, if any;
d. 90% of Cash Flow after V(c). to
   • to Developer Fees until paid in full; and
   • the balance (if any) to the General Partner as a preferred return with an equivalent allocation of income.

e. the remainder to be split in accordance with Partnership interests.

VI. Sale or Refinancing Proceeds

Net sale or refinancing proceeds (i.e., after payment of, outstanding debts, liabilities other than to the General Partner and its affiliates and expenses of the Partnership and establishment of necessary reserves) shall be distributed as follows:

a. Repayment of any amounts due to the limited partners, if any;
b. Repayment of outstanding loans by the General Partner, including the Developer Fee Note (if not paid) and Operating Deficit loans; and
c. 10% to the Investor and 90% to the General Partner.
VII. General Partner Commitments

a. **Low Income Housing Tax Credit Adjustment.** Our offer is based upon the assumption that the Partnership will qualify for and claim $850,000 in 2020, the full amount of the Partnership's Tax Credit allocation, $1,500,000 for each year from 2021 through 2029, and $650,000 in 2030.

(i) **Adjustments during equity payment (construction and leaseup) period**

In the event that either the Form 8609's or the Final Certification indicate that the Property will not generate the projected aggregate amount of Tax Credits (other than as specified below), the Partnership Agreement will provide for a return of such capital, an adjustment in the amount of any unpaid Capital Contributions and/or a payment by the General Partner to the Investor, sufficient to restore the Tax Credit Ratio as defined above.

Not withstanding the preceding paragraph, in the event that the Final Certification specifies that, while the aggregate amount of Tax Credits allocable to the Partnership is unchanged, the amount of Tax Credits allocable to the Partnership in 2020/2021 is less than the amounts specified above for the corresponding years, the Second/Third/Fourth Capital Contributions will be reduced by $0.65 for each dollar by which such amount exceeds the amount of Federal Tax Credits allocable to the Partnership for such period.

(ii) **Adjustments during compliance period**

After the Form 8609's have been issued, in the event that the actual amount of Tax Credits which may be claimed by the Partnership is less than the amount specified in such Forms, the General Partner shall reimburse the Investor on a dollar-for-dollar basis for each lost dollar of Tax Credits plus any resulting penalties or taxes due. Similarly, if there is a recapture of Tax Credits (except from the sale or transfer of the Investor's interest in the Partnership, or due to a change of applicable tax law), the General Partner shall upon demand indemnify the Investor and its partners against any Tax Credit recapture liability (including interest, penalties and any reasonable related legal or accounting costs) which they may incur during the Compliance Period.

b. **Development Deficit Guarantee.** The General Partner shall be responsible for completion of the Property in a workmanlike manner, in accordance with approved plans and specifications, free and clear of all liens. To the extent that the costs of construction and operations until the Break even Date exceed the amount of any funding by approved permanent third party lenders, any unpaid Developer Fees and the amount of the Investor's capital commitment (adjusted as set forth above), the General Partner shall pay all such costs and expenses connected with development and construction of the Property, including all operating expenses of the Property until the Break even Date has been achieved. The development budget shall include an owner’s hard cost contingency of at least 5% of the construction contract amount which shall be outside the contractor’s control. The general contractor shall provide
a payment and performance bond or a letter of credit with terms acceptable to Hudson.

c. **Operating Deficit Guarantee.** The General Partner shall make interest free loans to the Partnership (repayable from cash flow and/or sale and refinancing proceeds as described above) equal to any Operating Deficits (including the Minimum Deposit described in VII e. below and the administration fee described in VIII. a. below) incurred during the period beginning on the Breakeven Date and ending on the completion of three consecutive years of Breakeven operations, in an amount not to exceed 12 months of underwritten operating expenses in the aggregate (the “Operating Deficit Guaranty”).

An Operating Reserve in an amount equal to six months expenses and debt service shall be funded at the time of the Third Capital Contribution. The General Partner shall be obligated to fund this reserve and any draws shall require the consent of the SLP and shall be allowed only subsequent to the expiration of the Operating Deficit Guaranty. The Operating Reserve shall be maintained for the duration of the compliance period and any draws shall be replenished from Cash Flow (the “Minimum Balance”).

d. **Obligations of General Partner.** Immediately following the occurrence of any of the following events, (x) the General Partner shall admit the Special Limited Partner or its designee as the managing general partner of the Partnership and, at the option of the Investor, withdraw from the Partnership; or, (y) at the option of the Investor with respect to any of the events described in clauses (i) through (v) below, repurchase the Investor’s interest in the Partnership: (i) an IRS Form 8609 is not issued with respect to each of the buildings in the Property in a timely manner after each such building has been placed in service; (ii) the Property is not fully placed in service by December 31, 2020; (iii) the permanent loan commitment is canceled or substantially modified, and a suitable replacement loan to be approved by the Investor is not obtained or if the Property qualifies for a permanent loan not sufficient to balance the sources and uses of funds; (iv) permanent loan closing has not occurred not later than December 31, 2021; (v) the Partnership fails to meet the minimum set aside test (as defined in Section 42 of the Code) or fails to execute and record a Tax Credit Extended Use Commitment by the close of the first year of the Credit Period; (vi) the Partnership shall have been declared in default by any mortgage lender or under the tax credit allocation or foreclosure proceedings have been commenced against the Property and such default is not cured or such proceeding is not dismissed within 30 days; or (vii) there is a material violation of the Partnership Agreement by the General Partner or if the property manager is an affiliate of the General Partner, a material violation of the management agreement by the manager which causes material adverse harm to the Investor, the Partnership or the Property.

If the Investor elects to have its interest repurchased by the General Partner, the repurchase price shall be equal to 105% of the Total Equity, less amounts not yet paid, plus interest at Prime + 1%.
e. **Replacement Reserve.** Commencing with the month following Completion, the Partnership will make a minimum monthly replacement reserve deposit (the "Minimum Deposit") equal to (on an annualized basis) the greater of (i) the amount required by the permanent lender and (ii) $250/unit. The amount of the Minimum Deposit shall be increased annually by a percentage (the “CPI Percentage”). If the sum of all lender-imposed monthly replacement reserve deposits is less than the Minimum Deposit, Investor will establish a separate account into which the General Partner will deposit the difference. Any interest earned on such account shall become a part thereof.

f. **Reporting.** The Partnership will be required to furnish Investor with (a) quarterly unaudited financial statements within 45 days after the end of each quarter of the fiscal year; (b) annual audited financial statements within 60 days after the end of each fiscal year; (c) an annual budget for each fiscal year of the Partnership, not later than November 1 of the preceding year; and (d) the Partnership's tax returns and K-1 forms within 60 days after the end of each fiscal year. The penalty for any failure to deliver Partnership tax returns or K-1 forms prior to the specified deadline shall be (i) $50 per day for the first seven days after such deadline, (ii) $100 per day for the next seven days and (iii) $150 per day thereafter, provided that the amount of such penalty shall not exceed $3,000 in any year.

**VIII. Fees to Affiliates of Hudson**

a. **Administrative Expense Reimbursement.** An affiliate of Hudson shall receive an annual administrative expense reimbursement from the Partnership in the amount of $7,500, which amount shall be increased annually by the CPI Percentage. Any unpaid amounts shall accrue.

**IX. Representations, Warranties and Covenants**

The General Partner shall make certain representations and warranties as to the Partnership, the General Partner and the Property to be set forth in the Partnership Agreement.

**X. Accountants**

The Accountants for the Partnership ("Accountants") shall be CohnReznick or another firm approved by the Investor. The Accountants shall prepare tax and financial reports as set forth in the Partnership Agreement, and the Final Certification referred to in I.c., above.

**XI. Investment Partnership Rights**

The Partnership Agreement will provide certain approval rights as to major actions proposed to be taken by the General Partner. The Investor shall have the right to remove the General Partner and the Manager for cause.

**XII. Insurance**

At the closing, the General Partner shall provide for title insurance satisfactory to counsel to the Investor in an amount equal to the sum of all Capital Contributions, all mortgage loans and
the amount of any Development Fee Note. Prior to the payment of any additional installment of the Capital Contribution, a "date down" of such policy shall be provided. The General Partner shall provide for (i) liability (general and excess) insurance in an amount of at least $6,000,000 (increased biennially by the CPI Percentage), (ii) hazard insurance (including boiler and machinery coverage) and flood insurance (to the extent that the property is in a 100 year flood zone) in an amount of not less than the full replacement value of the Property, (iii) rental loss insurance for a period of 12 months after the date of loss and (iv) law and ordinance coverage with no sublimit, including changes in law and ordinances enacted during the course of reconstruction. Builder's risk insurance shall be provided during construction. Architects shall submit evidence of errors and omissions coverage, in amounts reasonably satisfactory to the Investor. Workers compensation insurance shall be provided as to any entity with employees working at the Apartment Complex. All policies shall name the Investor as an additional insured and shall otherwise be subject to Investor approval.

XIII. Indemnity Agreement

The General Partner shall indemnify the Investor, Hudson and its affiliates, and their respective officers, directors for any untrue statement of a material fact or omission to state a material fact necessary to make any such statement, in light of the circumstances under which they were made, not misleading, by the General Partner or its agents set forth in any document delivered by the General Partner or its agents in connection with the acquisition of the Property, the investment by the Investor in the Partnership and the execution of the Partnership Agreement.

XIV. General Conditions

Payment of the Second/Third/Fourth Capital Contributions shall be conditioned upon completion of an appropriate due diligence review by the Investor to confirm that there have been no changes in material circumstances affecting the Property, including (i) receipt of estoppel letter(s) from all lenders, (ii) review of title (including a "date-down" endorsement), survey, environmental and other legal and regulatory matters, (iii) receipt of a "date-down" legal opinion from counsel to the Partnership and (iv) certification by the General Partner as to the continued accuracy of representations and warranties made in the Partnership Agreement.

XV. Right of First Refusal

The General Partner and Developer shall grant Hudson a right of first refusal to purchase any Tax Credits generated by any subsequent phase of the Property which may be developed. Any terms and conditions of such purchase (other than the price and timing of equity payments) shall be on substantially the same terms as this letter.
XVI. Conditions to Closing

Hudson has completed the following due diligence as of the issuance of this letter:

1. Evaluated the financial feasibility of the Project including the site location;
2. Reviewed the financial capacity of the guarantor;
3. Reviewed the financial capacity and experience of the general contractor.

Closing of this transaction is contingent upon the following:

1. Completion of Hudson’s final due diligence and underwriting process, including but not limited to, approval of the final plan and cost review and receipt of all zoning and plan approvals;
2. Receipt of an allocation of 9% Federal Tax Credits from TDHCA in the annual amount of $1,500,000;
3. Closing of the Construction Loan with a lender acceptable to Hudson.

Hudson is aware that Fulton on the Rail is expecting to close before October 31, 2018 and will work with the parties involved to ensure the deadline is met.

At closing, Hudson shall be reimbursed up to $50,000 for its legal and due diligence related expenses. The General Partner understands that any consultant, engineering, environmental or other, selected for the project shall be acceptable to the lender and to the equity investor and that the Partnership shall bear the cost of fees associated with pre-construction feasibility studies, structural analysis, and monthly inspections. In the event this commitment is terminated or the transaction does not close, Hudson shall be reimbursed for its legal and due diligence expenses incurred to date.

Additionally, approval of this transaction is subject to Hudson’s final Investment Committee approval in its sole and absolute discretion. Specifically, the Tax Credit Ratio and Total Capital Contribution identified in Section I are based on current market conditions. Any substantial change in such market conditions, including but not limited to higher interest rates, shall cause the Investor, in its sole discretion, to modify the Tax Credit Ratio.
By executing this commitment and in consideration of the substantial expenses to be incurred by Hudson and its affiliates in legal and accounting fees and for due diligence, you agree that you and your affiliates will not offer any interest in the Property to any other party unless this commitment is terminated by mutual consent or unless you are notified that, pursuant to its due diligence, the Investor will not complete its investment in the Partnership, which notification shall be given not later than 45 days from our receipt of this commitment executed by you, subject to extension in the event of any delay on your part in furnishing the requested due diligence materials. This commitment will terminate on August 31, 2018.

Sincerely,

Hudson Housing Capital LLC

By: ______________________
Joshua Lappen
Vice President

ACCEPTED AND AGREED TO
THIS _____ DAY OF ______, 2018

By: ______________________
Name:
Title:
February 23, 2018

Houston 5009 Fulton, LP
9 Greenway Plaza Suite 1250
Houston, TX 77046

RE: Conditional Grant Commitment
TDHCA Application no. 18337
Fulton on the Rail

Dear Mr. Chris Akbari:

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**: Houston 5009 Fulton, LP

2. **TOTAL GRANT AMOUNT**: $500

3. **COMMITMENT CANCELLATION**: This commitment shall be deemed cancelled and void upon the event of any of the following: a) withdrawal of the application by applicant, or b) upon TDHCA’s termination or cancellation, if any, of the application or subsequent tax credit award letter, or c) failure to receive a 2018 award of tax credits from TDHCA

Please indicate your acceptance and agreement with the above terms and conditions by executing this letter agreement below. Please return the original to me and keep a copy for your records. This commitment shall remain in effect for no more than 30 days from the above date unless it is accepted and fully executed by all parties within that 30-day period. Beyond that expiration date this commitment shall be null and void. This commitment shall not be transferable or assignable by the applicant or to any other party.
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:

Houston 5009 Fulton, LP

By: [Signature] Date: 2/26/2019
Name: Christopher [Name]
Title: [Title]
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:

   - If attempting to score as a Qualified Nonprofit, Application is applying under the Nonprofit Set-Aside
   - 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
   - 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: 30.00%
     - Cash flow from operations: 10.000%
     - Developer Fee: 10.000%
     - Total: 50.00%
   - 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.
   - The Qualified Nonprofit or certified HUB has experience directly related to the housing industry. Mark all that apply and provide a detailed narrative describing experience in each category:
     - Property Management
     - Construction
     - Development
     - Financing
     - Compliance
   - No Principals of the Qualified Nonprofit or HUB are related Parties to any other Principals of the Applicant or Developer.
   - Evidence of experience in the housing industry and a statement regarding material participation are provided behind this tab.

   Points Claimed: 2

2. Application is attempting to score as a participating Nonprofit or certified HUB and meets the criteria below:

   - 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 and woman-owned businesses as HUBs and is designed to facilitate the participation of minority and woman-owned businesses in state agency procurement opportunities.

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 http://www.window.state.tx.us/ procurement/cmbl/hubonly.html. Provided that your company continues to meet HUB eligibility requirements, the enclosed HUB certificate is valid for four years.

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 reference the enclosed pamphlet for additional resources, such as the state’s Centralized Master Bidders List (CMBL), that can increase your chance 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: 1810838067800
File/Vendor Number: 495478
Approval Date: 12-FEB-2016
Scheduled Expiration Date: 12-FEB-2020

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

JESHURUN CONSULTING 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 12-FEB-2016, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business’ application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Paul Gibson, Statewide HUB Program Manager
Texas Procurement and Support Services

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (http://www.window.state.tx.us/procurement/cmbl/cmblhub.html) or by contacting the HUB Program at 1-888-863-5881 or 512-463-5872.

Rev. 01/15
Statement Regarding Experience in the Housing Industry and Material Participation in the Development

Jeshurun Consulting, LLC (Jeshurun) is a certified Texas Historically Underutilized Business whose principal, Raynold Richardson has been active in the affordable housing industry since 1993. See attached resume for Raynold Richardson.

Jeshurun is a 10% member of the general partner and co-developer for Fulton on the Rail and will materially participate in the development throughout the compliance period. Jeshurun will perform decision making related to the development, will conduct regular site visits to ensure proper operation and physical condition, and will provide oversight over the property management company.
J. Allen Management Company  
**Vice-President**  
**Beaumont, TX**  
*February 2016 – Present*

Oversee the operations of thirty-eight apartment communities in Houston, Port Arthur, Beaumont, Lufkin, Bridge City, Odessa, Fort Worth, Lubbock, Amarillo, Center, San Augustine, College Station and Lake Charles, Louisiana, consisting in excess of 4,800 units. The developments consist of loans under HUD Section 223f, 221d4, 202, 811, 100% Project Based Assisted with several inclusive of TDHCA HTC, TSAHC Bonds, HOME, and CDBG dollars. Responsible for oversight of Managers, Assistant Managers, Leasing Agents, Maintenance personnel, day-to-day operations and all related compliance issues for 200 employees. Serve as J. Allen Management’s multifamily expert and the successful client relationships with governmental entities.

Jeshurun Development LLC  
**President**  
**Houston, TX**  
*December 2016 - Present*

Jeshurun Development engages in business relative to the purchase, operation, development, construction, financing, leasing and sale of apartment developments or ownership interests in apartment developments. To date Jeshurun has ownership interest in one 80-unit 9% HTC property and is in negotiation relative the purchase of a Senior Citizen Section 202, 160 unit property (rehab 4% HTC/FHA financing) and one 100% Section 8 Project Based, 258 unit property (4 % HTC/conventional financing).

Jeshurun Consulting LLC  
**President**  
**Houston, TX**  
*December 2015 – Present*

Jeshurun Consulting provides services to all clients relative the purchase, operation, development, financing, leasing and sale of apartment developments. Provides consulting services to HUD client’s relative FHA financing, Section 8 Project Based program, Section 202 Elderly and Section 811 programs. Facilitate and process and documentation relative to all HUD multifamily housing programs.

O3 Restoration, LLC  
**President**  
**Houston, TX**  
*September 2017 - Present*

O3 Restoration is a newly developed company that utilizes ozone generators to deodorize, disinfect, sanitize, and sterilize in order to eradicate, bacteria, mold, mildew, cysts, yeast, viruses, bacteria, cigarette smoke odor, algae, protozoan, insects and other pathogens. **What is it?** Ozone is an oxidant. Ozone (O3), sometimes called “activated oxygen,” or “triatomic oxygen”, contains three atoms of oxygen rather than the two atoms we normally breathe. Ozone is the most powerful oxidant in the world and can be used to destroy bacteria, viruses, and odors. **How does it work?** The third oxygen atom of ozone makes it extremely reactive. This atom readily attaches itself to other odor molecules. When contaminants such as odors, bacteria or viruses make contact with ozone, their chemical structure is changed to less odorous compounds. As more ozone attacks the remaining compounds, the odor is eventually destroyed. This is called oxidation. Ozone reverts back to oxygen after it is used. Applications for use will be residential rental properties, homesteads, hotels, motels, apartment complexes, food processing facilities, garages, attics, shipping & storage containers, musty basement odors, work out & laundry rooms, cars, ships and trains.
Dept. of HUD, Office of Multifamily Housing
Southwest Regional Center
Director, Asset Management Division
October 2014 – January 2016

Responsible for the proper delivery of the Multifamily Housing Asset Management programs. I served as the principal advisor to the Deputy Assistant Secretary, Multifamily Housing, and the Multifamily Southwest Regional Director, with regard to activities within my assigned four state geographical areas (Texas, New Mexico, Arkansas, and Louisiana). I had staff assigned in six cities, Albuquerque, Fort Worth, Little Rock, New Orleans, Houston and San Antonio. The jurisdictional portfolio consisted of 3,484 developments with a monetary value in excess of $10 billion dollars. Supervised a subordinate staff of 62 which included five Branches that consisted of, (5) Branch Chiefs; Asset Resolution Specialists; Senior Account Executives; Account Executives; Funding Specialists; Grant Specialist; Program Analyst; and Program Assistants. The five Branches and teams I supervised assisted and advised clients in meeting HUD Asset Management program requirements.

Responsible for managing all communications between the assigned Southwest Region and Headquarters, general issues from the public related to asset management, including HUD property ownership and management. I was responsible for all matters affecting the condition of the properties and the related performance of the management for insured, assisted and unassisted multifamily properties. I had extensive and detailed practical knowledge of a wide range of policies and procedures for the origination and servicing of the FHA multifamily mortgage insurance programs, the Section 202 and 811 Capital Advance programs, LIHTC, Bond and the Section 8 Project Based and other rental assistance programs.

Responded to requests from outside parties including property owners, property managers, lenders and other stakeholders for interpretation of policy, waiver of regulations, and property management and ownership issues. I provided assistance related to financing issues such as bond refunding and prepayment issues, mortgage lockouts and statutory limitations, and property sales as part of a prepayment and refinance transaction to stakeholders.

Defined broad policy objectives of the Division to effectuate legislative, regulatory, and administrative goals, policies, and procedures with respect to asset management programs. Served as the primary focal point coordinating technical or programmatic issues related to the implementation of asset management programs in the Southwest Region jurisdiction. I served as the senior official in the Southwest Region for Asset Management activities and programs, including project servicing. Responsible for oversight and coordinating between Multifamily Production activities and Asset Management activities in order to assure that programs are delivered in a consistent and effective manner.

Dept. of HUD, Office of Multifamily Housing
Houston, TX
Director, Multifamily Housing
February 2000 – September 2014

Managed the customer service and program functions related to underwriting; asset management; refinancing and preservation; mortgage note sale coordination; administering assisted housing programs, grants, capital advances and loans, including reviewing Section 8 activities by contract administrators for the Program Center; training program intermediaries; responding to inquiries from, and problems of, consumers, program participants, and other interested parties in Multifamily Housing programs; enforcement action coordination with the Departmental Enforcement Center and the Office of Inspector General; and maintaining liaison and outreach activities to program intermediaries and other various HUD clients. Directed a subordinate staff of 25 which included Supervisory Project Managers; Appraisers; Senior Project Managers; Project Managers; Funding Specialist; and, Program Assistants.
Managed the customer service and program functions such as, but not limited to the Section 8 Voucher Housing Voucher; Certificate and Moderate Rehabilitation Programs; Capital Fund Programs (HOPE 6, development, modernization, and Federal Housing Standards compliance; Management Assessment Programs (SEMAP); Operating Fund programs; and resident self-sufficiency programs. Directed a subordinate of 9 staff consisting of Program Analyst; Public Housing Revitalization Specialists; Financial Analysts; General Engineers; and Program Support Assistant.

Exercised full managerial control over customer service and program functions of the Asset Management Branch. I advised the Director relative the most cost-effective manner in achieving Secretarial goals and priorities. The asset management portfolio consisted in excess of 322 multifamily housing developments of subsidized (Section 8) and non-subsidized. Managed/Supervised subordinate staff 19 consisting of Team Leaders; Staff Accountant; Project Managers; Housing Management Specialist; and Program Assistants.

Exercised managerial control over customer service and program functions of the Loan Management Section. I performed supervisory duties such as work planning, delegation of assignments, staff assistance and direction. I coordinated planning work efforts within and between the Multifamily CRS TRACS and Voucher Sections ensuring equitable distribution of workload. I deployed staff, conducted job placement interviews, presented prepared work planning, coordinated all funding relative to Section 8 Contracts, Operating Assistance Loans, Contract Fee Inspectors, Physical Inspections for HUD-insured and subsidized assets. Supervised subordinate staff of 13 consisting of Staff Accountant; Project Managers; Occupancy Specialist; and Clerks.

EDUCATION
El Centro Junior College (1980) Dallas, TX
Houston Community College (1982, 1983, 1988) Houston, TX
HUD Community First Leadership Program - DePaul University - 2/1997 & 12/1996 Chicago, IL
MFH Executive Development Program University of Maryland - 5/30/1996-6/2/1996 College Park, MD

CERTIFICATIONS
Certified Manager of Housing - National Center of Housing Management - 8/17/1989
Certified Occupancy Specialist - National Center of Housing Management - 1/2/1987

BOARD AFFILIATIONS
Full Gospel Church of Love in Christ, Inc. – Board Chairman – October 2014 – Present
Rainbow Housing Assistance Corporation – Board Member – January 2017 - Present

ADDITIONAL SKILLS
Excellent Public Speaking
Excellent Customer Relations
National HUD Instructor/Trainer Multifamily Asset Management
Proficient in Microsoft Windows, Excel, Word, Access and Power Point
Member National HUD Team Neighborhood Networks Initiative 1996-1998
AWARDS/ACCOMPLISHMENTS

-Certificate of Appreciation – Regional Administrator’s Medallion Award - For Exceptional Contribution To The Success of The Department – From Mark J. Brezina, Acting Regional Administrator, HUD Region VI – 6/17/2013

-Oustanding Performance Ratings/Awards - Director, Multifamily Housing Program Center - 2/2006 thru 9/30/2014

-Oustanding Performance Rating/Award – Director, Asset Mgmt. Division, Fort Worth – 10/2014 thru 9/30/1015

-Certificate of Appreciation – Job Well Done Recruitment & Hiring HUD – From David Stevens, Asst. Secretary for Housing, Federal Housing Commissioner and Janie L. Payne, Chief Human Capital Officer – 9/2010

-Speaker Certificate of Appreciation – Marrying Low Income Housing Tax Credits with HUD Financing -Texas Affiliation of Affordable Housing Providers - 7/26/2010

-Presenter – HUD Programs -Annual Convention of the Rural Rental Housing Associate of Texas – 7/7/2010

-Executive Leadership in Communication TCU Neeley School of Business Fort Worth, TX - 9/28/2011


-HUD Mentor (HUD Mentoring Program 2004)

-Certificate of Merit – Member MF Housing Project Managers Training Team – HUD Secretary Andrew Cuomo – 9/1998


-Letter of Commendation - Instructor Project Manager Transitional Training 2020 - New York State Office 1/12/1998

-Instructor Certificate of Appreciation - Project Manager Transitional Training - New York/New Jersey HUD Office - 12/5/1997


-Speaker - National Association of Home Builders - Neighborhood Networks - Houston, TX - 1/1997

-Hammer Award (National Performance Review) - Neighborhood Networks - Al Gore, Vice-President United States - 12/1996


-National Instructor - National Training HUD MFH - Specialized Asset Mgmt. - St. Louis, MO - 9/9-13/1996

-National Instructor - National Training HUD MFH - Specialized Asset Mgmt. - Detroit, MI - 9/16-22/1995


-Instructor Certificate of Appreciation - Association of Housing Mgmt. Agents (AHMA) - 3/19-20/1990


-Naval Meritorious Unit Commendation Award - Diego Garcia Project - 3/21/1989


-Letter of Commendation - Outstanding Performance, IG Inspection U.S. Army - 10/26/1977

REFERENCES
Robert Iber, Acting Deputy Assistant Secretary, Multifamily Housing
U.S. Dept. of HUD
451 7th Street, Room 6106
Washington, DC  20410
PH:  (410) 209-6549

Marilyn Edge, Acting Director, Asset Management & Portfolio Oversight
U.S. Dept. of HUD
451 7th Street, Room 6162
Washington, DC  20410
PH:  (202) 402-2078

Mary Walsh, Regional Director
Southwest Multifamily Regional Center
U.S. Dept. of HUD, Region VI
801 Cherry Street, Unit #45, Suite 2500
Fort Worth, TX  76102
PH:  (817) 978-5766

William Daley, Regional Counsel
U.S. Dept. of HUD, Region VI
801 Cherry Street, Unit #45, Suite 2500
Fort Worth, TX  76102
PH:  (817) 978-5990

Kelly Haines, President
NE Management
853 North Cowan
Lewisville, TX  75057
PH:  (469) 899-8000  X418
Cell:  (314) 297-7018
**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:**

![Organization Chart Diagram]

Note that the percent refers to the entity to which the Person is directly connected, not to the whole Development Owner.

Information about Organizations that will own or control the Applicant or other related organizations will be provided in the List of Organizations with an Ownership Special Interest in the Applicant form.

**If a revised chart is submitted, include date of submission!**
Fulton on the Rail
Owner Organizational Chart

**HUB Participation**
- 30% GP Interest
- 10% Cash Flow
- 10% Developer Fee

**Persons with Control Over Owner**
- ITEX Partners, LLC
- The ITEX Group, LLC
- Christopher A. Akbari

---

Houston 5009 Fulton, LP
Owner Entity

Houston 5009 Fulton GP, LLC
0.01% General Partner

TBD Syndicator
99.99% - Member

AHDPC Holdings, LLC
1% Member | 10% Cash Flow

Jeshurun Consulting LLC
30% HUB Member | 10% Cash Flow

ITEX Partners, LLC
69% Member | 80% Cash Flow

The ITEX Group, LLC
80% Member
Mgr: The ITEX Group Management, LLC

Christopher A. Akbari
20% Member/Manager

Christopher A. Akbari
30% Member

The Akbari Family Dynasty Trust
FBO Christopher Ali Akbari U/A
Trustee - Christopher A. Akbari
70% Member
**Persons with Control Over Co-Developers**

- ITEX Development, LLC - The ITEX Group, LLC; Christopher A. Akbari
- Jeshurun Consulting, LLC - Raynold Richardson
- AHDPC Holdings, LLC - Gerald Womack
Persons with Control Over Guarantors
ITEX Partners, LLC
The ITEX Group, LLC
Christopher A. Akbari
**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>Organization Legal Name</th>
<th>Role/Title</th>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
</tr>
</thead>
<tbody>
<tr>
<td>AHDPC Holdings, LLC</td>
<td>Member of GP and Co-Developer</td>
<td>4412 Almeda Road</td>
<td>Houston</td>
<td>TX</td>
<td>77004</td>
</tr>
<tr>
<td>ITEX Development, LLC</td>
<td>Co-Developer</td>
<td>3735 Honeywood Court</td>
<td>Port Arthur</td>
<td>TX</td>
<td>77642</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name(s) of Entities the Organization Owns or Controls</th>
<th>Role/Title</th>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
</tr>
</thead>
<tbody>
<tr>
<td>AHDPC Holdings, LLC</td>
<td></td>
<td>3735 Honeywood Court</td>
<td>Port Arthur</td>
<td>TX</td>
<td>77642</td>
</tr>
<tr>
<td>Jeshurun Consulting, LLC</td>
<td></td>
<td>3735 Honeywood Court</td>
<td>Port Arthur</td>
<td>TX</td>
<td>77642</td>
</tr>
<tr>
<td>ITEX Partners, LLC</td>
<td></td>
<td>3735 Honeywood Court</td>
<td>Port Arthur</td>
<td>TX</td>
<td>77642</td>
</tr>
<tr>
<td>Gerald Womack</td>
<td></td>
<td>4412 Almeda Road</td>
<td>Houston</td>
<td>TX</td>
<td>77004</td>
</tr>
<tr>
<td>The ITEX Group, LLC</td>
<td></td>
<td>3735 Honeywood Court</td>
<td>Port Arthur</td>
<td>TX</td>
<td>77642</td>
</tr>
<tr>
<td>Organization Legal Name</td>
<td>Role/Title</td>
<td>Developer; Member of ITEX Group, LLC</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>-------------------------</td>
<td>------------</td>
<td>-----------------------------------</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Address: 3735 Honeywood Court</td>
<td>City: Port Arthur</td>
<td>State: TX</td>
<td>Zip: 77642</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Name(s) of Entities the Organization Owns or Controls: ITEX Partners, LLC</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Organization legally formed? Yes</td>
<td>Date formed: 7/8/2009</td>
<td>Legal Org is or will be: Limited Liability Company</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Previous TDHCA Experience? Yes</td>
<td>Phone: (409) 724-0020</td>
<td>Email: <a href="mailto:apps@itexgrp.com">apps@itexgrp.com</a></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Organization is identified on Org. Chart: Yes</td>
<td>Ability to exercise Control over the Development? Yes</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>List of Sub-Entities or Principals:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Christopher A. Akbari</td>
<td>TDHCA Experience: Yes</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. The Akbari Family Dynasty Trust, FBO Christopher Ali Akbari</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Organization Legal Name: Jeshurun Consulting LLC | Role/Title: Member of GP and Co-Developer |
| Address: 7505 Haywood Drive | City: Houston | State: TX | Zip: 77061 |
| Name(s) of Entities the Organization Owns or Controls: Houston 5009 Fulton GP, LLC |
| Organization legally formed? Yes | Date formed: 12/15/2015 | Legal Org is or will be: Limited Liability Company |
| Previous TDHCA Experience? No | Phone: (713) 398-4174 | Email: raye.richardson@yahoo.com |
| Organization is identified on Org. Chart: Yes | Ability to exercise Control over the Development? No |
| List of Sub-Entities or Principals: |
| 1. Raynold Richardson | TDHCA Experience: Yes |
| 2. |
| 3. |

| Organization Legal Name: ITEX Partners, LLC | Role/Title: Member of GP |
| Address: 3735 Honeywood Court | City: Port Arthur | State: TX | Zip: 77642 |
| Name(s) of Entities the Organization Owns or Controls: Houston 5009 Fulton GP, LLC |
| Organization legally formed? Yes | Date formed: 1/8/2007 | Legal Org is or will be: Limited Liability Company |
| Previous TDHCA Experience? Yes | Phone: (409) 724-0020 | Email: apps@itexgrp.com |
| Organization is identified on Org. Chart: Yes | Ability to exercise Control over the Development? Yes |
| List of Sub-Entities or Principals: |
| 1. The ITEX Group, LLC | TDHCA Experience: Yes |
| 2. Christopher A. Akbari | TDHCA Experience: Yes |
| 3. |

| Organization Legal Name: The Akbari Family Dynasty Trust, FBO Christopher Ali Akbari | Role/Title: Member of The ITEX Group, LLC |
| Address: 3735 Honeywood Court | City: Port Arthur | State: TX | Zip: 77642 |
| Name(s) of Entities the Organization Owns or Controls: Member of The ITEX Group, LLC |
| Organization legally formed? Yes | Date formed: 9/17/2009 | Legal Org is or will be: Limited Liability Company |
| Previous TDHCA Experience? Yes | Phone: (409) 724-0020 | Email: apps@itexgrp.com |
| Organization is identified on Org. Chart: Yes | Ability to exercise Control over the Development? No |
| List of Sub-Entities or Principals: |
| 1. Christopher A. Akbari | TDHCA Experience: Yes |
| 2. |
| 3. |
**Previous Participation Form**

Form must be completed separately for each entity (i.e. person, organization, etc.) that has or will have a controlling interest or oversight in the contract, award, agreement, or ownership transfer being considered. This form should also be completed for each board member, individual with signature authority, executive director, or elected official that represents the person/entity (as applicable).

**Person/Role:**

Houston 5009 Fulton, LP

**Email Address:**

apps@itexgrp.com

**City & State of Home Addr:**

Port Arthur, TX

**Applicant Legal Name:**

Houston 5009 Fulton, 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>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

<table>
<thead>
<tr>
<th>Community Affairs:</th>
<th>CEAP</th>
<th>DOE</th>
<th>HHSP</th>
<th>WAP</th>
</tr>
</thead>
<tbody>
<tr>
<td>HOME:</td>
<td>CSBG</td>
<td>ESG</td>
<td>LIHEAP</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>
Form must be completed separately for each entity (i.e. person, organization, etc.) that has or will have a controlling interest or oversight in the contract, award, agreement, or ownership transfer being considered. This form should also be completed for each board member, individual with signature authority, executive director, or elected official that represents the person/entity (as applicable).

<table>
<thead>
<tr>
<th>Person/Role:</th>
<th>Houston 5009 Fulton GP, LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Email Address:</td>
<td><a href="mailto:apps@itexgrp.com">apps@itexgrp.com</a></td>
</tr>
<tr>
<td>City &amp; State of Home Addr:</td>
<td>Port Arthur, TX</td>
</tr>
<tr>
<td>Applicant Legal Name:</td>
<td>Houston 5009 Fulton, LP</td>
</tr>
</tbody>
</table>

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, RHD), and BOND) that you have controlled at any time.

- By selecting this box I certify that I have no prior experience with any TDHCA administered affordable rental program.

<table>
<thead>
<tr>
<th>TDHCA ID#</th>
<th>Property Name</th>
<th>Property City</th>
<th>Program</th>
<th>Control began (mm/yy)</th>
<th>Control End (mm/yy)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

<table>
<thead>
<tr>
<th>Community Affairs:</th>
<th>CEAP</th>
<th>DOE</th>
<th>HHSP</th>
<th>WAP</th>
</tr>
</thead>
<tbody>
<tr>
<td>HOME:</td>
<td>CSBG</td>
<td>ESG</td>
<td>LIHEAP</td>
<td></td>
</tr>
<tr>
<td></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

Form must be completed separately for each entity (i.e. person, organization, etc.) that has or will have a controlling interest or oversight in the contract, award, agreement, or ownership transfer being considered. This form should also be completed for each board member, individual with signature authority, executive director, or elected official that represents the person/entity (as applicable).

<table>
<thead>
<tr>
<th>Person/Role:</th>
<th>ITEX Partners, LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Email Address:</td>
<td><a href="mailto:apps@itexgrp.com">apps@itexgrp.com</a></td>
</tr>
<tr>
<td>City &amp; State of Home Addr:</td>
<td>Port Arthur, TX</td>
</tr>
<tr>
<td>Applicant Legal Name:</td>
<td>Houston 5009 Fulton, LP</td>
</tr>
</tbody>
</table>

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, RHD), and BOND) that you have controlled at any time.

   By selecting this box I certify that I have no prior experience with any TDHCA administered affordable rental program.

<table>
<thead>
<tr>
<th>TDHCA ID#</th>
<th>Property Name</th>
<th>Property City</th>
<th>Program</th>
<th>Control began (mm/yy)</th>
<th>Control End (mm/yy)</th>
</tr>
</thead>
<tbody>
<tr>
<td>07093</td>
<td>Cypresswood Crossing</td>
<td>Orange</td>
<td>HTC</td>
<td>08/07</td>
<td></td>
</tr>
<tr>
<td>07189</td>
<td>Sunlight Manor</td>
<td>Beaumont</td>
<td>HTC</td>
<td>08/07</td>
<td></td>
</tr>
<tr>
<td>07905</td>
<td>Orange Navy Homes</td>
<td>Orange</td>
<td>HTC, CDBG</td>
<td>08/07</td>
<td></td>
</tr>
<tr>
<td>07907</td>
<td>Virginia Estates</td>
<td>Beaumont</td>
<td>CDBG</td>
<td>08/07</td>
<td></td>
</tr>
<tr>
<td>08174</td>
<td>Oakleaf Estates</td>
<td>Silsbee</td>
<td>HTC</td>
<td>08/08</td>
<td></td>
</tr>
<tr>
<td>09183</td>
<td>Gracelake Townhomes</td>
<td>Beaumont</td>
<td>HTC</td>
<td>08/09</td>
<td></td>
</tr>
<tr>
<td>09805</td>
<td>Orange Navy II</td>
<td>Orange</td>
<td>HTC, CDBG</td>
<td>11/09</td>
<td></td>
</tr>
<tr>
<td>09807</td>
<td>2101 Church Street</td>
<td>Galveston</td>
<td>HTC, CDBG</td>
<td>11/09</td>
<td></td>
</tr>
<tr>
<td>10238</td>
<td>Prince Hall Plaza</td>
<td>Navasota</td>
<td>HTC</td>
<td>08/10</td>
<td></td>
</tr>
<tr>
<td>13409</td>
<td>Park Central</td>
<td>Port Arthur</td>
<td>HTC, CDBG</td>
<td>09/13</td>
<td></td>
</tr>
<tr>
<td>13428</td>
<td>Village at Palm Center</td>
<td>Houston</td>
<td>HTC, CDBG</td>
<td>06/14</td>
<td></td>
</tr>
<tr>
<td>15110</td>
<td>Place of Grace</td>
<td>Beaumont</td>
<td>HTC</td>
<td>07/15</td>
<td></td>
</tr>
<tr>
<td>15116</td>
<td>The Carlyle</td>
<td>China</td>
<td>HTC</td>
<td>07/15</td>
<td></td>
</tr>
<tr>
<td>15414</td>
<td>Retreat at Westlock</td>
<td>Houston ETJ</td>
<td>HTC</td>
<td>07/15</td>
<td></td>
</tr>
<tr>
<td>02099</td>
<td>Norma's Plaza (fka Sunrise Village Apts)</td>
<td>Houston</td>
<td>HTC</td>
<td>04/17</td>
<td></td>
</tr>
<tr>
<td>17208</td>
<td>Waverly Village</td>
<td>New Waverly</td>
<td>HTC</td>
<td>07/17</td>
<td></td>
</tr>
<tr>
<td>17736</td>
<td>Providence at Ted Trout Drive</td>
<td>Hudson</td>
<td>HTC, HOME</td>
<td>07/17</td>
<td></td>
</tr>
<tr>
<td>17411</td>
<td>Villa Americana</td>
<td>Houston</td>
<td>HTC</td>
<td>01/18</td>
<td></td>
</tr>
</tbody>
</table>

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

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

   | Community Affairs: | CEAP | DOE | HHSP | WAP |
   | HOME:              | CSBG | ESG | LIHEAP |     |
   | HTF/OCI:           | CFDC | HBA | PWD | TBRA |
   | Other:             | DR | HRA | SFD |     |
   |                   | AYBR | Bootstrap | CFDC | Self-Help |
   |                   |     |       |     | NSP   |
Previous Participation Form

Form must be completed separately for each entity (i.e. person, organization, etc.) that has or will have a controlling interest or oversight in the contract, award, agreement, or ownership transfer being considered. This form should also be completed for each board member, individual with signature authority, executive director, or elected official that represents the person/entity (as applicable).

Person/Role: The ITEX Group, LLC
Email Address: apps@itexgrp.com
City & State of Home Addr: Port Arthur, TX
Applicant Legal Name: Houston 5009 Fulton, 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>
</tr>
</thead>
<tbody>
<tr>
<td>08174</td>
<td>Oakleaf Estates</td>
<td>Silsbee</td>
<td>HTC</td>
<td>08/08</td>
<td></td>
</tr>
<tr>
<td>09183</td>
<td>Gracelake Townhomes</td>
<td>Beaumont</td>
<td>HTC</td>
<td>08/09</td>
<td></td>
</tr>
<tr>
<td>09800</td>
<td>Arthur Robinson</td>
<td>Orange</td>
<td>HTC, CDBG</td>
<td>11/09</td>
<td></td>
</tr>
<tr>
<td>09803</td>
<td>Union Acres</td>
<td>Center</td>
<td>HTC, CDBG</td>
<td>11/09</td>
<td></td>
</tr>
<tr>
<td>09805</td>
<td>Orange Navy II</td>
<td>Orange</td>
<td>HTC, CDBG</td>
<td>11/09</td>
<td></td>
</tr>
<tr>
<td>09807</td>
<td>2101 Church Street</td>
<td>Galveston</td>
<td>HTC, CDBG</td>
<td>11/09</td>
<td></td>
</tr>
<tr>
<td>10238</td>
<td>Prince Hall Plaza</td>
<td>Navasota</td>
<td>HTC</td>
<td>08/10</td>
<td></td>
</tr>
<tr>
<td>10239</td>
<td>Prince Hall Gardens</td>
<td>Fort Worth</td>
<td>HTC</td>
<td>08/10</td>
<td></td>
</tr>
<tr>
<td>11030</td>
<td>Pine Ridge Manor</td>
<td>Crockett</td>
<td>HTC</td>
<td>08/11</td>
<td></td>
</tr>
<tr>
<td>11055</td>
<td>Pilgrim Valley Manor</td>
<td>Fort Worth</td>
<td>HTC</td>
<td>08/11</td>
<td></td>
</tr>
<tr>
<td>13409</td>
<td>Park Central</td>
<td>Fort Worth</td>
<td>HTC, CDBG</td>
<td>09/13</td>
<td></td>
</tr>
<tr>
<td>13424</td>
<td>Sikes Road</td>
<td>Orange</td>
<td>HTC, CDBG</td>
<td>12/13</td>
<td></td>
</tr>
<tr>
<td>13426</td>
<td>Velma Jeter</td>
<td>Orange</td>
<td>HTC, CDBG</td>
<td>12/13</td>
<td></td>
</tr>
<tr>
<td>13428</td>
<td>Village at Palm Center</td>
<td>Houston</td>
<td>HTC, CDBG</td>
<td>06/14</td>
<td></td>
</tr>
<tr>
<td>14405</td>
<td>Pine Grove</td>
<td>Orange</td>
<td>HTC, CDBG</td>
<td>07/14</td>
<td></td>
</tr>
<tr>
<td>15110</td>
<td>Place of Grace</td>
<td>Beaumont</td>
<td>HTC</td>
<td>07/15</td>
<td></td>
</tr>
<tr>
<td>15116</td>
<td>The Carlyle</td>
<td>China</td>
<td>HTC</td>
<td>07/15</td>
<td></td>
</tr>
<tr>
<td>15414</td>
<td>Retreat at Westlock</td>
<td>Houston ETJ</td>
<td>HTC</td>
<td>07/15</td>
<td></td>
</tr>
<tr>
<td>17412</td>
<td>Pathways at Gaston Place</td>
<td>Austin</td>
<td>HTC</td>
<td>04/17</td>
<td></td>
</tr>
<tr>
<td>02099</td>
<td>Norma's Plaza (fka Sunrise Village Apts)</td>
<td>Houston</td>
<td>HTC</td>
<td>04/17</td>
<td></td>
</tr>
<tr>
<td>17208</td>
<td>Waverly Village</td>
<td>New Waverly</td>
<td>HTC</td>
<td>07/17</td>
<td></td>
</tr>
<tr>
<td>17736</td>
<td>Providence at Ted Trout Drive</td>
<td>Hudson</td>
<td>HTC, HOME</td>
<td>07/17</td>
<td></td>
</tr>
<tr>
<td>17411</td>
<td>Villa Americana</td>
<td>Houston</td>
<td>HTC</td>
<td>01/18</td>
<td></td>
</tr>
</tbody>
</table>

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

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

<table>
<thead>
<tr>
<th>Community Affairs:</th>
<th>CEAP</th>
<th>DOE</th>
<th>HHSP</th>
<th>WAP</th>
</tr>
</thead>
<tbody>
<tr>
<td>CSBG</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HOME:</td>
<td>CFDC</td>
<td>HBA</td>
<td>PWD</td>
<td>TBRA</td>
</tr>
<tr>
<td>DR</td>
<td></td>
<td></td>
<td></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>Participation in HOME more than 3 years ago</td>
<td>NSP</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Previous Participation Form

Form must be completed separately for each entity (i.e. person, organization, etc.) that has or will have a controlling interest or oversight in the contract, award, agreement, or ownership transfer being considered. This form should also be completed for each board member, individual with signature authority, executive director, or elected official that represents the person/entity (as applicable).

Person/Role:  The Akbari Family Dynasty Trust FBO Christopher Ali Akbari U/A Trustee - Christopher A. Akbari
Email Address:  apps@itexgrp.com
City & State of Home Addr:  Port Arthur, TX
Applicant Legal Name:  Houston 5009 Fulton, 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>
</tr>
</thead>
<tbody>
<tr>
<td>15110</td>
<td>Place of Grace</td>
<td>Beaumont</td>
<td>HTC</td>
<td>07/15</td>
<td></td>
</tr>
<tr>
<td>15116</td>
<td>The Carlyle</td>
<td>China</td>
<td>HTC</td>
<td>07/15</td>
<td></td>
</tr>
<tr>
<td>15414</td>
<td>Retreat at Westlock</td>
<td>Houston ETJ</td>
<td>HTC</td>
<td>07/15</td>
<td></td>
</tr>
<tr>
<td>17412</td>
<td>Pathways at Gaston Place</td>
<td>Austin</td>
<td>HTC</td>
<td>04/17</td>
<td></td>
</tr>
<tr>
<td>02099</td>
<td>Norma's Plaza (fka Sunrise Village Apts)</td>
<td>Houston</td>
<td>HTC</td>
<td>04/17</td>
<td></td>
</tr>
<tr>
<td>17208</td>
<td>Waverly Village</td>
<td>New Waverly</td>
<td>HTC</td>
<td>07/17</td>
<td></td>
</tr>
<tr>
<td>17736</td>
<td>Providence at Ted Trout Drive</td>
<td>Hudson</td>
<td>HTC, HOME</td>
<td>07/17</td>
<td></td>
</tr>
<tr>
<td>17411</td>
<td>Villa Americana</td>
<td>Houston</td>
<td>HTC</td>
<td>01/18</td>
<td></td>
</tr>
</tbody>
</table>

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

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

<table>
<thead>
<tr>
<th>Community Affairs:</th>
<th>CEAP</th>
<th>DOE</th>
<th>HHSP</th>
<th>WAP</th>
</tr>
</thead>
<tbody>
<tr>
<td>HOME:</td>
<td>CSBG</td>
<td>ESG</td>
<td>LIHEAP</td>
<td></td>
</tr>
<tr>
<td></td>
<td>CFDC</td>
<td>HBA</td>
<td>PWD</td>
<td>TBRA</td>
</tr>
<tr>
<td>DR</td>
<td></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
1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, RHD), and BOND) that you have controlled at any time.

By selecting this box I certify that I have no prior experience with any TDHCA administered affordable rental program.

<table>
<thead>
<tr>
<th>TDHCA ID#</th>
<th>Property Name</th>
<th>Property City</th>
<th>Program</th>
<th>Control began (mm/yy)</th>
<th>Control End (mm/yy)</th>
</tr>
</thead>
<tbody>
<tr>
<td>05199</td>
<td>Southwood Crossing</td>
<td>Port Arthur</td>
<td>HTC</td>
<td>08/05</td>
<td></td>
</tr>
<tr>
<td>060238</td>
<td>One Southwood Crossing</td>
<td>Port Arthur</td>
<td>HTC</td>
<td>08/06</td>
<td></td>
</tr>
<tr>
<td>07907</td>
<td>Virginia Estates</td>
<td>Beaumont</td>
<td>CDBG</td>
<td>08/09</td>
<td></td>
</tr>
<tr>
<td>06092</td>
<td>Twelve Oaks</td>
<td>Vidor</td>
<td>HTC</td>
<td>08/06</td>
<td></td>
</tr>
<tr>
<td>07860</td>
<td>Cypresswood Crossing</td>
<td>Orange</td>
<td>HTC</td>
<td>08/07</td>
<td></td>
</tr>
<tr>
<td>07189</td>
<td>Sunlight Manor</td>
<td>Beaumont</td>
<td>HTC</td>
<td>08/07</td>
<td></td>
</tr>
<tr>
<td>07905</td>
<td>Orange Navy Homes</td>
<td>Orange</td>
<td>HTC, CDBG</td>
<td>08/08</td>
<td></td>
</tr>
<tr>
<td>07907</td>
<td>Virginia Estates</td>
<td>Beaumont</td>
<td>CDBG</td>
<td>08/09</td>
<td></td>
</tr>
<tr>
<td>08174</td>
<td>Oakleaf Estates</td>
<td>Silsbee</td>
<td>HTC</td>
<td>08/08</td>
<td></td>
</tr>
<tr>
<td>09183</td>
<td>Gracelake Townhomes</td>
<td>Beaumont</td>
<td>HTC</td>
<td>08/09</td>
<td></td>
</tr>
<tr>
<td>09806</td>
<td>Arthur Robinson</td>
<td>Orange</td>
<td>HTC, CDBG</td>
<td>11/09</td>
<td></td>
</tr>
<tr>
<td>09803</td>
<td>Union Acres</td>
<td>Center</td>
<td>HTC, CDBG</td>
<td>11/09</td>
<td></td>
</tr>
<tr>
<td>09805</td>
<td>Orange Navy II</td>
<td>Orange</td>
<td>HTC, CDBG</td>
<td>11/09</td>
<td></td>
</tr>
<tr>
<td>09807</td>
<td>2101 Church Street</td>
<td>Galveston</td>
<td>HTC, CDBG</td>
<td>11/09</td>
<td></td>
</tr>
<tr>
<td>10238</td>
<td>Prince Hall Plaza</td>
<td>Navasota</td>
<td>HTC</td>
<td>08/10</td>
<td></td>
</tr>
<tr>
<td>10239</td>
<td>Prince Hall Gardens</td>
<td>Fort Worth</td>
<td>HTC</td>
<td>08/10</td>
<td></td>
</tr>
<tr>
<td>12166</td>
<td>Villa Brazos</td>
<td>Freeport</td>
<td>HTC</td>
<td>08/12</td>
<td></td>
</tr>
<tr>
<td>13203</td>
<td>Providence on Major</td>
<td>Beaumont</td>
<td>HTC</td>
<td>08/13</td>
<td></td>
</tr>
<tr>
<td>13409</td>
<td>Park Central</td>
<td>Port Arthur</td>
<td>HTC, CDBG</td>
<td>09/13</td>
<td></td>
</tr>
<tr>
<td>15110</td>
<td>Place of Grace</td>
<td>Beaumont</td>
<td>HTC</td>
<td>07/15</td>
<td></td>
</tr>
<tr>
<td>15414</td>
<td>Retreat at Westlock</td>
<td>Houston ETJ</td>
<td>HTC</td>
<td>07/15</td>
<td></td>
</tr>
<tr>
<td>17412</td>
<td>Pathways at Gaston Place</td>
<td>Austin</td>
<td>HTC</td>
<td>04/17</td>
<td></td>
</tr>
<tr>
<td>02099</td>
<td>Norma’s Plaza (Ika Sunrise Village Apts)</td>
<td>Houston</td>
<td>HTC</td>
<td>04/17</td>
<td></td>
</tr>
<tr>
<td>17208</td>
<td>Waverly Village</td>
<td>New Waverly</td>
<td>HTC</td>
<td>07/17</td>
<td></td>
</tr>
<tr>
<td>17736</td>
<td>Providence at Ted Trout Drive</td>
<td>Hudson</td>
<td>HTC, HOME</td>
<td>07/17</td>
<td></td>
</tr>
<tr>
<td>17411</td>
<td>Villa Americana</td>
<td>Houston</td>
<td>HTC</td>
<td>01/18</td>
<td></td>
</tr>
</tbody>
</table>

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

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

<table>
<thead>
<tr>
<th>Community Affairs:</th>
<th>CEAP</th>
<th>DOE</th>
<th>HHSP</th>
<th>WAP</th>
</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

Form must be completed separately for each entity (i.e. person, organization, etc.) that has or will have a controlling interest or oversight in the contract, award, agreement, or ownership transfer being considered. This form should also be completed for each board member, individual with signature authority, executive director, or elected official that represents the person/entity (as applicable).

Person/Role: ITEX Development, LLC
Email Address: apps@itexgrp.com
City & State of Home Addr: Port Arthur, TX
Applicant Legal Name: Houston 5009 Fulton, 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>
</tr>
</thead>
<tbody>
<tr>
<td>05199</td>
<td>Southwood Crossing</td>
<td>Port Arthur</td>
<td>HTC</td>
<td>08/05</td>
<td></td>
</tr>
<tr>
<td>060092</td>
<td>Twelve Oaks</td>
<td>Vidor</td>
<td>HTC</td>
<td>08/06</td>
<td></td>
</tr>
<tr>
<td>060238</td>
<td>One Southwood Crossing</td>
<td>Port Arthur</td>
<td>HTC</td>
<td>08/06</td>
<td></td>
</tr>
<tr>
<td>07093</td>
<td>Cypresswood Crossing</td>
<td>Orange</td>
<td>HTC</td>
<td>08/07</td>
<td></td>
</tr>
<tr>
<td>07189</td>
<td>Sunlight Manor</td>
<td>Beaumont</td>
<td>HTC</td>
<td>08/07</td>
<td></td>
</tr>
<tr>
<td>07905</td>
<td>Orange Navy Homes</td>
<td>Orange</td>
<td>HTC, CDBG</td>
<td>08/07</td>
<td></td>
</tr>
<tr>
<td>07907</td>
<td>Virginia Estates</td>
<td>Beaumont</td>
<td>CDBG</td>
<td>08/07</td>
<td></td>
</tr>
<tr>
<td>08174</td>
<td>Oakleaf Estates</td>
<td>Silsbee</td>
<td>HTC</td>
<td>08/08</td>
<td></td>
</tr>
<tr>
<td>09183</td>
<td>Gracelake Townhomes</td>
<td>Beaumont</td>
<td>HTC</td>
<td>08/09</td>
<td></td>
</tr>
<tr>
<td>09800</td>
<td>Arthur Robinson</td>
<td>Orange</td>
<td>HTC, CDBG</td>
<td>11/09</td>
<td></td>
</tr>
<tr>
<td>09803</td>
<td>Union Acres</td>
<td>Center</td>
<td>HTC, CDBG</td>
<td>11/09</td>
<td></td>
</tr>
<tr>
<td>09805</td>
<td>Orange Navy II</td>
<td>Orange</td>
<td>HTC, CDBG</td>
<td>11/09</td>
<td></td>
</tr>
<tr>
<td>09807</td>
<td>2101 Church Street</td>
<td>Galveston</td>
<td>HTC</td>
<td>11/09</td>
<td></td>
</tr>
<tr>
<td>10238</td>
<td>Prince Hall Plaza</td>
<td>Navasota</td>
<td>HTC</td>
<td>08/10</td>
<td></td>
</tr>
<tr>
<td>10239</td>
<td>Prince Hall Gardens</td>
<td>Fort Worth</td>
<td>HTC</td>
<td>08/10</td>
<td></td>
</tr>
<tr>
<td>11030</td>
<td>Pine Ridge Manor</td>
<td>Crockett</td>
<td>HTC</td>
<td>08/11</td>
<td></td>
</tr>
<tr>
<td>11055</td>
<td>Pilgrim Valley Manor</td>
<td>Fort Worth</td>
<td>HTC</td>
<td>08/11</td>
<td></td>
</tr>
<tr>
<td>13409</td>
<td>Park Central</td>
<td>Port Arthur</td>
<td>HTC, CDBG</td>
<td>09/13</td>
<td></td>
</tr>
<tr>
<td>13424</td>
<td>Sikes Road</td>
<td>Orange</td>
<td>HTC, CDBG</td>
<td>12/13</td>
<td></td>
</tr>
<tr>
<td>13426</td>
<td>Velma Jeter</td>
<td>Orange</td>
<td>HTC, CDBG</td>
<td>12/13</td>
<td></td>
</tr>
<tr>
<td>14405</td>
<td>Pine Grove</td>
<td>Orange</td>
<td>HTC, CDBG</td>
<td>07/14</td>
<td></td>
</tr>
<tr>
<td>15110</td>
<td>Place of Grace</td>
<td>Beaumont</td>
<td>HTC</td>
<td>07/15</td>
<td></td>
</tr>
<tr>
<td>15414</td>
<td>Retreat at Westlock</td>
<td>Houston ETJ</td>
<td>HTC</td>
<td>07/15</td>
<td></td>
</tr>
<tr>
<td>17412</td>
<td>Pathways at Gaston Place</td>
<td>Austin</td>
<td>HTC</td>
<td>04/17</td>
<td></td>
</tr>
<tr>
<td>17208</td>
<td>Waverly Village</td>
<td>New Waverly</td>
<td>HTC</td>
<td>07/17</td>
<td></td>
</tr>
<tr>
<td>17736</td>
<td>Providence at Ted Trout Drive</td>
<td>Hudson</td>
<td>HTC, HOME</td>
<td>07/17</td>
<td></td>
</tr>
<tr>
<td>17411</td>
<td>Villa Americana</td>
<td>Houston</td>
<td>HTC</td>
<td>01/18</td>
<td></td>
</tr>
</tbody>
</table>

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

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

<table>
<thead>
<tr>
<th>Community Affairs:</th>
<th>CEAP</th>
<th>DOE</th>
<th>HHSP</th>
<th>WAP</th>
</tr>
</thead>
<tbody>
<tr>
<td>HOME:</td>
<td>CFDC</td>
<td>HBA</td>
<td>PWD</td>
<td>TBRA</td>
</tr>
<tr>
<td>HTF/OIC:</td>
<td>AYBR</td>
<td>Bootstrap</td>
<td>CFDC</td>
<td>Self-Help</td>
</tr>
<tr>
<td>Other:</td>
<td>Participation in HOME more than 3 years ago</td>
<td>NSP</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Previous Participation Form

Form must be completed separately for each entity (i.e. person, organization, etc.) that has or will have a controlling interest or oversight in the contract, award, agreement, or ownership transfer being considered. This form should also be completed for each board member, individual with signature authority, executive director, or elected official that represents the person/entity (as applicable).

Person/Role: AHDPC Holdings, LLC
Email Address: apps@itexgrp.com
City & State of Home Addr: Port Arthur, TX
Applicant Legal Name: Houston 5009 Fulton, 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>
</tr>
</thead>
<tbody>
<tr>
<td>13428</td>
<td>Village at Palm Center</td>
<td>Houston</td>
<td>HTC, CDBG</td>
<td>Jun-14</td>
<td></td>
</tr>
</tbody>
</table>

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

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

<table>
<thead>
<tr>
<th>Community Affairs:</th>
<th>CEAP</th>
<th>DOE</th>
<th>HHSP</th>
<th>WAP</th>
</tr>
</thead>
<tbody>
<tr>
<td>HOME:</td>
<td>CSBG</td>
<td>ESG</td>
<td>LIHEAP</td>
<td></td>
</tr>
<tr>
<td>CFDC</td>
<td>HBA</td>
<td>PWD</td>
<td>TBRA</td>
<td></td>
</tr>
<tr>
<td>DR</td>
<td>HRA</td>
<td>SFD</td>
<td></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>
Form must be completed separately for each entity (i.e. person, organization, etc.) that has or will have a controlling interest or oversight in the contract, award, agreement, or ownership transfer being considered. This form should also be completed for each board member, individual with signature authority, executive director, or elected official that represents the person/entity (as applicable).

<table>
<thead>
<tr>
<th>Person/Role:</th>
<th>Gerald Womack</th>
</tr>
</thead>
<tbody>
<tr>
<td>Email Address:</td>
<td><a href="mailto:apps@itexgrp.com">apps@itexgrp.com</a></td>
</tr>
<tr>
<td>City &amp; State of Home Addr:</td>
<td>Port Arthur, TX</td>
</tr>
<tr>
<td>Applicant Legal Name:</td>
<td>Houston 5009 Fulton, LP</td>
</tr>
</tbody>
</table>

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, RHD), and BOND) that you have controlled at any time.

   By selecting this box I certify that I have no prior experience with any TDHCA administered affordable rental program.

<table>
<thead>
<tr>
<th>TDHCA ID#</th>
<th>Property Name</th>
<th>Property City</th>
<th>Program</th>
<th>Control began (mm/yy)</th>
<th>Control End (mm/yy)</th>
</tr>
</thead>
<tbody>
<tr>
<td>98008</td>
<td>Reed Parque Townhomes</td>
<td>Houston</td>
<td>HTC</td>
<td>1998</td>
<td></td>
</tr>
<tr>
<td>13428</td>
<td>Village at Palm Center</td>
<td>Houston</td>
<td>HTC, CDBG</td>
<td>Jun-14</td>
<td></td>
</tr>
</tbody>
</table>

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

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

<table>
<thead>
<tr>
<th>Community Affairs:</th>
<th>CEAP</th>
<th>DOE</th>
<th>HHSP</th>
<th>WAP</th>
</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>NSP</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Previous Participation Form

Form must be completed separately for each entity (i.e. person, organization, etc.) that has or will have a controlling interest or oversight in the contract, award, agreement, or ownership transfer being considered. This form should also be completed for each board member, individual with signature authority, executive director, or elected official that represents the person/entity (as applicable).

#### Person/Role:

<table>
<thead>
<tr>
<th>Jeshurun Consulting, LLC</th>
</tr>
</thead>
</table>

#### Email Address:

<table>
<thead>
<tr>
<th><a href="mailto:apps@itexgrp.com">apps@itexgrp.com</a></th>
</tr>
</thead>
</table>

#### City & State of Home Addr:

<table>
<thead>
<tr>
<th>Port Arthur, TX</th>
</tr>
</thead>
</table>

#### Applicant Legal Name:

<table>
<thead>
<tr>
<th>Houston 5009 Fulton, LP</th>
</tr>
</thead>
</table>

---

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, RHD), and BOND) that you have controlled at any time.

   ![X] By selecting this box I certify that I have no prior experience with any TDHCA administered affordable rental program.

<table>
<thead>
<tr>
<th>TDHCA ID#</th>
<th>Property Name</th>
<th>Property City</th>
<th>Program</th>
<th>Control began (mm/yy)</th>
<th>Control End (mm/yy)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

   ![X] 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>HOME:</td>
<td>CSBG</td>
<td>ESG</td>
<td>LIHEAP</td>
<td></td>
</tr>
<tr>
<td></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>
Form must be completed separately for each entity (i.e. person, organization, etc.) that has or will have a controlling interest or oversight in the contract, award, agreement, or ownership transfer being considered. This form should also be completed for each board member, individual with signature authority, executive director, or elected official that represents the person/entity (as applicable).

Person/Role: Raynold Richardson
Email Address: apps@itexgrp.com
City & State of Home Addr: Port Arthur, TX
Applicant Legal Name: Houston 5009 Fulton, 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>
</tr>
</thead>
<tbody>
<tr>
<td>02099</td>
<td>Norma’s Plaza (fka Sunrise Village Apts)</td>
<td>Houston</td>
<td>HTC</td>
<td>Apr-17</td>
<td></td>
</tr>
</tbody>
</table>

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

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

<table>
<thead>
<tr>
<th>Community Affairs:</th>
<th>CEAP</th>
<th>DOE</th>
<th>HHSP</th>
<th>WAP</th>
</tr>
</thead>
<tbody>
<tr>
<td>HOME:</td>
<td>CFDC</td>
<td>HBA</td>
<td>PWD</td>
<td>TBRA</td>
</tr>
<tr>
<td>HTF/OCI:</td>
<td>DR</td>
<td>HRA</td>
<td>SFD</td>
<td></td>
</tr>
<tr>
<td>Other:</td>
<td>AYBR</td>
<td>Bootstrap</td>
<td>CFDC</td>
<td>Self-Help</td>
</tr>
</tbody>
</table>
### Nonprofit Participation

**Qualification:** Must meet the definition of a Qualified Nonprofit Development pursuant to §10.3(a)(102) of the Uniform Multifamily Rules, §42(h)(5) of the code and the requirements of §11.5(1) of the Qualified Allocation Plan.

**Documentation:** Eligibility will be determined 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:
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)
# 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>Name</th>
<th>Contact Name</th>
<th>Phone</th>
<th>Email</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td>ITEX Development, LLC</td>
<td>Miranda Sprague</td>
<td>(409) 853-3681</td>
<td><a href="mailto:apps@itexgrp.com">apps@itexgrp.com</a></td>
<td>$396,000.00</td>
<td>20-2298201</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ICON Builders, LLC</td>
<td>Kevin Hardy</td>
<td>(713) 963-8660</td>
<td><a href="mailto:info@iconbuilders.net">info@iconbuilders.net</a></td>
<td>$1,008,386.00</td>
<td>76-0526177</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Same as Housing General Contractor</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cost Estimator:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Same as Housing General Contractor</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Architect:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>JHP Architecture</td>
<td>John Schrader</td>
<td>(281) 363-5687</td>
<td><a href="mailto:jschrader@jhparch.com">jschrader@jhparch.com</a></td>
<td>$396,000.00</td>
<td>75-1662689</td>
</tr>
</tbody>
</table>

*This is a direct or indirect, financial, or other interest with Applicant or other team members*
<table>
<thead>
<tr>
<th>Role</th>
<th>Contact Name</th>
<th>Phone</th>
<th>Certified Texas HUB?</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
<th>This is a direct or indirect, financial, or other interest with Applicant or other team members*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engineer</td>
<td>REKHA Engineering, Inc.</td>
<td>(713) 895-8080</td>
<td>No</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Civil Engineer</td>
<td>John H. English</td>
<td>(713) 653-7322</td>
<td>No</td>
<td>$10,000.00</td>
<td>76-0128295</td>
<td>N/A</td>
</tr>
<tr>
<td>Market Analyst</td>
<td>Valbridge Property Advisors</td>
<td>(713) 653-7322</td>
<td>No</td>
<td>$120,000.00</td>
<td>76-0294490</td>
<td>N/A</td>
</tr>
<tr>
<td>Accountant</td>
<td>Novogradac &amp; Company, LP</td>
<td>(512) 340-0402</td>
<td>No</td>
<td>$20,000.00</td>
<td>94-3108253</td>
<td>N/A</td>
</tr>
</tbody>
</table>
**Property Manager:**

<table>
<thead>
<tr>
<th>Name</th>
<th>Phone</th>
<th>Email</th>
<th>Proposed Fee</th>
<th>TIN</th>
</tr>
</thead>
<tbody>
<tr>
<td>ITEX Property Management, LLC</td>
<td>(409) 749-0526</td>
<td><a href="mailto:mgmt@itexmgmt.com">mgmt@itexmgmt.com</a></td>
<td>5% of Gross Revenue</td>
<td>20-0163462</td>
</tr>
<tr>
<td>Paula Watts</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Certified Texas HUB? No

This is a direct or indirect, financial, or other interest with Applicant or other team members* Yes

**Originator of Underwriter:**

<table>
<thead>
<tr>
<th>Name</th>
<th>Phone</th>
<th>Email</th>
<th>Proposed Fee</th>
<th>TIN</th>
</tr>
</thead>
<tbody>
<tr>
<td>Davis-Penn Mortgage</td>
<td>(281) 481-2400</td>
<td><a href="mailto:RayL@davispenn.com">RayL@davispenn.com</a></td>
<td>N/A</td>
<td>54-1884498</td>
</tr>
<tr>
<td>Ray Landry</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Certified Texas HUB? No

This is a direct or indirect, financial, or other interest with Applicant or other team members* No

**Bond Issuer:**

<table>
<thead>
<tr>
<th>Name</th>
<th>Phone</th>
<th>Email</th>
<th>Proposed Fee</th>
<th>TIN</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Certified Texas HUB? N/A

This is a direct or indirect, financial, or other interest with Applicant or other team members* N/A

**Syndicator:**

<table>
<thead>
<tr>
<th>Name</th>
<th>Phone</th>
<th>Email</th>
<th>Proposed Fee</th>
<th>TIN</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hudson Housing Capital</td>
<td>(212) 218-4446</td>
<td><a href="mailto:josh.lappen@hudsonhousing.com">josh.lappen@hudsonhousing.com</a></td>
<td>N/A</td>
<td>20-0163462</td>
</tr>
<tr>
<td>Josh Lappen</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Certified Texas HUB? No

This is a direct or indirect, financial, or other interest with Applicant or other team members* No

**Supportive Services Provider:**

<table>
<thead>
<tr>
<th>Name</th>
<th>Phone</th>
<th>Email</th>
<th>Proposed Fee</th>
<th>TIN</th>
</tr>
</thead>
<tbody>
<tr>
<td>Same as Property Manager</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Certified Texas HUB? N/A

This is a direct or indirect, financial, or other interest with Applicant or other team members* N/A
<table>
<thead>
<tr>
<th>Title Company</th>
<th>Contact Name</th>
<th>Phone</th>
<th>Email</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
<th>Certified Texas HUB?</th>
<th>This is a direct or indirect, financial, or other interest with Applicant or other team members*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Purple Martin Real Estate</td>
<td>Audrey Martin</td>
<td>(512) 658-6386</td>
<td><a href="mailto:audrey@purplemartinre.com">audrey@purplemartinre.com</a></td>
<td>TBD</td>
<td>47-4682655</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td>Phase Engineering</td>
<td>Ruben Jauregui, Jr.</td>
<td>(832) 485-2225</td>
<td><a href="mailto:ruben@phaseengineering.com">ruben@phaseengineering.com</a></td>
<td>$5,000.00</td>
<td>75-2502360</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td>N/A</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
As disclosed on the Development Team Members form, there is a relationship between members of the development team. ITEX Partners, LLC, The ITEX Group, LLC, ITEX Development, LLC, ICON Builders, LLC and ITEX Management, LLC are affiliates.
The Architect Certification is included behind this tab.

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

NOTE: The certification requires a separate statement be submitted that describes how the accessibility requirements for the physically accessible / hearing and visual impaired Units will be met, along with related parking requirements. Be sure this statement is attached to this certification.
Architect Certification

I (We) certify that the Development will be designed and built to meet the accessibility requirements of the Federal Fair Housing Act as implemented by HUD at 24 C.F.R. Part 100 and the Fair Housing Act Design Manual, Titles II and III of the Americans with Disabilities Act (42 U.S.C. Sections 12131-12189) as implemented by the Department of Justice regulations at 28 C.F.R. Parts 35 and 36, and the Department’s Accessibility rules in 10 TAC Chapter 1, Subchapter B, in effect at the time of certification.

I (we) certify that all materials submitted to the Department by the Architect or Applicant constitute records of the Department subject to Chapter 552, Tex. Gov’t Code, and the Texas Public Information Act.

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

I (We) have attached a statement describing how the requirements Section 504 of the Rehabilitation Act of 1973 and implemented at 24 C.F.R. Part 8 will be met as described in 10 TAC Chapter 1, Subchapter B. At a minimum, the statement will include (1) The total number of Units (2) Number and description of Unit types, the number of Units of each Type, (3) Number of Units of each Type that will meet the accessibility requirements, and (4) a description of how the accessibility requirements relating to Unit distribution will be met.

I (We) certify that if the Development includes the New Construction or Rehabilitation of single family units (1 to 3 units per building), every unit will be designed and built to meet the accessibility requirements of Tex. Gov’t Code §2306.514, as it may be amended from time to time.

I (We) have attached a statement describing how, regardless of building type, all Units accessed by the ground floor or by elevator (“affected units“) meet the requirements at 10 TAC §10.101(b)(8)(B).

I(We) certify that all accessible Units under 10 TAC Chapter 1, Subchapter B, and all affected Units meeting the requirements under 10 TAC 10.101(b)(8)(B) will be dispersed throughout the Development.
If the Applicant is applying for HOME funds and the Development consists of New Construction, I (We) further certify that the Development meets the Construction Site Standards in 24 C.F.R §983.57(e)(1).

This certification meets the requirement that the Applicant provide a certification from the Development engineer or an accredited architect. A similar certification will also be required after the Development is completed from an inspector, architect, or accessibility specialist.

By: [signature]

2/28/18

Date

JOHN SCHRADER

Printed Name

17828 TEXAS

License Number and State

JHP ARCHITECTURE/URBAN DESIGN

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.
November 21, 2016

Mr. Christopher Akbari
c/o Tracy Ambridge
3735 Honeywood Court
Port Arthur, Texas 77642

RE: REQUEST FOR EXPERIENCE CERTIFICATE UNDER 2016 UNIFORM MULTIFAMILY RULES

Dear Mr. Akbari:

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 Marni Holloway at marni.holloway@tdhca.state.tx.us.

Sincerely,

Marni Holloway
Director of Multifamily Finance
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 Applicants, Applicants, Affiliates, Developers, General Partners or Guarantors involved to avoid any statutory violation of Texas Government Code, §2306.6711(b).

Instructions:
Complete Part I of this form. For each person or entity in Part I that answers "Yes" to Part I b., a Part II form must be submitted (i.e. if 4 persons/entities answer "Yes" to Part I b., then 4 separate Part II forms must be provided).

### Part I: Applicant Credit Limit Documentation

<table>
<thead>
<tr>
<th></th>
<th>Applicant, Developers, Affiliates, and Guarantors - List below all entities or Persons meeting the definition of Applicant, Affiliate, Developer or Guarantor.</th>
<th>b. Person/entity has at least one other application in the current Application Round.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Houston 5009 Fulton, LP</td>
<td>No</td>
</tr>
<tr>
<td>2.</td>
<td>Houston 5009 Fulton GP, LLC</td>
<td>No</td>
</tr>
<tr>
<td>3.</td>
<td>Jeshurun Consulting LLC</td>
<td>No</td>
</tr>
<tr>
<td>4.</td>
<td>Raynold Richardson</td>
<td>No</td>
</tr>
<tr>
<td>5.</td>
<td>AHDPC Holdings, LLC</td>
<td>No</td>
</tr>
<tr>
<td>6.</td>
<td>Gerald Womack</td>
<td>No</td>
</tr>
<tr>
<td>7.</td>
<td>ITEX Partners, LLC</td>
<td>Yes Submit Part II</td>
</tr>
<tr>
<td>8.</td>
<td>The ITEX Group, LLC</td>
<td>Yes Submit Part II</td>
</tr>
<tr>
<td>9.</td>
<td>ITEX Development, LLC</td>
<td>Yes Submit Part II</td>
</tr>
<tr>
<td>10.</td>
<td>The ITEX Group Management, LLC</td>
<td>Yes Submit Part II</td>
</tr>
<tr>
<td>11.</td>
<td>The Akbari Family Dynasty Trust, FBO Christopher Ali Akbari</td>
<td>Yes Submit Part II</td>
</tr>
<tr>
<td>12.</td>
<td>Christopher A. Akbari</td>
<td>Yes Submit Part II</td>
</tr>
<tr>
<td>13.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>17.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>18.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>19.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>20.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>21.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>22.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>23.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>24.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>25.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>26.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>27.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>28.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>29.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>30.</td>
<td></td>
<td></td>
</tr>
</tbody>
</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 b. above.

By: ___________________________  
Signature of Applicant  

Date: 2/23/18  
Its: Authorized Representative
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: ITEX Partners, LLC

Which is:  
- [X] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
- [ ] a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
- [ ] 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>Pines at Allen Street</td>
<td>Rural</td>
<td>Kountze</td>
<td>0.01%</td>
<td>0.00%</td>
</tr>
<tr>
<td>Retreat West Beaumont</td>
<td>Urban</td>
<td>Beaumont</td>
<td>100.00%</td>
<td>0.00%</td>
</tr>
<tr>
<td>Fulton on the Rail</td>
<td>Urban</td>
<td>Houston</td>
<td>69.00%</td>
<td>0.00%</td>
</tr>
</tbody>
</table>

I acknowledge that Christopher A. Albari 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)]  
Printed Name: ITEX Partners, LLC  
Date: 2/23/17
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: The ITEX Group, LLC

Which is:
X the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)

☐ a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant

☐ 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>Pines at Allen Street</td>
<td>5 Rural</td>
<td>Kountze</td>
<td>0.008%</td>
<td>65.00%</td>
</tr>
<tr>
<td>Retreat West Beaumont</td>
<td>5 Urban</td>
<td>Beaumont</td>
<td>80.00%</td>
<td>90.00%</td>
</tr>
<tr>
<td>Fulton on the Rail</td>
<td>6 Urban</td>
<td>Houston</td>
<td>55.20%</td>
<td>80.00%</td>
</tr>
</tbody>
</table>

I acknowledge that Christopher A. Akbari 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]  
Date: 2/23/18

The ITEX Group, LLC  
Printed Name  
(appropriate)
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: ITEX Development, 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
[ ] 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>Pines at Allen Street</td>
<td>Rural</td>
<td>Kountze</td>
<td>0.00%</td>
<td>65.00%</td>
</tr>
<tr>
<td>Retreat West Beaumont</td>
<td>Urban</td>
<td>Beaumont</td>
<td>0.00%</td>
<td>90.00%</td>
</tr>
<tr>
<td>Fulton on the Rail</td>
<td>Urban</td>
<td>Houston</td>
<td>0.00%</td>
<td>80.00%</td>
</tr>
</tbody>
</table>

I acknowledge that Christopher A. Akbari 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]

Printed Name: ITEX Development, LLC

Date: 2/28/15
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: The ITEX Group Management, 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  
☒ 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>Pines at Allen Street</td>
<td>Rural</td>
<td>Kountze</td>
<td>0.00%</td>
<td>0.00%</td>
</tr>
<tr>
<td>Retreat West Beaumont</td>
<td>Urban</td>
<td>Beaumont</td>
<td>0.00%</td>
<td>0.00%</td>
</tr>
<tr>
<td>Fulton on the Rail</td>
<td>Urban</td>
<td>Houston</td>
<td>0.00%</td>
<td>0.00%</td>
</tr>
</tbody>
</table>

I acknowledge that Christopher A. Akbari 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)  
Printed Name  
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:  
The Akbari Family Dynasty Trust, FBO Christopher Ali Akbari

Which is:  
- [X] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
- [ ] a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
- [X] a Developer for the Applicant for this specific Application
- [ ] an Affiliate to the Applicant
- [ ] 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>Pines at Allen Street</td>
<td>Rural</td>
<td>Kountze</td>
<td>0.006%</td>
<td>45.50%</td>
</tr>
<tr>
<td>Retreat West Beaumont</td>
<td>Urban</td>
<td>Beaumont</td>
<td>56.00%</td>
<td>63.00%</td>
</tr>
<tr>
<td>Fulton on the Rail</td>
<td>Urban</td>
<td>Houston</td>
<td>38.64%</td>
<td>56.00%</td>
</tr>
</tbody>
</table>

I acknowledge that Christopher A. Akbari 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)]  
The Akbari Family Dynasty Trust, FBO Christopher Ali Akbari  
[Printed Name]  
[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: Christopher A. Akbari

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>Pines at Allen Street</td>
<td>Rural</td>
<td>Kountze</td>
<td>0.004%</td>
<td>19.50%</td>
</tr>
<tr>
<td>Retreat West Beaumont</td>
<td>Urban</td>
<td>Beaumont</td>
<td>44.00%</td>
<td>27.00%</td>
</tr>
<tr>
<td>Fulton on the Rail</td>
<td>Urban</td>
<td>Houston</td>
<td>30.36%</td>
<td>24.00%</td>
</tr>
</tbody>
</table>

I acknowledge that Christopher A. Akbari 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: Christopher A. Akbari
Printed Name
Date 2/23/18
### Community Input Scoring Items

<table>
<thead>
<tr>
<th>TDHCA#</th>
<th>18337</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:

**A. Lindale Park Civic Club**

<table>
<thead>
<tr>
<th>Name of Community Organization</th>
<th>Support</th>
<th>Opposition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gwyn Guidy</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contact Name</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**B. Houston Business Development, Inc.**

<table>
<thead>
<tr>
<th>Name of Community Organization</th>
<th>Support</th>
<th>Opposition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Marlon Mitchell</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contact Name</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**C. Greater Jerusalem Missionary Baptist Church**

<table>
<thead>
<tr>
<th>Name of Community Organization</th>
<th>Support</th>
<th>Opposition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Joe Fred Russell</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contact Name</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**D. Kingdom Builders Global Fellowship**

<table>
<thead>
<tr>
<th>Name of Community Organization</th>
<th>Support</th>
<th>Opposition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bishop James W.E. Dixon, II</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contact Name</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

E. Name of Community Organization | Support | Opposition |
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Name</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

F. Name of Community Organization | Support | Opposition |
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Name</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
A RESOLUTION CONFIRMING SUPPORT FOR THE PROPOSED DEVELOPMENT AS AFFORDABLE RENTAL HOUSING OF CERTAIN PROPERTIES, EACH LOCATED IN THE CITY OF HOUSTON, TEXAS, AND THE SUBMITTAL OF APPLICATIONS FOR HOUSING TAX CREDITS FOR SUCH DEVELOPMENTS; MAKING VARIOUS FINDINGS AND PROVISIONS RELATING TO THE SUBJECT.

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

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

WHEREAS, the City Council, as the governing body of the City, supports each Applicant’s Project and the submittal of Applicant’s Application related thereto; NOW, THEREFORE,

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

Section 1. That the findings contained in the preamble of this Resolution are determined to be true and correct and are hereby adopted as a part of this Resolution.

Section 2. That the City Council hereby confirms that it supports each Applicant’s Project and the submittal of Applicant’s Application related to such project.

Section 3. That this Resolution shall take effect immediately upon its passage and approval by the Mayor; however, in the event that the Mayor fails to sign this Resolution within five days after its passage and adoption, it shall take effect in accordance with Article VI, Section 6, Houston City Charter.
PASSED AND ADOPTED this 14th day of February, 2018.

Mayor of the City of Houston

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

City Secretary

(Prepared by Legal Dept.)

Senior Assistant City Attorney

(Prepared 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 and west of West Gulf Bank, north of West Montgomery</td>
<td>18073</td>
</tr>
<tr>
<td>St. Elizabeth Place, LP</td>
<td>St. Elizabeth Place</td>
<td>4514 Lyons Avenue</td>
<td>18020</td>
</tr>
<tr>
<td>Houston DMA Housing II, LLC</td>
<td>The Greenery</td>
<td>18000 block of Imperial Valley Dr</td>
<td>18338</td>
</tr>
<tr>
<td>DWR Somerset 18 LP</td>
<td>Somerset Lofts</td>
<td>2.63 +/- acres at 8506 Hempstead Rd</td>
<td>18254</td>
</tr>
<tr>
<td>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>SW corner of McGowan 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>
Housing Tax Credit Program  
Texas Department of Housing and Community Affairs (TDHCA)  
P.O. Box 13941  
Austin, TX 78711-3941

Re: Housing Tax Credit Application 18337 – Fulton on the Rail

To Whom It May Concern,

Please accept this letter to express my support for the proposed multi-family development known as Fulton on the Rail, 5009 Fulton, Houston, TX 77009. I am aware the applicant, ITEX Group, is requesting housing tax credits for a new construction project for affordable rental housing. The proposed project will create a total of 146 mixed-income residential units, including 90 units reserved for lower-income individuals and families, and 56 reserved for market-rate units. I believe the proposed development will stabilize residents in the community and enhance area schools, including Jefferson Elementary School, located across the street from the proposed development.

The goal to live, work, and play in an affordable, centrally located neighborhood with proximity to downtown and the Texas Medical Center is attainable thanks to the Housing Tax Credit Program. I recognize the need to provide quality affordable housing options with access to public transit to address the rising cost of living in the Northside community.

I am confident in the ITEX Group’s ability to develop and maintain a high-quality project that will meet the requirements of the Housing Tax Credit Program. Moreover, I believe the two competitive proposals within a mile of each other in the Northside community will benefit the surrounding community. Thank you for the opportunity to provide input on the ITEX Group’s application for housing tax credits. Please feel free to contact my office should you have any questions.

Respectfully,

Jessica Farrar  
State Representative, District 148

Cc: Mayor Sylvester Turner, City of Houston  
Council Member Karla Cisneros, District H
Mr. Tim Irvine, Executive Director  
Texas Department of Housing and Community Affairs (TDHCA)  
221 East 11th Street  
Austin, Texas 78701  

RE: Fulton on the Rail, TDHCA # 18337 – Houston, TX  

Dear Mr. Irvine:  

Please accept this letter as my official support of the request for Housing Tax Credits issued by the Texas Department of Housing and Community Affairs for the proposed Fulton on the Rail development in Houston, Texas - TDHCA # 18337.  

I support the award of tax credits for this property because I believe this development would greatly benefit the community by providing quality affordable housing to families in the area. The development is designed to address the needs of a growing part of our community, especially those who have financial obstacles. The Fulton on the Rail apartment community will give citizens the opportunity to have an affordable place to call home.  

Families in Houston's Near Northside deserve the opportunity to live in a quality, safe and comfortable environment, and Fulton on the Rail will provide this opportunity to households in the area.  

For these reasons, I support the Fulton on the Rail application for tax credits. If I can be of further assistance, please do not hesitate to contact my office in Houston at (713) 453-5100, or in Austin at (512) 463-0106.  

Sincerely,  

Sylvia R. Garcia  
Texas State Senator, District 6
Mr. Tim Irvine, Executive Director  
Texas Department of Housing and Community Affairs  
221 East 11th Street  
Austin, Texas 78701

Dear Mr. Irvine:

As the Member of Congress representing the 29th District, I am pleased to write a letter in support of the application request for Housing Tax Credits issued by the Texas Department of Housing and Community Affairs for the proposed Fulton on the Rail development to be located at 5009 Fulton, Houston, Texas - TDHCA # 18337.

It is my understanding that Fulton on the Rail will provide high quality affordable housing to families in the Houston Near Northside area. This development is designed to address the needs of a growing part of our community, especially those who have financial obstacles. The Fulton on the Rail apartment community will give citizens the opportunity to have an affordable place to call home.

Fulton on the Rail also provides many logistical advantages in that this development will be within walking distance of Lindale Park, the community recreation center, Cavalcade rail stations and the site improves accessibility to connect residents with other social services and retail providers.

Again, we are appreciative for your consideration and ask that you would give your most serious consideration to the Fulton on the Rail application for tax credits. Families in Near Northside deserve the opportunity to live in a quality, safe and comfortable environment; and Fulton on the Rail will provide this opportunity to households in the area. If we can be of further assistance, please do not hesitate to contact our office at 281-999-5879.

Sincerely,

Gene Green  
Member of Congress
February 28, 2018

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

Re: Fulton on the Rail, TDHCA # 18337 – Houston, TX

Dear Mr. Irvine,

I am writing to you on behalf of Lindale Park Civic Club regarding “Fulton on the Rail” located at 5009 Fulton St., Houston, Texas 77009. This letter is to express our support of their application for 2018 9% Competitive Housing Tax Credits being requested through the Texas Department of Housing and Community Affairs.

I have attached two documents. One is evidence of our federal tax exemption status. The second is a copy of the support letter that we sent ITEX, the developer for “Fulton on the Rail”. For evidence of our existence and participation in the community, please visit our website at http://lindalepark.org. Various event pictures, information and newsletters are posted on this website.

If any additional information is needed, please contact me via the email address or phone number listed above.

Sincerely,

Gwyn D Guidy
President, Lindale Park Civic Club
218 Joyce St
Houston, TX 77009

Attachments:
- LPCC federal tax exempt letter
- LPCC letter of support to ITEX
Employer Identification Number: 74-2057203
Person to Contact: J. Freeman
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Sep. 28, 2010, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(4) of the Internal Revenue Code in a determination letter issued in April 1980.

Because you are not an organization described in section 170(c) of the Code, donors may not deduct contributions made to you. You should advise your contributors to that effect.

Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

Rita A. Leete
Accounts Management II
Via Email

To: Chris Akbari, chris.akbari@itexgrp.com
   ITEX Group, President/CEO

Re: “Fulton on the Rail” (5009 Fulton)

February 28, 2018

Mr. Akbari;

On behalf of the Lindale Park Civic Club (LPCC) Board of Directors (BOD), I am pleased to tell you that LPCC supports your efforts to develop “Fulton on the Rail” at 5009 Fulton. Furthermore, we prefer this development plan over the current plans by Mark-Dana Corporation to develop “Fulton Lofts” in the 5000 block of Fulton. While we support both projects, we prefer the “Fulton on the Rail” based on the following rationale:

- The “Fulton on the Rail” site contains abandoned businesses which are a blight on the neighborhood. Conversely, the site for “Fulton Lofts” is currently greenspace that we hope to keep by petitioning the city for a dog park.
- The “Fulton on the Rail” site is currently all cement and other water impervious structures. Conversely, the site for “Fulton Lofts” is currently greenspace that helps absorb water and acts as additional flood control. So, we are less concerned with flooding issues with the “Fulton on the Rail” development.
- The “Fulton on the Rail” development will maintain a larger percent of market-rate apartments than “Fulton Lofts”. While we support affordable housing, we feel that a larger percentage of market-rate apartments will help raise our median income and encourage economic development in our area.
- The “Fulton on the Rail” developer is open to including a low traffic retail business on the first floor of their development if it also serves their residents… something like a post box rental store would be acceptable. The “Fulton Lofts” development is all residential. We support further business redevelopment on Fulton.
In conclusion, LPCC looks forward to having a beautiful new development with affordable housing that will improve the curb appeal of Fulton by replacing the current blight. We also look forward to working with you as a neighbor to improve Thomas Jefferson Elementary and develop a resource center that is accessible to our residents and connected to the service providers already serving the southern half of the Near Northside.

Sincerely,

Gwyn D. Guidy
President, LPCC

Cc: Gene Green, US Representative, District 29
    Sylvia Garcia, Texas State Senator, District 6
    Jessica Farrar, Texas State Representative, District 148
    Sylvester Turner, City of Houston, Mayor
    Karla Cisneros, Houston City Council, District H
    LPCC Board of Directors
    Bobken Simonians, ITEX Group, Senior VP
    Ray Richardson, ITEX Group
    Gerald Womack, ITEX Group
    Kenny Baugh, ITEX Group
    Christopher Andrews, Mayor’s Complete Communities NN, Program Manager
First Quarterly Meeting of 2018
Tuesday, February 27
7 - 8 p.m.
Clubhouse, 218 Joyce Street

Join your neighbors, board members and the community at our first Quarterly Meeting of 2018!

Lindale Park’s Annual Christmas Party

Thank you to all our neighbors, friends and special guests who helped celebrate the holidays in Lindale Park at our Annual Christmas Party held December 13 at the Clubhouse. Guests mingled while dining on light bites and desserts, including many family favorites shared by our neighbors. Lots of door prizes and goodie bags were given away. We extend our appreciation to Mike Bowlin for capturing these beautiful images of the evening.

Lindale Park’s Annual 4th of July Parade

Lindale Park’s annual 4th of July parade down Ingomar Boulevard was another grand summer celebration from marching bands to bag pipes to roller derby girls to classic cars, hot rods and all cars, we DEFINITELY had it all!

We thank all those who continue to make our Lindale neighborhood better! What a success year after year! Our gratitude extends to Mike Bowlin for taking these amazing parade day photos.

Stay Connected

Send an email to info@lindalepark.org if you’d like to be placed on our community email list to be notified of upcoming events, lost and found pets, crime reports and other items of interest to the neighborhood.

The Lindale Park Civic Club’s Board of Directors meets the third Monday of each month at 6:30 p.m. at the Clubhouse (218 Joyce St., Houston, TX 77008) (note: there is no meeting in December). If you have a concern, complaint or suggestion, please consider attending our meeting or sending an email to info@lindalepark.org. Also, we can add your concerns. Let’s all work together to make Lindale Park an even better neighborhood.

Look us up on Facebook and be a friend of the Lindale Park Civic Club.
Lindale Park
The Hidden Jewel
Lindale Park is nestled among tall oaks and countless magnolias in Houston’s Near Northside. Sometimes called the Hidden Jewel of the Inner Loop neighborhoods, Lindale Park is east of Interstate 45 and north of downtown Houston.

One of the oldest neighborhoods in Houston, Lindale Park dates back to the 1920s. A deed restricted neighborhood, Lindale Park’s boundaries are Interstate 45 on the north, Mosby Street on the south, Robertson Street on the east and Fulton Street on the west.

Mission Statement and Bylaws
The purpose of the organization shall be to maintain the residential character of the neighborhood and to promote the civic and social welfare of the community.

Read our Bylaws.

Lindale Park Civic Club Board of Directors
Meet the Lindale Park Civic Club’s (LPC) slate of officers and board members for the term of September 1, 2017 - August 31, 2019.

President - Gaye Quilty
Co-Presidents - Kathy Butera and Matt Jonas Colorado
Treasurer - Matt Zies
Co-Treasurer - Ed Myers
Secretary - Jamekia Williams
Board Member - Sylvia Cavazos
Board Member - Virginia Cude
Board Member - Diana Lema-Moore
Board Member - David Meeker-Williams
Board Member - Martha Meyers
Alternate - GPR

Civic Club board members serve on committees, such as Beautification, Clubhouse, Mobility, Newsletter, Parade, Governance, Architectural Review and Security.

The Civic Club’s Board of Directors has a standing board meeting the third Monday of the month beginning at 6:00 p.m. at the Clubhouse. The board does not meet in December.

If you have a concern, suggestion or question, please consider attending our meeting or sending an email to info@lindalepark.org. We want to address your concerns and all work together to make Lindale Park an even better neighborhood.

Annual Neighborhood Dues
Effective: Year: January 1, 2017 to December 31, 2017

The Lindale Park Civic Club’s annual fee for neighborhood dues is $50 and its due to pay your voluntary dues for 2017. Dues are $50 per year and help tremendously with the upkeep of the neighborhood we call home.

Your dues will support many important projects in the neighborhood, including the upkeep of the Clubhouse and lawn care, flags for Irvington Boulevard, maintenance and care of the flowerbeds on Irvington Boulevard, printing newsletters, fliers and signs, police bike patrol for Halloween as well as neighborhood events, including the 4th of July Parade, National Night Out and the Christmas Party.

Complete the Neighborhood Dues Application, make your check or money order payable to Lindale Park Civic Club and mail the application and payment to 218 Joyce St., Houston, TX 77098. (Or, drop your stamped envelope at the Clubhouse.)

Remember if you’re registering more than one person in the household, please be sure to provide name and contact information for all parties.

Pay Neighborhood Dues Online NOW
Click "Buy Now" to pay your LPC neighborhood dues online through PayPal.

Quarterly Meetings
Civic Club meetings are open to ALL Lindale Park residents, regardless of Civic Club membership status. Meetings are held the fourth (4th) Tuesday of the month at 7 p.m. during February, May, August and October. All meetings take place in the Clubhouse located at 218 Joyce St.
Yard of the Month Winners

Congratulations to our Yard of the Month winners for April and May:

April 2023 Winners

288 Western Ave. - Rob & Cindrella Befield
1200 Meadowdale Ln. - Steve & Kim Jones
2411 Oak St. - Kaylee Herbison

May 2023 Winners

450 Water St. - Ron & Karen Rock
371 York St. - Elizabeth Moore
514 Meadowave St.

Holiday Inn Express Winners

225 East State St. - Michael Harvey and Melissa Krueger
1302 Woodstock St. - Cindy Bajery
404 Meadowave St. - Michelle and Larry Gansen

June/July Winners

308 High St. - Tom and Toni, Roland Rodriguez
491 East St. - The Hackett's
781 Woodstock St.

Lindale Park's Playground Design Day

A HAPAC grant has enabled the kids and grown-ups who joined our Sep 7 Design Day session at St. Albert's Church to create a special playground. We are now accepting orders for the new playground. If you would like to order a higher-resolution copy of the design plans, please send an email to familyoutpost@gmail.com.

Neighborhood Calendar

If you have a neighborhood calendar and would like to contribute to our calendar, please let us know.

Good Clean Up Day for Lindale Park's Waste Collection Schedule:

Lindale Park Civic Club, GENERAL CALENDAR

Waste Collection Schedules:
- Garbage pickup for all of Lindale is every Friday.
- yard debris, small branches and leaves must be placed in the brown garbage cart. They must be in compostable bags, not weighing more than 50 pounds, and placed at the curb by 7:00 AM on the same day as your regular garbage pickup.
- Small branches may be cut in bundles as long as each bundle is less than 4 feet in length, 10 inches in diameter and not weighing more than 50 pounds.
- Yard debris includes all yard waste, including grass, leaves, branches, and twigs. yard debris pickup is every other Friday, on designated days.

Heavenly Trash Pickup Schedule:
For the Sept 1 weekly schedule:
- Trash pickup is typically every week, so place your name, number and 3 items. Click here to see the Friday & Schedule.
Brief History of 5006 Fulton Street

The February 28 Quarterly Meeting will be used to discuss the variance request at 5006 Fulton St. As we gather as a community to decide how we wish to respond, I want everyone to have some background information.

Lindale Park is represented by a civic club. As a community member, you choose whether to participate in the civic club. The board of the civic club is elected by majority vote of members at the August Quarterly Meeting.

The bylaws of the civic club state clearly that the purpose is “to maintain the residential character of the neighborhood and to promote the civic and social welfare of the community.” We have attempted to honor that purpose by holding community events at least three times a year (National Night Out, 4th of July Parade, Christmas Party), maintaining esplanades, honoring those homes that are particularly well decorated or landscaped, paying for extra patrol on Halloween, bringing a new playground to the neighborhood and by implementing Chapter 42 protections. We also do a number of behind the scenes activities attempting to advocate on behalf of the neighborhood with our elected representatives.

The variance at 5006 Fulton St. is a request to change the use of the property from residential to an unrestricted reserve. An unrestricted reserve can be used in any way the owner wishes.

Some residents have wondered how a property on Fulton Street came to be residential. In 2004, the current owner of the property, having bought a combination of commercial and undeveloped, residential lots, requested a variance to replat as one residential lot. At the time, the owner was told that the rail line was going to be on Fulton Street, and the owner decided to move forward with the residence. He was granted the variance, and the mixed lots were replatted to a single residential lot for single-family use. He then built the home that we see today.

In 2012, the owner wanted to replat to commercial to create La Mansion. The community had multiple open meetings with members speaking both in favor and against. That replat was not granted.

Also in 2012, the Civic Club and the community began the process of the Chapter 42 SMLS protections. The property at 5006 Fulton St. was included in the Gale Blockface protection that passed in May 2014 and in the Area 426 protection that passed July 14, 2015. These protections passed with more than 60 percent of the area property owners and are binding on the properties included.

Properties identified in the Harris County Appraisal District as residential, single family at the time must stay residential, single family. The property at 5006 Fulton St. also was identified as residential, single family. Chapter 42 protections include that variances should not be granted for five years after the protections go into place.

Please see page 2
Continued from page 1
As a civic club board, we work hard to maintain the residential character of our neighborhood. We also aim to stay community driven. I encourage as many members of the community as possible to come to the February 28 meeting to discuss our community response.

Additionally, the variance request will be heard at 2:30 p.m. March 2 at the planning commission at the City Hall Annex (900 Bagby St). We encourage all interested community members to attend. Please watch Nextdoor and Facebook for updates.

- Martha Meyers, Lindale Park Civic Club President

Yard of the Month Winners

The October 2016 newsletter was printed and published before Halloween Yard of the Month judging, so let's take a moment to reflect and congratulate the spookiest winners from Halloween 2016!

Halloween 2016 Winners
225 Ave of Oaks St. – Julius Penning and Manuel Maldonado
1002 Sue St. – Carlos Rangel
506 Milwaukee St. – Richard and Letty Galvan

And, these winners had the merriest and most festive yard decorations and lights in Lindale Park! Congratulations to our Best Holiday 2016 Yard of the Month Winners!

Best Holiday 2016 Winners
904 Eleanor St. – Mr. and Mrs. Roland Rodriguez
814 Sue St. – The Telles Family
703 Woodard St.

Now, be sure to get your yards ready for springtime Yard of the Month judging!

Special thanks go to our Beautification Committee team members for driving around Lindale Park streets to find the best-looking yards around!

Garden Tip: Composting at Home

Love free stuff? Start composting!
Backyard composting is the healthiest thing you can do for your garden, but it has other benefits, too. Composting recycles kitchen waste, which keeps your aging garbage disposal alive a little longer, and your pipes flowing cleaner. Your trashcan smells better because it's not full of food waste. Composting reduces landfill waste, and it's better for Mother Earth than chemical fertilizers.

What can I compost?
You can compost any non-animal food item and yard waste: Veggie and fruit scraps, eggshells, grass clippings, old garden plants, straw, pine needles, paper, cardboard, dryer lint, pet hair and especially leaves. Worms (who enrich the soil) love coffee grounds and tea leaves. You need twice as much dry material (like leaves) as wet waste (table leftovers).

Collect food scraps in the kitchen until you're ready to take them to the compost. Compost keepers are available in stores, but a plastic container with lid works fine.

How do I compost?
Because we live in an urban area, you need a compost bin that pests can't enter. You can buy one or make it from a large plastic storage container. Drill plenty of holes in the bottom for drainage and set it in a shady spot. Layer twigs or straw on the bottom, then make compost lasagna by layering kitchen scraps with yard waste (leaves, pine needles). Put a layer of dirt on top and water lightly. Close the lid securely. Every few weeks, open your bin and give the pile a turn with a pitchfork or shovel. Two bins are better than one, so you can let one mature while you add to the other.

Add compost as you go, mixing in new material with the old. When the compost looks like dirt, it's ready. Mix it with your garden's soil, and you'll soon have the prettiest yard on the block!

- Dinah Massie, Graceland Street Resident
A Christmas Tradition Worth Mentioning

While it’s nearing springtime now, we can’t help but take a short trip down memory lane to mention a beloved December tradition in our neighborhood – Lindale Park’s Annual Christmas Party! Held every year at the Clubhouse, this festive evening puts everyone in the Christmas spirit.

This time, neighbors and friends gathered December 6, 2016, to enjoy light bites and desserts, beverages and entertainment by Mariachis from the Northside High School Band. A visit from Santa and his elves delighted the youngsters and the young at heart that evening. Lots of door prizes and goodies were given away as well.

At the party, St. Alban’s Episcopal Church received a very special award from the Masonic Lodge #1347. The 2016 Community Builder Award was presented to St. Alban’s in “recognition of your long and distinguished service and personal contributions to the community.” Rev. Bill Laucher was there to accept the award on behalf of the church.

The Civic Club is grateful for everyone who helped make this neighborhood tradition such a success, including all our neighbors who contributed to the potluck-style dinner; Near Town Properties for generously donating $150 in gift cards used for door prizes and giveaways; and Mike Bowlin Photography for taking photographs at the party.

- Camille Webb, LPCC Secretary

Chef Lindale Park

Jorge Colorado Memorial Bread Pudding

In November, Lindale Park lost our neighbor, Jorge Colorado. Jorge was the beloved husband of longtime neighbor, volunteer and board member, Victoria Salinas. This recipe celebrates Jorge’s love of good food and warm spirits.

Bread Pudding Ingredients:
- 1 loaf stale bread
- 1 quart milk
- 3 eggs
- 1 ½ cups granulated sugar
- 2 tablespoons vanilla extract
- Butter for greasing pan

Crumble the bread and soak it in the milk for about one hour (or slice it into squares and crumble later after the soak). Preheat oven to 325. Grease 9x13x2-inch baking dish with butter (or cupcake tins for individual servings). Beat together eggs, granulated sugar and vanilla extract. Stir in with bread. Pour into prepared dish and bake in oven until browned and set about 1 hour 10 minutes (somewhat less time with cupcake tins). Cool to room temperature.

Whiskey Sauce Ingredients:
- 8 tablespoons butter
- 1 cup powdered sugar (a.k.a. confectioners sugar)
- 1 egg
- 4 tablespoons whiskey

Heat butter and powdered sugar in the top of a double boiler until sugar is dissolved and mixture is very hot. Remove from heat. Beat in egg. Continue heating until cool. Add whiskey (or vanilla or almond or orange extract if serving children) to taste.

To serve, cut into individual serving pieces and transfer to a heatproof serving dish. Spoon sauce over pudding and run under broiler until bubbling. (If using cupcake tins, the bread pudding is ready for individual servings.)

Photo by Mike Bowlin Photography
Lindale Park Civic Club Board Members

President – Martha Meyers  
Co-Vice Presidents – Jessica Rangel and Ed Reyes  
Treasurer – Sarah Evans  
Secretary – Camille Webb  
Board Member – Sylvia Cavazos  
Board Member – Gwyn Guidy  
Board Member – David Meeker-Williams  
Board Member – Vicky Salinas Colorado  
Board Member – Matt Zeis  
Board Member – OPEN*

*Due to a recent resignation, we have one OPEN board member position on the Civic Club board. Whether you have lived in the neighborhood for one year or 10 years, we would love to have your help on the board! Civic Club board members serve on committees, such as Beatification, Clubhouse, Mobility, Newsletter, Parade, Architectural Review, Security and Events (National Night Out, Christmas Party, etc.).

Volunteer with this important group of neighbors and help make decisions for the betterment of Lindale Park! If you are interested in volunteering to serve on the board, please reach out to current LPCC President Martha Meyers at info@lindalepark.org.
Judge Emmett Is Guest Speaker

Please join the Lindale Park Civic Club as we welcome Judge Edward M. Emmett as our guest speaker at the Tuesday, May 23 Quarterly Meeting. The meeting will begin at 7 p.m. at the Clubhouse located at 218 Joyce St.

Emmett will give a breakdown of all the functions of Harris County and what his job entails, followed by a question and answer session. His main purpose is to listen to issues, questions and/or concerns from our community.

Emmett became Harris County Judge on March 6, 2007.

A member of the Texas House of Representatives from 1979 to 1987, Emmett was chair of the Committee on Energy, a member of the Transportation Committee, and represented the state on numerous national committees relating to energy and transportation policy.

In 1989, President George H. W. Bush nominated Emmett as a Commissioner at the Interstate Commerce Commission. After being confirmed unanimously by the United States Senate, Emmett served on the commission for three years.

Emmett has received international recognition for his work in transportation and logistics policy. He was named Transportation Person of the Year by Transportation Clubs International and one of the Top 20 Logistics Professionals by Logistics Forum.

Emmett, working with the county commissioners, manages the nation’s third largest county. He also is director of Harris County’s Office of Homeland Security and Emergency Management, chair of the Harris County Juvenile Board and chair of the Conference of Urban Counties Policy Committee.

Time to Pay Neighborhood Dues for 2017

It’s that time again, folks! The Lindale Park Civic Club’s annual drive for neighborhood dues is here, and it’s time to pay your voluntary dues for 2017. Dues are $35 per year and help tremendously with the upkeep of the neighborhood we call home.

Your dues support many important projects in the neighborhood, including the upkeep of the Clubhouse and lawn care, flags for Irvington Boulevard, maintenance and care of the flowerbeds on Irvington Boulevard, printing newsletters, fliers and signage, police bike patrols for Halloween, as well as neighborhood events, including the 4th of July Parade, National Night Out and the Christmas Party.

All residents soon will receive an invoice mailer and application for 2017 neighborhood dues. If you’ve received your mailer before the May 23 Quarterly Meeting, bring it with you, along with your payment, to pay your dues in person. Copies also will be available at the meeting.

Can’t make it to the meeting? Drop off or mail your application and payment to 218 Joyce St., Houston, TX 77009. Please make checks payable to Lindale Park Civic Club.

- Camille Webb, Lindale Park Civic Club Secretary

Lindale Park Masonic Lodge Open House

Lindale Park Masonic Lodge No. 1347 invites you to an Open House from 10 a.m.-2 p.m. Saturday, May 27! The Masonic Lodge is located at 202 Ave of Oaks St., on the corner of Ave of Oaks and Fulton Streets. While there, enjoy some refreshments and burgers, tour the building and learn about our fraternity and who we are. We look forward to your visit!

Lindale Park Lodge has been a neighbor in the Lindale Park community since 1959. More than 600 members have passed through the doors of our Masonic Lodge in all those years.

- Lindale Park Lodge No. 1347
Lemonade Recipes Lend to Sweet Success

A new and tasty competition started April 29 at the Lindale Park Playground with its first-ever Lemonade Contest! Contestants ages 13 and younger were invited to submit their best lemonade recipes for judging and to sell on site.

Lemons, of course, were the main ingredient in each recipe, but contestants could dabble with spices, fruits and even vegetables.

The competition and judging were intense! “There were eight entries and six judges,” notes Gwyn Guidy, who served as contest co-chair, along with Rev. Bill Laucher.

Judges took turns tasting samples of the sugary and fruity beverages. Scores were based on overall lemon flavor, overall general flavor, sweetness, color and texture.

“There was only a one point difference between first and second place, Guidy notes, and only four points difference between second and third place.” She adds that it was indeed “a very close contest!”

Talia, 4, won First Place; mother is Crystal Torrez. Second Place went to Dominick, 7; grandmother is Kathy Gutierrez. Siblings Daphne and Oscar, 10 and 7, won Third Place; parents are John Parkey and Camille Webb.

Guidy already is planning for this to become an annual event with even more awards.

“Next year, we will include a trophy for best stand,” she says.

- Camille Webb, Lindale Park Civic Club Secretary

Let’s Celebrate Our Lindale Park Grads

Let’s take a moment to congratulate our Lindale Park graduates! We wish them well on their next journey.

Nicholas A. Allen will graduate May 26 from Heights High School.

Nicholas is Vice-President of the Heights High School chapter of The Woods Project and has been selected to participate in the organization’s 2017 Alumni Leadership Summer Program in the Apostle Islands, Wisconsin. He will spend two weeks kayaking the islands on Lake Superior in Northern Wisconsin!

He will attend The University of Texas at San Antonio in the fall, majoring in political science.

Louis Oviedo II will graduate May 20 from St. Pius X High School. For the past four years, he has been a competitive clay shooter with Harris County 4-H. He was recruited to attend Schreiner University to join its national
shooting team and was awarded several four-year scholarships to assist with tuition.

Louis made St. Pius X history by being the first student to sign commitment papers and receive scholarships for clay shooting! He wants to earn his bachelor's degree in international business or finance.

The Villarreals are excited to celebrate the “double” graduation of their sons! Peter Roland Villarreal III graduated May 13 with a bachelor's degree in business from Baylor University, and Julian Patrick Villarreal will graduate May 28 from Lamar High School.

Peter has accepted a position with Oracle that begins in August. Until then, he will spend time with family and travel this summer.

Julian graduates with a 4.0 GPA and is a member of the elite Lonestar Society at Lamar High School. He will attend Baylor University in the fall, majoring in business.

As some neighbors will recall, we had a meeting with TxDOT in the neighborhood about their plan. TxDOT was very helpful and incorporated changes related to our feedback.

The current plan will include an on-ramp north of Cavalcade for northbound traffic and an off-ramp north of Cavalcade for southbound traffic (very similar to our current access.) The on-ramp to I-610 westbound from Irvington will be closed. Our westbound access to I-610 will be moved to west of I-45. TxDOT will push the access road along I-610 under I-45. We will cross Fulton (and the METRORail) at grade. To get to Lindale from the west side on the loop, we will exit before I-45 and run along the access road at grade, again crossing the rail at grade.

I have concerns about the increase in traffic at the rail crossing at grade. I requested the designers look at what the increase in surface traffic will do to the intersection of I-610 and Fulton to make sure they have allowed for the increased complexity the rail produces at that intersection. I would prefer some kind of ramp solution. I encourage EVERYONE to look closely at the plan (www.ih45northandmore.com) and provide comments. The comment period is open until June 27.

- Martha Meyers, Lindale Park Civic Club President

---

Yard of the Month Winners

Congratulations to our Yard of the Month winners for April and May! Special thanks go to our Beautification Committee team members for driving around Lindale Park streets to find the best-looking yards!

**April 2017 Winners**

209 Fairbanks St. – Todd & Cristina Buehlman

904 Ave of Oaks St. – Jose & Elizabeth Cantu

811 Gale St. – Jason, Berenice, Elena & Savannah Yu

**May 2017 Winners**

605 Eleanor St. – Kevin & Sherri Stevenson

303 Joyce St. – Elizabeth Payne

614 Milwaukee St.
Chef Lindale Park

Our guest Chef Lindale for this issue is Graceland Street resident Dinah Massie who brings us a healthy, vegetarian dish to try for lunch or dinner.

**Cheesy Quinoa Pilaf with Spinach**

Quinoa (pronounced “KEEN wah”) is an ancient South American grain that was sacred to the Incas. Its health benefits are impressive: It contains all nine essential amino acids, is high in fiber, magnesium, B-vitamins, iron, potassium, calcium, phosphorus and antioxidants. And, it’s gluten free. Quinoa is a more nutritious substitute for rice.

**Prep time: 10 min / Cook time: 30 min / Ready in: 40 min**

- ½ Cup Quinoa
- 1 ¼ Cup water
- 3 Tablespoons olive oil
- 2 Tablespoons raw sunflower seeds
- 2 Cloves Garlic, minced
- ½ Cup fresh spinach or kale leaves
- 2 Teaspoons lemon juice
- 1/3 Cup grated Gouda cheese

Put the quinoa in a pot with the water. Bring the water to a boil, lower the temperature and simmer until the quinoa is tender, (15 - 20 minutes). Set aside.

Heat the olive oil in a skillet over medium heat. Stir in the sunflower seeds and cook until lightly toasted (about 2 minutes).

Stir in the garlic and cook until the garlic softens (about 2 minutes).

Stir in the cooled quinoa and spinach; heat and stir until the quinoa is hot and the spinach has wilted.

Add the lemon juice and all but a pinch of the cheese.

Stir until the cheese has melted. Serve sprinkled with the remaining cheese.
March 1, 2018

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

Re: Fulton on the Rail, TDHCA # 18337 – Houston, TX

Dear Mr. Irvine,

I am writing to you on behalf of Fulton on the Rail located at 5009 Fulton St., Houston, Texas 77009. This letter is to affirm our support of the application for 2018 9% Competitive Housing Tax Credits being requested through the Texas Department of Housing and Community Affairs.

Attached you will find evidence of our tax exemption status as well as our existence and participation in the community.

If any additional information is needed, please contact us at (713) 691-1264 or GREATERJERUMBC@SBCGLOBAL.NET

Sincerely,

Joe Fred Russell
Pastor
8901 Jensen Drive
Houston, Texas 77093
Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

We have further determined that you are not a private foundation within the meaning of section 509(a) of the Code, because you are an organization described in sections 509(a)(1) and 170(b)(1)(A)(i).

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status and foundation status. In the case of an amendment to your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, you should inform us of all changes in your name or address.

As of January 1, 1984, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of $100 or more you pay to each of your employees during a calendar year. This does not apply, however, if you make or have made a timely election under section 3121(w) of the Code to be exempt from such tax. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Since you are not a private foundation, you are not subject to the excise taxes under Chapter 42 of the Code. However, if you are involved in an excess benefit transaction, that transaction might be subject to the excise taxes of section 4958. Additionally, you are not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please contact your key district office.

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely.
CHURCH HISTORY

With a God led spirit, and a Godly desire to secure a place to worship for a group of disciples in the North East section of Houston, a group of believers met and organized a Church. This assemblage took place Sunday, March 13, 1966 at a house of worship on Autumn Street. Several names were suggested for the newly organized Church. From a far corner in the Church auditorium Sister Ella Coleman rose and proposed the name Jerusalem Missionary Baptist Church. To make a distinction between the large numbers of churches with the same name the word “Greater” was added, thus the official name became “GREATER JERUSALEM MISSIONARY BAPTIST CHURCH”. A name that has stood for a unified people with a Godly spirit.

This group of disciples negotiated a contract to secure a facility at 8312 Eastex Freeway, which would serve as its home for the next three months. It was at this location on March 24, 1966, that the Church was officially organized. This service with 108 members present was conducted by the Pastor S. L. Farris, Pastor of the Macedonia Baptist Church and Moderator of the American Baptist Association; along with Pastor H. D. Smith, First Vice Moderator; and the Pastor H. D. Stewart, who delivered the spoken Word.

This ever expanding group purchased a facility at 6113 Jensen Drive, which would serve as its House of Worship for almost eight years. June 19, 1966 these Christian Soldiers marched from the Eastex Freeway location to their new House of Worship with Brother Roosevelt Coleman and Wayman Hopkins carrying the Cross.

Many Pastors shared the word until a Pastor was sent to us. Among them were the Pastor Wiley L. Dunn, H. L. Price, Donald Burge and N. T. Burks, Jr.

On October 17, 1966, the Reverend Wilbert Leo Daniels was installed as the first Pastor by Pastor M. L. Price along with the Pastor A. Doyal McCraw. Pastor W. Leo Daniels stood as a giant in the Spirit.
Arena, encouraging our hearts with such sermons as “It’s Coming Up Again”, “Quit Talking To Yourself”, and many others.

Pastor W. Leo Daniels took a small band of members and embarked on a journey that would take him to the bed sides of all the sick members in both the homes and hospitals, thus a Hospital and Home Ministry began.

Under Pastor W. Leo Daniels leadership Greater Jerusalem moved from selling dinners to support God’s Kingdom to tithes and offering. With God’s plan of financing the entire church building was renovated, three buses and two station wagons were purchased, and an eight room parsonage was constructed, at 2702 Caplin and a day care center was organized.

With a determined spirit to carry out the “Great Commission,” Pastor W. Leo Daniels, along with his wife, Nevarro and the Church family, initiate ministries on KCOH and KFMK Radio Stations. In addition Gospel Melody Hour was telecasted each Sunday morning on KHTV.

In the next three years the Church membership grew steadily. The Reverend Aaron Jefferson Jr. joined the flock, and became “Special Aide” to the Pastor. The continued growth of the membership and Pastor W. Leo Daniels desire to minister to the individual need of each member created a need of a Co-Pastor. On March 26, 1972, the Reverend C. D. Daniels, Jr. was chosen by Pastor W. Leo Daniels as Co-Pastor.

With a growing membership and additional space needed, a million dollar facility at 8901 Jensen Drive, formerly known as Melrose Baptist Church was purchased. March 3, 1974, the Church sponsored a “Great March on Sin 74.” Thousands of Christians led by Pastor W. Leo Daniels and Pastor C. D. Daniels, Jr., members, friends, Kashmere Stage Band and many City officials marched from 6113 Jensen Drive, to 8901 Jensen Drive, the present location.

In August, 1974, Pastor W. Leo Daniels organized the Greater Jerusalem Baptist Church Private School; the school included a Day Care Center, Pre-School, Kindergarten and Grades 1 thru 8.

Because of Pastor W. Leo Daniels vision for better living conditions for the elderly and handicapped, along with the Church family support plans were made to construct a high-rise facility for them. This vision became a reality with a record breaking award of 2.98 Million Dollar Federal Grant to finance and complete this project.

Pastor W. Leo Daniels was not to witness the fulfillment of his vision. He entered eternal rest April 25, 1977, after a high prolific gospel ministry that spanned more than eleven (11) years.

Pastor C. D. Daniels who had accepted the call in 1975 to pastor the congregation of the Greater Progressive Baptist Church in Fort Wayne, Indiana returned back to Greater Jerusalem Missionary Baptist Church on May 8, 1977 to oversee the body of Christ. Under the most able leadership Reverend Aaron Jefferson was named Assistant Pastor. Pastor C. D. Daniels fulfilled the vision for a high-rise facility for the elderly and handicapped envisioned by his brother Pastor W. Leo Daniels. On August 19, 1980 the W. Leo Daniels Towers, an eight story, 100 unit apartment complexes with a full service kitchen was dedicated in memory of the late W. Leo Daniels by Greater Jerusalem under the leadership of Pastor C. D. Daniels. Also, nineteen Deacons were ordained; the Church sanctuary was renovated in, the premier of the W. Leo Daniels Memorial Day In Revival, a Leadership Institute was
developed to assist newly appointed officer’s function in their assigned positions, and a Senior Citizen’s Bible Study on Wednesday mornings.

The Church maintained “The Great Commission” as forerunner and the Church remained on fire doing the task of Evangelism pledging to stand boldly, and proclaim that “Jesus Is Lord”. The highlight of Evangelism was the School of Evangelism organized by Pastor C. D. Daniels, Jr. There were approximately 125 graduates of this school.

During the illness of Pastor C. D. Daniels, Jr. his son, Pastor Darryl Daniels returned home to assist him. The Church was blessed for 17 years under the leadership of Pastor C. D. Daniels, Jr. until God called him home on October 23, 1994.

After Pastor C. D. Daniels entered into eternal rest, Pastor Darryl Daniels was called to oversee the body of Christ. Under his leadership the church continued to grow and prosper. November 3, 1996 Pastor Darryl Daniels resigned.

On May 7, 1997 Pastor Joe Fred Russell who was pastoring Mt. Olive Baptist Church in Corrigan, Texas was asked to return to oversee the body of Christ. He was privileged to serve under the late Pastor W. Leo Daniels, late Pastor C. D. Daniels, and Pastor Darryl Daniels.

With the church focusing on “Launching Out By Faith Into The Deep” we have accomplished many things. Under this theme Evangelism is the full time ministry of the church. Evangelism is taught in three (3) twelve (12) week classes on Sunday morning along with Christian Education. Our Evangelism Ministry goes from door to door witnessing at least once per quarter. Each first (1st) Saturday all sick members are visited and all confined members are administered the Lord’s Supper.

Between the years of 2000 and 2011, 633 individuals became members of Greater Jerusalem. During this same period 74 have transition from time into eternity.

Many physical blessings have been shown towards Greater Jerusalem during Pastor Russell leadership. Nine Deacons were ordained. A bus ministry with a handicapped bus is now operating, complete renovation of the church with new pews, offices, lighting, additional classrooms. In August, 2002 five acres of land was purchased for future development at a cost of $ 160,000.00. May, 2003 Value Pawn Shop located at 9008 Jensen Drive was purchased, and is now a twelve (12) station Barber and Beauty Salon, Supply House and Record Shop at a renovated cost of $ 104,464.00. September, 2003 Southern Pawn Shop located at 8910 Jensen Drive was purchased and is now a Cosmetology School at a renovated cost of $ 248, 970.00. September, 2004 Sun Dance Auto building located at 2814 Firnat was purchased, and is now counseling center for teen pregnancy, drug addiction, alcohol addictions, HIV counseling, at a renovated cost of $ 75, 579.00. July, 2009 the Community Recreation Center located at 8901-C Jensen Drive with a weight room, men and women locker rooms, a full gymnasium, twelve (12) class rooms was opened at a cost of $ 998,000.00. During September, 2008 Hurricane Ike damaged our church so severely that we held services in our Fellowship Hall. The damages to the church were in excess of $ 500,000.00. During the same storm the Counseling Center located at 2814 Firnat was totally destroyed. The damages to the counseling center were in excess of $ 220,000.00. During the year of 2008 a Two Million Dollar ($ 2,000,000.00) renovation project that included an Eight Hundred Eighty-Six Thousand Dollar ($ 886,000.00) grant from the City of Houston. In November, 2010 the renovation project was completed.
We are Grateful to God for His tremendous goodwill toward this church family and its shepherds. May God’s will for Greater Jerusalem forever be manifested and exhibited through God’s divine guidance and through our obedience to our Leader. TO GOD BE THE GLORY!!!

CURRENT EVENTS

Current Events
MONTHLY EVENTS

Verse Of The Day

*Psalm 73:25-26*

“Whom have I in heaven but you? And earth has nothing I desire besides you. My flesh and my heart may fail, but God is the strength of my heart and my portion forever.” […]

Greater Jerusalem Missionary Baptist Church, Houston, Texas. Copyright © 2018. All Rights Reserved.
March 1, 2018

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

Re: Fulton on the Rail, TDHCA # 18337 – Houston, TX

Dear Mr. Irvine,

I am writing to you on behalf of Fulton on the Rail located at 5009 Fulton St., Houston, Texas 77009. This letter is to affirm our support of the application for 2018 9% Competitive Housing Tax Credits being requested through the Texas Department of Housing and Community Affairs.

Attached you will find evidence of our tax exemption status as well as our existence and participation in the community.

If any additional information is needed, please contact us at 713-845-2400 and/or m.mitchell@hbdi.org.

Sincerely,

[Signature]

Marlon D. Mitchell
President/CEO

Houston Business Development, Inc.
5330 Griggs Road,
Houston, Texas 77021
Taxpayer Identification Number: 76-0216784

Dear Taxpayer:

Thank you for the inquiry dated Feb. 09, 2005.

We have changed the name on your account as requested. The number shown above is valid for use on all tax documents.

If you have any questions, please call us toll free at 1-877-829-5500 between the hours of 8:30 a.m. and 5:30 p.m., Eastern Time.

If you prefer, you may write to us at the address shown at the top of the first page of this letter.

Whenever you write, please include this letter and, in the spaces below, give us your telephone number with the hours we can reach you. Also, you may want to keep a copy of this letter for your records.

Telephone Number ( ) __________________________ Hours ______________

Sincerely yours,

Marilyn Cook
Dept. Manager, Code & Edit/Entity 3

Enclosure(s):
Copy of this letter
Description of Organization & Background

Houston Business Development, Inc. (HBDi) is a certified Community Development Financial Institution that has served Houston for nearly thirty years providing small businesses with access to affordable loans, technical assistance and counseling services. Since its inception in 1986, a time when Houston was at the peak of economic recession, HBDi has funded over $45 million loans and assisted thousands of aspiring entrepreneurs and business owners with access to affordable capital and management assistance not readily available from banks and conventional lenders. As a CDFI, HBDi’s mission is to stimulate economic growth, support the expansion of small businesses, combat community deterioration and foster employment opportunities for low-moderate income citizens.

HBDi operates out of the historic Palm Center, a 26-acre site built in 1955 as a vibrant retail hub at the urban periphery. Beginning in the 1960s demographic shifts across the city pulled resources and investment dollars to suburban areas; resulting in local economic decline. In 1986, the City of Houston conveyed ownership of the then defunct Palm Center shopping center (located at 5330 Griggs Road in Houston’s Southeast Quadrant) to HBDi. Since then the 160,000 square foot center has been redeveloped into a mixed-use Business Technology Center (called Palm Center BTC), which today is the headquarters of HBDi, and flex-office space for over 50 local small businesses, non-profit organizations and governmental agencies including, the United States Post Office, Harris County Tax Assessors, Constable’s Office, Justice of the Peace, Dental Clinic, Houston Police Substation, Houston Area Urban League, and the Young Branch Public Library. Providing essential services to over 1500 community residents and having created over 400 permanent jobs, the Palm Center BTC has been transformed into an invaluable community asset, contributing to the stability of surrounding neighborhoods that were once stigmatized by crime and drug activity.

HBDi has earned the Community Based Development Organization (CBDO) designation and now stands ready to augment its on-going business development success with a land development strategy designed to promote comprehensive community revitalization; improving commercial parcels and expanding investment in housing and homeownership, thereby increasing both area corporate strength as well as household wealth.

The evidence that this approach is successful can be seen all around Palm Center where new businesses and redevelopments abound. This center serves as beacon to this community. Approximately 1200 persons annually attend one-on-one business counseling sessions, workshops and seminars to make use of an array of support services offered at the Palm Center BTC. This has helped promote the growth of small businesses, and made HBDi uniquely aware of the need for market and moderately priced new housing for area sustainability. The redevelopment of Palm Center has served as a catalyst for other development in the area including the Palm Center Park, Texans YMCA, the Oasis Garden Homes and KIPP Academy. Developments currently under construction include the Village at Palm Center, a 222 unit apartment complex ($40 million), and a new stand alone location for the Young Branch library ($12 million). The planned area-wide residential infill development coupled with the new Metro Southeast rail line which runs in front of Palm Center BTC, enables HBDi to assist in sustainably transforming the neighborhood and in building a sustainable community in which residents thrive.
Houston Business Development, Inc. (HBDi) is a non-profit 501 (c)(3) corporation established in 1986 by the City of Houston. The corporation’s mission is to stimulate economic growth, support the expansion of small businesses, combat community deterioration and foster employment opportunities for low-moderate income citizens in the Houston metropolitan area and surrounding counties.

Testimonials

HBDi in tandem with Chase Bank provided acquisition financing to make the redevelopment project a reality, which has spurred additional developments and revitalization efforts in the area and the creation of over 100 jobs in the Third Ward Renaissance Cooperative.

Gov
erned by a 13-member board of directors comprised of business, financial, and community leaders, HBDi has been involved in nurturing the development and growth of small businesses for more than 24 years.

Headquartered in Houston’s southeast quadrant, in the Palm Center – Business Technology Center, a 160,000 square-feet mixed-use business complex, HBDi accomplishes its mission through providing affordable, flexible small business loans and an array of business support services designed to enhance the growth of small businesses.

As a non-bank, community lending organization, HBDi has served as a catalyst in providing aspiring entreprenuers and small
business owners with debt capital and access to an array of resources to start and/or expand their businesses. Since inception, the corporation has participated in funding approximately $82 million in small business loans in Houston, resulting in nearly 2500 jobs being created for low-moderate income citizens.

To learn more about our loan products and how we might help you, [Click Here](#)

---

Follow Us On Twitter

**Tweets by @hbdior**

* Small Business Loans @hbdior
  Houston Business Development, Inc. (HBDi) is a non-profit 501(c)(3) corporation established in 1986 by the City... [fb.me/8WMkuCjpl](fb.me/8WMkuCjpl)

Feb 16, 2018

---

**READ OUR BLOG**

- REQUEST FOR QUALIFICATIONS
- HBDi’s – Marlon Mitchell “Financial Services Champion of the Year”
- “Look What’s New – Palm Center Redevelopment Plan”
- Palm Center – BTC Redevelopment
- How important is Character in Obtaining a Loan?
According to the records of the Comptroller of Public Accounts, the following exemption(s) from Texas taxes apply to the above organization(s):

- Franchise tax, as of 04-22-1986
- Sales and use tax, as of 07-01-1992
  (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: 17602167847

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 (TDHCA)  
221 East 11th Street  
Austin, Texas 78701

Re: Fulton on the Rail, TDHCA # 18337 – Houston, TX

Dear Mr. Irvine,

I am writing to you on behalf of Fulton on the Rail located at 5009 Fulton Street, Houston, Texas 77009. This letter is to affirm our support of the application for 2018 9% Competitive Housing Tax Credits being requested through the Texas Department of Housing and Community Affairs.

Attached you will find evidence of our tax exemption status as well as our existence and participation in the community.

If any additional information is needed, please contact my office at (713) 688-2900, extension 224.

Sincerely,

Bishop James W.E. Dixon, II  
Pastor
Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from Federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3). We have further determined that you are not a private foundation within the meaning of section 509(a) of the Code, because you are an organization described in sections 509(a)(1) and 170(b)(1)(A)(i).

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status and foundation status. In the case of an amendment to your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, you should inform us of all changes in your name or address.

As of January 1, 1984, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of $100 or more you pay to each of your employees during a calendar year. This does not apply, however, if you make or have made a timely election under section 3121(w) of the Code to be exempt from such tax. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Since you are not a private foundation, you are not subject to the excise taxes under Chapter 42 of the Code. However, you are not automatically exempt from other Federal excise taxes. If you have any questions about excise, employment, or other Federal taxes, please let us know.

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of Code sections 2055, 2106, and 2522.

Contribution deductions are allowable to donors only to the extent that their contributions are gifts, with no consideration received. Ticket purchases and similar payments in conjunction with fundraising events may not
NORTHWEST COMMUNITY BAPTIST CHURCH

necessarily qualify as deductible contributions, depending on the circum-
stances. See Revenue Ruling 67-246, published in Cumulative Bulletin 1967-2,
on page 104, which sets forth guidelines regarding the deductibility, as chari-
table contributions, of payments made by taxpayers for admission to or other
participation in fundraising activities for charity.

In the heading of this letter we have indicated whether you must file Form
990, Return of Organization Exempt From Income Tax. If Yes is indicated, you
are required to file Form 990 only if your gross receipts each year are
normally more than $25,000. However, if you receive a Form 990 package in the
mail, please file the return even if you do not exceed the gross receipts test.
If you are not required to file, simply attach the label provided, check the
box in the heading to indicate that your annual gross receipts are normally
$25,000 or less, and sign the return.

If a return is required, it must be filed by the 15th day of the fifth
month after the end of your annual accounting period. A penalty of $10 a day
is charged when a return is filed late, unless there is reasonable cause for
the delay. However, the maximum penalty charged cannot exceed $5,000 or 5 per-
cent of your gross receipts for the year, whichever is less. This penalty may
also be charged if a return is not complete, so please be sure your return is
complete before you file it.

You are not required to file Federal income tax returns unless you are
subject to the tax on unrelated business income under section 511 of the Code.
If you are subject to this tax, you must file an income tax return on Form
990-T, Exempt Organization Business Income Tax Return. In this letter we are
not determining whether any of your present or proposed activities are unre-
lated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees.
If an employer identification number was not entered on your application, a
number will be assigned to you and you will be advised of it. Please use that
number on all returns you file and in all correspondence with the Internal
Revenue Service.

If we have indicated in the heading of this letter that an addendum
applies, the enclosed addendum is an integral part of this letter.

Because this letter could help resolve any questions about your exempt
status and foundation status, you should keep it in your permanent records.

We have sent a copy of this letter to your representative as indicated in
your power of attorney.
If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,

Gary O. Booth
District Director
WEDNESDAY

6:45 PM – The King’s Court

WWW.THECOMMUNITYOFFAITH.ORG

Meet the Community.

We're building a model Community Of Faith, extending God's kingdom Biblically, evangelistically, educationally, economically, socially and globally.

Empowering people to become visible manifestation of the power of God in the presence of people.

Bishop James E. Dorsey

Empowering people to become a visible manifestation of the power of God in the presence of people.

Bishop James E. Dorsey
Martin Luther King, Jr., is credited with the quote: “We are not makers of history; we are made by history.” This certainly holds true in review of the past account of The Community Of Faith Church. With anointed men of God as leaders who operated in faith and prayer who possessed voices of vision and courage who were guided by the Bible and focused on the Kingdom, we are now carriers of the torch. We are challenged to serve this present age and to be bridge-builders for generations unborn.

The humble establishment of Mount Pillow church occurred on the banks of the Buffalo Bayou in 1873, by way of the visionary voice of Pastor Jack Henry Yates. This church was blessed with several dynamic leaders, among whom was Pastor Charlie Daniel James Dixon, who was installed in 1927. He served the church faithfully and provided much needed stability during times that were economically depressed and socially oppressed.

In 1949, the congregation followed their pastor in relocation from the corner of State and Hemphill Street to 5309 Feagan. For a time, worship was held under a tent prior to building construction. Due to membership and ministry growth, the wood framed structure was expanded and remodeled. In 1974 the mortgage was burned. In 1978 Pastor Charlie Daniel James Dixon entered eternal rest, following over 50 years of monumental ministry service. Before his demise, he shared his recommendation that Pastor Clowis E. Johnson would become his replacement. Therefore, in 1978, the church called Pastor Johnson to fill the vacancy.
Our Vision

We're building a model Community Of Faith; Extending God's Kingdom

• Biblically
• Evangelistically
• Educationally
• Economically
• Socially
• Globally
### 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
   - Date of Report: 2/13/2018
   - Report recommends further studies or establishes environmental hazards that currently exist on the Property or off-site with the potential to affect the Property.
   - If the above box is checked, a statement is provided behind this tab signed by the Development Owner, that certifies the Development Owner will comply with any and all recommendations made by the ESA preparer.
   - Development is funded by USDA and is not required to supply an ESA.

2. **Environmental Clearance (Section 811 PRA and Direct Loan applications only)**
   - All Applications selecting Points for Section 811 PRA Program participation under the Competitive Housing Tax Credit program or Direct Loans must review the Environmental Requirements and Environmental Assurance section of the Section 811 PRA Program Guidelines (§PRA.215) and provide adequate material to meet the tenets. A Phase I Environmental Site Assessment (ESA) will not satisfy the environmental clearance required for use of the Section 811 PRA Program.
   - All Applications for Direct Loans by the Department must complete an environmental clearance process in accordance with 24 CFR Parts 50 and 58 prior to engaging in choice limiting activities such as closing on land, loans, beginning demolition or construction activities, or entering into construction contracts. A Phase I Environmental Site Assessment (ESA) will not satisfy the environmental clearance required for use of Multifamily Direct Loan Funds.

   - Application selected points for the Section 811 PRA Program and includes documentation for the project participating in the Section 811 PRA Program that the project meets the tenets of HUD environmental policy and the requirements of applicable statutes and authorities.
   - Applicant has submitted an environmental packet to TDHCA and determination is pending.
   - Applicant has reviewed the Environmental Requirements and Environmental Assurance section of the Section 811 PRA Program Guidelines (§PRA.215) and understands that a determination must be received prior to signing the Rental Assistance Contract.
   - MFDL Development has already received Environmental Clearance from HUD under 24 CFR Parts 50 or 58.
   - Documentation of HUD Environmental Clearance is included behind this tab.
   - Applicant has submitted an environmental packet to TDHCA and clearance is pending.
   - Applicant has reviewed the environmental clearance materials available on the Department’s website and understands that clearance must be received prior to closing on the loan.
   - [http://www.tdhca.state.tx.us/program-services/environmental/index.htm](http://www.tdhca.state.tx.us/program-services/environmental/index.htm)

   - A Third Party will aid in the completion of the environmental clearance process. If checked, complete the following:
   - Name of Firm: ____________________________
   - Contact Person: __________________________
   - Contact Telephone: ________________________ Email: __________________________

3. **Primary Market Area Map**
   - Primary Market Area (PMA) map with definition of PMA is included behind this tab.
   - Prepared by: Valbridge Property Advisors
   - Date of Report: 2/22/2018

4. **Property Condition Assessment (PCA)**
   - Prepared by: N/A
   - Date of Report: __________________________

5. **Appraisal**
   - Prepared by: N/A
   - Date of Report: __________________________

6. **Site Design and Development Feasibility Report**
   - Prepared by: Rekha Engineering, Inc.
   - Date of Report: 3/1/2018
Development Owner Statement Regarding Compliance with Recommendations of the Phase I Environmental Site Assessment

Houston 5009 Fulton, LP will comply with all recommendations stated in the Phase I Environmental Site Assessment prior to closing.

Houston 5009 Fulton, LP

By: [Signature]

Name: Christopher A. Akbar
Title: Authorized Representative
## MARKET ANALYSIS SUMMARY

<table>
<thead>
<tr>
<th>Provider:</th>
<th>Valbridge Property Advisors</th>
<th>Date:</th>
<th>2/22/2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact:</td>
<td>Tim N. Treadway</td>
<td>Phone:</td>
<td>713.467.5858</td>
</tr>
<tr>
<td>Development:</td>
<td>Fulton on the Rail</td>
<td>Target Population:</td>
<td>general</td>
</tr>
<tr>
<td>Site Location:</td>
<td>5009 Fulton Street</td>
<td>City:</td>
<td>Houston</td>
</tr>
<tr>
<td>County:</td>
<td>Harris</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Site Coordinates:</td>
<td>Longitude: 29.48'20.37N</td>
<td>Latitude: 95.22'9.47W</td>
<td>(decimal degree format)</td>
</tr>
<tr>
<td>Primary Market Area (PMA) page</td>
<td>12.3</td>
<td>Square Miles</td>
<td></td>
</tr>
</tbody>
</table>

### CENSUS TRACTS

| 482012104.00 | 482012105.00 | 482012106.00 | 482012107.00 | 482012108.00 |
| 482012200.00 | 482012201.00 | 482012202.00 | 482012203.00 | 482012204.00 |
Multifamily Finance Division staff will place scanned copies of deficiency documents behind this tab in the application .pdf
Multifamily Finance Division staff will place scanned copies of scoring notices behind this tab in the application .pdf
Ms. Miranda Sprague  
Houston 5009 Fulton, LP  
3735 Honeywood Court  
Port Arthur, TX 77642

RE: NOTICE OF SCORING ADJUSTMENT: 18337 FULTON ON THE RAIL

Dear Ms. Sprague:

The Texas Department of Housing and Community Affairs (the “Department”) is in receipt of the Application named above. Staff has reviewed the documentation submitted with the Application to support the request for points under 10 TAC §11.9(d)(7) of the 2018 Qualified Allocation Plan related to Concerted Revitalization Plans (“CRP”). The submission has been determined by staff to not meet the requirements of the rules regarding CRP.

Per the rule, a CRP must meet the criteria described in subclauses (I) - (V) of 10 TAC 10 TAC §11.9(d)(7)(A):

(IV) The adopted plan must have sufficient, documented and committed funding to accomplish its purposes on its established timetable. This funding must have been flowing in accordance with the plan, such that the problems identified within the plan will have been sufficiently mitigated and addressed prior to the Development being placed into service.  
(V) The plan must be current at the time of Application and must officially continue for a minimum of three years thereafter.

It is not clear that the plan includes sufficient, documented and committed funding to accomplish its purposes on any established timetable as there are no specified projects or timelines included in the documentation. The city official claims in his letter that the “CRP Plan governs the programming and expenditure of approximately $152 million in CDBG Disaster Recovery funding.” It is not clear how CDBG funds dispensed in light of Hurricane Ike are currently being used to leverage private investment in the plan area as the private investment mentioned is part of TIRZ #21. It is also not clear that the “Near Northside Community Revitalization Outreach Area” can be considered a part of the plan area as
there is no evidence that the city’s contract with the General Land Office was amended to include the area.

The Application has been assigned a score of zero (0) under both scoring items. An appeals process exists for the Housing Tax Credit Program. The restrictions and requirements related to the filing of an appeal can be found in §10.902 of the 2018 Uniform Multifamily Rules. **Should you choose to appeal this decision to the Executive Director, you must file your appeal in writing, with the Department, by 5:00 p.m., Austin local time, on May 4, 2018.** If you are not satisfied with the decision of the Executive Director or if the Executive Director does not respond, you may file a further appeal with the Board of Directors of the Texas Department of Housing and Community Affairs. Please review §10.902 of the 2018 Uniform Multifamily Rules for full instruction on the appeals process.

Your Application has not been fully reviewed and has not been given a final score. The scoring of the RTP and CRP documentation are the only scoring items that can be appealed through this notice. If you have questions or require further information, please contact me.

Sincerely,

Sharon D. Gamble
Competitive HTC Administrator
Multifamily Finance Division staff will place documents related to Requests for Administrative Deficiencies behind this tab in the application .pdf
Real Estate Analysis Division staff will place scanned copies of RFI documents behind this tab in the application .pdf
Multifamily Finance Division staff will place scanned copies of appeal documents behind this tab in the application .pdf
May 15, 2018

Mr. Bobken Simonians
ITEX
9 Greenway Plaza, Ste. 1250
Houston, TX 77046

RE: APPEAL OF SCORING - 2018 COMPETITIVE HOUSING TAX CREDIT APPLICATION 18337
FULTON ON THE RAIL

Dear Mr. Simonians:

The Texas Department of Housing and Community Affairs ("the Department") received your appeal dated May 4, 2018, related to the application indicated above. Staff determined that the concerted revitalization plan did not include evidence of sufficient, documented and committed funding to accomplish its purposes on any established timetable as there are no specified projects or timelines included in the documentation. As such, points under 10 TAC §11.9(d)(7) related to Concerted Revitalization Plans ("CRP") were not awarded, subject to the Applicant’s appeal rights.

The appeal included an assurance from the City of Houston that the contract for Disaster Recovery Round 2 funds from the General Land Office "does not specify any geographic limitations on where the GLO DR2 funds are to be spent or a timeline to commit the funds." Based on this letter and the 2015 resolution provided, I am granting the appeal, which will result in the seven deducted "CRP" points being reinstated. Should you have any questions, please contact Sharon Gamble, Competitive Tax Credit Program Administrator, at sharon.gamble@tdhca.state.tx.us or by phone at 512-936-7834.

Sincerely,

Timothy K. Irvine
Executive Director
May 4, 2018

Mr. Tim Irvine
Executive Director
Texas Department of Housing and Community Affairs
221 E. 11th Street
Austin, Texas 78701
Email: tim.irvine@tdhca.state.tx.us

Re: Appeal of Scoring Notice – TDHCA Application #18337 Fulton on the Rail

Dear Mr. Irvine,

Please accept this letter as a formal appeal of the 2018 Scoring Notice issued on April 27, 2018 for application #18337 Fulton on the Rail. The applicant disagrees with staff’s position that the submitted City of Houston Disaster Recovery Round 2 Planning Study (the “Planning Study CRP”) and associated documentation as submitted in the original application do not meet the requirements of 10 TAC §11.9(d)(7)(A) of the 2018 Qualified Allocation Plan (“QAP”) related to Concerted Revitalization Plans (“CRP”).

The documentation submitted in the original application meets the QAP CRP requirements as described below. Additionally, attached is a clarification letter dated May 1, 2018, from the City of Houston (Exhibit A) addressing the assertions in the Scoring Notice.

1. **Issue 1 Cited in Scoring Notice** – Per QAP, “plan must have sufficient, documented and committed funding to accomplish its purposes on its established timetable. This funding must have been flowing in accordance with the plan, such that the problems identified within the plan will have been sufficiently mitigated and addressed prior to the Development being placed into service.” According to the Scoring Notice, there are no specified projects or timelines included in the documentation.

   **RESPONSE:** CRP documentation provided within the original application submission provides evidence of committed funding, and of specific projects:

   - The link to the complete Planning Study CRP was provided on page 95 of the application. Page 11 of the Planning Study CRP outlines the documented funding in the amount of $152M (see Exhibit B).
   - Page 2 of City of Houston Resolution 2015-5 (application page 116) states that a loan to Avenue Station (located in the Near Northside) is included in the $23.8M awarded under the Planning Study CRP as of February 18, 2015 (see Exhibit C).
   - Page 2 of the February 28, 2018 letter from the City of Houston (application page 123) cites specific projects including 95 single family homes at Avenue Place; 466 multifamily

www.ITEXgrp.com
units at Hardy Yards, Avenue Station, and Avenue Terrace; infrastructure expansion of I-45, the Hardy Toll Road, and the METRO rail; and beautification projects (see Exhibit D).

- Per Exhibit F to the Undesirable Neighborhood Characteristics Report ("UNCR") submitted with the original application on page 31, Residences at Hardy Yards is under construction, with the entire project to be completed in summer 2019. This development was funded in part by GLO DR-2 funds administered under the Planning Study CRP (Exhibit E).

Additionally, the May 1, 2018 letter from the City of Houston clarifies that $12M of the original $152M to be administered under the Planning Study CRP is left to be awarded and expended. The remaining $12M will be awarded by year end 2018, with expenditure of awarded funds continuing until at least March 1, 2021.

2. **Issue 2 Cited in Scoring Notice** – Per Scoring Notice it is “not clear how CDBG funds dispensed in light of Hurricane Ike are currently being used to leverage private investment in the plan area as the private investment mentioned is part of TIRZ #21.”

**RESPONSE:** TIRZ #21 partially overlaps with the Near Northside Community Revitalization Area ("Near Northside CRA"); documented investments enumerated in the application include those both within and outside of TIRZ #21. Regardless, the boundaries of TIRZ #21 are irrelevant to the evaluation of the CRP in question as it is the Near Northside CRA that was presented within the application for the purpose of points under §11.9(d)(7) of the QAP, and investments cited in the application are within the boundaries of the Near Northside CRA.

- Page 2 of City of Houston Resolution 2015-5 states that “City Council finds that the Planning Study... set forth a plan (the “Revitalization Plan”) to leverage approximately $50 million of multifamily housing investment, $61 million in Single-family housing investment and $17 million of infrastructure investment (collectively, the “Revitalization Investment”) with millions of dollars in private investment to pursue community revitalization.” [emphasis added] (see Exhibit C)

- Page 2 of the February 28, 2018 letter from the City of Houston discusses completed and ongoing revitalization efforts at Hardy Yards, Avenue Station, and Avenue Terraces (see Exhibit D). Related to Hardy Yards, which represents an ongoing investment in the community, the City of Houston letter states: “Nestled in the Near Northside is 43-acre tract of land identified as Hardy Yards, a mixed-use development project within Houston’s Inner Loop. The proposed complex should include: mixed income housing developments, a music center, public parks, retail shops, restaurants, and business centers.”

- Also provided within the UNCR included within the original application submission is a discussion of revitalization efforts in Near Northside (Exhibit E).

  o “Fulton Station, is a new single family residential development planned by Friendswood Development Company and Lennar Homes... Construction is currently underway and will result in homes priced in the 300s targeted at young homeowners.” As described in the UNCR, this development involved the demolition of a vacant and blighted structure to make way for new residential home ownership opportunities in the Planning Study CRP area. Fulton Station is an ongoing investment located within the Near Northside Community...
Revitalization Outreach Area made part of the Near Northside Community Revitalization Area by Resolution 2018-14.

- "TxDOT began a $35 million improvement project in April that will tear down and replace the Elysian Viaduct which runs from Brooks St. to Commerce St., connecting Near Northside to downtown. The project, which is designed to help handle growth in the area and the city in general, will add shoulders to the roadway as well as a 5-foot wide sidewalk. It’s expected to take about two-and-a-half years."

- "In April of 2017, the City of Houston and Mayor Turner announced their Complete Communities initiative in the Near Northside, a program aimed at creating complete sustainable community by working alongside community partners to focus city resources toward very specific projects. The City will support the existing planning efforts of local community-based organizations such as the aforementioned Quality of Life Agreement. In order to both develop and implement these local community plans, the City will explore public-private partnerships and private investment in these projects, where appropriate, to help build local capacity and to promote sustainability. The complete community action plan table is attached as Exhibit H." The designation of the Near Northside as a Complete Community further evidences the City of Houston’s ongoing efforts to encourage private investment within the Near Northside Community Revitalization Area.

- Per Exhibit F to the UNCR submitted with the original application, Residences at Hardy Yards is under construction, with the entire project to be completed in summer 2019. This development was funded in part by GLO DR-2 funds administered under the Planning Study CRP.

Furthermore, the attached May 1, 2018 letter from the City of Houston (Exhibit A) provides clarification of the statement made in the February 28, 2018 letter related to “leverag[ing] Revitalization Investment with millions of dollars in private investment.” As discussed in Exhibit A, the City’s GLO DR-2 Funds have leveraged and are leveraging private investment including single family for-sale homes, rental housing developments, entertainment venues, and restaurants. The Residences at Hardy Yards development referenced in the original City of Houston letter submitted within the application has been clarified by the May 1, 2018 letter to show that the development has received $19.2M in GLO DR2 Funds administered through the Planning Study CRP. Other private investments include:

- "New construction for a 48-unit mixed income housing development named Avenue Terraces funded with HTC’s and other sources. Avenue Terraces was completed in 2017.
- New housing developments including a 95-unit single-family neighborhood named Avenue Place complete with a community park and walking trail.
- New construction of a 40-unit affordable rental community for seniors called Fulton Gardens II located at 3808 Fulton. Fulton Gardens II was completed in November 2017.
- The new construction of a 39-unit for sale duplex development at the southwest corner of Fulton and Cavalcade named Fulton Station. The development broke ground in 2017 and is currently under construction. Home prices are expected to be in the mid-$300,000s.
- The Near Northside currently has five miles of area bike lanes running primarily along Cavalcade and Irvington, the neighborhood also has one B-Cycle Station at Leonel Castillo.
Center. A number of projects are proposed to expand bike lanes and amenities in the neighborhood over the next five years. These include priority bike lanes on Hardy Street from Quitman north and Quitman Street. B-Cycle Stations are proposed at Castillo Park, Quitman Station, Fulton Station and the Burnett Transit Station. Finally, developing bike connections to the White Oak Bayou Greenway is a priority.

- New construction of a concert venue called White Oak Music Hall at 2915 North Main Street. White Oak Music Hall has capacity of approximately 4,500 and opened in April 2016.
- New construction of a gastropub named Edison and Patton at 4203 Edison Street, which opened in October 2016.

3. Issue 3 Cited in Scoring Notice — Per the Scoring Notice it is “not clear that the “Near Northside Community Revitalization Outreach Area” can be considered a part of the plan area as there is no evidence that the city’s contract with the General Land Office was amended to include the area.”

RESPONSE: The QAP does not require adoption of a CRP by any jurisdiction other than the municipality. Per the QAP, “The concerted revitalization plan must have been adopted by the municipality or county in which the Development Site is located.” The Planning Study CRP clearly meets this requirement, having been adopted by the City Council of the City of Houston on February 24, 2015 and amended on February 28, 2018 to include the entirety of the Near Northside Community Revitalization Outreach Area as a Priority Revitalization Area pursuant to the Planning Study CRP. Referenced resolutions were included in the original application submission.

Requiring an amendment to the City of Houston’s contract with the General Land Office (“GLO”) is not supported by TDHCA rules. Further, the City of Houston has no requirement to amend its contract with the GLO related to plan boundaries. The City of Houston’s contract with the GLO has no geographic limitations on the expenditure of funds. See letter from City of Houston for confirmation (Exhibit A). The City’s expanded focus to include the entire Near Northside Community Revitalization Outreach Area as a Priority Revitalization Area reflects the City’s determination that GLO DR2 funds are needed to assist this once vital area which has lapsed into a state requiring concerted revitalization pursuant to the Planning Study CRP.

4. Issue 4 Cited in Scoring Notice — “Plan must be current at the time of Application and must officially continue for a minimum of three years thereafter.”

RESPONSE: As set forth on page 11 of the Planning Study CRP, the City of Houston was granted $152M to administer. The entire $152M has not yet been committed, and additional funds remain to be awarded and expended. Per page 2 of the February 28, 2018 letter from the City of Houston, the City states that the Planning Study CRP is current and continues until at least March 1, 2021. Additionally, the attached May 1, 2018 letter from the City of Houston (Exhibit A) reiterates that the plan’s timeframe is tied to the expenditure of funds, which will not be complete prior to March 1, 2021.

The documentation originally provided in the application, along with the clarifications provided herein clearly meet the QAP requirements for points under 10 TAC §11.9(d)(7) of the 2018 Qualified Allocation
Plan related to Concerted Revitalization Plans. Therefore, we respectfully request the award of 5 points under 10 TAC §11.9(d)(7)(A).

Please contact Chris Akbari at (832) 941-5343, Bobken Simonians at (832) 941-5342 or apps@itexgrp.com with any questions.

Sincerely,

Bobken Simonians, Senior Vice President
Exhibit A

CITY OF HOUSTON
Housing & Community Development Department

May 1, 2018

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

Re: Fulton on the Rail, TDHCA #18337

Dear Mr. Irvine,

The Applicant (the “Applicant”) of Fulton on the Rail provided to me the attached Notice of Scoring Adjustment (“Scoring Notice”) dated April 27, 2018 notifying the Applicant that its Application for 9% housing tax credits (the “Application”) to the Texas Department of Housing and Community Affairs (“TDHCA”) has been assigned a score of zero (0) for points selected under §11.9(d)(7)(A)-Concerted Revitalization Plan in Urban Areas (the “QAP Requirements”).

This letter is to clarify certain statements made by TDHCA staff in reaching their determination. The City of Houston (“COH”) adopted Resolution No. 2015-5 on February 18, 2015 designating Disaster Recovery Round 2 Community Revitalization Areas in the City of Houston as priority revitalization areas for investments pursuant to a plan set forth in the Disaster Recovery Round 2 Market Analysis/Area Selection Planning Study (the “Planning Study”). The Near Northside Community Revitalization Area identified in the Planning Study included the area covered by Resolutions 2015-5 and 2018-14 described below. The Planning Study was commissioned by the COH’s Housing & Community Development Department (“HCDD”) and the resulting report includes the recommendations and findings from input obtained from a series of 13 public meetings. The Planning Study was published in May 2013 by HCDD and is recognized in Resolution No. 2015-5 as the plan (“CRP Plan”) governing the programing and expenditure of Hurricane Ike Disaster Recovery funds (“GLO DR2 Funds”) in those areas identified in the CRP Plan.

The City originally established three Priority Revitalization Areas, one of which was a portion of the Near Northside. The CRP Plan was amended by Resolution 2018-14 to expand the boundaries of the Near Northside Priority Revitalization Area to include the remaining portion of the Near Northside Community Revitalization Outreach Area which now includes the entire Near Northside Community Revitalization Area. The Fulton Lofts site is located in the Near Northside Community Revitalization Area (the “Near Northside CRP Area”). Resolutions 2015-5 and 2018-14 were recognized in my letter to you of February 28, 2018 (the “City Letter”). It is my understanding the City Letter was made a part of the Application.
CRP Plan Committed Funding

As stated in the City Letter, the CRP Plan governs the programing and expenditure of approximately $152 million in GLO DR2 funds to invest in a myriad of programs promoting housing options within single family and multifamily developments. At the current time, HCDD has committed a total of $58M+ from the GLO DR2 Funds to various multifamily developments throughout the CRP Plan areas. HCDD has approximately $12 million remaining which HCDD fully intends to commit prior to the expiration of the CRP Plan. The CRP Plan’s duration is tied to the expenditure of the remaining funds. HCDD anticipates committing its remaining allocation within the identified CRAs by year end 2018, with expenditure of funds continuing until at least March 1, 2021. As such, the CRP Plan meets the QAP Requirements related to the continuation of the plan for three years following application submission.

Leveraging Private Investment (Attracting Private Sector Development)

The following projects identified in the City Letter reflect how the GLO DR2 Funds have been used to leverage private investment within the Near Northside CRP Area:

- Residences at Hardy Yards: $19,200,000 in GLO DR2 Funds; $45,114,686 other funds
- Avenue Station: $5,981,135 in GLO DR2 Funds; $12,821,195 other funds

Additional improvements and investment have been made within the original and expanded Near Northside CRP Areas that include the following:

- New construction for a 48-unit mixed income housing development named Avenue Terraces funded with HTC’s and other sources. Avenue Terraces was completed in 2017.
- New housing developments including a 95-unit single-family neighborhood named Avenue Place complete with a community park and walking trail.
- New construction of a 40-unit affordable rental community for seniors called Fulton Gardens II located at 3808 Fulton. Fulton Gardens II was completed in November 2017.
- The new construction of a 39-unit for sale duplex development at the southwest corner of Fulton and Cavalcade named Fulton Station. The development broke ground in 2017 and is currently under construction. Home prices are expected to be in the mid-$300,000s.
- The Near Northside currently has five miles of area bike lanes running primarily along Cavalcade and Irvington, the neighborhood also has one B-Cycle Station at Leonel Castillo Center. A number of projects are proposed to expand bike lanes and amenities in the neighborhood over the next five years. These include priority bike lanes on Hardy Street from Quitman north and Quitman Street. B-Cycle Stations are proposed at Castillo Park, Quitman Station, Fulton Station and the Burnett Transit Station. Finally, developing bike connections to the White Oak Bayou Greenway is a priority.
- New construction of a concert venue called White Oak Music Hall at 2915 North Main Street. White Oak Music Hall has capacity of approximately 4,500 and opened in April 2016.
- New construction of a gastropub named Edison and Patton at 4203 Edison Street, which opened in October 2016.

In 2018 two 9% Housing Tax Credit developments have been proposed within the Near Northside CRP Area: Fulton Lofts and Fulton on the Rail. The Fulton Lofts site is immediately adjacent to the Red Line Metro light rail stop, and Fulton on the Rail is within 700 feet of the nearest Red Line Metro light rail stop. The Near Northside community is well-served by public transit, including the Red Line light rail and four local bus routes. The Red Line opened in 2013 and travels along N. Main and Fulton Streets in the western portion of the neighborhood, and connects to HCC Northline, downtown, the Museum District, NRG Park and other destinations, as well as linking to the Southeast Corridor light rail (Purple Line) and the East End light rail (Green Line).
City Contract with The General Land Office

The GLO DR2 Funds were appropriated by the State of Texas, through the General Land Office (“GLO”) and are administered by the HCDD to targeted projects in the CRP Plan area. The HCDD contract with the GLO does not specify any geographic limitations on where the GLO DR2 Funds are to be spent or a timeline to commit the funds. However, as stated above, HCDD fully intends to commit the remaining balance of the funds prior to the expiration of the CRP Plan. The targeted areas are determined by HCDD. Therefore, the HCDD contract with the GLO does not need to be amended.

Conclusion

The COH fully supports the Application and I hope this letter clarifies any misunderstanding regarding the use of the GLO DR2 Funds and approval rights by the GLO regarding the plan area.

Sincerely,

Ray S. Miller
Executive Staff Analyst
832-394-6119
ray.miller@houstontx.gov
In early September 2008, Hurricane Ike devastated over $4 billion in property and real estate across the Houston metropolitan region. This included more than $3 billion in single family housing damages and more than $1 billion in multi-family housing damages. With more than 400,000 Houstonians living at or below 80% of the areas family median income, it is clear that affordable housing, both in single family and multi-family housing stock, remains a significant need in the City.

Many people living in low income households prior to the hurricane were more likely to return home shortly after the hurricane because although many were unable to repair their homes, they were also not able to find an alternative place to live due to limited financial resources. Now, nearly five years from the anniversary of the storm, low income families are still experiencing Ike’s impact, in some cases with blue tarps still over rooftops.

The City of Houston, through its Housing and Community Development Department (HCDD), has worked diligently to provide relief to affected families through its standard housing programs, but these programs do not have the resources to meet the outstanding need. In 2008, Congress appropriated $6.1 billion in federal aid in response to Hurricanes Ike, Gustav and Dolly in the form of Community Development Block Grant (CDBG) emergency funding. The State of Texas, through the General Land Office (GLO), has granted $152 million of the appropriation to the City of Houston to be administered through HCDD in Round 2 of the City’s disaster recovery housing program.

Unlike Round 1, where the City deployed the emergency funds to meet the greatest needs, the City proposed to leverage the DR2 dollars, together with City incentives and additional funding streams, into creating areas of opportunity in which comprehensive revitalization and recovery can occur. In conjunction with numerous State, City and private stakeholders, HCDD engaged the Houston community in identifying potential Neighborhoods of Opportunity within the city limits. Stakeholder groups that have been engaged include:

- HUD
- GLO
- Houston Mayor’s Office (HHA)
- Houston Housing Authority
- Texas Organizing Project (TOP)
- Texas Appleseed
- Texas Low Income Housing Information Service (TLHIS)

Through this engagement effort, the community has identified nine potential Neighborhoods of Opportunity. HCDD and HHA have begun the process of working with developers to identify specific sites within these neighborhoods in which multi-family housing could be leveraged. Simultaneously, HCDD has worked with the community to identify specific single family housing needs. The goal of these activities is to identify where the disaster recovery funding will be invested in a manner that creates stable, diverse communities and provides relief to as many residents as possible.
Exhibit C

Adopting Resolution for CRP

City of Houston, Texas, Resolution No. 2015-5

A RESOLUTION ADOPTING THE DISASTER RECOVERY ROUND 2 COMMUNITY REVITALIZATION AREAS IN THE CITY OF HOUSTON, TEXAS AS PRIORITY REVITALIZATION AREAS FOR HOUSING TAX CREDIT INVESTMENT BY THE STATE OF TEXAS; MAKING VARIOUS FINDINGS AND PROVISIONS RELATING TO THE SUBJECT.

* * *

WHEREAS, pursuant to Ordinance No. 2011-1085, passed on December 7, 2011, the City Council (the "City Council") of the City of Houston (the "City") authorized the submittal of the Community Development Block Grant Disaster Recovery Program (the "DR2 Program") 2011 Housing Application for General Housing Applicants, setting forth the City's General Housing and Subsidized Housing Applications, related to Hurricanes Dolly and Ike (Round 2.2), the execution of contracts required by the State's Action Plan and the application and the acceptance of funds requested in the application; and

WHEREAS, the City Council finds that the City, joined by partners ("Revitalization Partners") including the Texas Organizing Project ("TOP"), Assistant Secretary Mercedes Marquez of the US Department of Housing & Urban Development, Local Initiatives Support Corporation ("LISC") and Enterprise Community Partners ("Enterprise") collaborated in a study to identify priority investment areas for Hurricane Ike Disaster Recovery funds received from the State of Texas; and

WHEREAS, the City Council finds that the City, TOP, LISC and Enterprise collaborated in a series of 13 public meetings to obtain public input toward a targeted community revitalization strategy to be funded, in part, by the DR2 Program; and

WHEREAS, the City Council finds that the input obtained at the public meetings included discussions of evidence of storm damage, requests for FEMA assistance, poverty rates, neighborhood ethnic composition, and the assessment of other factors, such as transportation, employment access, environmental conditions, infrastructure, blight, public and educational facilities, and crime concerns, as well as other quality-of-life factors contributing to equity and diversity; and

WHEREAS, the City Council finds that the recommendations and findings from the public meetings were used to identify targeted nodes of investment and served as a starting point for the "deep dive" planning study entitled Disaster Recovery Round 2 Market Analysis/Area Selection ("Planning Study"), published in May 2013 by the City's Housing and Community Development Department ("HCDD"); and
WHEREAS, the City Council finds that based on the Planning Study, combined with data from other studies, the final community revitalization plan area ("Target Areas") for the DR2 Program have been identified by HCDD as the Community Revitalization Areas (a portion of Near Northside, a portion of Fifth Ward and a portion of OST/South Union) (the “CRAs”) set forth on the attached map; and

WHEREAS, the City Council finds that the Planning Study, which reflects information obtained through the City’s collaboration with the Revitalization Partners, set forth a plan (the “Revitalization Plan”) to leverage approximately $50 million of multifamily housing investment, $61 million in single-family housing investment and $27 million of infrastructure investment (collectively, the “Revitalization Investment”) with millions of dollars in private investment to pursue community revitalization in the Target Areas; and

WHEREAS, the City Council finds that the implementation of the Revitalization Plan is underway and that, to date, City Council has approved performance based loans of approximately $23.8 million, out of the Revitalization Investment, for multifamily investments in the CRAs, including funding for developments known as Avenue Station, Cleme Manor and Village at Palm Center; and

WHEREAS, the City Council finds that the designation of the CRAs as priority revitalization areas for investments under the Revitalization Plan (“Priority Revitalization Areas”) is in the best interest of the City; and

WHEREAS, the City is acting pursuant to the authority of Chapters 373 and/or 374 of the Texas Local Government Code; 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 designates the Community Revitalization Areas as Priority Revitalization Areas pursuant to the Revitalization Plan and as demonstrated on the attached map.

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 18th day of February, 2015.

Mayor of the City of Houston

Pursuant to Article VI, Section 6, Houston City Charter, the effective date of the foregoing Resolution is ___________________________.

City Secretary

(Prepared by Legal Dept. ________________________________
  Assistant City Attorney

(Requested by Neal Rackleff, Director, Housing and Community Development Department)

(LD File No. 0291100079002)
<table>
<thead>
<tr>
<th>AYE</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>MAYOR PARKER</td>
</tr>
<tr>
<td></td>
<td>COUNCIL MEMBERS</td>
</tr>
<tr>
<td>✔</td>
<td>STARDIG</td>
</tr>
<tr>
<td>✔</td>
<td>DAVIS</td>
</tr>
<tr>
<td></td>
<td>COHEN</td>
</tr>
<tr>
<td>✔</td>
<td>BOYKINS</td>
</tr>
<tr>
<td>✔</td>
<td>MARTIN</td>
</tr>
<tr>
<td>✔</td>
<td>NGUYEN</td>
</tr>
<tr>
<td>✔</td>
<td>PENNINGTON</td>
</tr>
<tr>
<td>✔</td>
<td>GONZALEZ</td>
</tr>
<tr>
<td>✔</td>
<td>GALLEGOS</td>
</tr>
<tr>
<td>✔</td>
<td>LASTER</td>
</tr>
<tr>
<td>✔</td>
<td>GREEN</td>
</tr>
<tr>
<td>✔</td>
<td>COSTELLO</td>
</tr>
<tr>
<td>✔</td>
<td>ROBINSON</td>
</tr>
<tr>
<td>✔</td>
<td>KUBOSH</td>
</tr>
<tr>
<td>✔</td>
<td>BRADFORD</td>
</tr>
<tr>
<td>✔</td>
<td>CHRISTIE</td>
</tr>
<tr>
<td>CAPTION</td>
<td>ADOPTED</td>
</tr>
</tbody>
</table>

MAY 017 Rev. 01/14

Application Excerpt 18337 Fulton on the Rail
February 28, 2018

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

Re: Fulton on the Rail, TDHCA #18337 – Concerted Revitalization Plan – Near Northside Concerted Revitalization Area, City of Houston  

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. Fulton on the Rail, located at 5009 Fulton Street is within the Near Northside Area, one of the areas targeted for community revitalization by the City of Houston. Please see Resolution No. 2015 adopted by the City of Houston on February 18, 2015, amended February 28, 2018 by Resolution No. 2018-14, whereby City Council:  

A. Designated the Near Northside as a Community Revitalization Area which includes the site for the proposed Development.  

B. Found that the recommendations and findings from a series of public meetings were used to identify the Target Areas; and  

C. Adopted the Disaster Recovery Round 2 Market Analysis/Area Selection published in May 2013 by the City’s Housing and Community Development Department which reflects information obtained through the City’s collaboration with Revitalization Partners as the plan (the "CRA Plan") to leverage Revitalization Investment with millions of dollars in private investment to pursue community revitalization in Target Areas. This letter confirms the following:  

1. The CRA Plan and the Resolution were duly adopted with the required public input process followed;  

2. The CRA Plan identifies several problems in the Designated Community Revitalization Areas generally and those specific to the Near Northside Target Area and makes recommendations for targeted efforts to address those problems;
3. The revitalization efforts are already underway. Nestled in the Near Northside is a 43-acre tract of land identified as Hardy Yards, a mixed-use development project within Houston’s Inner Loop. The proposed complex should include: mixed income housing developments, a music center, public parks, retail shops, restaurants, and business centers.

4. As a result of these targeted efforts, the City of Houston has seen noticeable improvements within the Near Northside Area since 2013:
   - New Housing Developments:
     - 95 single family homes (Avenue Place, a newly developed mixed income neighborhood)
     - 466 multifamily units (Hardy Yards, 350 units, $64,314,868; Avenue Station, 68 units, $12,330,252; Avenue Terraces, 48 units, $16,019,079)
   - Infrastructure: Expansion of I-45 and Hardy Toll Road through Near Northside.
   - Blight: Beautification projects in Near Northside, along with additional greenspace and bike trails proposed.
   - Transportation: METRO light rail completed along Fulton Street giving Near Northside easier access to Downtown. The development site of Fulton on the Rail is less than 0.25 miles from two METRO light rail stops.
   - Household Income: Increases in median household income, and decreases in the poverty rate.

5. The CRP Plan has sufficient, documented and committed funding to accomplish its purposes. The CRP Plan governs the programming and expenditure of approximately $152 million in CDBG Disaster Recovery funding.

D. The CRP Plan is current and officially continues until at least March 1, 2021.

The targeted revitalization efforts already underway have resulted in the Near Northside being an appropriate area for the placement of housing. The addition of Fulton on the Rail in the community will inherently increase the affordable housing stock, as the neighborhood gains desirability and increased housing value. The development enables low to moderate income citizens an opportunity to enjoy the Near Northside’s socio-economic growth, by way of affordable housing preservation.

Sincerely,

Ray S. Miller
Executive Staff Analyst
Exhibit E
Undesirable Neighborhood Characteristics Report and Disclosure

Fulton on the Rail is located in Houston’s Near Northside community, a community with a rich history that has experienced some decline over the years. Revitalization is now well underway in the area, however multiple blighted structures still exist within 1000 feet of the proposed Fulton on the Rail development. As required by 10 TAC §10.101(a)(3) of the Uniform Multifamily Rules, the applicant is disclosing the presence of this Undesirable Neighborhood Characteristic, providing evidence of mitigation, and requesting a finding of eligibility. The request for a finding of eligibility is based on the development site’s achievement of the following goals of 10 TAC §10.101(a)(3)(E):

(i) New construction of high quality affordable housing units that are subject to federal rent or income restrictions; and

(ii) Determination that the undesirable characteristic(s) that has been disclosed are not of such a nature or severity that should render the Development Site ineligible based on the assessment and mitigation provided herein.

As mentioned, Fulton on the Rail is located in the Near Northside, an area in which a concerted revitalization plan is in place and gentrification is already proving rapid transformation of the area. The existing 1.54 acre development site is currently unleased warehouse and commercial space that is an underutilized real estate asset. The site will be demolished to make way for the new development and bring higher value to the site. Other private investment has taken place just south of the subject site with the removal of similar blighted structures with the current development of single family home communities. Infrastructure, streetscape improvement, as well as completion of the Metrorail transit line are examples of public investment dollars that have been injected into the area. In addition to the concerted revitalization plan, the City of Houston and Mayor Turner has recently designated the area as a complete community, with the goal of providing City support across various departments in collaboration with residents to identify projects and implement strategies to further accelerate development in the area. The public and private efforts listed above and those listed further in the report show a positive trend and continued improvement in the area that make this community, in fact, a desirable area to live.

Determination Regarding Neighborhood Boundaries

Fulton on the Rail is located at 5009 Fulton St, Houston, Texas 77009. The site is located in Super Neighborhood 52, the Near Northside. Near Northside is positioned just north of the city center, and is connected to Downtown Houston by Main Street. The neighborhood is generally bounded by I-10 to the south, I-45 to the west, and Hardy Street to the east, while extending a number of blocks north of I-610. The total area is approximately 2,779 acres or 4.34 square miles. Attached as Exhibit A is a map that outlines the boundaries of the Near Northside community.

Assessment of General Land Use in the Neighborhood

The Near Northside consists of a number of land uses including single family residential, multifamily, commercial, industrial, public and institutional, parks and open space, and transportation. Residential is spread throughout the Super neighborhood while most of the commercial development is positioned...
along three major commercial arteries: North Main, Fulton, and Irvington. Attached as Exhibit B is a map that outlines land use designations.

**Assessment of Undesirable Site Features – Not Applicable**

**Assessment of the Number of Existing Affordable Rental Units in PMA**

The primary market area for Fulton on the rail includes 14 census tracts and covers a total of 12.3 miles, see Exhibit C. According to Apartmentdata.com, there are Fourteen (14) tax credit developments in the Primary Market Area and two (2) subsidized apartment communities. Attached as Exhibit D showing the list of rental properties with number of units, type, occupancy, size, and year of completion where available.

**Assessment of Household Incomes in Census Tract**

The development site is located in census tract 482012106, a 3rd Quartile tract with 19.1% poverty and a median income of 48,206. The area median household income for the Houston MSA is estimated to be $71,500. The table below shows the percentage of incomes equal to or above the Houston MSA from 2012-2016. The data is pulled from the American Factfinder General Economic Characteristics Report (2016 ACS, DPO3)

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>$75,000-$99,000</td>
<td>16%</td>
<td>16.3%</td>
<td>12%</td>
<td>12.5%</td>
<td>13.7%</td>
</tr>
<tr>
<td>$100,000-$149,000</td>
<td>12.6%</td>
<td>11.8%</td>
<td>13%</td>
<td>10.5%</td>
<td>10.1%</td>
</tr>
<tr>
<td>$150,000-$199,000</td>
<td>4.8%</td>
<td>2.5%</td>
<td>5.2%</td>
<td>4.2%</td>
<td>3.9%</td>
</tr>
<tr>
<td>$200,000 or more</td>
<td>4.2%</td>
<td>2.7%</td>
<td>2.8%</td>
<td>2.8%</td>
<td>1.5%</td>
</tr>
</tbody>
</table>

The percentage of households in the census tract with incomes equal or above 71,500 is approximately 37% as of the most current census data from 2016.

**Assessment of Market Rate Multifamily Units**

According to Apartmentdata.com, there are 5 market rate apartment located in the PMA. The table below shows a comparison analysis

<table>
<thead>
<tr>
<th>Community</th>
<th>Occ</th>
<th>Units</th>
<th>Size</th>
<th>Mkt Rent</th>
<th>Mkt Rate</th>
<th>Eff Rent</th>
<th>Eff Rate</th>
<th>YOC</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Apex</td>
<td>96%</td>
<td>78</td>
<td>863</td>
<td>1,159</td>
<td>1.34</td>
<td>1,159</td>
<td>1.34</td>
<td>2016</td>
</tr>
<tr>
<td>Casa Adobe</td>
<td>98%</td>
<td>103</td>
<td>828</td>
<td>925</td>
<td>1.12</td>
<td>925</td>
<td>1.12</td>
<td>1972</td>
</tr>
<tr>
<td>Dodson Place</td>
<td>94%</td>
<td>32</td>
<td>452</td>
<td>688</td>
<td>1.52</td>
<td>639</td>
<td>1.41</td>
<td>1961</td>
</tr>
<tr>
<td>Northline Colonial</td>
<td>95%</td>
<td>84</td>
<td>793</td>
<td>890</td>
<td>1.12</td>
<td>818</td>
<td>1.03</td>
<td>1965</td>
</tr>
<tr>
<td>The Station</td>
<td>95%</td>
<td>60</td>
<td>683</td>
<td>920</td>
<td>1.34</td>
<td>887</td>
<td>1.30</td>
<td>1961</td>
</tr>
</tbody>
</table>

The most recent construction completion in the area is The Apex, a 78 unit property located at 8520 Madie Rd, Houston TX 77022. Prior to this development, there had been no other market rate apartments constructed in over 40 years.
The closest development to the proposed Fulton on the Rail is The Station, approximately .5 miles south. The Station was constructed in 1961 and is similar in age to the majority of the multifamily properties in the area. Below is a table showing floor plan summaries for the 5 communities.

<table>
<thead>
<tr>
<th>Floor Plan</th>
<th>Communities</th>
<th>Units</th>
<th>Mix</th>
<th>Size</th>
<th>Eff Price</th>
<th>Eff Rate</th>
<th>Growth Trend</th>
<th>Occ.</th>
</tr>
</thead>
<tbody>
<tr>
<td>All</td>
<td>5</td>
<td>357</td>
<td></td>
<td>769</td>
<td>919</td>
<td>1.19</td>
<td>1.61%</td>
<td>96.1%</td>
</tr>
<tr>
<td>Efficiency</td>
<td>2</td>
<td>15</td>
<td>4%</td>
<td>392</td>
<td>569</td>
<td>1.45</td>
<td>-.05%</td>
<td></td>
</tr>
<tr>
<td>1 Bed</td>
<td>5</td>
<td>158</td>
<td>44%</td>
<td>646</td>
<td>803</td>
<td>1.24</td>
<td>-1.04</td>
<td></td>
</tr>
<tr>
<td>2 Bed</td>
<td>4</td>
<td>179</td>
<td>50%</td>
<td>894</td>
<td>1042</td>
<td>1.17</td>
<td>3.09%</td>
<td></td>
</tr>
<tr>
<td>3 Bed</td>
<td>1</td>
<td>5</td>
<td>1%</td>
<td>1,304</td>
<td>1,223</td>
<td>93.8</td>
<td>13.11%</td>
<td></td>
</tr>
</tbody>
</table>

Assessment of School Performance

The Fulton on the Rail development site is zoned to Jefferson Elementary, Marshall Middle School, and Northside High School. All three schools achieved a Texas Education Agency (TEA) accountability rating of MET Standard in 2017. The TEA Accountability reports for 2017 are attached for all three schools as Exhibit E

Evidence of Mitigation

Blight

Evidence of Mitigation efforts in the Near Northside have been taking place for some time, are ongoing and clearly visible both in (1) the public and private investment in new construction projects, and (2) local agency partnerships and engagement in the community aimed at addressing cleanup and overall improvement of conditions. Listed below are a number completed and ongoing efforts

Public and Private Investment

- The 5.3-mile extension of the METRORail Red Line, which began running in December of 2013, extends all through the Greater Northside, connecting it to downtown and beyond. It represents a new type of rail line critical to the development and growth of an area. Unlike the original stretch of the Red Line, which starts in downtown and hits stops like the Museum District, Hermann Park, the Texas Medical Center and NRG Park, this extension makes its way through mostly residential parts of the Greater Northside. The extension was added knowing that there were plenty of residents who would take advantage of the line, and that businesses would benefit from being connected to downtown. As expected, the line has generated an increase in new residential and commercial development in recent years.
- City planners and developers have created a master plan designed to develop a new urban district just north of downtown by transforming Hardy Rail Yard, the 45-acre brownfield that was formerly the site of the Southern Pacific and Union Pacific rail yard, into a vibrant mixed-use development called Hardy Yards. Residences at Hardy Yards, located at N. Main & Burnett, is the first project to break ground on the Hardy Yards site. The four-story, 350-unit mixed-income apartment complex currently will feature about half luxury units (around $1.90 per square foot) meant for professionals working downtown and about half units meant for working professionals making...
between $35,000 and $45,000. The entire project is expected to be completed in summer 2019. See Exhibit F.

- TxDOT and Rice Design Alliance are working up plans to create a deck park that would bridge the Near Northside community to the Greater Heights.

- TxDOT began a $35 million improvement project in April that will tear down and replace the Elysian Viaduct which runs from Brooks St. to Commerce St., connecting Near Northside to downtown. The project, which is designed to help handle growth in the area and the city in general, will add shoulders to the roadway as well as a 5-foot wide sidewalk. It’s expected to take about two-and-a-half years.

- Between 2010 and 2014, as a result of efforts by area non-profit Avenue CDC, $30 million has been invested in the Near Northside to improve housing and construct new market rate and affordable housing. This investment repaired 20 homes and built 254 new affordable and market rate units, including 192 rental and 62 family-owned homes. Avenue CDC and other developers plan to construct 552 new affordable and market rate housing units from 2015-2020. Avenue CDC’s new construction completions include Avenue Place, Avenue Terraces, Avenue Station and Fulton Gardens II.

- The original Carnegie library on Quitman in the Near Northside was built in the early 1900s and was one of the first neighborhood libraries in Houston. In the 1980s the original library was demolished and replaced with a new building. At this time the columns and stairs that once graced the original building were preserved and transformed into a stage in the center of Castillo Park. After years of neglect the columns were restored through funding from the Houston Arts Alliance and now once again serve as a monument to the rich history of the Near Northside.

- In 2012 Near Northside GO Neighborhoods partnered with the University of Houston’s Community Design Resource Center to create a shared vision for the future of Castillo Park. Working in partnership with over 150 stakeholders, leaders, and residents a reimagined park was unveiled at Sabor del Northside in April of 2013. Castillo Park is in the heart of the neighborhood, sandwiched between Marshall Middle School and the Carnegie Library, and just across Quitman from Jeff Davis High School.

- Fulton Station, is a new single family residential development planned by Friendswood Development Company and Lennar Homes. The 3.4 acre development site is at the intersection of Fulton and Cavalcade along the rail line. Construction is currently underway and will result in homes priced in the 300s targeted at young homeowners. Information about the development can be found at https://www.lennar.com/new-homes/texas/houston/houston/fulton-station. Also see the attached Exhibit G.

Local Agency Partnership and Action Plans

In addition to public and private investment in new construction, comprehensive community plans have been established in the area to improve the overall condition of the neighborhood. In 2010 the Near Northside community published the Go Neighborhoods Quality of Life Agreement, a plan to that guides the neighborhoods work toward building a sustainable community. Six principles are involved including expanding investment in housing and other real estate, increasing family income and wealth, stimulating economic development, improving access to education, supporting healthy environments and lifestyles, and strengthening leadership and civic engagement. Several goals have been met since 2010 and the plan was updated in 2015 for another five years to meet new objectives. The comprehensive plan can be found

Application Excerpt 18337 Fulton on the Rail
at the following link.  http://go-neighborhoods.org/northside/near-northside-quality-of-life-agreement-2-0/

In April of 2017, the City of Houston and Mayor Turner announced their Complete Communities initiative in the Near Northside, a program aimed at creating complete sustainable community by working alongside community partners to focus city resources toward very specific projects. The City will support the existing planning efforts of local community-based organizations such as the aforementioned Quality of Life Agreement. In order to both develop and implement these local community plans, the City will explore public-private partnerships and private investment in these projects, where appropriate, to help build local capacity and to promote sustainability. The complete community action plan table is attached as Exhibit H
Design Workshop led the master planning and landscape architecture design for Hardy Yards, a 43-acre brownfield on a former rail yard. Located immediately north of downtown Houston, the redevelopment offers an opportunity to create a vibrant urban district that is an extension of the adjacent historic neighborhood. Taking advantage of the unparalleled skyline views and anchored by a new “complete street” network that will directly to the nearby multi-modal transit station, the development is centered on a community park, office, retail and residential uses. The site’s industrial heritage is celebrated in the detailed design for lighting, seating, paving and planting.
Summary

- Reclaimed 100% of the site from an abandoned rail yard to new development.
- Preserved 37% of the development edge facing the city skyline for the public through parks and street right of way.
- Created all private development within a five-minute walking distance to a park.
- Increased walkability by 35% over City standards, allowing for more direct connection to and from the adjacent light rail station.
Class A apartment project moves forward near downtown Houston

Zieben Group is under construction on a $66 million Class A apartment project near downtown Houston.

The Houston developer broke ground last summer on Residences at Hardy Yards, a four-story, 350-unit apartment complex that officials said will be one of the first truly mixed-income housing projects in the Bayou City.

About half of the luxury apartments — 171 units — will offer market-rate rents around $1.90 per square foot targeting downtown professionals while the remaining 179 units will offer workforce housing rents targeting police officers, firefighters, teachers and nurses making between $35,000 and $45,000.

Construction crews have finished about a third of the project, completing a six-story parking garage and framing the apartment complex, said Lee Zieben, founder of Zieben Group. The apartments are rising on a nearly 5-acre parcel in Hardy Yards, a long-vacant railcar maintenance yard in Houston’s Near Northside neighborhood.
“The Near Northside of town is experiencing a lot of neat growth and expansion,” Zieben, a Houston native and second-generation apartment developer, said. “There’s light rail, bars and restaurants and an outdoor music theater. It’s an exciting time for this side of Houston.”

Residences at Hardy Yards will feature several rail-themed features, including an iconic 100-foot clock tower with a bell and colorful lights. The apartments will feature luxury amenities, including a clubhouse with a resort-style infinity-edge pool on the top of the garage facing the downtown skyline, another resort-style courtyard pool with cabanas, a bocce ball court, horseshoe pit, volleyball court, demonstration kitchen with Wolf appliances, a fitness room with an on-demand fitness system, a movie theater room, a bike storage room, concierge service, valet trash service and a dog park with a pet washing station. The apartment complex also will feature units with alarm systems, card access and cameras, Wi-Fi, LED lights, motion sensor-controlled lights in the garage and energy-efficient appliances.

“The whole property is Class A,” Zieben said. “There’s a misnomer that mixed-income housing has got to mean a low-income project. Here, you’ll have a police officer living next to a lawyer.”

Residences at Hardy Hards is an unique public-private partnership between the Zieben Group, the city of Houston, the Houston Housing Finance Corp. and CommunityBank of Texas. The $66 million project is funded in part by a $14.5 million investment from the city of Houston through federal disaster relief funds after Hurricane Ike in 2008.

Steinberg Design Collaborative is the architect, ICON Builders is the general contractor, Jones & Carter is the civil engineer, United Engineering is the structural engineer. All four companies are based in Houston. South Carolina-based Greystar is the property manager.

Residences at Hardy Yards — located at North Main and Burnett streets, just north of Interstate 10 near the University of Houston Downtown — is the first project to break ground on the 45-acre Hardy Yards site. City planners and developers hope to transform the brownfield industrial site into a vibrant mixed-use development just north of downtown Houston. So far, there has been a $820 million public investment into the Hardy Yards site, including the installation of a Metro Red Line extension station at Burnett Street, city officials said.

Cypress Real Estate Advisors sold the 5-acre parcel for the Class A apartments to Zieben Group in March 2015. The Austin-based real estate firm has now finished redeveloping an additional 18 acres within Hardy Yards for future projects. The land is pad-ready, meaning all of the infrastructure — utilities, streets, benches and lamps — have been put in.

Zieben Group plans to begin preleasing the Residences at Hardy Yards in March 2018. The first units are expected to deliver in summer 2018 with the entire project completed in summer 2019.

Suburban builder adds to the urban trend

Friendswood Development Co. plans home project in the near northside on Fulton next to a light-rail stop

By Nancy Sarnoff | August 4, 2017 | Updated: August 5, 2017 10:17am
This rendering shows a Lennar duplex for the Fulton Station development.

Suburban land developer Friendswood Development Co. is planning an urban residential project in the near northside, its latest move into Houston's increasingly crowded urban housing market.

In the last year alone, Friendswood has purchased three close-in sites as it expands toward the inner city.

"We realized some of these other big builders were in the market and performing well and that it was a place we needed to be," senior land analyst Kayla Stewart said.

The company's first urban project was in Spring Branch, an early suburban area starting to have a more urban style. It's where other traditionally suburban-focused builders like Pulte and KB have found success in building small communities of homes on small lots. Many of the homes are in the $300,000 price range and are targeted to millennials who want to be near the city center but can't afford Heights and Montrose prices.
Friendwood's near-northside site is 3.4 acres at the intersection of Fulton and Cavalcade next to a light-rail stop.

"You can see there's some major developments taking place," said Adrian Ramirez, a real estate broker with Waterman Steele Real Estate Advisors who represented the land owner in the Fulton Street sale.

One of the area's biggest changes is expected to come north of Cavalcade just west of Interstate 45, where investors have purchased the Airline Drive farmers market and plan to turn it into a higher-end culinary destination.

Friendswood hopes its Fulton Station project will appeal to buyers wanting to commute via light rail. Houstonians who work downtown, Stewart said, can be at their offices in 15 minutes.

Lennar, which builds homes in Friendswood's land developments, will fill the site with duplexes with 20-foot driveways and 10-foot backyards. The homes will have first-floor living, which buyers have expressed more interest in, Stewart said.
The homes are expected to have prices in the mid-$300,000s.

In addition to its near-northside endeavor, Friendswood has a second project under way in Spring Branch and two on the northern fringes of Oak Forest.

Construction is underway at one of the sites off Shepherd at Lehman Street south of Pinemont.

Two weeks ago, the company purchased 1.6 acres just north of the Lehman site for a future project. The property formerly housed the White Dove Wedding Chapel.
Welcome to Lennar’s newest and most central urban location, Fulton Station. Located just a mere 2.5 miles north of Downtown Houston, residents will have both easy access to employment and Downtown destinations via the on-site proposed park and green space that will include a monitored, secure access to and from the MetroRail Red Line through a gated street entry. Residents will enjoy abundant shopping and dining choices nearby, as well as exciting entertainment choices such as the popular White Oak Music Hall, a five-acre, three-stage indoor/outdoor live music complex hosting hundreds of live performance events each year, and located just a mile south of Fulton Station.

From the perfect in-town location, to the abundant locational amenities that are right in the heart of Houston, these unique, centrally located new homes for sale by Lennar offer everything you’ve been dreaming of in a new home, plus the excitement of a variety of fantastic things to do and see in Houston and unbeatable convenience to everything you need to fit your lifestyle!

Discover your new Everything! Included is a down home, and the Urban Living lifestyle, with Lennar at Fulton Station today!
Residents of Fulton Station enjoy having an affordable urban home with quick access to Downtown only feet from their doorsteps. Fulton Station is planned to have a community pool that will serve as a gathering place and gathering place to enjoy the Metrorail, located off Fulton Street, just feet from the rail stops. The Metrorail is just 5 minutes to have Fulton Station residents in Downtown destinations within 30 minutes for optimum convenience. Minimize commute with the freedom of urban living.

Everything’s Included® in your new Lennar home!

Lennar builds the unique and award-winning Urban Villas Collection in Fulton Station. These stunning Villa homes offer residents home ownership on a smaller plate within two text of Everything’s Included® floor plans to choose from. These homes are perfectly suited for all family sizes and offer new home buyers a perfect blend of unique and versatile amenities in an charming neighborhood setting. You will simply love the included amenities in the Urban Villas Collection such as loft spaces, indoor kitchens, and spacious master suites.

With the beautiful Urban Villas Collection floor plans by Lennar in Fulton Station, you’ll want in the fact that you’ve found such a perfect setting to call home, with Everything’s Included®.

Location of Fulton Station: Urban Villas


<table>
<thead>
<tr>
<th>GOAL</th>
<th>PROJECTS</th>
<th>PRIORITY</th>
<th>TIMEFRAME</th>
<th>METRICS TO MEASURE SUCCESS</th>
<th>PARTNERS</th>
<th>POTENTIAL PROGRAMS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Provide home repair programs for seniors and others with high needs</td>
<td>Medium</td>
<td>(2 - 5 yrs)</td>
<td></td>
<td>LEAD: HCDD, Avenue, HHD</td>
<td>HCHD Home Repair Program, HHD Lead Abatement Program, Weatherization Assistance Program, Rebuilding Together Program, Texas Ramp Project, Rebuilding Together Houston (including Roofs Over Houston, Interior Repair Program, Safe and Sound Program, Ramp Angels)</td>
</tr>
<tr>
<td></td>
<td>Develop a program to acquire and restore existing single- and multi-family housing to increase affordable housing</td>
<td>Long</td>
<td>(5 - 10 yrs)</td>
<td></td>
<td>LEAD: HCDD, Avenue</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Explore creation of a home improvement loan program</td>
<td>Medium</td>
<td>(2 - 5 yrs)</td>
<td></td>
<td>LEAD: HCDD, Avenue</td>
<td>Potential Partners: Area Banks, Philanthropic Organizations</td>
</tr>
<tr>
<td></td>
<td>Improve Irvington Village and Fulton Village without displacement</td>
<td>Long</td>
<td>(5 - 10 yrs)</td>
<td></td>
<td>LEAD: HHA</td>
<td>Potential Partners: Avenue, HUD Choice Neighborhoods Program</td>
</tr>
<tr>
<td></td>
<td>Build new housing for purchase and rental for a variety of income levels</td>
<td>Long</td>
<td>(5 - 10 yrs)</td>
<td></td>
<td>LEAD: HCDD, Avenue</td>
<td>Potential Partners: LISC Avenue Homeownership Center, Homebuyer Assistance Program, My First Texas Home, Mortgage Credit Certificate Program, Five-Star Texas Advantage Program</td>
</tr>
<tr>
<td></td>
<td>Grow Homeownership</td>
<td>Medium</td>
<td>(2 - 5 yrs)</td>
<td></td>
<td>LEAD: HCDD, Avenue</td>
<td>Potential Partners: LISC, FOC</td>
</tr>
<tr>
<td></td>
<td>Provide workshops for homeowners to ensure their security</td>
<td>Short</td>
<td>(0 - 2 yrs)</td>
<td></td>
<td>LEAD: HCDD</td>
<td>Potential Partners: Avenue Homeowner Education Workshop</td>
</tr>
</tbody>
</table>

**Housing**

**Complete Communities** is an **affordable community** with high quality housing options and housing-related services that meet the diverse needs of current and future residents.

**Plan**: Complete Communities Action Plan City of Houston Plans and CIP Near Northside Quality of Life Agreement Northside Livable Centers Study

**Priorities**: High, Medium, Low

**Legend**:

- Complete Communities Action Plan
- City of Houston Plans and CIP
- Near Northside Quality of Life Agreement
- Northside Livable Centers Study
- Sector 17 Parks Plan
- Greater Northside Pedestrian Transit Access Master Plan
- METRO Transit Oriented Development
- Healthy Living Matters NNS Recommendations

**Plan**:

- Complete Communities Action Plan City of Houston Plans and CIP Near Northside Quality of Life Agreement Northside Livable Centers Study

**Priorities Legend**:

- High
- Medium
- Low

**Application Excerpt 18337 Fulton on the Rail**
<table>
<thead>
<tr>
<th>GOAL</th>
<th>PROJECTS</th>
<th>PRIORITY</th>
<th>TIMEFRAME</th>
<th>METRICS TO MEASURE SUCCESS</th>
<th>PARTNERS</th>
<th>POTENTIAL PROGRAMS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Create Strong Partnerships with Law Enforcement</td>
<td>Increase participation in HPD’s Positive Interaction Program</td>
<td>Short (0 - 2 yrs)</td>
<td>10% Decline in the violent crime rate in the Near Northside in ten years. Currently the violent crime rate is 3% higher than Houston’s at 1061 crimes/100,000 people</td>
<td>LEAD: HPD, PIP, Civic Clubs, SN Council</td>
<td>Potential Partners: Safe Walk Home</td>
<td>Positive Interaction Program, Safe Walk Home Program</td>
</tr>
<tr>
<td></td>
<td>Increase police patrol</td>
<td>Medium (2 - 5 yrs)</td>
<td></td>
<td>LEAD: HPD</td>
<td>Potential Partners: Civic Clubs, SN Council, Safe Walk Home</td>
<td>Safe Walk Home Program</td>
</tr>
<tr>
<td></td>
<td>Develop strong partnerships between neighborhood initiatives, such as Safe Walk Home, and area law enforcement to expand neighborhood safety initiatives</td>
<td>Medium (2 - 5 yrs)</td>
<td></td>
<td>LEAD: HPD, Safe Walk Home, SN Council</td>
<td>Potential Partners: Area Civic Clubs</td>
<td>National Night Out, Keep Houston SAFE Initiative, Citizens Patrol Program</td>
</tr>
<tr>
<td>Support Safe Environments for Pets</td>
<td>Continue and expand pet spay and neuter programs</td>
<td>Short (0 - 2 yrs)</td>
<td>25% Reduction in 311 calls to BARC for stray animals</td>
<td>LEAD: BARC, ARA</td>
<td>Potential Partners: Emancipet, Northside DWGSG, Other non-profit animal organizations</td>
<td>Healthy Pets Healthy Streets</td>
</tr>
<tr>
<td></td>
<td>Create educational program for pets</td>
<td>Short (0 - 2 yrs)</td>
<td></td>
<td>LEAD: BARC, ARA</td>
<td>Potential Partners: Emancipet, Northside DWGSG, Other non-profit animal organizations</td>
<td>BARC Stray Animal Program</td>
</tr>
<tr>
<td>Create Safe Places</td>
<td>Enforce use of principles of Crime Prevention Through Environmental Design</td>
<td>Long (5 - 10 yrs)</td>
<td></td>
<td>LEAD: AARP, Avenue, Block Captains, Safe Walk Home, Councilmember</td>
<td>Potential Partners: HPD, CPTED training</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Address the challenge of loitering, homeless needs and panhandling</td>
<td>Medium (2 - 5 yrs)</td>
<td></td>
<td>LEAD: HPD</td>
<td>Potential Partners: Avenue, METRO, HISD, UH Downtown, Salvation Army</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Boarding house regulations</td>
<td>Medium (2 - 5 yrs)</td>
<td></td>
<td>LEAD: ARA, Avenue</td>
<td>Potential Partners:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Understand and address human trafficking – Lead: Houston Area Council on Human Trafficking</td>
<td>Medium (2 - 5 yrs)</td>
<td></td>
<td>LEAD: Houston Area Council on Human Trafficking, Avenue Potential Partners: HPD, Area Schools</td>
<td>City’s Anti-Human Trafficking Strategic Plan, ‘Watch for Traffick’ Media Campaign Toolkit</td>
<td></td>
</tr>
</tbody>
</table>

Application Excerpt 18337 Fulton on the Rail
A complete community is a learning community with quality early childhood education, high performing schools and lifelong learning opportunities.

**EDUCATION**

<table>
<thead>
<tr>
<th>GOAL</th>
<th>PROJECTS</th>
<th>PRIORITY</th>
<th>TIMEFRAME</th>
<th>METRICS TO MEASURE SUCCESS</th>
<th>PARTNERS</th>
<th>POTENTIAL PROGRAMS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Expand Enrollment and Access to Early Childhood Education</strong></td>
<td>Increase the number of high quality early education slots</td>
<td><strong>Increase the number of high quality early education slots</strong></td>
<td><strong>ACTION STEPS:</strong> Partner with workforce boards to incentivize Texas Rising Star 4 Centers by offering parents stipends; Identify additional subsidies to assist parents</td>
<td><strong>Medium</strong> (2 - 5 yrs)</td>
<td><strong>300</strong> New Early Childhood Education Slots in ten years</td>
<td><strong>LEAD:</strong> Collaborative for Children, Capital One Northside Education Coalition, Wesley Community Center</td>
</tr>
<tr>
<td></td>
<td><strong>Increase the number of high quality early education subsidies</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Improve educational outcomes at area schools</strong></td>
<td><strong>ACTION STEPS:</strong> Develop strategies to advocate for the allocation of school funds focused on equity; Recruit residents to volunteer and mentor at area schools; Work with HISD to expand community engagement; engage the community; Support the provision of wraparound services at area schools in partnership with HISD, CIS and MOE.</td>
<td><strong>Long</strong> (5 - 10 yrs)</td>
<td><strong>70%</strong> Of 3rd grade students will meet standards on state reading assessments, which is equal to, or exceeding, the HISD Average in 2015</td>
<td><strong>LEAD:</strong> Collaborative for Children, Capital One Northside Education Coalition, HISD, MOE</td>
<td>Workforce Solutions</td>
</tr>
<tr>
<td></td>
<td><strong>Increase number of high school graduates who complete a certificate, vocational program, or 2-4 year college degree after six years</strong></td>
<td><strong>ACTION STEPS:</strong> Connect students to EMERGE-HISD which links high-performing students from underserved backgrounds to top-tier institutions that will offer them the least financial burden and the greatest support; Organize trips to area colleges; Identify additional strategies</td>
<td><strong>Long</strong> (5 - 10 yrs)</td>
<td></td>
<td><strong>LEAD:</strong> Capital One Northside Education Coalition, HISD, MOE</td>
<td>EMERGE HISD, Houston Youth</td>
</tr>
<tr>
<td><strong>Expand Opportunities for Out of School Enrichment</strong></td>
<td><strong>Provide leadership training, skills and resources for parents</strong></td>
<td><strong>Provide leadership training, skills and resources for parents</strong></td>
<td><strong>ACTION STEPS:</strong> Expand leadership development programs for parents; Provide parent engagement programs provided by HISD to area schools; Create the “Civic Academy” to educate parents on the HISD system and how it works; Strengthen local PTAs and PTOS to ensure strong local schools; Support the Capital One Northside Education Coalition’s work on civic advocacy, offer Spanish translation to improve communication</td>
<td><strong>Short</strong> (0 - 2 yrs)</td>
<td><strong>65%</strong> Of residents over the age of 25 years, will have a high school diploma or equivalent. Currently 56% have a high school diploma or equivalent.</td>
<td><strong>LEAD:</strong> Capital One Northside Education Coalition, HISD, MOE</td>
</tr>
<tr>
<td></td>
<td><strong>Support parents continuing education</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Expand after-school and summer programs for youth</strong></td>
<td><strong>ACTION STEPS:</strong> Promote the Out 2 Learn directory of out of school programs to area parents; Expand afterschool tutoring, enrichment programs and arts; Expand participation in the FACE program at Marshall MS, part of 21st Century Community Learning Centers Initiative at HISD for afterschool or summer programs; Promote programs provided at the Carnegie Library to area students and parents</td>
<td><strong>Medium</strong> (2 - 5 yrs)</td>
<td><strong>750</strong> Youth will be served by area summer programs</td>
<td><strong>LEAD:</strong> Capital One Northside Education Coalition, HISD, MOE</td>
<td>Out 2 Learn</td>
</tr>
<tr>
<td></td>
<td><strong>Nurture Parents and Lifelong Learning</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Support parents continuing education</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**PLAN Legend:**
- Complete Communities Action Plan
- City of Houston Plans and CIP
- Near Northside Quality of Life Agreement
- Northside Livable Centers Study

**PLAN: Complete Communities Action Plan**

**PRIORITY Legend:**
- Sector 17 Parks Plan
- Greater Northside Pedestrian Transit Access Master Plan
- METRO Transit Oriented Development
- Healthy Living Matters NNS Recommendations

**PRIORITY: Sector 17 Parks Plan**
### A Complete Community is an Engaged Community

Where everyone works together through advocacy, shared leadership and collaboration.

<table>
<thead>
<tr>
<th>Goal</th>
<th>Projects</th>
<th>Priority</th>
<th>Timeframe</th>
<th>Metrics to Measure Success</th>
<th>Partners</th>
<th>Potential Programs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nurture Community Leaders</td>
<td>Provide leadership training</td>
<td>ACTION STEPS: Identify partners and funding to continue shared leadership training; take advantage of local and city wide leadership training opportunities</td>
<td>Short (0 - 2 yrs)</td>
<td>LEAD: LISC, Avenue</td>
<td>Potential Partners: DON</td>
<td>LISC Training for Trainers, LISC Great Opportunities Neighborhoods, Stronger Region</td>
</tr>
<tr>
<td></td>
<td>Provide youth leadership training and a youth forum at NSHS</td>
<td>ACTION STEPS: Partner with Northside High School student leaders to develop and implement youth leadership training; identify funding</td>
<td>Short (0 - 2 yrs)</td>
<td>LEAD: NSHS Student Government, SN Council</td>
<td>DON Neighborhood Matching Grants, Stronger Region, Mayor’s Youth Council (MYC), Mayor’s Young Ambassadors Program (YA)</td>
<td></td>
</tr>
<tr>
<td>Expand Neighborhood Advocacy</td>
<td>Develop an annual advocacy agenda</td>
<td>ACTION STEPS: Develop an annual advocacy agenda in collaboration with Near Northside stakeholders and leaders; Provide advocacy training; Actively engage elected officials and other agencies to forward this agenda</td>
<td>Short (0 - 2 yrs)</td>
<td>LEAD: Harris County Public Health</td>
<td>Potential Partners: GO Leadership and Advocacy Committee, SN Council, Avenue</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Create a coalition to stay informed and engaged with the I-45 expansion project</td>
<td>ACTION STEPS: Identify key leaders and stakeholders to form and lead a coalition to advocate for the Near Northside for I-45 expansion project</td>
<td>Short (0 - 2 yrs)</td>
<td>LEAD: SN Council</td>
<td>Potential Partners: TxDOT</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Advocate for citywide Super Neighborhood Council funding</td>
<td>ACTION STEPS: Explore the potential for funding to be distributed through Councilmember District Funds</td>
<td>Short (0 - 2 yrs)</td>
<td>LEAD: DON, Office of New Americans</td>
<td>Potential Partners: HISD, Avenue</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Provide SB4 Training and Information</td>
<td>ACTION STEPS: Work with area schools and organizations to develop and implement SB4 training and information, to keep area residents informed</td>
<td>Short (0 - 2 yrs)</td>
<td>LEAD: Mi Familia Vota</td>
<td>Potential Partners: Avenue</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Increase voter participation</td>
<td>ACTION STEPS: Provide voter registration events; voter education and information</td>
<td>Short (0 - 2 yrs)</td>
<td>LEAD: GO Leadership and Advocacy Committee, SN Council, Avenue</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Engage with elected officials/candidates</td>
<td>ACTION STEPS: Host Near Northside election forums for candidates pursuing elected office; Develop candidate questionnaires and priorities</td>
<td>Short (0 - 2 yrs)</td>
<td>LEAD: SN Council, DON</td>
<td>Neighborhood Matching Grants</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Support and grow area civic clubs</td>
<td>ACTION STEPS: Identify areas that currently do not have civic clubs and work with area leaders to develop civic organizations; Support existing civic clubs through small grants and leadership training</td>
<td>Medium (2 - 5 yrs)</td>
<td>LEAD: GO Leadership and Advocacy Committee, SN Council, Avenue</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### CIVIC ENGAGEMENT

- 20 Youth will enroll in leadership training
- 61% Of registered voters in the Near Northside will vote in the 2020 election, equal to Harris County in 2016

Source: Harris County District Clerk

**Application Excerpt 18337 Fulton on the Rail**
## A complete community is a healthy community with access to fresh and nutritious food, healthcare and active living

### HEALTH

<table>
<thead>
<tr>
<th>GOAL</th>
<th>PROJECTS</th>
<th>PRIORITY</th>
<th>TIMEFRAME</th>
<th>METRICS TO MEASURE SUCCESS</th>
<th>PARTNERS</th>
<th>POTENTIAL PROGRAMS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Expand Access to Healthy Food</strong></td>
<td>Advocate for schools to expand healthy food options&lt;br&gt;<strong>ACTION STEPS:</strong> Partner with area schools and other public facilities to advocate for healthy food and healthy vending policies; Apply for farm to school grant offered by the USDA</td>
<td>Long&lt;br&gt;(5 - 10 yrs)</td>
<td></td>
<td></td>
<td><strong>LEAD:</strong> HLM, Memorial Hermann, School Health Advisory Committee&lt;br&gt;<strong>Potential Partners:</strong> HHD, HISD</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Increase food security through expanding area farmers markets, healthy corner stores and Brighter Bites&lt;br&gt;<strong>ACTION STEPS:</strong> Partner with Brighter Bites, Can DO and other area organizations, such as Urban Harvest, to expand access to healthy food inside of the neighborhood</td>
<td>Medium&lt;br&gt;(2 - 5 yrs)</td>
<td></td>
<td></td>
<td><strong>LEAD:</strong> Memorial Hermann, Can DO Houston, Brighter Bites, HHD</td>
<td>Can DO Healthy Corner Stores, Brighter Bites, Houston Food Bank Food Scholarships</td>
</tr>
<tr>
<td></td>
<td>Develop a CSA or Food Co-Op&lt;br&gt;<strong>ACTION STEPS:</strong> Identify a location; work with partners to establish a Co-Op or CSA</td>
<td>Medium&lt;br&gt;(2 - 5 yrs)</td>
<td></td>
<td></td>
<td><strong>LEAD:</strong> HLM, HHD</td>
<td>Houston Food Bank Bank, Avenue, HLM</td>
</tr>
<tr>
<td></td>
<td>Increase opportunities to enroll in SNAP&lt;br&gt;<strong>ACTION STEPS:</strong> Join the SNAP/EBT action group at the Houston Food Bank; Recruit SNAP enrollment ambassadors through area churches, schools and organizations; Expand enrollment in SNAP</td>
<td>Short&lt;br&gt;(0 - 2 yrs)</td>
<td><strong>50%</strong>&lt;br&gt;OF SNAP eligible families will receive this benefit. Currently 38% of eligible families receive SNAP benefits&lt;br&gt;Source: Feedingtexas.org</td>
<td></td>
<td><strong>LEAD:</strong> Avenue&lt;br&gt;<strong>Potential Partners:</strong> HHD, Urban Harvest, Finca Tres Robles, Plant It Forward</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Offer cooking, nutrition and gardening education classes&lt;br&gt;<strong>ACTION STEPS:</strong> Partner with the Houston Health Department or other organization for nutrition classes, fitness and diabetes self-management education (DAWN); Partner with HHD and other organizations, such as Urban Harvest, for gardening classes</td>
<td>Short&lt;br&gt;(0 - 2 yrs)</td>
<td></td>
<td></td>
<td><strong>LEAD:</strong> HLM, HHD&lt;br&gt;<strong>Potential Partners:</strong> HHD, Recipe for Success, Urban Harvest</td>
<td>Recipe for Success, DAWN Program</td>
</tr>
<tr>
<td><strong>Promote Opportunities for Active Living</strong></td>
<td>Expand options for walking and biking in the neighborhood&lt;br&gt;<strong>ACTION STEPS:</strong> Safe routes to schools; Safe routes to parks policy; Require developers to pay into a fund that supports construction of sidewalks and maintenance; Add bike racks to area destinations and businesses</td>
<td>Long&lt;br&gt;(5 - 10 yrs)</td>
<td><strong>71%</strong>&lt;br&gt;Of residents will engage in regular physical activity. Currently 61% of residents regularly exercise.&lt;br&gt;Source: Houston Health Department, Complete Communities Near Northside Profile, 2013-2014</td>
<td></td>
<td><strong>LEAD:</strong> GNMD&lt;br&gt;<strong>Potential Partners:</strong> CIGNA Sunday Streets</td>
<td>Tour de Northside, CIGNA Sunday Streets</td>
</tr>
<tr>
<td></td>
<td>Expand Tour de Northside and CIGNA Sunday Streets&lt;br&gt;<strong>ACTION STEPS:</strong> Work in partnership with the GNMD and CIGNA Sunday Streets to expand these programs in the Near Northside</td>
<td>Medium&lt;br&gt;(2 - 5 yrs)</td>
<td></td>
<td></td>
<td><strong>LEAD:</strong> HLM, HHD&lt;br&gt;<strong>Potential Partners:</strong> CIGNA Sunday Streets</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Identify and address mental healthcare needs&lt;br&gt;<strong>ACTION STEPS:</strong> Invite access to HHD’s counselors from Harris Center at local clinics; Partner with the city on the proposed campaign to identify and address mental health needs</td>
<td>Medium&lt;br&gt;(2 - 5 yrs)</td>
<td><strong>75%</strong>&lt;br&gt;Of residents will have health insurance, currently 68% have insurance&lt;br&gt;Source: ACS 2015 (5-yr)</td>
<td></td>
<td><strong>LEAD:</strong> HHD, Harris Center for Mental Health&lt;br&gt;<strong>Potential Partners:</strong> HLM</td>
<td>CIS Mental Health Initiative</td>
</tr>
<tr>
<td></td>
<td>Increase access to healthcare insurance, providers and resources&lt;br&gt;<strong>ACTION STEPS:</strong> Provide AEA benefits application assistance and navigation; Partner with Houston Health Department to identify qualifying individuals for affordable healthcare services; Work with area clinics to provide targeted health services and screening</td>
<td>Medium&lt;br&gt;(2 - 5 yrs)</td>
<td></td>
<td></td>
<td><strong>LEAD:</strong> HHD, HLM</td>
<td></td>
</tr>
</tbody>
</table>

**PLAN Legend:**
- Complete Communities Action Plan
- City of Houston Plans and CIP
- Near Northside Quality of Life Agreement
- Northside Livable Centers Study
- Sector 17 Parks Plan
- Greater Northside Pedestrian Transit Access Master Plan
- METRO Transit Oriented Development
- Healthy Living Matters NNS Recommendations

**PRIORITY LEGEND:**
- HIGH
- MEDIUM
- LOW

Application Excerpt 18337 Fulton on the Rail
# NEIGHBORHOOD CHARACTER

A complete community is a beautiful community that celebrates its strengths through historic preservation and public art.

## GOAL PROJECTS PRIORITY TIMEFRAME METRICS TO MEASURE SUCCESS PARTNERS POTENTIAL PROGRAMS

### Preserve the Near Northside’s History and Neighborhoods

<table>
<thead>
<tr>
<th>PROJECTIONS</th>
<th>PRIORITY</th>
<th>TIMEFRAME</th>
<th>METRICS TO MEASURE SUCCESS</th>
<th>PARTNERS</th>
<th>POTENTIAL PROGRAMS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Protect neighborhood character through minimum lot size restrictions</td>
<td>Medium (2 - 5 yrs)</td>
<td>LEAD: Avenue, SN Council</td>
<td>Minimum Lot Size Ordinance</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ACTION STEPS: Continue to work with civic clubs and leaders to identify areas for minimum lot sizes</td>
<td></td>
<td>Potential Partners: P&amp;D</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Protect the neighborhood from nuisances and blight</td>
<td>Short (0 - 2 yrs)</td>
<td>LEAD: DON, HPD</td>
<td>Blast the Bandit Sign, Cure for the Common Code Roundtable, HPD Differential Response Team</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ACTION STEPS: Work with DON to address area nuisances and blight, such as bandit signs, code compliance, and other issues</td>
<td></td>
<td>Potential Partners: SN Council, Area Civic Clubs, GO Neighborhoods Teams</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Expand area Historic Districts and landmarks</td>
<td>Medium (2 - 5 yrs)</td>
<td>LEAD: SN Council, Civic Clubs, Historic Preservation Department</td>
<td>Historic District Ordinance, National Trust for Historic Preservation, Texas Preservation Trust Fund</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ACTION STEPS: Identify and secure historical markers for important sites, events and landmarks in the Near Northside; Work in partnership with the Historic Preservation Department to revise the policy on establishing a historic district</td>
<td></td>
<td>Potential Partners: Philanthropic Organizations, National Trust for Historic Preservation, Texas Preservation Trust Fund</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Create a Place for Art

<table>
<thead>
<tr>
<th>PROJECTIONS</th>
<th>PRIORITY</th>
<th>TIMEFRAME</th>
<th>METRICS TO MEASURE SUCCESS</th>
<th>PARTNERS</th>
<th>POTENTIAL PROGRAMS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Develop a public art plan</td>
<td>Medium (2 - 5 yrs)</td>
<td>LEAD: GNMD</td>
<td>National Endowment for the Arts Grants, Houston Arts Alliance Grants</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ACTION STEPS: Partner with the Mayor’s Office of Cultural Affairs, Houston Arts Alliance, Hardy TIRZ, GNMD and others to create a public art plan</td>
<td></td>
<td>Potential Partners: Avenue, Hardy TIRZ, MOCA, HAA</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Expand public art</td>
<td>Medium (2 - 5 yrs)</td>
<td>LEAD: MOCA, HAA, GNMD</td>
<td>Mini-Murals National Endowment for the Arts Grants, Houston Arts Alliance Grants</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ACTION STEPS: Identify key neighborhood public art projects including a mural at Carnegie Library and Fiesta; Partner with MOCA and GNMD to identify locations for additional mini-murals</td>
<td></td>
<td>Potential Partners: Avenue, Area Businesses, Philanthropic Organizations</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Attract a new cultural center</td>
<td>Long (5 - 10 yrs)</td>
<td>LEAD: Avenue</td>
<td>Neighborhood Matching Grants, Council District Funds</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ACTION STEPS: Survey existing cultural centers in Houston; identify partners who have the capacity to expand; Develop an advocacy team to work towards a new cultural center</td>
<td></td>
<td>Potential Partners: HCDD</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Celebrate the Community

<table>
<thead>
<tr>
<th>PROJECTIONS</th>
<th>PRIORITY</th>
<th>TIMEFRAME</th>
<th>METRICS TO MEASURE SUCCESS</th>
<th>PARTNERS</th>
<th>POTENTIAL PROGRAMS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Organize and support signature events and festivals in the neighborhood</td>
<td>Medium (2 - 5 yrs)</td>
<td>LEAD: Avenue, GNMD, Northside Chamber of Commerce</td>
<td>Visit My Neighborhood Program</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ACTION STEPS: Continue to grow and support area events such as Sabor del Northside, Tour de Northside, Mercado del Northside</td>
<td></td>
<td>Potential Partners: Area Businesses and Partners</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Visit My Neighborhood Program</td>
<td>Short (0 - 2 yrs)</td>
<td>LEAD: MOCA, HAA</td>
<td>Visit My Neighborhood Program</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ACTION STEPS: Partner with MOCA and the Houston Arts Alliance to expand arts and cultural experiences for residents and visitors of Complete Communities, including securing an art writer fellowship to document and showcase the arts, cultural and heritage resources and activities in each community</td>
<td></td>
<td>Potential Partners: Avenue</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Application Excerpt 18337 Fulton on the Rail

**NEIGHBORHOOD CHARACTER**

**2000** Parcels protected through minimum lot size restrictions in ten years. Currently 1500 parcels are protected

**20** Public Art projects completed in the community
### A complete community is a sustainable and resilient community with high quality parks and community amenities

<table>
<thead>
<tr>
<th>GOAL</th>
<th>PROJECTS</th>
<th>PRIORITY</th>
<th>TIMEFRAME</th>
<th>METRICS TO MEASURE SUCCESS</th>
<th>PARTNERS</th>
<th>POTENTIAL PROGRAMS</th>
</tr>
</thead>
</table>
| **New Parks and Green Spaces** | Create an open space corridor adjacent to Little White Oak Bayou, connecting Woodlands and Moody Park  
**ACTION STEPS:** Work in partnership with the Houston Parks Board to create a green corridor linking area parks | Medium  
(2 - 5 yrs) | LEAD: HPB  
Potential Partners: Philanthropic Organizations, GNMD | | |
| | Transform vacant lots and leftover spaces into public plazas and green spaces  
**ACTION STEPS:** Develop concepts and designs for new neighborhood pocket parks, including sites near Hogan St. for the southeast part of the neighborhood, and the Fulton green space and butterfly garden in partnership with HPARD and GNMD; Work in partnership with the Hardy Toll Road extension project to identify and develop opportunities for new green spaces; Identify additional sites for small plazas and parks | Medium  
(2 - 5 yrs) | LEAD: HPARD, GNMD, HPB  
Potential Partners: Avenue, Council District, METRO, Hardy Toll Road | | Texas Parks and Wildlife Local Parks Grant Program, Urban Outdoor Recreation |
| Plan: | Moody Park Improvements  
**ACTION STEPS:** Work in partnership with HPARD to identify and complete needed improvements at Moody Park, including the potential of a splash pad, better lighting, maintenance and security; Work in partnership with METRO to create better accessibility to the park | Long  
(5 - 10 yrs) | LEAD: HPARD, METRO | | |
| | Irvington Park Improvements  
**ACTION STEPS:** Work in partnership with HPARD to identify and complete needed improvements at Irvington Park, including adding new lighting for the basketball pavilion and providing regular maintenance | Medium  
(2 - 5 yrs) | LEAD: HPARD | | |
| | Castillo Park Improvements  
**ACTION STEPS:** Work in partnership with HPARD, Carnegie Library, and Marshall MS to advocate for improvements at Castillo Park to provide a central park in the heart of the neighborhood | Long  
(5 - 10 yrs) | LEAD: HPARD, HCDD, Avenue  
Potential Partners: Marshall MS, Carnegie Library, Philanthropic Organizations, GNMD | | CDBG Grant Funding Texas Parks and Wildlife Local Parks Grant Program, Urban Outdoor Recreation |

**PLAN Legend:**
- Complete Communities Action Plan
- City of Houston Plans and CIP
- Near Northside Quality of Life Agreement
- Northside Livable Centers Study
- Sector 17 Parks Plan
- Greater Northside Pedestrian Transit Access Master Plan
- METRO Transit Oriented Development
- Healthy Living Matters NNS Recommendations

**PRIORITY Legend:**
- HIGH
- MEDIUM
- LOW
# Infrastructure

**A complete community is a connected community with public transit, great streets and quality infrastructure.**

<table>
<thead>
<tr>
<th>GOAL</th>
<th>PROJECTS</th>
<th>PRIORITY</th>
<th>TIMEFRAME</th>
<th>METRICS TO MEASURE SUCCESS</th>
<th>PARTNERS</th>
<th>POTENTIAL PROGRAMS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Improve neighborhood streets</td>
<td>ACTION STEPS: Work with PWE to identify priority street improvements; PWE has moved Lorraine St. to the CIP; Hogan St. is in pre-engineering phase, once complete will go to CIP.</td>
<td>Long</td>
<td>(5 - 10 yrs)</td>
<td></td>
<td>LEAD: PWE</td>
<td>Potential Partners: GNMID, METRO, Rebuild Houston</td>
</tr>
<tr>
<td>Streetscapes</td>
<td>ACTION STEPS: Prioritize streetscape enhancements of major arterial roads including N. Main St.; Fulton St.; Irvington Blvd.; Elysian St.; Hardy St.; Burnett St.; Hogan St.; Lorraine St.; Collingtonworth St.; Patton St.; Quitman St. improvements are currently in design with GNMID, along with pedestrian improvements along Cavalcade; Explore street trees along the light rail corridor.</td>
<td>Long</td>
<td>(5 - 10 yrs)</td>
<td></td>
<td>LEAD: PWE, GNMID, METRO</td>
<td>Potential Partners: Philanthropy, Trees for Houston, Keep Houston Beautiful</td>
</tr>
<tr>
<td>Great Streets</td>
<td>Expand area bike lanes and hike and bike trails: ACTION STEPS: Work with PWE on priority bike lanes, including (in order of priority) Hardy St. from Burnett St. to Kelley St.; N. Main St. from Boundary to Whitney; Quitman St. from South St. to Elysian St.; Pinckney Street from Keene St. to MKT Trail (connect to MKT trail); Lorraine Street from MKT Trail to the Eastex Fwy; Burnett Street from Hardy St. to Freeman St.</td>
<td>Medium</td>
<td>(2 - 5 yrs)</td>
<td>Miles of street improvements (Source: City of Houston GIS)</td>
<td>LEAD: PWE</td>
<td>Potential Partners: Houston Bike Plan</td>
</tr>
<tr>
<td></td>
<td>Streetscape: Great Streets ACTION STEPS: Prioritize streetscape enhancements of major arterial roads including N. Main St.; Fulton St.; Irvington Blvd.; Elysian St.; Hardy St.; Burnett St.; Hogan St.; Lorraine St.; Collingtonworth St.; Patton St.; Quitman St. improvements are currently in design with GNMID, along with pedestrian improvements along Cavalcade; Explore street trees along the light rail corridor.</td>
<td>Medium</td>
<td>(2 - 5 yrs)</td>
<td></td>
<td>LEAD: PWE</td>
<td>Potential Partners: Houston Bike Plan</td>
</tr>
<tr>
<td></td>
<td>Install bike racks at area businesses and other locations: ACTION ITEMS: Work in partnership with HHD to identify locations for area bike racks, including Fulton at Cavalcade; Irvington area restaurants; Fulton St. near Boundary St.</td>
<td>Short</td>
<td>(0 - 2 yrs)</td>
<td>The miles of hike and bike trails or bike lanes serving the neighborhood (Source: City of Houston GIS)</td>
<td>LEAD: HHD</td>
<td>Potential Partners: SN Council, Houston Bike Racks Donation Program</td>
</tr>
<tr>
<td></td>
<td>Expand bicycle lanes: ACTION STEPS: Work in partnership with PWE to identify new bicycle locations, including Castillo Park or Carnegie Branch Library, Quitman Station, Fulton/North Central Station, Burnett Transit Center</td>
<td>Short</td>
<td>(0 - 2 yrs)</td>
<td></td>
<td>LEAD: Houston BCycle, PWE</td>
<td>Potential Partners: SN Council, Houston BCycle</td>
</tr>
<tr>
<td></td>
<td>New sidewalks: ACTION STEPS: Work in partnership with PWE on priority sidewalk projects, current projects include Cochran, James to Noble; Campbell St., Cochran St to Gano St.; extension of sidewalks on Gale St., Canadian St., and Evelyn St.</td>
<td>Medium</td>
<td>(2 - 5 yrs)</td>
<td></td>
<td>LEAD: PWE</td>
<td>Potential Partners: SN Council, Safe Sidewalk Program</td>
</tr>
<tr>
<td></td>
<td>Improve sidewalk and ramps to meet ADA standards: ACTION STEPS: Partner with DON Citizens Accessibility Office to complete accessibility assessments; disabled or elderly residents must apply to get ramps, construction is done through a separate fund in Public Works (PWE); Partner with METRO Universal Accessibility Initiative for ADA compliant bus stops and shelters</td>
<td>Medium</td>
<td>(2 - 5 yrs)</td>
<td></td>
<td>LEAD: DON, METRO, PWE</td>
<td>Potential Partners: SN Council, DON Citizens Accessibility Office, METRO Universal Accessibility Initiative</td>
</tr>
<tr>
<td></td>
<td>Improve Neighborhood Streetlighting: ACTION STEPS: Partner with PWE, that recently completed a survey of street lights and are putting in additional lights along Quitman; Provide input on where additional street light surveys should be done to focus PWE efforts, including Cavalcade St. from I-45 to Irvington Blvd.; Hogan St/Lorraine St. between Main St. and Hardy St.; Brooks St. between Main St. and Hardy St.; Near Moody Park Station, Cavalcade Station; Main St.; between Boundary St. and Quitman St.</td>
<td>Medium</td>
<td>(2 - 5 yrs)</td>
<td>12% Of workers over 16 years will ride public transit to work. Currently 6% ride transit. (Source: ACS 2015 (5-yr))</td>
<td>LEAD: PWE, Centerpoint</td>
<td>Potential Partners: SN Council, Safe Walk Home, PWE Streetlight Survey Program</td>
</tr>
<tr>
<td></td>
<td>Increase transit ridership and other mobility options: ACTION STEPS: Develop a “Near Northside Transit Map” to be installed throughout the community; Partner with ARA/Park Houston to identify locations to install 3-5 car share stations near libraries, multi-service centers, transit centers, and education centers</td>
<td>Medium</td>
<td>(2 - 5 yrs)</td>
<td></td>
<td>LEAD: PWE, METRO, HAA, ARA/Park Houston, Avenue</td>
<td>Potential Partners: SN Council, Houston Arts Alliance Grant, Neighborhood Matching Grants</td>
</tr>
</tbody>
</table>

**PLAN: Complete Communities Action Plan City of Houston Plans and CIP Greater Northside Pedestrian Transit Access Master Plan Sector 17 Parks Plan METRO Transit Oriented Development Healthy Living Matters NNS Recommendations**

**PRIORITY LEGEND: HIGH COMPLETE COMMUNITIES ACTION PLAN MEDIUM CITY OF HOUSTON PLANS AND CIP LOW GREATER NORTHSIDE PEDESTRIAN TRANSIT ACCESS MASTER PLAN SECTOR 17 PARKS PLAN METRO TRANSIT ORIENTED DEVELOPMENT HEALTHY LIVING MATTERS NNS RECOMMENDATIONS**
**ECONOMY AND WORKFORCE**

<table>
<thead>
<tr>
<th>GOAL</th>
<th>PROJECTS</th>
<th>PRIORITY</th>
<th>TIMEFRAME</th>
<th>METRICS TO MEASURE SUCCESS</th>
<th>PARTNERS</th>
<th>POTENTIAL PROGRAMS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expand and Enhance Workforce Development Opportunities</td>
<td>Expand community job-training, career development and placement programs to prepare residents for, and employ them in, growing sectors of the economy.</td>
<td>Medium</td>
<td>(2 - 5 yrs)</td>
<td>Agencies will provide job training and placement programs in the Near Northside.</td>
<td>LEAD: Wesley Community Center, LISC, FDC, OBO, HPL, Café College, HCC</td>
<td>National Home Building Institute, Open Job Labs at Carnegie Library, UpSkills Houston Initiative, Bridges to Career Opportunities (LISC), Financial Opportunity Center (LISC), AARP Back to Work 50+, Senior Community Service Employment Program (SCSEP), Hire Houston First</td>
</tr>
<tr>
<td></td>
<td>Connect youth to summer job opportunities</td>
<td>Short</td>
<td>(0 - 2 yrs)</td>
<td></td>
<td>LEAD: MOE, DON</td>
<td>Hire Houston Youth, DON Summer Youth Internship Program</td>
</tr>
<tr>
<td>Attract New Economic Development</td>
<td>Attract new businesses focused on neighborhood needs</td>
<td>Long</td>
<td>(5 - 10 yrs)</td>
<td>20 New businesses in the Near Northside in 10 years</td>
<td>LEAD: Northside Chamber of Commerce, GNMD, HCDD, OBO</td>
<td>SBIR Grant, STTR Grant, STEP Grant, SBA/7A/S04/Express Loans, Women’s Business Center, SCORE, Small Business Revolving Loan Fund, HBDD-Start-Up and Small Business Loans</td>
</tr>
<tr>
<td></td>
<td>Develop incentives for new businesses, including small business development grants and loans</td>
<td>Medium</td>
<td>(2 - 5 yrs)</td>
<td></td>
<td>LEAD: Northside Chamber of Commerce, GNMD</td>
<td>Small Business Loans, Avenue Loan Program</td>
</tr>
<tr>
<td></td>
<td>Develop a “shop local” and small business promotional campaign</td>
<td>Medium</td>
<td>(2 - 5 yrs)</td>
<td></td>
<td>LEAD: Northside Chamber of Commerce, GNMD</td>
<td>SBIR Grant, STTR Grant, STEP Grant, SBA/7A/S04/Express Loans, Women’s Business Center, SCORE, Small Business Revolving Loan Fund, HBDD-Start-Up and Small Business Loans</td>
</tr>
<tr>
<td></td>
<td>Create a Near Northside “Neighborhood Guide”</td>
<td>Short</td>
<td>(0 - 2 yrs)</td>
<td></td>
<td>LEAD: Northside Chamber of Commerce, GNMD</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Strengthen and grow existing businesses through access to grants, loans and mentoring</td>
<td>Medium</td>
<td>(2 - 5 yrs)</td>
<td></td>
<td>LEAD: Northside Chamber of Commerce, GNMD</td>
<td>Interagency Mentor-Protege Program, Build Up Houston, LiftOff Reloaded Classes at Carnegie Library, SCORE (SBA), SBA Small Business Loans, Procurement Technical Assistance Program, Facebook Digital Skills Program</td>
</tr>
<tr>
<td></td>
<td>Facade improvement program</td>
<td>Medium</td>
<td>(2 - 5 yrs)</td>
<td></td>
<td>LEAD: Avenue</td>
<td>Small Business Loans provided by both area banks and SBA</td>
</tr>
</tbody>
</table>

**PLAN Legend:**
- Complete Communities Action Plan
- City of Houston Plans and CIP
- Sector 17 Parks Plan
- Greater Northside Pedestrian Access Master Plan
- RETRO Transit Oriented Development
- Healthy Living Matters NNS Recommendations

**PRIORITY Legend:**
- HIGH
- MEDIUM
- LOW

**APPLICATION EXCERPT 18337 Fulton on the Rail**
Multifamily Finance Division staff will place scanned copies of public comment received behind this tab in the application .pdf
Multifamily Finance Division staff will place scanned copies of Commitment or Determination Notice documents behind this tab in the application .pdf
Multifamily Finance Division staff will place scanned copies of Direct Loan Program Award Letters behind this tab in the application .pdf
Multifamily Finance Division staff will place scanned copies of Carryover Allocation Agreement documents behind this tab in the application .pdf