2019 Multifamily Uniform Application
2019

9% HOUSING TAX CREDIT
APPLICATION

TDHCA APPLICATION #19273

Nolana Villas

McAllen, TX
The undersigned hereby makes an Application to Texas Department of Housing and Community Affairs. The Applicant affirms that they have read and understand, as applicable, Title 10, Texas Administrative Code ("10 TAC"), Chapters 1, 8, 11, 12, and 13. Specifically, the undersigned understands the requirements under 10 TAC §11.101 of the Qualified Allocation Plan ("QAP"), Site and Development Requirements and Restrictions, as well as Internal Revenue Code Section 42. By signing this document, Applicant is affirning that all statements and representations made in this certification and application, including all supporting materials, are true and correct under penalty of law, including Chapter 37 of the Texas Penal Code titled Perjury and Other Falsification and subject to criminal penalties as defined by the State of Texas. Applicant is also affirming understanding of 10 TAC §11.1(i) of the QAP, relating to Public Information Requests, specifically that the filing of an Application with the 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.

Applicant Entity Name: TGO Nolana Villas 19, LP (tbf)

By: Steve Lollis

Signature of Authorized Representative
Steve Lollis
Printed Name
Authorized Representative

Date
February 28, 2019

Sworn to and subscribed before me on the 28th day of February 2019
by Steve Lollis

(Personalized Seal)

Notary Public Signature
TEXAS
Notary Public, State of HARRIS
County of
Comm. Expires 03/08/2020
My Commission Expires: 02/28/19
Notary ID 130571843

2/23/2019
Based on the expiration date of the bonds as reflected in the Certificate of Reservation issued by the Texas Bond Review Board, the above referenced Development must be scheduled for one of the TDHCA Board meetings noted below for consideration of the issuance of a Determination Notice. Therefore, as required in 10 TAC §11.201(2)(B) of the Qualified Allocation Plan, all remaining parts of the Application, including the ESA, the Market Study, Property Condition Assessment, Appraisal and Site Design and Feasibility Report, 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 the Application will be placed on the meeting agenda as requested and changes to an Application (e.g. submission of new financing term sheets) or failure to resolve application deficiencies timely subsequent to submission may delay completion of Department staff’s review and/or underwriting of the Application and presentation to the Board. Moreover, staff may choose to delay presentation to the Board in instances in which an Applicant is not reasonably expected to close within sixty (60) days of the issuance of a Determination Notice or may recommend the award be conditioned upon closing within a reasonable timeframe after Board approval. Pursuant to 10 TAC §11.201(6)(B) Applicants requesting to be on the May, June or July Board meetings are advised that such Applications will not be prioritized for review and processing based on timing constraints associated with the Competitive HTC program. Further, the Applicant is encouraged to review 10 TAC §11.201(2)(B) of the Qualified Allocation Plan, the Multifamily Housing Revenue Bond Rules at 10 TAC Chapter 12, the 2019 4% HTC and Tax Exempt Bond Process Manual and the 2019 Multifamily Programs Procedures Manual for any requirements that need to be met prior to submission of the Application.

I request to be on the Board agenda selected below and pursuant to 10 TAC §11.201(2)(B) of the Qualified Allocation Plan I understand that I must provide the remaining parts of the Application by the applicable corresponding deadline:

<table>
<thead>
<tr>
<th>Board Meeting Date</th>
<th>75 Day Deadline</th>
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<tbody>
<tr>
<td>January 17, 2019</td>
<td>November 2, 2018</td>
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<tr>
<td>February 21, 2019</td>
<td>December 7, 2018</td>
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<tr>
<td>March 21, 2019</td>
<td>January 4, 2019</td>
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<tr>
<td>April 25, 2019</td>
<td>February 8, 2019</td>
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<td>May 23, 2019</td>
<td>March 8, 2019</td>
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<td>June 27, 2019</td>
<td>April 12, 2019</td>
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<td>July 11, 2019</td>
<td>April 26, 2019</td>
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<td>July 25, 2019</td>
<td>May 10, 2019</td>
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<td>September 5, 2019</td>
<td>June 21, 2019</td>
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<td>October 10, 2019</td>
<td>July 26, 2019</td>
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<td>November 7, 2019</td>
<td>August 23, 2019</td>
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<tr>
<td>December 5, 2019</td>
<td>September 20, 2019</td>
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</table>

An Inducement Resolution has been approved by the Bond Issuer and a copy is 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):

- 10 TAC §11.101(a)(2) - Undesirable Site Features
- 10 TAC §11.101(a)(3) - Neighborhood Risk Factors
- 10 TAC §11.202(1)(M) - Termination of Relationship in an Affordable Housing Transaction
- 10 TAC §11.202(1)(N) - Voluntary Compliance Agreement
  (or any similar agreement resulting from negotiations regarding noncompliance)
- 10 TAC §11.901(16) - Unused Credit or Penalty Fee

Note: If any disclosures are indicated regarding 10 TAC §11.101(a)(3), submit the Neighborhood Risk Factors Report Packet (NRFR) 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 § 11.1(d) of the Qualified Allocation Plan.

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. All persons who have a property interest in the Application, along with all plans and third-party reports, acknowledge that the Department may publish them on the Department's website, release them in response to a request for public information, and make other use of the information as authorized by law. 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 §§11.101 and 11.202 of the Qualified Allocation Plan. 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 residents 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 in accordance with the Department’s rules those aspects of the Development that 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 §11.302(d)(2)(l) of the Qualified Allocation Plan, 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 §11.101(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 §11.901(16) of the Qualified Allocation Plan.

X The Applicant certifies that no disclosure regarding §11.901(16) of the Qualified Allocation Plan 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 §11.202(1)(M) of the Qualified Allocation Plan related to such disclosure.

X The Applicant certifies that no disclosure regarding §11.202(1)(M) of the Qualified Allocation Plan is necessary.

Voluntary Compliance Agreement with any Governmental Agency (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 entered into a voluntary compliance agreement (or similar agreement) with any governmental agency that is the result of negotiation regarding noncompliance of any affordable housing Development with any requirements. The disclosure identified the person or persons and development involved, the identity of each other development, contact information for the other Principals of each such development, a narrative description of the facts and circumstances of the agreement or proposed agreement, and any appropriate supporting documents. The Applicant has read and understands §11.202(1)(N) of the Qualified Allocation Plan related to such disclosure.
The Applicant certifies that no disclosure regarding §11.202(1)(N) of the Qualified Allocation Plan is necessary.

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

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

X The Development is not located in an area with undesirable site features as further described in §11.101(a)(2) of the Qualified Allocation Plan.

___ 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 §11.101(a)(2) of the Qualified Allocation Plan.

___ The proposed Development is Historic Preservation pursuant to §11.9(e)(6) of the Qualified Allocation Plan, 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.
Neighborhood Risk Factors (select one of the main boxes as applicable)

X The Development Owner certifies that the Development is not located in an area with any of the neighborhood risk factors described in §11.101(a)(3) of the Qualified Allocation Plan and that no disclosure is necessary;

_____ The Development Owner certifies that the Development is located in an area with the following neighborhood risk factors and the Neighborhood Risk Factors 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 for any adjacent census tract with a boundary less than 500 feet from the proposed Development Site that is not separated from the Development Site by a natural barrier such as a river or lake, or an intervening restricted area, such as a military installation) in an Urban Area and the rate of Part I violent crimes is greater than 18 per 1,000 persons (annually) as reported on neighborhoodscout.com;

_____ is located within 1,000 feet of a blighted or abandoned area as further described in §11.101(a)(3)(B)(iii) of the Qualified Allocation Plan;

_____ is located in the attendance zones of an elementary, middle, or high school that does not have a 2018 Met Standard rating by the Texas Education Agency, unless the school is “Not Rated” because it meets the TEA Hurricane Harvey Provision, in which case the 2017 rating will apply. Elderly Developments are exempt from the requirement to disclose the presence of this characteristic.

The Development will include all of the mandatory Development amenities required in §11.101(b)(4) of the Qualified Allocation Plan at no charge to all residents (market rate and low-income) and written notice of such amenities will be provided to the residents.

The Development will satisfy the minimum point threshold for common amenities as further described in §11.101(b)(5) of the Qualified Allocation Plan. These amenities must be for the benefit of all residents (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 residents 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 Qualified Allocation Plan.
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 §11.101(b)(6)(B) of the Qualified Allocation Plan.

The Development (excluding competitive Housing Tax Credit Applications) will include enough resident supportive services, at no charge to the residents, be accessible to all residents (market rate and low-income), and maintained throughout the Affordability Period, to meet the required minimum number of points as further described in §11.101(b)(7) of the Qualified Allocation Plan, 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 income averaging is elected, Unit Designations for all units identified as 20%, 30%, 40%, 50%, 60%, 70% and 80% Units will be dispersed across all Unit Types in a manner that does not violate fair housing laws, as required by 10 TAC §10.605(c), effective February 28, 2019.

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) – (N) of §11.202(1) of the Qualified Allocation Plan, related to ineligible Applicants, applies to those identified on the organizational chart for the Applicant, Developer and Guarantor.

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

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

Signature
Steve Lollis

Printed Name
Authorized Agent

Title
2/28/2019

Date

THE STATE OF  TEXAS

§

COUNTY OF  HARRIS

§

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 28th day of February, 2019

(Seal)

DANIELA MEDINA
Notary Public, State of Texas
Comm. Expires 03-08-2020
Notary ID 130571843

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

10 TAC §11.202 of the Qualified Allocation Plan 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 § 11.1(d) of the Qualified Allocation Plan.

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

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

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

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

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

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

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

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

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

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

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

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

Neither Applicant nor any other member of the Development Team is in violation of a state revolving door or other standard of conduct or conflict of interest statute, including §2306.6733 of the Tex. Gov’t Code, or a provision of Chapter 572 of the Tex. Gov’t Code, that would prohibit the Person from participating in the Application in the manner and capacity they are participating.
Neither Applicant nor any other member of the Development Team has previous Contracts or Commitments that have been partially or fully de-obligated during the twelve (12) months prior to the submission of the Application and through the date of final allocation due to a failure to meet contractual obligations, and the Person is not on notice that such de-obligation results in ineligibility under 10 TAC Chapter 11.

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 §11.202(2)(A) of the Qualified Allocation Plan.

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 §11.202(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; 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 or the use of information therein.

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, Determination Notice, or Closing, the Applicant will immediately notify the Department. Such notification must be presented to the Board for consideration at the next available Board meeting.

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

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

Steve Lollis
Printed Name

Sole Member of Texas Grey Oaks, LLC
Title

February 28, 2019
Date

THE STATE OF Texas
COUNTY OF Harris

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 28th day of February, 2019

(Seal)

DANIELA MEDINA
Notary Public, State of Texas
Comm. Expires 03-08-2020
Notary ID 130571843

Notary Public Signature
2019 REVISED Applicant Eligibility Certification

Luis Torres
Printed Name

Sole Member of LT Valley Electrical Services, LLC

Date
February 26, 2019

THE STATE OF Texas

COUNTY OF Cameron

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 26th day of February 2019

(Seal)

J. B. J.
Notary Public

September 15, 2021
**If applicable, the form should be executed, notarized, and included in the full application document.**

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

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

1. Applicant Contact Information
   - **Name:** Steve Lollis
   - **Phone:** (713) 875-9445
   - **Email:** steve@texasgreyoaks.com
   - **Mailing Address:** 6300 West Loop South, Ste. 670
     - **Street:**
     - **City:** Bellaire
     - **State:** TX
     - **Zip:** 77401

2. Second Contact
   - **Name:** Donna Rickenbacker
   - **Phone:** (713) 560-0068
   - **Email:** donna@marqueconsultants.com
   - **Mailing Address:**
     - **Street:**
     - **City:** Bellaire
     - **State:** TX
     - **Zip:** 77401

3. Consultant Contact *(if applicable)*
   - **Name:** N/A
   - **Phone:**
   - **Mailing Address:**
     - **Street:**
     - **City:** Bellaire
     - **State:** TX
     - **Zip:** 77401
# Competitive Housing Tax Credit Selection Self-Score-10 TAC §11.9

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>6</td>
</tr>
<tr>
<td>Unit and Development Features</td>
<td>§11.9(b)(1)(B)</td>
<td>9</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>Resident Services</td>
<td>§11.9(c)(3)</td>
<td>10</td>
</tr>
<tr>
<td>Opportunity Index</td>
<td>§11.9(c)(4)</td>
<td>7</td>
</tr>
<tr>
<td>Underserved Area</td>
<td>§11.9(c)(5)</td>
<td>5</td>
</tr>
<tr>
<td>Tenant Populations with Special Needs</td>
<td>§11.9(c)(6)</td>
<td>2</td>
</tr>
<tr>
<td>Proximity to the Urban Core</td>
<td>§11.9(c)(7)</td>
<td>0</td>
</tr>
<tr>
<td>Readiness to Proceed in Disaster Impacted Counties</td>
<td>§11.9(c)(8)</td>
<td></td>
</tr>
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</table>

### Serve and Support Texans Most in Need Total
51

## Criteria Promoting Community Support and Engagement

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

### Community Support and Engagement Total
11

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

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

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

## Point Deductions

<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
122
FLOODPLAIN INFORMATION:

The property is in FEMA Flood Zone “B” (X 500). Zone “B” (X 500) Areas of 500-year flood; areas of 100-year flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 100-year flood. An area inundated by 0.2% annual chance flooding. On site
**Development Address (All Programs)**

<table>
<thead>
<tr>
<th>Address</th>
<th>Region</th>
<th>Zip</th>
<th>County</th>
<th>Rural/Urban</th>
</tr>
</thead>
<tbody>
<tr>
<td>7.517 acres on N K Center St. near E. Nolana Ave.</td>
<td>11</td>
<td>78504</td>
<td>Hidalgo</td>
<td>Urban</td>
</tr>
</tbody>
</table>

**Census Tract Information (All Programs)**

<table>
<thead>
<tr>
<th>Census Tract Number (11 digits)</th>
<th>No</th>
<th>Median Household Income: 39167.00</th>
<th>Quartile: 2q</th>
<th>Poverty Rate: 29.6</th>
</tr>
</thead>
</table>

**Resolutions (Competitive HTC and Tax-Exempt Bonds, if applicable) [10 TAC §11.3]**

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

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

- **X** One Mile Three Year Rule. The proposed Development is **NOT** a New Construction or Adaptive Reuse development that will be located one mile or less from a New Construction HTC or Bond Development serving the same type of household and awarded within the applicable three-year period and has not been withdrawn or terminated, OR the Development meets one of the exceptions in §11.3(d)(2) of the QAP (provide evidence of exception).

- **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. (§11.3(e))

- **X** Two Mile Same Year Rule (Competitive HTC Only) [10 TAC §11.3(b)]

- **X** The site is not located in a county with a population that exceeds one million.

- **n/a** The site is located in a county with a population that exceeds one million and is not located within 2 linear miles of the proposed Development Site of any eligible Pre-application in the same county.

- **n/a** The site is located in a county with a population that exceeds one million and is located within 2 linear miles of the site of the following eligible Pre-application(s) within the same county:

**Proximity of Development Sites (Competitive HTC Only) [10 TAC §11.3(g)]**

- **X** The site is contiguous to or within 1,000 feet of the site for the following eligible Pre-application(s) serving the same Target Population:

**Zoning [10 TAC §11.204(11)] and Flood Zone Designation [10 TAC §11.101(a)(1)] (All Programs)**

<table>
<thead>
<tr>
<th>Development Site is appropriately zoned?</th>
<th>No</th>
<th>Zoning Designation: C-3 &amp; R-3A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Flood Zone Designation: B</td>
<td></td>
<td>Entire Development Site is outside the 100 year floodplain. Yes</td>
</tr>
</tbody>
</table>

**Farmland Designation (New Construction (including adaptive re-use) seeking Section 811 and/or Direct Loan funds):**

- Prime Farmland

**Site & Neighborhood Standards (New Construction Direct Loan only) [10 TAC §13.11(o)(6)(B)]; [24 CFR 92.202, 93.150]**

Confirm the following supporting documents are provided behind this tab.

- **n/a** 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.

- **n/a** 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.

Moderate flood hazard areas, labeled Zone B or Zone X (shaded) are also shown on the FIRM, and are the areas between the limits of the base flood and the 0.2-percent-annual-chance (or 500-year) flood.

Children of the proposed development will attend:

<table>
<thead>
<tr>
<th>School Name</th>
<th>Grades</th>
<th>Met Standard Rating?</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>2016</td>
</tr>
<tr>
<td>Allen &amp; William Arnold ES</td>
<td>PK</td>
<td>through</td>
</tr>
<tr>
<td>Lyndon B Johnson MS</td>
<td>6</td>
<td>through</td>
</tr>
<tr>
<td>PSJA North Early College HS</td>
<td>9</td>
<td>through</td>
</tr>
</tbody>
</table>

\[n/a\] School district has no attendance zones and the closest schools are listed.

\[n/a\] 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 2018 (or 2017 if the Hurricane Harvey Provision applies) Met Standard rating by the Texas Education Agency, and the Neighborhood Risk Factors Report ("NRFR") and required documentation has been submitted. [§11.101(a)(3)(D)(iv)]

\[n/a\] The Target Population is Elderly. **Applicant is required to enter school rating information above, but no disclosure is required.**

9. **Waiver of Rules [10 TAC §11.207]**

\[n/a\] Applicant requests waiver of rules.

\[n/a\] Documentation to support waiver was previously provided or is attached behind Tab 8 and includes:

- \[n/a\] Documentation establishing how the need for the waiver was both not reasonably foreseeable and was not preventable by the Applicant and (where appropriate), plans for mitigation or alternative solutions; and
- \[n/a\] Documentation establishing how, by granting the waiver, it better serves the policies and purposes articulated in referenced sections of Tex. Gov't Code than not granting the waiver.
Supporting Documentation for the Site Information Form Part I

Maps:

- X Street Map with Site Drawn and Identified
- X Census Tract Map with Development Site Identified

Resolutions:

- n/a Twice the State Average of Units Per Capita Resolution
- n/a One Mile Three Year Resolution or evidence of other exception
- n/a Housing Tax Credit Units per Total Household Resolution
- n/a For Tax-Exempt Bond Applications the resolution of no objection to satisfy requirements of 10 TAC §11.204(4) of the QAP is included
- n/a For Tax-Exempt Bond Applications the resolution of no objection to satisfy requirements of 10 TAC §11.204(4) of the QAP is not included and will be provided under separate cover no later than 14 days prior to the Board meeting selected in Tab 1b

Zoning and Floodplain

- X Evidence of Zoning and/or Evidence of Re-Zoning Process
- X Evidence of Flood Zone Designation

Farmland Designation

- X Information is included in the ESA.
- Information is included behind this tab.

Go to https://websoilsurvey.nrcs.usda.gov/app/WebSoilSurvey.aspx  and

- Go to “Quick Navigation”, select address and enter street address, city, and state. If the Development Site does not have a fixed address, enter the street, city and state.
- Just below where it says “Area of Interest Interactive Map” and to the left of where it says “Legend” is a row of buttons. Two at the end are labeled “AOI” for area of interest. Click the rectangle or triangle button based on the relative shape of the Development Site
- Outline the Development Site, getting as much within the rectangle or triangle as possible.
- Select the tab for “Soil Data Explorer”, select “Land Classifications”, then select “Farmland Classification”.
- Select “View Rating”. You may need to scroll down to see it.
- In the upper right corner, select "Printable Version". Name it if you wish, scale to "Fit to page", printed sheet size "A landscape (11” x 8.5”). Make sure the box box labeled “show UTM Coordinate Ticks" is checked. Select "View".
- Save the file as a PDF and include it in the Application.
Site and Neighborhood Standards (New Construction Direct Loan Only)

Statement regarding promoting housing choice explains 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.

Waiver of Rules

The waiver request must establish how the need for the waiver was both not reasonably foreseeable and was not preventable by the Applicant.

The waiver request must establish how, by granting the waiver, it better serves the policies and purposes articulated in Tex. Gov’t Code, §§2306.001, 2306.002, 2306.359, and 2306.6701, (which are general in nature and apply to the role of the Department and its programs, including the Housing Tax Credit program) than not granting the waiver.

Educational Quality (all Applications)

School Attendance Zone Map with Development labeled;

2018 TEA accountability information for each school (or 2017 if the Hurricane Harvey Provision applies); and

Neighborhood Risk Factors Report (“NRFR”) 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 (or 2017 if the Hurricane Harvey Provision applies).
Street Map with Site Drawn and Identified
February 21, 2019

TGO Nolana Villas 19, LP  
c/o Texas Grey Oaks  
6300 West Loop South, Suite 670  
Bellaire, Texas 77401  
Attn: Steve Lollis

Re: Zoning Application & Verification Receipt - Nolana Villas; TDHCA No. 19273

Dear Mr. Lollis,

The City of McAllen understands that you are seeking housing tax credits to develop Nolana Villas, a proposed affordable rental housing development that will be located on a 7.517 acre tract of land (the "Development Site").

The Development Site is a portion of a larger tract located at 1300 East Nolana Avenue, McAllen, Texas 78504.

Please let this letter serve to acknowledge the following:

1. A portion of the Development Site is zoned R-3A (multifamily residential) District. The R-3A District is primarily intended to accommodate multifamily developments. Nolana Villas would be an allowable use in this district; and

2. The City of McAllen is in receipt of your Application for a Zone Change to rezone a 0.0630 acre portion of the Development Site from C-3 (general business) District to R-3A (multifamily residential) District in order to develop Nolana Villas on a larger tract of land.

The City of McAllen further acknowledges that the City has received a release from you agreeing to hold the City of McAllen and all other parties harmless in the event the appropriate re-zoning of C-3 (general business) District to R-3A (multifamily residential) District portion of the development site is not granted.

Sincerely,

Xavier Cervantés, AICP  
Planner II
This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at www.msc.fema.gov
The flood map for the selected area is number 4803340425C, effective on 11/16/1982.

You can choose a new flood map or move the location pin by selecting a different location on the locator map below or by entering a new location in the search field above. It may take a minute or more during peak hours to generate a dynamic FIRMette.
Soil Map may not be valid at this scale.
The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL: Coordinate System: Web Mercator (EPSG:3857)
Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Hidalgo County, Texas
Survey Area Data: Version 17, Sep 15, 2018
Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Feb 8, 2015—Feb 18, 2015

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.
Farmland Classification

<table>
<thead>
<tr>
<th>Map unit symbol</th>
<th>Map unit name</th>
<th>Rating</th>
<th>Acres in AOI</th>
<th>Percent of AOI</th>
</tr>
</thead>
<tbody>
<tr>
<td>28</td>
<td>Hidalgo sandy clay loam, 0 to 1 percent slopes</td>
<td>All areas are prime farmland</td>
<td>9.3</td>
<td>100.0%</td>
</tr>
</tbody>
</table>

Totals for Area of Interest

|                  |         |         | 9.3     | 100.0% |

Description

Farmland classification identifies map units as prime farmland, farmland of statewide importance, farmland of local importance, or unique farmland. It identifies the location and extent of the soils that are best suited to food, feed, fiber, forage, and oilseed crops. NRCS policy and procedures on prime and unique farmlands are published in the "Federal Register," Vol. 43, No. 21, January 31, 1978.

Rating Options

Aggregation Method: No Aggregation Necessary

Tie-break Rule: Lower
## Texas Education Agency
### 2018 Accountability Ratings Overall Summary

**ALLEN & WILLIAM ARNOLD EL (108909130) - PHARR-SAN JUAN-ALAMO ISD**

<table>
<thead>
<tr>
<th>Component</th>
<th>Score</th>
<th>Scaled Score</th>
<th>Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Overall</strong></td>
<td></td>
<td>65</td>
<td>Met Standard</td>
</tr>
<tr>
<td>Student Achievement</td>
<td></td>
<td>76</td>
<td>Met Standard</td>
</tr>
<tr>
<td>STAAR Performance</td>
<td>48</td>
<td>76</td>
<td></td>
</tr>
<tr>
<td>College, Career and Military Readiness</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Graduation Rate</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>School Progress</strong></td>
<td></td>
<td>86</td>
<td>Met Standard</td>
</tr>
<tr>
<td>Academic Growth</td>
<td>79</td>
<td>86</td>
<td>Met Standard</td>
</tr>
<tr>
<td>Relative Performance (Eco Dis: 81.0%)</td>
<td>48</td>
<td>83</td>
<td>Met Standard</td>
</tr>
<tr>
<td><strong>Closing the Gaps</strong></td>
<td></td>
<td>87</td>
<td>Met Standard</td>
</tr>
</tbody>
</table>

### Distinction Designations

- **ELA/Reading** Not Earned
- **Mathematics** Not Earned
- **Science** Earned
- **Social Studies** Not Eligible
- **Comparative Academic Growth** Earned
- **Postsecondary Readiness** Earned
- **Comparative Closing the Gaps** Earned
# Texas Education Agency
## 2018 Accountability Ratings Overall Summary

**LYNDON B JOHNSON MIDDLE** (108909043) - PHARR-SAN JUAN-ALAMO ISD

<table>
<thead>
<tr>
<th>Component</th>
<th>Score</th>
<th>Scaled Score</th>
<th>Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall</td>
<td></td>
<td>80</td>
<td>Met Standard</td>
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<tr>
<td>Student Achievement</td>
<td></td>
<td></td>
<td>Met Standard</td>
</tr>
<tr>
<td>STAAR Performance</td>
<td>41</td>
<td>73</td>
<td>Met Standard</td>
</tr>
<tr>
<td>College, Career and Military Readiness</td>
<td></td>
<td></td>
<td>Met Standard</td>
</tr>
<tr>
<td>Graduation Rate</td>
<td></td>
<td></td>
<td>Met Standard</td>
</tr>
<tr>
<td>School Progress</td>
<td></td>
<td>83</td>
<td>Met Standard</td>
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<tr>
<td>Academic Growth</td>
<td>65</td>
<td>69</td>
<td>Met Standard</td>
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<tr>
<td>Relative Performance (Eco Dis: 87.0%)</td>
<td>41</td>
<td>83</td>
<td>Met Standard</td>
</tr>
<tr>
<td>Closing the Gaps</td>
<td>42</td>
<td>73</td>
<td>Met Standard</td>
</tr>
</tbody>
</table>

## Distinction Designations

- **ELA/Reading** Earned
- **Mathematics** Not Earned
- **Science** Earned
- **Social Studies** Not Earned
- **Comparative Academic Growth** Not Earned
- **Postsecondary Readiness** Earned
- **Comparative Closing the Gaps** Not Earned
**Texas Education Agency**

**2018 Accountability Ratings Overall Summary**

**PSJA NORTH EARLY COLLEGE H S (108909003) - PHARR-SAN JUAN-ALAMO ISD**

<table>
<thead>
<tr>
<th>Component</th>
<th>Score</th>
<th>Scaled Score</th>
<th>Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Overall</strong></td>
<td></td>
<td>84</td>
<td>Met Standard</td>
</tr>
<tr>
<td>Student Achievement</td>
<td></td>
<td>84</td>
<td>Met Standard</td>
</tr>
<tr>
<td>STAAR Performance</td>
<td>40</td>
<td>69</td>
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<tr>
<td>College, Career and Military Readiness</td>
<td>70</td>
<td>93</td>
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<tr>
<td>Graduation Rate</td>
<td>99</td>
<td>95</td>
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<tr>
<td>School Progress</td>
<td></td>
<td>86</td>
<td>Met Standard</td>
</tr>
<tr>
<td>Academic Growth</td>
<td>70</td>
<td>80</td>
<td>Met Standard</td>
</tr>
<tr>
<td>Relative Performance (Eco Dis: 83.9%)</td>
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<td>86</td>
<td>Met Standard</td>
</tr>
<tr>
<td>Closing the Gaps</td>
<td>65</td>
<td>78</td>
<td>Met Standard</td>
</tr>
</tbody>
</table>

**Distinction Designations**

- ELA/Reading: Not Earned
- Mathematics: Not Earned
- Science: Not Earned
- Social Studies: Not Earned
- Comparative Academic Growth: Not Earned
- Postsecondary Readiness: Not Earned
- Comparative Closing the Gaps: Not Earned
No

Opportunity Index points are not requested. Part 1 entries are related to Concerted Revitalization Plan.

If yes, skip down to select amenities under Urban or Rural, as applicable.

1. Opportunity Index (Competitive HTC and Direct Loan Applications Only) [10 TAC §11.9(c)(4) and 10 TAC §13.6(1)]

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

AND

- X The census tract has a median household income rate in the two highest quartiles within the region (2 points).

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 (1 point).

Contiguous Census Tract # ____________________  Contiguous Tract Quartile ____________________

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

- full service grocery store (1 point)(1 mile)
- pharmacy (1 point)(1 mile)
- health-related facility (1 point)(3 miles)
- licensed center serving children (1 point)(2 miles)
- university or community college (1 point)(5 miles)
- census tract with ≥27% associate degrees adults ≥25
- indoor recreation facility available to public (1 point)
- community, civic or service organization (1 point)(1 mile)
- delivered meals service (1 point)

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

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

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

If necessary, provide a brief summary of how the Development Site is justifying the points selected:
2. **Undererved Area (Competitive HTC and Direct Loan Applications Only) [10 TAC §11.9(c)(5) and 10 TAC §13.6(3)]**

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

- **No** Wholly or partially within a Colonia (2 points);
  (Note: Not eligible if application qualifies for Opportunity Index points)

- **No** Entirely within the boundaries of an Economically Distressed Area (1 point);
  (Note: Not eligible if application qualifies for Opportunity Index points)

- **No** Entirely within a census tract that does not have another Development that was awarded less than 30 years ago according to the Department’s property inventory tab of the Site Demographic Characteristics Report (2 points);

- **Yes** 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 another 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 100,000 or more, and will not apply in the At-Risk Set-Aside (5 points);

Contiguous Census Tract #

- 48215020903
- 48215021701
- 48215020901

- **No** Entirely within a census tract that, according to American Community Survey 5-year Estimates, has both a poverty rate greater than 20% and a median gross rent for a two-bedroom unit greater than its county’s 2016 HUD Fair Market Rent for a two-bedroom unit. This measure is referred to as the Affordable Housing Needs Indicator in the Site Demographic Characteristics Report (2 points);

- **No** An At-risk or USDA Development placed in service 30 or more years ago, that is still occupied, and that has not yet received federal funding, or LIHTC equity, for the purposes of Rehabilitation for the Development (3 points).

**Application is seeking points for Underserved Area.**

<table>
<thead>
<tr>
<th>Total Points Claimed:</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
</tr>
</tbody>
</table>

3. **Proximity to the Urban Core (Competitive HTC Applications Only) [10 TAC §11.9(c)(7)]**

- Development Site is located in a Place with a population over 200,000 and is not in the At-Risk Set-Aside.
- AND
- Population of Place is 200,000-749,999 and Development is located w/in 2 miles of the main municipal government administration building. OR
- Population of Place is 750,000 or more and Development is located w/in 4 miles of the main municipal government administration building.

**Application is seeking points for Proximity to the Urban Core.**

<table>
<thead>
<tr>
<th>Total Points Claimed:</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
</tr>
</tbody>
</table>

4. **Concerted Revitalization Plan (Competitive HTC Applications Only) [10 TAC §11.9(d)(7)]**

**Region:**

- Urban

- Application is claiming points for a Concerted Revitalization Plan (“CRP”).
- No points were claimed for Opportunity Index.
- Applicant has selected amenities in the Opportunity Index section and included documentation in the CRP packet.
- The CRP Packet has been completed and uploaded along with but separately from the Application.

**Application is seeking points for Concerted Revitalization.**

<table>
<thead>
<tr>
<th>Total Points Claimed:</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
</tr>
</tbody>
</table>

5. **Declared Disaster Area Scoring (Competitive HTC Applications ONLY) [10 TAC §11.9(d)(3)]**

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

**Application is seeking points for Declared Disaster Area.**

<table>
<thead>
<tr>
<th>Total Points Claimed:</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
</tr>
</tbody>
</table>
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 two years preceding December 1, 2018.
- Application includes a certification that the Applicant will close all financing on or before the last business day in November, 2019.
- Application includes acknowledgement from all lenders and the syndicator of the required closing date.
- Application includes a certification that the Applicant will fully execute the construction contract on or before the last business day in November, 2019.
- Application includes evidence that appropriate zoning will be in place at award.
- Application includes a DETAILED narrative description of each piece of evidence provided that is not specifically requested and how that evidence proves that the Applicant will have appropriate zoning at award and will close all financing and fully execute the construction contract on or before the last business day of November, 2019.
- Applicant understands that failure to close all financing and/or fully execute the construction contract on or before the last business day in November, 2019 will result in penalty under 10 TAC §11.9(f), as determined solely by the Board.

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

**Opportunity Index (Competitive HTC and Direct Loan Only)**
- Map with Development Site boundaries indicated, relative to census tract boundaries
- Map with Development Site boundaries indicated, relative to census tract boundaries; and contiguous census tract with evidence of no physical barriers between the tracts
- Map(s) of Community Assets with Development, radius, and each asset labeled
- Distances are measured from the nearest boundary of the Development Site to the nearest boundary of the property or easement containing the facility, unless otherwise noted. All measurements include ingress/egress and any easements
- For each amenity, supporting documentation to evidence how the amenity meets each requirement of the rules.
  NOTE: Per the rule, regular and recurring substantive services provided by community, civic or service organization must be beyond exclusively congregational or member-affiliated activities. For this item, you must evidence the organization's service activity in the community.
- Print-out from DFPS website confirming daycare licensed to serve relevant age groups
  (http://www.dfps.state.tx.us/Child_Care/Search_Texas_Child_Care/ppFacilitySearchDayCare.asp)
- Crime rate information for census tract from Neighborhood Scout or local data source dated after October 1, 2018, including the computation used to determine the crime rate
  (https://www.neighborhoodscout.com)
- Print-out from THECB website confirming accreditation of university or community college
  http://www.txhighereddata.org/Interactive/Institutions.cfm
- Evidence amenity is operational or has started site work (for instance: website postings, news paper ads, etc.); evidence of costs or membership fees, age restrictions, as applicable

**Evidence of Underserved Area (Competitive HTC and Direct Loan Only)**
- n/a For Colonia:
  - Evidence from Attorney General of Colonia boundaries; and
    https://www.texasattorneygeneral.gov/cpd/colonias
  - Letter from the appropriate local government official or other evidence that the colonia lacks infrastructure and the Development will enable the current dwellings to connect to such infrastructure; and
  - Map showing development site boundaries, relative to Colonia boundaries, and distance from Rio Grande river border.
- n/a For Economically Distressed Areas:
  - A letter or correspondence from Texas Water Development Board indicating the boundaries of the EDA; and
  - Map showing development site boundaries, relative to EDA boundaries.
- X For other items:
  Development must be awarded 2004 or earlier for 15-year threshold and 1988 or earlier for 30-year threshold, as listed in the "Board Approval" column of the Property Inventory tab of the Site Demographic Characteristics Report posted on the Department's website at
  http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm
  - Map with Development Site boundaries indicated, relative to census tract boundaries
  - Map with census tract boundaries indicated, relative to boundaries of incorporated area, if applicable.
  - Map with all contiguous census tracts, if applicable

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

CRP Packet is uploaded along with but separate from the Application.

Declared Disaster Area:

- The county in which the Development Site is located is listed on the 2019 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 any time within the two-year period preceding the date of Application submission.

Readiness to Proceed

- Evidence Development Site is located is in a county declared by FEMA to be a disaster area eligible for individual assistance in the last calendar year (only required if county is not included on the list and Applicant believes it should be).

- Certification for closing

- Acknowledgement(s) of closing date from lenders and syndicator

- Certification for construction contract

- Evidence that appropriate zoning will be in place at award (July 25, 2019).

Each piece of evidence provided that is not listed above must be accompanied by a detailed narrative describing how that piece of evidence will allow the Applicant to meet the requirements.
The 2019 Qualified Census Tracts (QCTs) and Difficult Development Areas (DDAs) are based on the 2019 5-year ACS data. This dataset includes 5-year summary data from the American Community Survey for the year 2019. The data is part of the Census Bureau’s Dissemination Program and was released on March 22, 2021.
Opportunity Index - McAllen-Nolana Villas

Opportunity Index Data (§11.9(c)(4) of the 2019 Qualified Allocation Plan)
The median household income data is from table B19013 and the poverty data is from table S1701 of the 2012 - 2016 5-year American Community Survey (ACS). This data corresponds with the Opportunity Index scoring item at §11.9(c)(4) of the 2019 Qualified Allocation Plan (QAP). The QAP can be found at http://www.tdhca.state.tx.us/multifamily/nofas-rules.htm. Please contact jason.burr@tdhca.state.tx.us with any questions.

<table>
<thead>
<tr>
<th>Census Tract</th>
<th>Geography</th>
<th>County FIPS</th>
<th>County</th>
<th>Region</th>
<th>Median Household Income</th>
<th>Q3 Income</th>
<th>Q2 Income</th>
<th>Q1 Income</th>
<th>Median Household Income Quartile</th>
<th>Median Poverty Rate by Region</th>
<th>Poverty Rate Rank*</th>
<th>Poverty Rate</th>
</tr>
</thead>
<tbody>
<tr>
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<td>48215</td>
<td>Hidalgo</td>
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<td>39167</td>
<td>25085</td>
<td>31935</td>
<td>41442</td>
<td>33.4</td>
<td>OK</td>
<td>29.6</td>
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Community Asset Factors 11.9(c)(4)(B)
Nolana Villas (McAllen)

½ Mile Park on Accessible Route

½ Mile Public Transportation on Accessible Route

1 Mile Full Service Grocery Store
Walmart-McAllen Neighborhood Market
800 East Nolana Ave, McAllen TX 78501

1 Mile Pharmacy
Walmart Pharmacy
McAllen Neighborhood Market
800 East Nolana Ave, McAllen TX 78501

3 Miles of a Health Related Facility
Doctors Hospital at Renaissance Health System
5501 S McColl Rd, Edinburg, TX 78539

2 Miles of A Licensed Daycare
Little Loves Educare
3400 N McColl Rd Suite G, McAllen, TX 78501

Property Crime Rate of 26/1000 Persons
N/A

1 Mile of Public Library
N/A

5 Miles of University/Community College
South Texas College
Pecan Campus
3201 W. Pecan
McAllen TX 78501

Educational Attainment*
Applicable (See Attached)

1 Mile Indoor Recreation
Cinemark Hollywood USA
100 W Nolana Ave, McAllen, TX 78504

1 Mile Outdoor Recreation
N/A

1 Mile Community/Civic/Service Organization
The Family Church
2322 N McColl Rd, McAllen, TX 78501

Service Area of Meals On Wheels/Non-Profit Service
Amigos Del Valle, Inc.
4138 W. Crosspoint
Edinburg, TX 78539
1 Mile Radius

- Cinemark Hollywood Movies
- Walmart Neighborhood Center & Pharmacy
- The Family Church
- Nolana Villas-Site
Mcallen Neighborhood Market #6098

800 East Nolana Ave, TX 78501
Open until 12 am
Mon - Sun | 6 am - 12 am

Get directions 956-600-6000

Services at This Store

<table>
<thead>
<tr>
<th>Service</th>
<th>Open Hours</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pharmacy</td>
<td>Open until 9 pm</td>
<td>956-600-6002</td>
</tr>
<tr>
<td>Pickup</td>
<td>Open until 9 pm</td>
<td></td>
</tr>
</tbody>
</table>

See All
Mcallen Neighborhood Market

800 East Nolana Ave, TX 78501
Open until 12 am
Mon - Sun | 6 am - 12 am

Get directions
956-800-6082

Services at This Store

- Pharmacy
  Open until 9 pm
  956-800-6082

- Pickup
  Open until 8 pm
Patients & Visitors

We are honored that you have chosen Doctors Hospital at Renaissance to be your health care provider. We aim to provide you with the very best care in a safe, comfortable environment. Your wellness and safety are our top priorities and our staff is committed to putting you, the patient, first.

At DHR we strive to provide outstanding and compassionate care and service, every step along the way. Putting patients first requires more than world-class clinical care—it requires care that addresses every aspect of a patient’s experience at Doctors Hospital at Renaissance.

Please take a moment to browse through our Patient and Visitors area. This section of the website has information that may be helpful to you and your family before, during, and after your stay. It gives you facts about hospital services, an overview of our campus facilities, and some background information about our hospital. Thank you for choosing Doctors Hospital at Renaissance.

Related Links

- Visitor Information
- Contact Us
- Maps & Directions

Upcoming Events:

- Sep 2018 5 Lamaze Class (September)
- Sep 2018 8 Free Prenatal Breastfeeding Class (Spanish)

See all events »
Child Care Search Result Details

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

Operation Number: 1668913
Operation Type: Licensed Center
Program Provided: Child Care Program
Operation/Caregiver Name: Little Loves Educare
Location Address: 3400 N MCCOLL RD STE G
MCALLEN, TX 78501
Mailing Address: 3400 N MCCOLL RD STE G
MCALLEN, TX 78501
Phone Number: 956-627-6035
County: HIDALGO
Website Address:
Email Address:
Administrator/Director Name: Alejandra Garcia
Type of Issuance: Full Permit
Issuance Date: 7/19/2018
Permit Renewal Due By Date: 7/19/2020
Conditions on Permit: Yes
Accepts Child-Care Subsidies: Yes
Hours of Operation: 07:00 AM-06:00 PM
Days of Operation: Monday - Friday
Total Capacity: 76
Licensed to Serve Ages: Infant, Toddler, Pre-Kindergarten, School
Total Capacity: 76
Number Of Admin Penalties: 0
Corrective Action: No
Adverse Action: No
Temporarily Closed: No

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

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

- **In the last three years, Licensing conducted the following:**
  
  4 - Inspections
  1 - Assessments
  0 - Self Reported Incidents
  0 - Reports

  Click on the inspection type to see additional details related to each inspection.

- There are many standards that an operation must comply with; the total number varies for each type of operation. An operation or home is generally given an opportunity to correct deficiencies and has the right to request a review of a deficiency. Deficiencies pending review are not included in the two year history.

**Three Year Compliance Summary**

- During the last three years, 2287 standards were evaluated for compliance at this operation.

- Of the standards evaluated 3 deficiencies were cited.

  Click on the number of deficiencies to see additional details.

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

- **The weights of the standard deficiencies cited in the past three years are as follows:**
  
  0 were weighted as High
  1 was weighted as Medium - High
  0 were weighted as Medium
  2 were weighted as Medium - Low
  0 were weighted as Low

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

**Disclaimer:** The online compliance history includes only information after January 1, 2002. In addition, the online compliance history does not include minimum standard violations or corrective or adverse actions until after the child-care operation has had due process or waived its rights. For compliance history prior to January 1, 2002 or history with pending due process, please contact your local licensing office. Child-Care Licensing disclaims liability for any errors or omissions from the compliance history information.
Website and Email addresses are based on information given to DFPS by the Operation/Caregiver. If you experience problems with these addresses please contact the Operation/Caregiver.
We Are More Than A Daycare

An integrated program 0-12 years old. Our mission is to develop child education & growth through creative ways.
- Projects & Activities
- CPR & First Aid Certified
- Safe Outdoor play
- Clean & Safe Environment
- Low Teacher-Student Ratio
Our Campuses

South Texas College has locations conveniently located throughout Hidalgo and Starr counties. In addition, South Texas College also has Workforce Training Centers and Higher Education Centers.

Locations

<table>
<thead>
<tr>
<th>Campus Type</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mid-Valley Campus</td>
<td>400 N. Border</td>
</tr>
<tr>
<td></td>
<td>Weslaco, TX 78596</td>
</tr>
<tr>
<td></td>
<td><strong>Pecan Campus</strong></td>
</tr>
<tr>
<td></td>
<td>3201 W. Pecan</td>
</tr>
<tr>
<td></td>
<td>McAllen, TX 78501</td>
</tr>
<tr>
<td>Nursing &amp; Allied Health</td>
<td>1101 E. Vermont</td>
</tr>
<tr>
<td></td>
<td>McAllen, TX 78503</td>
</tr>
<tr>
<td>Starr County Campus</td>
<td>142 FM 3187</td>
</tr>
<tr>
<td></td>
<td>Rio Grande City, TX 78582</td>
</tr>
<tr>
<td>Technology Campus</td>
<td>3700 W. Military Hwy,</td>
</tr>
<tr>
<td></td>
<td>McAllen, TX 78503</td>
</tr>
<tr>
<td>Higher Education Centers</td>
<td>La Joya Higher Education Center •</td>
</tr>
<tr>
<td></td>
<td>Pharr Higher Education Center</td>
</tr>
</tbody>
</table>

Schedule a Tour

Contact Us
<table>
<thead>
<tr>
<th>Institution</th>
<th>Address</th>
<th>President/Provost</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>1100 College Circle</td>
<td>Ranger, TX 76470</td>
<td>William Campion</td>
<td>(254) 647-3234</td>
</tr>
<tr>
<td>San Jacinto College Central Campus</td>
<td>8060 Spencer Highway, Pasadena, TX 77506</td>
<td>Van Waggoner Provost</td>
<td>(281) 476-1501</td>
</tr>
<tr>
<td>San Jacinto College North Campus</td>
<td>5600 Uvalde Road, Houston, TX 77040</td>
<td>William Raffetto</td>
<td>(281) 465-4050</td>
</tr>
<tr>
<td>San Jacinto College South Campus</td>
<td>13735 Beamer Road, Houston, TX 77089</td>
<td>Brenda Jones Provost</td>
<td>(713) 484-1900</td>
</tr>
<tr>
<td>San Jacinto Community College</td>
<td>4642 Fairmont Parkway Suite 200, Pasadena, TX 77504</td>
<td>Brenda Hellyer Chancellor</td>
<td>(281) 986-6100</td>
</tr>
<tr>
<td>South Plains College</td>
<td>1401 College Avenue, Levelland, TX 79336</td>
<td>Robin Satterwhite</td>
<td>(806) 894-9611</td>
</tr>
<tr>
<td>South Texas College</td>
<td>3201 West Pecan, McAllen, TX 78502</td>
<td>Shirley Reed President</td>
<td>(556) 872-8311</td>
</tr>
<tr>
<td>Southwest Collegiate Institute for the Deaf</td>
<td>3200 Avenue C, Big Spring, TX 79720</td>
<td>Cheryl T. Sparks President</td>
<td>(915) 264-3700</td>
</tr>
<tr>
<td>Southwest Texas Junior College</td>
<td>2401 Garner Field Road, Uvalde, TX 78801</td>
<td>Hector Gonzales President</td>
<td>(830) 276-4401</td>
</tr>
<tr>
<td>Tarrant County College - Connect Campus</td>
<td>1500 Houston Street, Fort Worth, TX 76102</td>
<td>Carlos Morales President</td>
<td>(817) 516-1650</td>
</tr>
<tr>
<td>Tarrant County College - Northeast Campus</td>
<td>828 Harwood Road, Hurst, TX 76054</td>
<td>Allen Cohen President</td>
<td>(817) 516-8223</td>
</tr>
<tr>
<td>Tarrant County College - Northwest Campus</td>
<td>4801 Marine Creek Parkway, Fort Worth, TX 76179-3099</td>
<td>Zarina Blankenbaker President</td>
<td>(817) 516-8223</td>
</tr>
<tr>
<td>Tarrant County College - South Campus</td>
<td>5301 Campus Drive, Ft Worth, TX 76119</td>
<td>Peter Jordan President</td>
<td>(817) 516-8223</td>
</tr>
<tr>
<td>Tarrant County College - Southeast Campus</td>
<td>2100 Southeast Parkway, Arlington, TX 76019-2907</td>
<td>Bill Coppola President</td>
<td>(817) 516-8223</td>
</tr>
<tr>
<td>Tarrant County College - Trinity River Campus</td>
<td>300 Trinity Campus Circle, Fort Worth, TX 76102</td>
<td>S. Sean Madison President</td>
<td>(817) 516-8223</td>
</tr>
<tr>
<td>Tarrant County College District</td>
<td>1500 Houston Street, Fort Worth, TX 76102</td>
<td>Eugene Giovanni Chancellor</td>
<td>(817) 516-8223</td>
</tr>
</tbody>
</table>
Associate's Degrees

Associate's degree programs are designed so that you can earn an undergraduate degree while you work full time. It's a viable credential that can build your career, or it can provide a springboard into a bachelor's program.

## Associate of Arts - Fields of Study

### Business & Technology Division

<table>
<thead>
<tr>
<th>Field of Study</th>
<th>Code</th>
<th>View Degree Plan</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business Administration - Transfer Plan (AA-BUS)</td>
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### Liberal Arts

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### Social & Behavioral Sciences

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### Associate of Arts in Teaching - Fields of Study

#### Social & Behavioral Sciences

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## Associate of Applied Science

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### Liberal Arts

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<tr>
<td>American Sign Language - Sign Language Interpreter (AAS-ASL-SGIN)</td>
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Nursing and Allied Health Division
Associate of Science - Fields of Study

Math & Science Division

**Biology (AS-BIOL)** 26.0101  
**Chemistry (AS-CHEM)** 40.0501  
**Computer Information Systems (AS-COIS)** 11.0101  
**Computer Science (AS-COSC)** 11.0701  
**Engineering (AS-INTE)** 14.0101  
**Interdisciplinary Studies (AS-INTS)** 24.0101  
**Mathematics (AS-INTM)** 27.0101  
**Physics (AS-INTP)** 40.0801  
**Pre-Pharmacy (AS-PRPH)** 51.1103

© South Texas College
### Educational Attainment Data (§11.9(c)(5) of the 2019 Qualified Allocation Plan)

The educational attainment for the population 25 years and over data is from table S1501 2012 - 2016 5-year American Community Survey (ACS). This data corresponds with the Opportunity Index scoring item at §11.9(c)(4) of the 2019 Qualified Allocation Plan (QAP). The QAP can be found at [http://www.tdhca.state.tx.us/multifamily/nofas-rules.htm](http://www.tdhca.state.tx.us/multifamily/nofas-rules.htm). Please contact jason.burr@tdhca.state.tx.us with any questions.

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<th>Estimate Total</th>
<th>Associates Degree or Higher</th>
<th>Rate of Assoc degree or higher by Census tract</th>
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<tbody>
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<td>3111</td>
<td>1366</td>
<td>43.91%</td>
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</table>

- **Census Tract**: The unique identification number for the Census Tract.
- **Census Tract Abr.**: The abbreviation for the Census Tract.
- **Estimate Total**: The total population of the Census Tract.
- **Associates Degree or Higher**: The number of individuals with an associate's degree or higher.
- **Rate of Assoc degree or higher by Census tract**: The percentage of the population with an associate's degree or higher.
Cinemark Hollywood USA

Showtimes

Crazy Rich Asians
- PG-13
- 121 min
- Digital Cinema
- 12:55pm, 4:00pm, 7:00pm, 10:00pm

Operation Finale
- PG-13
- 122 min
Mile 22
R 94 min
Digital Cinema
11:10am 12:30pm 1:45pm 3:00pm 4:20pm 5:30pm
7:00pm 8:00pm 9:45pm 10:30pm

Christopher Robin
PG 104 min
Digital Cinema
11:00am 1:45pm 4:30pm 7:15pm 10:00pm

A.X.L.
PG 99 min
Digital Cinema
11:05am 1:55pm 4:45pm 7:35pm 10:25pm
Cinemark Hollywood USA

4.3 ★★★★★ 885 Google reviews
Movie theater in McAllen, Texas

Chain of movie theaters, some with multiple screens, stadium seats & self-service ticketing kiosks.

Address: 100 W Nolana Ave, McAllen, TX 78504

Phone: (956) 682-9438

Suggest an edit
EVENTS

Find out what is going on at The Family Church. View our events each month and register for those that you are interested in.

MEN OF VALOR KICKOFF

SATURDAY, SEPTEMBER 8, 2018
10:00 AM – 12:00 PM
THE FAMILY CHURCH MCALLEN (MAP)

TFC Men of Valor will be celebrating the start of the Fall 2018 Small Groups with a Kickoff Event. This is the perfect opportunity to join a group and meet our facilitators.
**GIRLFRIEND'S KICKOFF**

Saturdays, September 8, 2018  
4:00 PM – 7:00 PM  
TFC McAllen (Map)

The Kickoff offers the opportunity for participants who registered for a class to meet their facilitators and see what type of class they would like to be a part of.

---

**WATER BAPTISM CLASSES**

Sunday, September 9, 2018, 11:40 AM – Thursday, September 20, 2018, 7:00 PM

If you have accepted Jesus Christ into your heart, now is the time to get baptized! If you are ready to take that next step in your walk with Christ, make sure you attend one of our classes. These are required in order to get baptized. You only need to attend one class.

The Water Baptism Event will be taking place on Wednesday, September 26th at 7 PM in the Main Auditorium.

---

**MEN OF VALOR | SMALL GROUPS**

Monday, September 10, 2018, 7:00 PM – Tuesday, November 27, 2018, 7:00 PM

TFC Men of Valor will begin their Fall 2018 Small Groups. There will be different topics discussed and many opportunities for you to participate. Classes begin Monday, September 10th.
DOING LIFE | SMALL GROUPS

WED, SEP 12, 2018, 7:00 PM – WED, OCT 24, 2018, 8:30 PM

Doing Life together creates a sense of community and builds strong relationships with others. As a church we are here to celebrate with each other in the good times and support each other in the hard times.

Vida en Común crea un sentido de comunidad y compañerismo al construir relaciones con los que te rodean. Como iglesia estamos aquí para celebrar juntos en los buenos momentos y apoyarnos mutuamente en los momentos difíciles.

GIRLFRIEND’S | FALL SESSION

MON, SEP 17, 2018, 7:00 PM – SUN, NOV 11, 2018, 12:00 PM

Our small group ministry was designed to create environments that will leave you feeling accepted, loved and encouraged.

Nuestro ministerio de grupos pequeños fue diseñado para crear un ambiente que te haga sentir aceptada, amada y alentada.

LTC FALL | 18 | NIGHT COURSES

TUESDAY, AUGUST 21, 2018
7:00 PM – 9:10 PM
THE FAMILY CHURCH MCALLEN (MAP)

LTC Night classes are ideal for anyone wanting to dig deeper into God's word.
BACK TO SCHOOL OUTREACH

SATURDAY, AUGUST 11, 2018
7:00 AM – 1:00 PM
TFC WESLACO (MAP)

TFC and HEB are teaming up for a Back To School Outreach on August 11th at our Weslaco Campus. We will be passing out backpacks and school supplies to the community. The event will be from 7am-12pm. Please sign up to volunteer at this event or for more information visit our outreach table in the lobby.

DADDY DAUGHTER DATE NIGHT

SATURDAY, AUGUST 4, 2018
5:00 PM – 8:00 PM

Men of Valor Daddy Daughter Date night held at the TFC McAllen Annex on August 4th at 5pm. There will be food, and of course having fun making memories with your daughter. The cost to attend is $15 per dad and $5 per daughter which covers food and drinks.

KIDZ SUMMER CAMP 2018

MON, JUL 30, 2018, 9:00 AM – FRI, AUG 3, 2018, 12:00 PM
CAMP ZEPHYR (MAP)

TFC Kidz Summer Camp will be held July 30th–August 3rd at Zephyr Baptist Encampment in Sandia, Texas. If your child is in 2nd-5th grade AND 8 years or older, they are eligible to register! The camp fee is $310, but the investment is worth it, and fundraisers are available! If you don’t have a child going to camp, but are interested in sponsoring a child, you can make a donation!
We are here to Help Our Community

Our Mission

The Mission of Amigos Del Valle, Inc. is to positively impact the quality of life in the Rio Grande Valley of South Texas through the provision of diversified and effective human services, community development activities and advocacy, which are directed to low income families; and with special emphasis in assisting the elder population to maintain active, healthy and independent lives.
Amigos Del Valle’s Wellness Programs focus on serving people who are sick and need nutritious food to support their medical treatment. We believe that our nutritious food is medicine. For people fighting illness, good nutrition can help them heal, get stronger and lead healthier lives.

- **Meals:** We provide nutritious meals to people living with critical illness. Meals are available for pick up. For clients who are homebound, we offer home-delivered meals. View our menu.
- **Nutrition counseling and education:** All clients receive a nutrition and wellness assessment from our Registered Dietitians when starting service. Our dietitians are also available for regular check-ins and advice.
Our Nutrition Centers

**BROWNSVILLE CENTER**
Sr.Ctr.Mgr: Yolanda Garza
455 El Paso Rd.
Brownsville, TX 78520
Tel: (956) 545-0379
Email: Casa1nutrition@advrgv.org

**MCALLEN CENTER**
Sr.Ctr.Mgr: **Position Currently Available**
1100 E. Dallas St.
McAllen, TX 78501
Tel: (956)-627-6540
Fax: (956) 668-0391
Email: Casa2nutrition@advrgv.org

**HARLINGEN CENTER**
402 N. New Hampshire Street
Harlingen, Texas 78550
Sr.Ctr.Mgr.: Maria H. Ramirez
Tel: (956) 428-4456
Fax: (956) 423-3478
Email: casa3nutrition@advrgv.org
La Joya Center
924 S. Leo Street
La Joya, Texas 78560
Sr.Ctr.Mgr.: Teresa Vela
Tel: (956) 585-7672
Fax: (956) 580-7025
Email: t.vela@cityoflajoya.com

Lark Community Center
2601 Lark Avenue
McAllen, Texas 78504
Sr.Ctr.Mgr.: Jesse Franco
Tel: (956) 681-3340
Fax: (956) 681-3345
Email: dmeline@mcallen.net

Las Palmas Community Center
1921 N. 25th Street
McAllen, Texas 78501
Sr.Ctr.Mgr.: Interim Sr. Mgr. Kristyna Mancias
Liason/ Home Meal Deliverer: Ricardo Ponce
Tel: (956) 681-3350
Fax: (956) 681-3359
Email: sgarcia@mcallen.net

Los Fresnos Senior Center
204 N. Brazil Street
Los Fresnos, Texas 78566
Sr.Ctr.Mgr.: Lupita S. Garcia
Tel: (956) 233-4350

Palm Plaza Senior Center
810 Mayberry Street
Mission, Texas 78572
Sr.Ctr.Mgr.: Velda Wuestenhagen
Tel: (956) 585-6296

Palm View Senior Center
3401 Jordan Road
McAllen, Texas 78503
Sr.Ctr.Mgr.: Marcello Langoni
Tel: (956) 681-3360
Fax: (956) 681-3365
Underserved Area – Nolana Villas

Census Tract 48215020904 (Nolana Villas Site)

Contiguous Census Tract 48215020903
Contiguous Census Tract 48215021701
Contiguous Census Tract 48215020901
Contiguous Census Tract 48215020804
Contiguous Census Tract 48215020802
The 2019 Qualified Census Tracts (QCTs) and Difficult Development Areas and are releases of 5-year tabulations from the American Community Survey federal Register notice published October 22, 2018.
<table>
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**Contiguous CT 209.01**

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as of November 5, 2018

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February 20, 2019

Texas Department of Housing and Community Affairs
221 E. 11th Street
Austin, TX 78701
Attn: Marni Holloway
Director of Multifamily Finance

Re: TDHCA Application No. 19273; Nolana Villas

Dear Ms. Holloway:

TGO Nolana Villas LP ("Applicant") is proposing to develop Nolana Villas, an affordable rental housing development for individuals and families that will be located on land on N K Center St. South of E. Nolana Avenue, in McAllen, Hidalgo County, Texas 78504 ("Development Site"). Hidalgo County is located in a FEMA Declared Disaster Area. Please see Attachment A-List of 2019 FEMA Declared Disaster Counties. The Applicant is electing Readiness to Proceed points pursuant to 10 TAC §11.9(c)(8) of the 2019 Qualified Allocation Plan (the "Rules"), and hereby certifies to the following:

1. The Applicant understand and will be prepared to close all financing on or before the last business day in November, 2019;

2. The Applicant will fully execute the construction contract on or before the last business day in November, 2019;

3. Most of the Development Site is located in R-3A (Multifamily Residential) District which allows for multifamily housing. We have elected to expand the Development Site and are seeking to rezone a 0.0630 acre portion of the Development Site from C-3 (General Business) to R-3A. The Applicant is confident that we can achieve this zone change in a timely manner. Please see Attachment B-Acknowledgment of Zone Change Request;

4. The Applicant established a closing timeline under the Purchase Contract that obligates the Applicant to close no later than November 29, 2019. Also, please see Attachment C a current state of architectural drawings statement and critical path schedule from Mucasey & Associates, Architect (the "Architect"). The Architect understands and is prepared to work with the Applicant to ensure closing in a timely manner;

5. Our Syndicator and Lender are aware that Nolana Villas is expected to close before the last business day in November, 2019 and are committed to working with the Applicant to ensure the deadline is met. Please see Attachment D-Commitment Letters from our Debt and Equity providers acknowledging the closing date; and

6. Applicant understands that failure to close all financing and/or fully execute the construction contract on or before the last business day in November, 2019 will result in a penalty under 10 TAC §11.9(f) of the Rules.

We look forward to working with TDHCA and the City of McAllen on a timely closing and successful development.

Sincerely,

TGO Nolana Villas LP

By: Steve Lollis, Authorized Representative
2019 FEMA Declared Disaster Areas
Counties Eligible under
§11.9(d)(8) of the 2019 QAP
Readiness to Proceed in Disaster Impacted Counties

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February 21, 2019

TGO Nolana Villas 19, LP
c/o Texas Grey Oaks
6300 West Loop South, Suite 670
Bellaire, Texas 77401
Attn: Steve Lollis

Re: Zoning Application & Verification Receipt - Nolana Villas; TDHCA No. 19273

Dear Mr. Lollis,

The City of McAllen understands that you are seeking housing tax credits to develop Nolana Villas, a proposed affordable rental housing development that will be located on a 7.517 acre tract of land (the "Development Site").

The Development Site is a portion of a larger tract located at 1300 East Nolana Avenue, McAllen, Texas 78504.

Please let this letter serve to acknowledge the following:

1. A portion of the Development Site is zoned R-3A (multifamily residential) District. The R-3A District is primarily intended to accommodate multifamily developments. Nolana Villas would be an allowable use in this district; and

2. The City of McAllen is in receipt of your Application for a Zone Change to rezone a 0.0630 acre portion of the Development Site from C-3 (general business) District to R-3A (multifamily residential) District in order to develop Nolana Villas on a larger tract of land.

The City of McAllen further acknowledges that the City has received a release from you agreeing to hold the City of McAllen and all other parties harmless in the event the appropriate re-zoning of C-3 (general business) District to R-3A (multifamily residential) District portion of the development site is not granted.

Sincerely,

Xavier Cervantés, AICP
Planner II
TEXAS ASSOCIATION OF REALTORS®
COMMERCIAL CONTRACT - UNIMPROVED PROPERTY

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: South Padre Retail Center Ltd., a Texas limited partnership
Attn: Reuben Bar-Yadin
Address: 4629 Macro Drive, San Antonio, TX 78216
Phone: (210) 416-6999 E-mail: reuben@ufot.com
Fax: Other: Flint Bourgeois-flint@cbgcre.com

Buyer: Texas Grey Oaks, LLC, or its assignee
Address: 8300 West Loop South, Ste. 670, Bellaire, TX 77401
Phone: (713) 875-9456 E-mail: steve@texasgreyoaks.com
Fax: Other: donna@marqueconsultants.com

2. PROPERTY:

A. "Property" means that real property situated in Hidalgo County, Texas at Approximately 4.5+ acres of land out the south 9 acres of a called 17.94 acre tract in McAllen, Texas *** (address) and that is legally described on the attached Exhibit "A" or as follows: *** said 17.94 acres located on E. Nolana Ave. west of N. Jackson Rd. (HCAD Property ID No. 231011), as more particularly described on Exhibit "A" attached hereto.

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

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

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

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

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

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

3. SALES PRICE:

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

(1) Cash portion payable by Buyer at closing $1,125,000.00

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

(3) Sales price (sum of 3A(1) and 3A(2)) $1,125,000.00

4.5 acres out of 7.517 out of S 9 of 17.94
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 $ N/A _______ per:
- (i) square foot of [ ] total area [ ] net area.
- (ii) acre of [ ] total area [ ] net area.

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

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

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

- A. Third Party Financing: One or more third party loans to the total amount of $ N/A ________
- (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 1034).

- B. Assumption: In accordance with the attached Commercial Contract Financing Addendum (TAR 1034), Buyer will assume the existing promissory note secured by the Property, which balance at closing will be $ N/A ________.

- C. Seller Financing: The delivery of a promissory note and deed of trust to Seller under the terms of the attached Commercial Contract Financing Addendum (TAR 1034) in the amount of $ N/A ________.

6. EARNEST MONEY:

- A. Not later than 3 days after the effective date, Buyer must deposit $ 100.00 ________ as earnest money with Chicago Title Insurance Company ________ (title company) at 15727 Antham Parkway, Box. 218, San Antonio, TX 78249 (address) Doug Becker ________ (closer).

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

- B. Buyer will deposit an additional amount of $ See Addendum A ________ with the title company to be made part of the earnest money on or before:
- (i) ________ days after Buyer's right to terminate under Paragraph 7B expires; or
- (ii) ________ Buyer will be in default if Buyer fails to deposit the additional amount required by this Paragraph 6B 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.
   X (b) will be amended to read "shortages in areas" at the expense of Buyer.

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

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

X (1) Buyer will obtain a survey of the Property at Buyer's expense and deliver a copy of the survey to Seller. The survey must be made in accordance with the: (i) ALTANSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition. Seller will reimburse Buyer N/A __________ (mean 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) ALTANSPS 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 will update the existing survey at Seller's expense and deliver the updated survey to the title company within 30 days after the effective date. The closing date will be extended daily up to 30 days if necessary for the updating party to deliver an acceptable survey within the time required. The updating party will reimburse the updating party __________ (mean amount or percentage) 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 30 days after Buyer receives the last of 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 items 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 the commitment or survey is revised or any new document evidencing a title exception is delivered, Buyer may object to any new matter revealed in such revision or new document. Buyer's objection must be made within the same number of days stated in this paragraph, beginning when the revision or new
document is delivered to Buyer. If Paragraph 6B(1) applies, Buyer is deemed to receive the survey on the earlier of: (i) the date of Buyer’s actual receipt of the survey; or (ii) of the deadline specified in Paragraph 6B.

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

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

7. PROPERTY CONDITION:

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

B. Feasibility Period: Buyer may terminate this contract for any reason within by 3/1/19 days after the effective date (feasibility period) by providing Seller written notice of termination. (Check only one box and insert amounts.)

(a) If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer less $80.00 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.

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

(2) Feasibility Period Extension: Prior to the expiration of the initial feasibility period, Buyer may extend the feasibility period for a single period of an additional N/A days by depositing additional earnest money in the amount of $N/A with the title company. If no dollar amount is stated in this Paragraph or if Buyer fails to timely deposit the additional earnest money, the extension of the feasibility period will not be effective.

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, including any mineral leases, pertaining to the Property, including
        any modifications, supplements, or amendments to the leases;
    □ (b) copies of all notes and deeds of trust against the Property that Buyer will assume or that Seller
        will pay in full on or before closing;
    □ (c) copies of all previous environmental assessments, geotechnical reports, studies, or analyses
        made on or relating to the Property;
    □ (d) copies property tax statements for the Property for the previous 2 calendar years;
    □ (e) plat of the Property;
    □ (f) copies of current utility capacity letters from the Property’s water and sewer service provider;
    and
    □ (g) copies of any documents relating to the condition or current use of the Property not
        already provided by Seller to Buyer pursuant to the Companion Contract (as defined in
        Addendum A attached hereto).

(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 in any format; and
    □ (c) deliver to Seller 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.

III. 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

(TAR-1802) 4-1-18
Initiated for Identification by Seller and Buyer

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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 enable the tenant to terminate the lease or seek any offsets or damages;
(3) any advance sums paid by a tenant under any lease;
(4) any concessions, bonuses, free rents, rebates, brokerage commissions, or other matters that affect any lease; and
(5) any amounts payable under the leases that have been assigned or encumbered, except as security for lease(s) assumed or taken subject to under this contract.

B. Estoppel Certificate: Within N/A days after the effective date, Seller will deliver to Buyer estoppel certificates signed not earlier than N/A by each tenant that leases space in the Property. The estoppel certificates must include the certifications contained in the current version of TAR Form 1039 - 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: Caldwell Banker Commercial

Commission Agent: Sally Guerra
Address: 404 E. Dove Road
McAllen, TX 78504
Phone & Fax: (956)488-0088
Email: sally.guerra@caldwellbanker.com
License No.: 50855

Cooperating Broker: N/A

Commission Agent: __________________________
Address: ___________________________________
Phone & Fax: ________________________________
Email: _____________________________________
License No.: _________________________________

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.

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

Principal Broker a total cash fee of:

☐[X] See Companion Contract

% of the sales price.

Cooperating Broker a total cash fee of:

% of the sales price.

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

(TAR-1902) 4-1-16

Initiated for identification by Seller ___________________________ and Buyer ___________________________.

Page 6 of 14

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TAR (McAllen)
Commercial Contract - Unimproved Property concerning 17.94 acre tract in McAllen, Texas

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. X 30 days after the expiration of the feasibility period.
   2. (specific date).
   See Addendum A for Closing Extension Option

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

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

D. At closing, Seller, at Seller's expense, will also deliver to Buyer:
   1. tax statements showing no delinquent taxes on the Property;
   2. an assignment of all leases to or on the Property;
   3. to the extent assignable, an assignment to Buyer of any licenses and permits related to the Property;
   4. evidence that the person executing this contract is legally capable and authorized to bind Seller;
   5. an affidavit acceptable to the title company stating that Seller is not a foreign person or, if Seller is a foreign person, a written authorization for the title company to: (i) withhold from Seller's proceeds an amount sufficient to comply with 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.

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Yvela (McAllen)
11. POSSESSION: Seller will deliver possession of the Property to Buyer upon closing and funding of this sale in its present condition with any repairs Seller is obligated to complete under this contract, ordinary wear and tear excepted. Any possession by Buyer before closing or by Seller after closing that is not authorized by a separate written lease agreement is a landlord-tenant at sufferance relationship between the parties.

12. SPECIAL PROVISIONS: The following special provisions apply and will control in the event of a conflict with other provisions of this contract. (If special provisions are contained in an Addendum, identify the Addendum here and reference the Addendum in Paragraph 22D.)

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

13. SALES EXPENSES:

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

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

14. PRORATIONS:

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

B. Rollback Taxes: If Seller's use or change in use of the Property before closing results in the assessment of additional taxes, penalties, or interest (assessments) for periods before closing, the assessments will be the obligation of the Seller. If this sale or Buyer's use of the Property after closing results in additional assessments for periods before closing, the assessments will be the obligation of Buyer. This Paragraph 14B survives closing.
C. Rent and Security Deposits: At closing, Seller will tender to Buyer all security deposits and the following advance payments received by Seller for periods after closing: prepaid expenses, advance rental payments, and other advance payments paid by tenants. Rents prorated to one party but received by the other party will be remitted to the recipient to the party to whom it was prorated within 5 days after the rent is received. This Paragraph 14G survives closing.

15. DEFAULT:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18. ESCROW:

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

B. If one party makes written demand for the earnest money, the title company will give notice of the demand by providing to the other party a copy of the demand. If the title company does not receive written objection to the demand from the other party within 15 days after the date the title company sent the demand to the other party, the title company may disburse the earnest money to the party making demand, reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and the title company may pay the same to the creditor.
C. The title company will deduct any independent consideration under Paragraph 78(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 disbursement 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 or Buyer extends 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 by the event the contemplated exchange fails to occur.

40. 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-140B);

☐ B. Except as otherwise provided in this contract, Seller is not aware of:
   (4) any subsurface structures, piles, 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 (4) (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.

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Yates (McKinley)
22. AGREEMENT OF THE PARTIES:

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

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

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

D. Addenda which are part of this contract are: (Check all that apply)
   - (1) Property Description Exhibit identified in Paragraph 2;
   - (2) Commercial Contract Financing Addendum (TAR-1931);
   - (3) Commercial Property Condition Statement (TAR-1408);
   - (4) Commercial Contract Addendum for Special Provisions (TAR-1940);
   - (5) Notice to Purchaser of Real Property In a Water District (MUD);
   - (6) Addendum for Coastal Area Property (TAR-1915);
   - (7) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TAR-1916);
   - (8) Information About Brokerage Services (TAR-2501);
   - (9) Information About Mineral Clauses in Contract Forms (TAR-2509); and
   - (10) Exhibit "B" - Seller's Survey and Addendum A attached hereto and made a part hereof

(Note: Council 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 not assign this contract. If Buyer assigns this contract, Seller will be relieved of any future liability under this contract only if the assignee assumes, in writing, all obligations and liability of Buyer under this contract.

23. TIME: Time is of the essence in this contract. The parties require strict compliance with the times for performance. If the last day to perform 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 to Buyer a 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 certified special district providing water or sewer service and which is authorized by law to provide water or sewer service to the properties in the certified area. If your property is located in a certified area, there may be special costs or charges that you may 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 certified area and contact the utility service provider to determine the cost that you..."
will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property." The real property is described in Paragraph 2 of this contract.

D. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, §33.135 of the Texas Natural Resources Code requires a notice regarding coastal area property to be included as part of this contract (the Addendum for Coastal Area Property (TAR-1915) may be used).

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 (the Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TAR-1916) may be used).

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."

I. LICENSE HOLDER DISCLOSURE: Texas law requires a real estate license holder who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as a trustee or of which the license holder is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable:

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 3, 2019, the offer will lapse and become null and void.
Commercial Contract - Unimproved Property concerning Approximately 4.5 +/- acres of land out the south 9 acres of a called 17.04 acre tract in McAllen, Texas. **

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.

South Padre Retail Center Ltd., a Texas Limited

By: _____________________________

By (signature): _____________________________

Printed Name: Reuben Bar-Yadin

Title: _____________________________

Buyer: Texas Grey Oaks, LLC, or its assignee

By: _____________________________

By (signature): _____________________________

Printed Name: Steve Lollis

Title: Manager

By: _____________________________

By (signature): _____________________________

Printed Name: _____________________________

Title: _____________________________

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Approximately 4.5 acres of land out the south 8 acres of a called 37.84 acre tract, in McAllen, Texas.

AGREEMENT BETWEEN BROKERS

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

- $__________
- % 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: Flint Bourgeois

Address: ________________________________

Phone & Fax: (210) 424-9013

E-mail: flint@abgca.com

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

- [ ] the title company sends to Seller.
- [ ] Buyer sends to Seller.

Buyer’s attorney: ________________________________

Address: ________________________________

Phone & Fax: ________________________________

E-mail: ________________________________

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:

- [ ] the contract on this day 1-7-19 (effective date);
- [ ] earnest money in the amount of $100.00 in the form of [ ] a wire

on 1-8-19.

Title company: Chicago Title Insurance Company

Address: 15727 Anthem Parkway Ste. 210
San Antonio, TX 78248
Phone & Fax: (210) 482-2800

By: ________________

Assigned file number (GF#): 4200111902375

E-mail: doug.beckert@cht.com

(TAR-1602) 4-1-18

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SPECIAL PROVISIONS ADDENDUM A TO CONTRACT

The Special Provisions Addendum A (this "Addendum") is attached to and made a part of that certain Commercial Contract - Unimproved Property (as amended by this Addendum, the "Contract") by and between South Padre Retail Center Ltd., a Texas limited partnership (the "seller") and Texas Grey Oaks LLC or assignee (the "Buyer") and shall be effective for all purposes as of the Effective Date of the Contract. The Seller and Buyer shall individually be referred to herein as a "Party" and collectively as the "Parties".

1. The Parties acknowledge and agree that the Contract is being entered into simultaneously with the execution and delivery of a separate contract by and between Seller and Buyer (the "Companion Contract") in connection with the sale and purchase of a 4.5 +/- acre tract of land located adjacent to the Property (the "Companion Tract"). Notwithstanding anything to the contrary contained in the Contract, Seller and Buyer acknowledge and agree that Buyer's right to close and acquire the Property under the Contract is contingent upon Buyer or Buyer's assignee closing on the acquisition of the Companion Tract. Likewise, if the Parties proceed to close the Companion Tract pursuant to the terms and provisions of the Companion Contract, then Seller shall be obligated to sell and Buyer shall be obligated to purchase the Property pursuant to the Contract simultaneously with the closing of the Companion Tract. Furthermore, the term of the Contract and the Companion Contract shall run concurrently such that in the event that Buyer elects to terminate the Companion Contract pursuant to any right to do so under the Companion Contract, such termination shall automatically terminate the Contract.

2. The parties acknowledge and agree that the legal description set forth in the final approved survey (the "Survey") obtained in accordance with Paragraph 6(8)(1) of the Contract shall be accepted by the parties as the correct and final description of the Property. The exact location, dimensions and configuration of the acreage composed of the real property made a part of the Property are subject to final approval of Seller, which approval will not be unreasonably withheld, conditioned or delayed.

3. Buyer's Intended Use of the Property - Rental Housing Community.

4. Buyer shall have the right during the Feasibility Period described in Paragraph 7(8) of the Contract to inspect the Property, to perform all due diligence and to compile all documents and third party reports deemed necessary by Buyer, in its sole discretion, in order to determine if the Property is suitable for Buyer's Intended Use. Seller shall permit Buyer and its representatives, upon reasonable advanced notice, to enter onto the Property for purposes of conducting its investigation and inspection of the Property, at Buyer's sole cost and expense, that shall include, without limitation, completion of any surveying, engineering, geotechnical and environmental assessments. Buyer may terminate the Contract during the Feasibility Period for any reason and receive a refund of the Earnest Money subject to any portion thereof released to the Seller in accordance with Paragraph 7(8)(1) of the Contract.

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

5. The date of closing described in Paragraph 10(A) of the Contract will occur on or before thirty (30) days following the expiration of the Feasibility Period. The date of the closing may be extended by Buyer for one (1) consecutive thirty (30) day period. Buyer's right to extend the date of closing pursuant to this

Page 1

Initials: Seller X , Buyer

Feasibility ends 8/15/19 per 1st amendment to contract - bps
paragraph is condition upon (i) Buyer delivering written notice to Seller of its intentions to extend at least three (3) days prior to the expiration of the date of Closing, and (ii) Buyer electing to extend the date of Closing of the Companion Tract pursuant to the terms of the Companion Contract.

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

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

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

   (b) Buyer receiving all financing in the amount sufficient to develop and construct the Intended Use of the Property; and

   (c) Buyer closing the Companion Tract pursuant to the terms of the Companion Contract.

In the event of a termination as a result of the failure to satisfy any condition set forth in this Paragraph 7 any portion of the Earnest Money released to Seller as of the date of such termination shall be retained by Seller as independent consideration for entering into the Contract and neither Seller nor Buyer shall have any further liability to the other unless otherwise specified in the Contract.

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

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

10. Notwithstanding any provision in the Contract to the contrary, Seller represents and warrants to Buyer that as of the date of Seller's execution of the Contract and as of the date of Closing:
(a) There are no actions, suits or proceedings pending or, to the actual knowledge of Seller, threatened (i) against the Property that would materially adversely affect the Property, or (ii) against Seller that would preclude the Seller from performing Seller's obligation under the Contract;

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

(c) Seller covenants that there are no written or unwritten leases, occupancy agreements or tenants in possession affecting the Property or any portion thereof (collectively, the “Lease”). Seller agrees to indemnify and hold Buyer harmless from any claims or causes of actions arising out of any Lease or use of the Property prior to the sale and transfer of the Property to Buyer at Closing in accordance with the Contract; and

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

11. Notwithstanding anything in Paragraph 9 of the Contract to the contrary, Buyer and Seller hereby represent to the other that they have not disclosed the Contract or the subject matter hereof to any real estate broker, agent, or salesman, so as to create any legal right or claim by any such broker, agent, or salesman for a real estate commission or compensation with respect to the negotiation and/or consummation of the Contract or the conveyance of the Property by Seller to Buyer except as set forth in Paragraph 9 of the Contract and this Paragraph 11. Except as set forth in Paragraph 9 of the Contract, Seller and Buyer hereby indemnify each other against, and agree to hold and save each other harmless from, any claims (or expenses related thereto, including expenses for reasonable attorneys' fees incurred in defending any such claims or enforcing this indemnity) for any real estate commissions or similar fees arising out of or in any way connected with any claimed agency relationship with the Indemnitee and relating to the subject matter of the Contract. This provision of this Paragraph 13 shall survive the Closing or any termination of the Contract.

12. Notwithstanding anything in Paragraph 5 (A) of the Contract to the contrary, the Parties acknowledge and agree that the Closer (Doug Becker) will handle the purchase/sale of the property and Chicago Title Company, 3700 Buffalo Speedway, Ste. 1100, Houston, Texas 77098 (Attn: Janet Karr-(713) 653-6105) will handle the construction loan closing and issuance of the policies.

13. All capitalized terms used herein and not otherwise defined shall have the mean ascribed to such term in the Contract.
14. In the event of a conflict between the provisions of the Contract and this Addendum, the provisions of this Addendum shall control and prevail.

SELLER:

South Padre Retail Center Ltd., a Texas limited partnership

By: __________________________

Name: Reuben Bar Yadin

Title: President

BUYER:

Texas Grey Oaks, LLC, or its assignee

By: __________________________

Steve Lollis, Manager
Exhibit A: Property Description

4.5 +/- acres out of the below 9.00+/- tract

9.00± acres located at SWQ of East Nolana Ave and North Jackson Road, McAllen, Hidalgo County, Texas 75804 a/k/a Hidalgo Co CAD Account No. 231011

The exact dimensions and acreage of the property are to be determined by a new survey. The dimensions and acreage will not match the aerial description exactly as stated below.
FIRST AMENDMENT TO AND ASSIGNMENT OF COMMERCIAL CONTRACT-
UNIMPROVED PROPERTY

This First Amendment to and Assignment of Commercial Contract-Unimproved Property (this "Amendment") is executed to be effective as of February 26, 2019 (the "Effective Date"), by and between Texas Grey Oaks, LLC ("Assignor"); TGO Nolana Villas 19 LP ("Assignee") and South Padre Retail Center Ltd. (the "Seller"). Assignor, Assignee and Seller are collectively referred to as the "Parties", and each a "Party".

RECITALS:

A. Assignor and Seller executed that certain Commercial Contract-Unimproved Property dated effective as of January 7, 2019 (the "Contract") in connection with the sale and purchase of a 4.50+/- acre tract of land out of the south 9 acres of a called 17.94 acre tract located near N. Nolana Ave. and N K Center St., in McAllen, Hidalgo County, Texas 78504.

B. Assignor now desires to assign all of Assignor's right, title, and interest in and to the Contract, including without limitation, Assignor's right, title, and interest in and to the earnest money deposit being held in connection with the Contract (collectively, the "Contract Rights"), to Assignee, and Assignee desires to accept the Contract Rights and assume all obligations and liabilities of Assignor under the Contract.

C. The Parties further desire to amend the Contract as set forth below.

AGREEMENT:

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

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

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

(a) The Sales Price described in Paragraph 3 of the Contract is hereby amended to $1,500,000.00.

(b) The Earnest Money described in Paragraph 5A of the Contract is hereby amended to $36,000.00, which shall be deposited with the Title Company no later than 3 days after the Effective Date of this Amendment. Paragraph 5B of the Contract is deleted in its entirety.

(c) The Feasibility Period described in Paragraph 7B of the Contract is hereby amended to March 15, 2019. Buyer shall have the right to extend the Feasibility Period as follows:

a. First Extension to Option to Extend – Buyer shall have the right to extend the Feasibility Period to June 1, 2019. Buyer’s right to extend the Feasibility Period pursuant to this paragraph is conditioned upon (i) Buyer delivering written notice to Seller of its intentions to extend on or before March 15, 2019 and (ii) depositing a $36,000.00 extension fee with the Title Company which shall be released by the Title Company directly to Seller. The $36,000.00 extension fee shall be non-refundable to Buyer but applicable to the Sales Price at Closing; and
b. Second Extension to Option to Extend – Provided Buyer exercises the First Extension to Option to Extend, Buyer shall have the right to extend the Feasibility Period to August 1, 2019. Buyer’s right to extend the Feasibility Period pursuant to this paragraph is conditioned upon (i) Buyer delivering written notice to Seller of its intentions to extend on or before June 1, 2019 and (ii) depositing a $36,000.00 extension fee with the Title Company which shall be released by the Title Company directly to Seller. The $36,000.00 extension fee shall be non-refundable to Buyer but applicable to the Sales Price at Closing.

(d) Paragraph 9(B)(2) of the Contract is deleted in its entirety and replaced with the following:

“At the Closing of this sale, Seller will pay the Principal Broker a total cash fee of $36,000.00.”

(e) The date of Closing described in Paragraph 10(A) of the Contract, is deleted in its entirety and replaced with the following:

“The date of the Closing of the sale and purchase of the Property shall occur on or before thirty (30) days following the expiration of the Feasibility Period (which may be extended). Buyer shall have the right to extend the date of Closing for one additional thirty (30) day period. Buyer’s right to extend the date of Closing pursuant to this paragraph is conditioned upon (i) Buyer delivering written notice to Seller of its intentions to extend on or before the expiration of the Feasibility Period (which may be extended) and depositing a $150,000.00 extension fee ("Closing Extension Fee") with the Title Company, which shall be released by the Title Company directly to Seller. The Closing Extension Fee shall be non-refundable to Buyer but applicable to the Sales Price at Closing. Any reference to or description of Closing extension options in Paragraph 10(A) of the Contract or in the Special Provisions Addendum A ("Addendum") attached to and made a part of the Contract is deleted in its entirety.”

(f) Any reference to or provisions in the Contract or the Addendum describing or conditioning the sale of the Property on the simultaneous closing on the acquisition of the Companion Tract pursuant to the terms of the Companion Contract are deleted in their entirety from the Contract. The Parties acknowledge that the Companion Contract is being terminated by the Parties simultaneously with the execution of this Amendment. The Parties will provide all necessary documentation to the title company to release the earnest money applicable to the Companion Tract to the appropriate Party pursuant to the terms of the Companion Contract.

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

3. Assignment and Assumption. Pursuant to Paragraph 22(E) of the Contract, Assignor hereby assigns, transfers and coveys to Assignee all of Assignor’s right, title, and interest in and to the Contract and the Contract Rights. Assignee hereby accepts and assumes Assignor’s assignment of the Contract and the Contract Rights and hereby agrees to be bound by the terms of the Contract and to assume all liabilities and obligations of Assignor, as “Buyer”, thereunder.
4. **Binding Effect.** This Amendment is binding upon and shall inure to the benefit of the Parties and their respective heirs, trustees, executors, administrators, personal representatives, successors and assigns.

5. **Headings.** The subject headings contained in this Amendment are for reference purposes only and do not affect in any way the meaning or interpretation hereof.

6. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which is an original and all of which together constitute one and the same agreement. Faxed or emailed versions shall be deemed originals.

7. **Applicable Law.** This Amendment will be governed and construed in accordance with the laws of the State of Texas, exclusive of conflict and choice of law principles.

8. **Agreement.** The terms and provisions set forth in this Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Contract, and except as expressly modified and superseded by this Amendment, the terms and provisions of the Contract are hereby ratified and confirmed by the Parties and shall continue in full force and effect.

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

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**Assignor:**

Texas Grey Oaks, LLC

By: 

Steve Lollis, Sole Member

**Assignee:**

TGO Nolana Villas 19, LP

By: TGO Nolana Villas GP, LLC, its general partner

By: Texas Grey Oaks, LLC,
Managing Member

By: 

Steve Lollis, Sole Member

**Seller:**

South Padre Retail Center, Ltd.

By: 

Name: Reuben Bar-Yadin

Title: President

-3-
EXHIBIT A

Survey Description of Land- 7.517 acres
(Attached)
February 25, 2019

METES AND BOUNDS DESCRIPTION
7.517 ACRES OUT OF
LOT 3, BLOCK 4,
A.J. MCCOLL SUBDIVISION
CITY OF MCALLEN
HIDALGO COUNTY, TEXAS

A tract of land containing 7.517 acres situated in the City of McAllen, Hidalgo County, Texas, being a part or portion out of Lot 3, Block 4, A.J. McColl Subdivision, according to the plat thereof recorded in Volume 21, Page 598, Hidalgo County Deed Records, which said 7.517-acre tract is out of a certain tract conveyed to South Padre Retail Center, LTD, by virtue of a General Warranty Deed with Vendor's Lien recorded under Document Number 1490742, Hidalgo County Official Records, said 7.517 acres also being more particularly described as follows:

COMMENCING at a No. 4 rebar found [Northing: 16610160.219, Easting: 1081670.151] on the Southwest corner of said Lot 3, Block 4;

THEN, S 81° 20' 43" E along the South line of said Lot 3, a distance of 70.00 feet to a No. 4 rebar set for the Southwest corner and POINT OF BEGINNING of this herein described tract;

1. THEN, N 08° 29' 34" E along the existing East right-of-way line of a certain right-of-way conveyed to the City of McAllen by virtue of a Special Warranty Deed recorded under Document Number 2473101, Hidalgo County Official Records, a distance of 627.10 feet to a No. 4 rebar set [Northing: 16610769.908, Easting: 1081831.969], for the Northwest corner of this tract;

2. THEN, S 81° 20' 43" E a distance of 522.10 feet to a No. 4 rebar set, for the Northeast corner of this tract;

3. THEN, S 08° 29' 34" W a distance of 627.10 feet to a No. 4 rebar set on the South line of said Lot 3, for the Southeast corner of this tract;

4. THEN, N 81° 20' 43" W along the South line of said Lot 3, a distance of 522.10 feet to the POINT OF BEGINNING and containing 7.517 acres of land, more or less.

I, FRED L. KURTH, A REGISTERED PROFESSIONAL LAND SURVEYOR DO HEREBY AFFIRM THAT THIS METES AND BOUNDS DESCRIPTION REPRESENTS THE RESULTS OF A SURVEY MADE ON THE GROUND ON 01/31/2019 UNDER MY DIRECTION AND SUPERVISION.

[Signature]
FRED L. KURTH, R.P.L.S. #4750
DATE:

Page 1 of 2

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Certificate Of Completion

Envelope Id: 5449FFADCD2343E89D1D5F2BCB9A6794
Status: Completed
Subject: Please DocuSign: First Amendment-Nolana Villas-Buyer Sigend.pdf

Source Envelope:
Document Pages: 6
Certificate Pages: 4
AutoNav: Enabled
Enveloped Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Kelly Hawkins
4629 MACRO
ATTN: ACCOUNTING
SAN ANTONIO, TX  78218
khawkins@CBGcre.com
IP Address: 50.84.78.106

Record Tracking
Status: Original
2/26/2019 8:03:29 AM
Holder: Kelly Hawkins
khawkins@CBGcre.com
Location: DocuSign

Signer Events
Signature
REUBEN BAR YADIN
Reuben@cbgcre.com
Security Level: Email, Account Authentication (None)
Signature Adoption: Drawn on Device
Using IP Address: 107.77.221.199
Signed using mobile
Sent: 2/26/2019 8:13:46 AM
Viewed: 2/26/2019 8:59:20 AM
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Electronic Record and Signature Disclosure:
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In Person Signer Events
Signature

Editor Delivery Events
Status

Agent Delivery Events
Status

Intermediary Delivery Events
Status

Certified Delivery Events
Status

Carbon Copy Events
Status

Notary Events
Signature

Envelope Summary Events
Status

Envelope Sent
Hashed/Encrypted
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Security Checked
2/26/2019 8:59:20 AM
Signing Complete
Security Checked
2/26/2019 8:59:28 AM
Completed
Security Checked
2/26/2019 8:59:28 AM

Payment Events
Status

Electronic Record and Signature Disclosure
CONSUMER DISCLOSURE
From time to time, COMMERCIAL BUILDERS GROUP, LLC (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the ‘I agree’ button at the bottom of this document.

Getting paper copies
At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent
If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind
If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign ‘Withdraw Consent’ form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically
Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.
How to contact COMMERCIAL BUILDERS GROUP, LLC:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: KHawkins@cbgcre.com

To advise COMMERCIAL BUILDERS GROUP, LLC of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at KHawkins@cbgcre.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address.

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to KHawkins@cbgcre.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

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To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an e-mail to KHawkins@cbgcre.com and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process.

Required hardware and software

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Enabled Security Settings: Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the ‘I agree’ button below.

By checking the ‘I agree’ box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify COMMERCIAL BUILDERS GROUP, LLC as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by COMMERCIAL BUILDERS GROUP, LLC during the course of my relationship with you.
Steve Lollis
Texas Grey Oaks, LLC
9907 Moorberry
Houston, Texas 77080
Attn: Steve Lollis

February 28, 2019

Re: Nolana Villas
McAllen, TX

Dear Steve:

Thank you for providing us the opportunity to submit a proposal on Nolana Villas (the “Project”). This letter serves as our mutual understanding of the business terms regarding the acquisition of ownership interests in TGO Nolana Villas 19, LP a to-be-formed Texas limited partnership, or similar entity to be formed (the “Partnership”). RBC Tax Credit Equity, LLC, its successors and assigns (“RBC”) will acquire a 99.98% interest, and RBC Tax Credit Manager II, Inc. (“RBC Manager”) will acquire a .02% interest (collectively, the “Interest”) in the Partnership.

1. Project and Parties Involved.

(a) The Project, located in the City of McAllen, State of Texas will consist of 124 apartment units. Within the Project 104 units will be occupied in compliance with the low-income housing tax credit (“LIHTC”) requirements of Section 42 of the Internal Revenue Code. The remaining 20 units will be market-rate.

(b) The parties involved with the Project are as follows:

(i) General Partner. The General Partner is TGO Nolana Villas GP, LLC, a to-be-formed single purpose, taxable entity, which is owned 60% by Texas Grey Oaks, LLC and 40% by Deborah J. Welchel.

(ii) Developer. The developers are 95% Texas Grey Oaks, LLC and 5% Deborah J. Welchel, collectively referred to herein as “Developer.”

(iii) Guarantors. Subject to RBC’s review and approval of financial statements, the Guarantors are the Developer, Texas Grey Oaks, LLC, Steve Lollis and other entities deemed necessary by RBC, on a joint and several basis.

2. Purchase Price. The Interest in the Partnership will be acquired for a total capital contribution of $13,348,665. This capital contribution is based on the Project receiving the tax credits described in Paragraph 3 and represents a price per tax credit dollar of $0.89. The capital contribution, subject to adjustments set forth in Paragraph 5 below, will be payable to the Partnership in installments as set forth on Exhibit A.

3. LIHTC. The Project anticipates receiving a reservation of 2019 LIHTC in the amount of $1,500,000 annually. The total LIHTC anticipated to be delivered to the Partnership is $15,000,000. The LIHTC will be available to the Partnership beginning in 2021.
4. **Funding Sources.** The purchase price is based upon the assumption that the Project will receive funding on the terms and conditions listed on Exhibit B.

5. **Adjustments.**

   (a) **Downward Capital Adjustment.** The amount of LIHTC to be allocated to RBC during the credit period ("Certified LIHTC") will be determined promptly following receipt of cost certification from the accountant and Form 8609. If the Certified LIHTC is less than Projected LIHTC, RBC’s capital contributions will be reduced by an amount (the “Downward Capital Adjustment”) equal to the product of (i) $0.89 multiplied by (ii) the difference between Projected LIHTC and Certified LIHTC.

   (b) **Late Delivery Adjustment.** The amount of LIHTC allocated to RBC for 2021 will be determined at the time the Project is fully leased. If the amount of the LIHTC allocated to RBC for calendar year 2021 is less than the amounts shown in Paragraph 3, RBC’s capital contribution shall be reduced by an amount (the “Late Delivery Adjustment”) equal to the difference between the amount shown in Paragraph 3 (adjusted for any Downward Capital Adjustment) and the amount of the LIHTC allocated to RBC for calendar year 2021 less the present value (using a 10% discount rate) of the additional LIHTC projected to be received in 2031.

   (c) **Payment by General Partner.** If the Downward Capital Adjustment and the Late Delivery Adjustment exceed the total of all unfunded capital contributions, then the General Partner will make a payment to the Partnership equal to the amount of such excess, and the Partnership will immediately distribute such amount to RBC as a return of its capital contribution. Except to the extent otherwise stated herein, this payment will not give rise to any right as a loan or capital contribution or result in any increase in the General Partner’s capital account.

6. **General Partner and Guarantor Obligations.** In addition to Paragraph 5(c) above, the General Partner is responsible for items 6(a) through 6(f) below. Any amounts advanced by the General Partner will not be considered as loans or capital contributions reimbursable or repayable by the Partnership unless otherwise stated herein.

   (a) **Construction Completion.** The General Partner will guarantee construction completion in accordance with approved plans and specifications and will pay for any construction costs, costs to achieve permanent loan closing, repayment of all construction financing and costs necessary to fund reserves required to be funded at or before permanent loan closing.

   (b) **Operating Deficits.**

      (i) **Pre-Stabilization.** The General Partner will guarantee funding of operating deficits until the date (the “Stabilization Date”) which is the first day of the month following a 3-month period (such 3-month period to commence after the permanent loan closing) in which the Project has maintained an average 1.15 debt service coverage; and

      (ii) **Post-Stabilization.** Commencing with the Stabilization Date and continuing until the Release Date (defined below), the General Partner will guarantee funding of operating deficits in an amount equal to 6 months of operating expenses, debt service, and replacement reserves. Any funds paid by the General Partner under this Paragraph 6(b)(ii) shall be treated as an unsecured loan to the Partnership with interest at the rate of 0% per annum, to be repaid out of cash flow, refinancing, sale and liquidation proceeds as provided in Paragraph 9 hereof.

The “Release Date” is the later of:

   (A) the fifth anniversary of the Stabilization Date,

   (B) the date the Project has achieved an average debt service coverage of 1.15 for the 12-month period immediately prior to the Release Date, and
(C) the date the Project has achieved a 1.15 debt service coverage for each of the 3 months immediately prior to the Release Date.

(c) LIHTC Shortfall or Recapture Event. To the extent not already addressed by the Downward Capital Adjustment or the Late Delivery Adjustment, if the actual amount of LIHTC for any year is less than Projected LIHTC, the General Partner will guarantee payment to RBC of an amount equal to the shortfall or recapture amount, plus related costs and expenses incurred by RBC.

(d) Repurchase. The General Partner will repurchase RBC’s interest upon the occurrence of certain events described in the Project Entity Agreement.

(e) Environmental Indemnity. The General Partner will indemnify RBC against any losses due to environmental condition at the Project.

(f) Developer Fee. The General Partner will guarantee payment of any developer fee remaining unpaid at the end of the LIHTC compliance period.

(g) Guarantors. The Guarantors will guarantee all of the General Partner’s obligations. The Guarantors will maintain a net worth and liquidity level as determined by RBC after review of the Guarantors’ financial statements.

7. Reserves.

(a) Operating Reserves. An operating reserve in an amount equal to six months of operating expenses, debt service and replacement reserves will be established and maintained by the General Partner concurrent with RBC’s third capital contribution. Withdrawals from the operating reserve will be subject to RBC’s consent. Expenditures from operating reserves will be replenished from available cash flow as described in Paragraph 9(b) below.

(b) Replacement Reserves. The Partnership will maintain a replacement reserve, and make contributions on an annual basis equal to the greater of (i) $250 per unit and (ii) the amount required by the permanent lender. The amount of the contribution will increase annually by 3%. Annual contributions will commence with substantial completion of the Project.

8. Fees and Compensation. The following fees will be paid by the Partnership for services rendered in organizing, developing and managing the Partnership and the Project.

(a) Developer Fee. The Developer will earn a developer fee of $2,093,530 projected to be paid as follows:

(i) 20.00% concurrent with RBC’s first capital contribution;

(ii) 10.00% concurrent with RBC’s second capital contribution;

(iii) 10.00% concurrent with RBC’s third capital contribution;

(iv) 15.00% concurrent with RBC’s final capital contribution; and

(v) 45.00% is deferred and paid from net cash flow.

The deferred portion of the developer fee shall accrue interest at 8% per annum commencing as of the date of RBC’s final capital contribution. Payment of the deferred fee will be subordinate to all other Partnership debt as well as operating expense and reserve requirements.
(b) **Incentive Management Fee.** An incentive management fee will be payable to the General Partner on an annual basis in an amount equal to 90% of net cash flow as set forth on Paragraph 9(b) below.

(c) **Property Management Fee.** The property management fee will not exceed 5% of gross rental revenues. The management agent and the terms of the property management agreement are subject to the prior approval of RBC. If the management agent is an affiliate of any Guarantor, its fee will be subordinated to payment of operating costs and required debt service and reserve payments.

(d) **Asset Management Fee.** The Partnership will pay RBC Manager an annual asset management fee of $7,500 which will increase by 3% annually.

9. **Tax Benefits and Distributions.**

(a) **Tax Benefits.** Tax profits, tax losses, and tax credits will be allocated 99.98% to RBC, .01% to RBC Manager, and .01% to the General Partner.

(b) **Net Cash Flow Distributions.** Distributions of net cash flow (cash receipts less cash expenditures, payment of debt service, property management fee and asset management fee), will be made as follows:

(i) to RBC in satisfaction of any unpaid amounts due under Paragraphs 5 and 6 above and for any other amounts due and owing to RBC;

(ii) to RBC Manager for any unpaid asset management fees;

(iii) to the operating reserve to maintain the balance required in Paragraph 7(a);

(iv) to the payment of any unpaid developer fee;

(v) to the payment of any debts owed to the General Partner or their affiliates;

(vi) 90% of the remaining cash flow to the General Partner as an incentive management fee; and

(vii) the balance to the General Partner, RBC and RBC Manager in accordance with their percentage interests described in Paragraph 9(a).

(c) **Distributions upon Sale, Liquidation or Refinance.** Net proceeds resulting from any sale, liquidation or refinance will be distributed as follows:

(i) to payment in full of any Partnership debts except those due to RBC, RBC Manager, General Partner and/or their affiliates;

(ii) to the setting up of any required reserves for contingent liabilities or obligations of the Partnership;

(iii) to RBC, in satisfaction of any unpaid amounts due under Paragraphs 5 and 6 above and for any other amounts due and owing to RBC;

(iv) to RBC Manager for any unpaid asset management fees;

(v) to RBC for any excess or additional capital contributions made by it;

(vi) to the payment of any debts owed to the General Partner or their affiliates including any unpaid developer fee;
(vii) to RBC Manager, 1% of such proceeds as a capital transaction administrative fee;

(viii) to RBC in an amount equal to any projected federal income tax incurred as a result of the transaction giving rise to such proceeds; and

(ix) the balance, 90.00% to the General Partner, 9% to RBC, and 1% to RBC Manager.

10. **Construction.** The General Partner will arrange for a fixed or guaranteed maximum price construction contract. The Contractor’s obligations will be secured by a letter of credit in an amount not less than 15% of the amount of the construction contract or a payment and performance bonds in an amount not less than the amount of the construction contract. The Project will establish a construction contingency in an amount not less than 5% of the construction costs, or such greater amount as RBC may reasonably require following its review of construction documents. RBC, may, in its sole discretion, engage a construction consultant (i) to review plans and specifications and (ii) evaluate the construction progress by providing monthly reports to the Partnership. The cost of the construction consultant will be paid by the Partnership.

11. **Due Diligence, Opinions and Projections.**

   (a) **Due Diligence:** The General Partner will provide RBC with all due diligence items set forth on its due diligence checklist, including but not limited to, financial statements for the Guarantors, schedule of real estate owned and contingent liabilities, plans and specifications, a current appraisal, a current (less than 6 months old) market study, a current (less than 6 months old) Phase I environmental report, rent and expense data from comparable properties, site/market visit and title and survey. The General Partner agrees to reasonably cooperate with RBC (including signing such consents as may be necessary) in obtaining background reports on the Developer, Guarantors and other Project entities as determined by RBC.

   (b) **Legal Opinions.** The General Partner's counsel will deliver to RBC a local law opinion satisfactory to RBC. RBC’s counsel will prepare a tax opinion and the General Partner agrees to cooperate to provide all necessary documentation requested by RBC’s counsel.

   (c) **Diligence Reimbursement.** The Partnership will reimburse RBC toward the costs incurred by RBC in conducting its due diligence review and for the costs and expenses of RBC’s counsel in connection with the preparation of the tax opinion. RBC may deduct this amount from its first capital contribution.

   (d) **Projections.** The projections to be attached to the Project Entity Agreement and that support the Tax Opinion will be prepared by RBC based on projections provided by the General Partner. RBC’s projections will include development sources and uses, calculation of eligible basis, operating and construction period cash flow analysis, 15-year operating projection, 30-year debt analysis and 15-year capital account analysis.

12. **Closing Contingencies.** RBC's obligation to close on the purchase of the Interest will be contingent upon RBC’s receipt, review and approval of all due diligence including the items set forth on its due diligence checklist as well as the following:

   (a) **Project Entity Documents.** Preparation and execution of RBC's standard Project Entity Agreement and other fee agreements containing representations and warranties, covenants, consent rights, and indemnities, each on terms and conditions satisfactory to RBC.

   (b) **Information and Laws.** No adverse change in the information you have provided to us, no adverse change in market conditions and no adverse change in existing law.
(c) **Anticipated Closing Date.** The closing occurring on or before November 30, 2019.

(d) **Readiness to Proceed.**

RBC is aware that Nolana Villas is located in a County declared by FEMA to be eligible for individual assistance within two years preceding December 1, 2018 and therefore this transaction is expected to close on or before the last business day of November, 2019.

RBC has reviewed the following due diligence as of the issuance of this letter:
1. The financial feasibility of the Project including the review of a market study and site location;
2. The financial capacity of the Guarantor;
3. The financial capacity and experience of the general contractor.

Closing of this transaction is contingent upon the following:
1. Completion of RBC'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 annually;
3. Closing of the Construction Loan with a lender acceptable to RBC.

*(Remainder of page intentionally left blank)*
If the foregoing is in accordance with your understanding of the terms and conditions, please indicate your acceptance on the enclosed copy and return it to the undersigned.

Very truly yours,

By: 
Name: Dan Kierce
Title: Director

The undersigned approves and accepts the terms of this Letter of Intent.

GENERAL PARTNER:

By: ____________________________

Its: ____________________________
Date: ____________________________

GUARANTORS:

By: ____________________________

Its: ____________________________
Date: ____________________________

By: ____________________________

Its: ____________________________
Date: ____________________________
### EXHIBIT A
**CAPITAL CONTRIBUTIONS**

<table>
<thead>
<tr>
<th>Conditions</th>
<th>Amount</th>
<th>Anticipated Funding Date</th>
</tr>
</thead>
</table>
| i) 20.00% upon the later of:  
(a) the execution of the Partnership Agreement,  
(b) closing of the financing sources described in Exhibit B, and  
(c) receipt and approval of all due diligence items on RBC’s due diligence checklist. | $2,669,733 | October 2019 |
| ii) 60.00% upon the later of:  
(a) receipt of final Certificates of Occupancy for all of the units,  
(b) receipt of an architect's certificate of substantial completion,  
(c) receipt of a preliminary cost certification accompanied by a General Partner certification, and  
(d) March 1, 2021. | $8,009,199 | March 1, 2021 |
| iii) 18.00% upon the later of:  
(a) receipt of a final cost certification from an independent certified public accountant,  
(b) achievement of 100% qualified occupancy,  
(c) permanent loan conversion, including achievement of 90 days at a 1.15 Debt Service Coverage Ratio, and  
(d) October 1, 2021. | $2,355,703 | October 1, 2021 |
| iv) 2.00% upon the later of:  
(a) achievement of the Stabilization Date,  
(b) receipt of the IRS Form 8609, and  
(c) February 1, 2022. | $314,030 | February 1, 2022 |
| **Total:** | **$13,348,665** | |
EXHIBIT B
SOURCES

RBC acknowledges the amounts and terms of all other anticipated sources of funds as described on the attached Schedule of Sources of Funds and as identified below.

Construction Loan
- Lender: Lender acceptable to RBC
- Amount: $14,050,000
- Maturity: 24 months (Estimated)
- Amortization: N/A
- Interest Rate: 5.00% (Estimated)
- Collateral: 1st mortgage on Project during construction

Permanent Loan
- Lender: Lender acceptable to RBC
- Amount: $4,260,000
- Maturity: 15 years
- Amortization: 420 months (36 yrs)
- Interest Rate: 6.25% (Estimated)
- Collateral: 1st mortgage on project after conversion
March 1, 2019

TGO Nolana Villas 19, LP
Steve Lollis
Texas Grey Oaks, LLC
710 N. Post Oak Road, Suite 400
Houston, Texas 77024

Re: Nolana Villas

Dear Steve,

CommunityBank of Texas (the “Bank”) is pleased to provide the following term sheet for construction and permanent financing to TGO Nolana Villas 19, LP (the "Borrower") for the development of Nolana Villas, a 124-unit family LIHTC project to be built in McAllen, Texas. The proposed terms and conditions are as follows:

**Summary of Terms**

**Borrower:** TGO Nolana Villas 19, LP

**Guaranty:** Construction loan will be guaranteed by Mr. Steve Lollis and Texas Grey Oaks, LLC. The General Contractor will either provide a full Payment and Performance Bond or completion guarantee and bond major subcontractors. Permanent loan will be non-recourse except as to normal "bad boy" carve outs.

**Project:** Nolana Villas

**Credit Facility:** A) Construction loan of up to $14,050,000:

- Priced at a variable rate of Prime Floating subject to a minimum all-in rate of 5.00% (floor of 5.00%)
- 24-month construction loan, plus one 6-month extension as below
- one 6-month extension subject to 1) completion of project, 2) project sources and uses being balanced, 3) receipt of required tax credit equity payments, 4) No event of default has occurred or potential for default to occur, 5) 85% occupancy and 6) No material adverse change in the financial condition of the Project, Borrower and Guarantor(s).
- Interest only due monthly during construction period
- **Total construction loan period including extension is 30-months**
B) Permanent loan of up to approximately $4,260,000 (amount also subject to investor approval) at an assumed underwriting rate of interest of 6.25%:

- Subject to final approval, the permanent loan rate will be locked at 6.25% fixed assuming a 35-year amortization.
- 15-year term upon conversion to permanent status based on 90% occupancy for 90 days and a 1.15:1 debt service coverage.
- No pre-payment penalty – You may pay off the loan at any time without penalty.
- Principal and interest due monthly during permanent period based on a 35-year amortization; balloon payment due at maturity
- Replacement reserves to be $250 per unit per year with agreed upon increases for future years.
- Operating deficit and other reserve requirements subject to Bank review and approval. All project reserve accounts will be held at CommunityBank of Texas. It is expected that these reserve requirements will mirror the equity term sheet, but that any release provisions of operating reserve funds (aside from normal usage) will be subject to review and approval by Bank.

Note: Construction draws will be processed through the Bank, Title Company, and with approval of a 3rd party construction engineering firm hired by or acceptable to the Bank.

**Loan-to-value:**

1) Construction loan amount will be based on LTV not to exceed 80% based on rent-restricted value plus value of the tax credits; 2) Permanent period LTV not to exceed 80% based on the appraisal’s identified decontrol value. Please note that the decontrol value determines the value of the property on a market rate basis (non-restricted) but adjusting the valuation for the mandated 3-year decontrol period if the property is taken back through foreclosure. The 3-year decontrol period is mandated by Section 42 requirements that tenants be given a maximum 3-year period to transition out of the property if it is converting to market rate due to the LURA being removed by Bank foreclosure. Appraisal report will be in form and substance acceptable to the Bank.

**Collateral:**

- 1st lien deed of trust and assignment of leases and rents on the subject property
- UCC filing on furniture, fixtures, and equipment
- Assignment of Tax Credits
- Security interest in operating and replacement reserve funds
- Subordination of deferred developer fee and other management fees collected by general partner or a related entity.
- Assignment and subordination of management, construction, architectural contracts, etc.

**Fees:**

Origination fee of 1.00% of the construction loan (payable at construction loan closing), a 0.25% fee for the extension (payable upon exercise) and a 1.00% fee for the permanent loan (payable at construction loan closing). Borrower will also pay for all reasonable costs incurred by the Bank in connection with the loans including, but not limited to, legal fees and expenses, appraisal/survey fees, title insurance premiums and search fees, UCC searches, environmental assessment fees, and inspecting architect fees, whether the facilities contemplated herein are funded or not. This obligation will survive whether the loans are approved or not.

**Reporting Requirements:** Include but are not limited to:

- Annual audited financial statements of Borrower
- Annual financial statements of Guarantors
- Annual evidence of tax credit compliance
Monthly operating statements on the property once construction is complete
Quarterly operating statements on the property during the permanent loan period

Summary of Conditions
This proposal is subject to all the following conditions being met prior to construction closing:

**Tax Credit Allocation:**
Receipt of an annual allocation of Low-Income Housing Tax Credits from the Texas Department of Housing & Community Affairs (TDHCA) in a minimum amount of $1,500,000.

**Tax Credit Equity:**
Tax credit investor and equity terms (including price and pay-in schedule) subject to Bank approval. Current model has RBC Capital Markets purchasing the tax credits, providing total equity of $13,348,665.

**Developer Fee:**
Timing of payment of developer profit to be mutually agreed upon between Bank and Borrower. It is expected that the developer fee payment will mirror the developer fee payment schedule negotiated in the equity agreement. Current model has estimated deferred developer fee of $956,441.

**Project Budget:**
The Bank's current understanding of the project budget is based on initial verbal discussions and files provided by the Borrower on February 26, 2019. The Bank acknowledges that this project budget is subject to change.
However, significant changes to the budget that materially affect the project may result in changes to the terms and conditions proposed herein.

**Underwriting Considerations:**
Property Pro forma utilizes $6,000 annual expense for Supportive Services

**Other Conditions:**
Receipt and approval of those items listed in the Due Diligence Checklist

**Readiness to Proceed:**
We understand the Borrower is taking advantage of the Readiness to Proceed application points, and as such, provided the tax credits are awarded and accepted, this transaction will close on or before November 30, 2019.

To move forward on the terms and structure outlined above, the Borrower shall return a Borrower executed version of this term sheet to CommunityBank of Texas.

The attached 15-year pro forma was prepared by TGO Nolana Villas, LP (Applicant) for Nolana Villas to be located in McAllen, Texas. The pro forma is consistent with the unit rental rate assumptions, total operating expenses, net operating income, and debt service coverage based on CommunityBank of Texas’s current underwriting parameters and consistent with the loan terms indicated in the term sheet and is preliminarily considered feasible, pending further diligence review. The debt service for each year maintains no less than a 1.15 debt coverage ratio.

Additionally, we have performed a preliminary review of the credit worthiness of TGO Nolana Villas, LP and its Principals. At this time, CommunityBank of Texas has no reservations with the Development Owner or any of the Principals. We anticipate no additional guarantors or financial strength will be needed to facilitate a loan to this borrower, other than those requirements disclosed herein.

We acknowledge the amounts and terms of all other anticipated sources of funds as represented by the attached Schedule of Sources of Funds.
This discussion letter does not represent a commitment by the Bank for the proposed financing, nor does it define all the terms and conditions of loan documents, but is a framework upon which a loan request may be submitted and considered. Issuance of a commitment by the Bank is subject to the approval of the loan request under the Bank's internal approval process, which includes, but is not limited to, a review of the Borrower's then current financial condition and review and approval of all third-party reports, in addition to completion of loan documents in form and substance acceptable to the Bank.

If you should have any questions concerning these terms and conditions, please feel free to call me at (713) 308-5754. Steve, thank you for giving us the opportunity to consider financing for this project.

Sincerely,

Community Bank of Texas, N.A.

By: __________________________
Stephen W. Rose, Executive Vice President

Agreed to:

TGO Nolana Villas, LP

By: __________________________
By: TGO Nolana Villas, GP, LLC, its G.P.
By: Texas Grey Oaks, its Managing Member
By: Steve Lollis, its Manager
### 1. Site Acreage

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

*Site Control: 7.517
  * Site Plan: 7.517
  * Appraisal: N/A
  * ESA: 7.517

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

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

---

### 2. Site Control [10 TAC §11.204(10)]

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

<table>
<thead>
<tr>
<th>Entity Name</th>
<th>Contact Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>South Padre Retail Center, Ltd.</td>
<td>Reuben Bar-Yadin</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
<th>Date of Last Sale</th>
</tr>
</thead>
<tbody>
<tr>
<td>4629 Marco Drive</td>
<td>San Antonio</td>
<td>TX</td>
<td>78218</td>
<td>6/30/2005</td>
</tr>
</tbody>
</table>

Is the seller affiliated with the Applicant, Principal, sponsor, or any Development Team member, as described in §11.302(e)(1)(B) (Identity of Interest)?

If "Yes," please explain:  

If "Yes", the Application must include the documentation required by 10 TAC §11.302(e)(1)(B)(ii), as applicable.

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>South Padre Retail, Ltd.</td>
<td>Not Related to Buyer</td>
</tr>
</tbody>
</table>

Site Control is in the form of:

- [X] Contract for sale.

- [ ] If Direct Loan funds are requested, contract includes required language in 10 TAC §13.5(e).

- [ ] Recorded Warranty Deed with corresponding executed closing/settlement statement.

- [ ] Contract for lease.

  **Expiration of Contract or Option:**

  **Anticipated Closing Date:**

- [X] Title Commitment or Title Policy is included behind this tab (per 10 TAC §11.204(12)).

- [X] The Property has the following encumbrance(s):

  **See Title Commitment**
3. **Ingress/Egress and Easements (9% and 4% HTC Only) [10 TAC §11.204(10)(D)]**

If ingress and egress to a public right of way are not part of the Property described in the site control documentation, the Applicant must provide:

- n/a Evidence of an easement, leasehold, or similar documented access; and
- n/a Evidence that the fee title owner of the property agrees that the LURA may extend to the access easement.

4. **30% increase in Eligible Basis "Boost" (9% and 4% HTC Only) [10 TAC §11.4(c)]**

Development qualifies for the boost for:

- Qualified Census tract that has less than 20% HTC Units per household
- New Construction or Adaptive Reuse 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.†*  
  †Rehabilitation Developments located in a QCT with 20 percent or greater Housing Tax Credit Units per total households are eligible to qualify for the boost and are not required to obtain such a resolution from the Governing Body.

- Development is located in a Small Area Difficult Development Area (SADDA)
- Rural Development *(Competitive HTC only)*
- Development is entirely Supportive Housing *(Competitive HTC Only)*
- Development meets the criteria for the Opportunity Index as identified in §11.9(c)(4) of the Qualified Allocation Plan *(Competitive HTC only)*
- Development includes an additional 10% of units at 30% AMI. *(Competitive HTC only)*  
  Must be in addition to the number of units needed for any scoring item or any other funding source from MF Direct Loan requirements.

- Development is in an area covered by a concerted revitalization plan and elects and is eligible for points under 10 TAC §11.9(d)(7), is not Elderly, and is not located in a QCT. *(Competitive HTC only)*

- Development is located in a Qualified Opportunity Zone designated under the Bipartisan Budget Act of 2018 (H.R. 1892). *(Competitive HTC only)*

If a revised form is submitted, date of submission: ___________________________
### Support Documentation from Site Information Part III Should be Included Behind this Tab.

<table>
<thead>
<tr>
<th>Site Control Documentation</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>X</strong> If recorded warranty deed, includes corresponding executed settlement statement (or functional equivalent).</td>
</tr>
<tr>
<td><strong>X</strong> If Application is requesting Direct Loan Funds, contract for sale, option to purchase or option to lease includes the language required by 10 TAC §13.5(e).</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Ingress/Egress and Easements</th>
</tr>
</thead>
<tbody>
<tr>
<td>na Documentation required by 10 TAC §11.204(10)(D) is included, as applicable.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Increase in Eligible Basis (30% Boost)</th>
</tr>
</thead>
<tbody>
<tr>
<td>na Resolution from the Governing Body of the appropriate municipality or county allowing the construction of the Development, if applicable.</td>
</tr>
<tr>
<td>na Census tract map that includes the 11-digit census tract number and clearly shows that the proposed Development is located within a QCT, if applicable.</td>
</tr>
<tr>
<td>na SADDA map clearly showing the Development is located within the boundaries of a SADDA, if applicable.</td>
</tr>
<tr>
<td>na Census tract map that includes the 11-digit census tract number and clearly shows that the proposed Development is located within the boundaries of a Qualified Opportunity Zone, if applicable.</td>
</tr>
</tbody>
</table>

List of Opportunity Zones can be found at: [https://www.cdfifund.gov/Documents/Copy%20of%20Designated%20QOZs.6.14.18.xlsx](https://www.cdfifund.gov/Documents/Copy%20of%20Designated%20QOZs.6.14.18.xlsx)
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:** South Padre Retail Center Ltd., a Texas limited partnership

Address: 4629 Macro Drive, San Antonio, TX 78216

Phone: (210) 416-6999 E-mail: rauben@ufot.com

Fax: Other: Flint Bourgeois-flint@cbgcrs.com

**Buyer:** Texas Grey Oaks, LLC, or its assignees

Address: 8300 West Loop South, Ste. 670, Bellaire, TX 77401

Phone: (713) 875-9456 E-mail: steve@texasgreyoaks.com

Fax: Other: donna@marqueconsultants.com

2. PROPERTY:

A. "Property" means that real property situated in Hidalgo County, Texas at

   Approximately 4.5± acres of land out the south 9± acres of a called 17.94± acre tract, in McAllen, Texas *** (address) and that is legally described on the attached Exhibit A, or as follows:

   *** said 17.94± acres located on E. Nolana Ave. west of N. Jackson Rd. (HCAD Property ID No. 231011), as more particularly described on Exhibit "A" attached hereto.

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

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

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

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

3. SALES PRICE:

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

   (1) Cash portion payable by Buyer at closing $ 1,125,000.00
   (2) Sum of all financing described in Paragraph 4 $ -0-  
   (3) Sales price (sum of 3A(1) and 3A(2)) $ 1,125,000.00

(TAR-1002) 4-1-18

Initiated for identification by Seller and Buyer

Giovanni Arte, 1909 Chapa Coatr Dr. Spring TX 77379 Phone: 2818296501 Fax: 2818296501

Produced with IPadForm by Strata HD 31220 Pines Lake Road, Fraser, Michigan 48023 www.IPadForm.com

Site is 7.517 per amendment to contract - bps
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 $ N/A per:
  
☐ (i) square foot of total area
☐ (ii) acre of total area
☐ (iii) N/A
  
(b) "Total area" means all land area within the perimeter boundaries of the Property. "Net area" means total area less any area of the Property within:
  
☐ (i) public roadways;
☐ (ii) rights-of-way and easements other than those that directly provide utility services to the Property; and
☐ (iii) N/A
  
(c) If the sales price is adjusted by more than N/A % of the stated sales price, either party may terminate this contract by providing written notice to the other party within N/A days after the terminating party receives the survey. If neither party terminates this contract or if the variance is less than the stated percentage, the adjustment to the sales price will be made to the cash portion of the sales price payable by Buyer.

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

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

☐ (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-1034).

☐ B. Assumption: In accordance with the attached Commercial Contract Financing Addendum (TAR-1034), Buyer will assume the existing promissory note secured by the Property, which balance at closing will be $ N/A.

☐ C. Seller Financing: The delivery of a promissory note and deed of trust to Seller under the terms of the attached Commercial Contract Financing Addendum (TAR-1034) in the amount of $ N/A.

6. EARNEST MONEY:

☐ A. Not later than 3 days after the effective date, Buyer must deposit $ 100.00 as earnest money with Chicago Title Insurance Company at 13727 Anthem Parkway, Ste. 210, San Antonio, TX 78249 (address) Doug Becker (closer).

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

☐ B. Buyer will deposit an additional amount of $ See Addendum A with the title company to be made part of the earnest money on or before:
  
☐ (i) __________ days after Buyer's right to terminate under Paragraph 7B expires; or
☐ (ii) __________

Buyer will be in default if Buyer fails to deposit the additional amount required by this Paragraph 6B 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 only 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.
   X (b) will be amended to read "shortages in areas" at the expense of Buyer □ Seller.

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

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

X (1) Buyer will obtain a survey of the Property at Buyer's expense and deliver a copy of the survey to Seller. The survey must be made in accordance with the (i) ALTANPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition. Seller will reimburse Buyer □ N/A ______ 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) ALTANPS 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 □ Buyer (updating party) will, at the updating party's expense, obtain a new or updated survey acceptable to the title company and deliver the acceptable survey to the other party and the title company within 30 days after the title company notifies the parties 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 the updating party to deliver an acceptable survey within the time required. The updating party will reimburse the updating party □ N/A ______ (mean amount or percentage) 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 30 days after Buyer receives the last of 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 items 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 the commitment or survey is revised or any new document evidencing a title exception is delivered, Buyer may object to any new matter revealed in such revision or new document. Buyer's objection must be made within the same number of days stated in this paragraph, beginning when the revision or new
document is delivered to Buyer. If Paragraph 8B(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 8B.

(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 8C is a waiver of Buyer’s right to object except that Buyer will not waive the requirements in Schedule C of the commitment.

7. PROPERTY CONDITION:

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

B. Feasibility Period: Buyer may terminate this contract for any reason within _ by 8/19 _ days after the effective date (feasibility period) by providing Seller written notice of termination.

(1) Independent Consideration. (Check only one box and insert amounts.)

☐ (a) If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer less $ _ $50.00 _ that Seller will retain as Independent Consideration for Buyer’s unrestricted right to terminate. Buyer has tendered this 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.

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

(2) Feasibility Period Extension: Prior to the expiration of the initial feasibility period, Buyer may extend the feasibility period for a single period of an additional _ N/A _ days by depositing additional earnest money in the amount of $ _ N/A _ with the title company. If no dollar amount is stated in this Paragraph or if Buyer fails to timely deposit the additional earnest money, the extension of the feasibility period will not be effective.

C. Inspections, Studies, or Assessments:

(1) During the feasibility period, Buyer, at Buyer’s expense, may complete or cause to be completed any and all inspections, studies, or assessments of the Property (including all improvements and fixtures) desired by Buyer.
(2) Buyer must:
   (a) employ only trained and qualified inspectors and assessors;
   (b) notify Seller, in advance, of when the inspectors or assessors will be on the Property;
   (c) abide by any reasonable entry rules or requirements of Seller;
   (d) not interfere with existing operations or occupants of the Property; and
   (e) restore the Property to its original condition if altered due to inspections, studies, or
      assessments that Buyer completes or causes to be completed.

(3) Except for those matters that arise from the negligence of Seller or Seller's agents, Buyer is
    responsible for any claim, liability, encumbrance, cause of action, and expense resulting from
    Buyer's inspections, studies, or assessments, including any property damage or personal injury.
    Buyer will indemnify, hold harmless, and defend Seller and Seller's agents against any claim
    involving a matter for which Buyer is responsible under this paragraph. This paragraph survives
    termination of this contract.

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

       [ ] (a) copies of all current leases, including any mineral leases, pertaining to the Property, including
           any modifications, supplements, or amendments to the leases;
       [ ] (b) copies of all notes and deeds of trust against the Property that Buyer will assume or that Seller
           will pay in full on or before closing;
       [ ] (c) copies of all previous environmental assessments, geotechnical reports, studies, or analyses
           made on or relating to the Property;
       [ ] (d) property tax statements for the Property for the previous 2 calendar years;
       [ ] (e) plat of the Property;
       [ ] (f) copies of current utility capacity letters from the Property's water and sewer service provider;

       [ ] (g) Copies of any documents relating to the condition or current use of the Property not
           already provided by Seller to Buyer pursuant to the Companion Contract (as defined in
           Addendum A attached hereto).

   (2) Return of Property Information: If this contract terminates for any reason, Buyer will, not later than
       ___ 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 in any format; and
       [ ] (c) deliver to Seller 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.

F. 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
Commercial Contract - Unimproved Property containing 17.86 acres in McAllen, Texas.

must disclose, in writing, if any of the following exist at the time Seller provides the lease to the Buyer or subsequently occur before closing:

1. any failure by Seller to comply with Seller's obligations under the lease;
2. any circumstances under any lease that enable the tenant to terminate the lease or seek any offsets or damages;
3. any advance sums paid by a tenant under any lease;
4. any concessions, bonuses, free rents, rebates, brokerage commissions, or other matters that affect any lease; and
5. any amounts payable under the leases that have been assigned or encumbered, except as security for loan(s) assumed or taken subject to under this contract.

B. Escrow Certificate: Within N/A days after the effective date, Seller will deliver to Buyer escrow certificate signed not earlier than N/A by each tenant that leases space in the Property. The escrow certificate must include the certifications contained in the current version of TAR Form 1038 - Commercial Tenant Escrow 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 escrow certificate.

9. BROKERS:

A. The brokers to this sale are:

Principal Broker: Caldwell Banker Commercial

Cooperating Broker: N/A

Agent: Salley Guerra
Address: 100 E. Dove
McAllen, TX 78504
Phone & Fax: (956) 638-0995
E-mail: salley.guerra@caldwellbanker.com
License No.: 506555

Principal Broker: (Check only one box)
represent Seller only.

Cooperating Broker represents Buyer.

represent Buyer only.

is an intermediary between Seller and 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: 

Cooperating Broker a total cash fee of: 

% of the sales price.

% of the sales price.

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

(TAR-1902) 4-1-16

Initiated for Identification by Seller and Buyer

Page 6 of 14
Approximately 4.5+/- acres of land out the south 9 acres of a called 17.94 acre tract in McAllen, Texas ***

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) X 30 days after the expiration of the feasibility period.
   (specific date).
   See Addendum A for Closing Extension Option
   (2) 7-days after objections made under Paragraph 8C 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 \[X\] 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 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 with 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 (e) 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.

(TAR-1802) 4-1-18 Initialed for identification by Seller and Buyer Page 7 of 14
11. POSSESSION: Seller will deliver possession of the Property to Buyer upon closing and funding of this sale in its present condition with any repairs Seller is obligated to complete under this contract, ordinary wear and tear excepted. Any possession by Buyer before closing or by Seller after closing that is not authorized by a separate written lease agreement is a landlord-tenant at sufferance relationship between the parties.

12. SPECIAL PROVISIONS: The following special provisions apply and will control in the event of a conflict with other provisions of this contract. (If special provisions are contained in an Addendum, identify the Addendum here and reference the Addendum in Paragraph 22D.) See Addendum A attached hereto and made a part hereof for all purposes.

13. SALES EXPENSES:

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

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

14. PRORATIONS:

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

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

15. DEFAULT:

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

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

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

(1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
(2) extend the time for performance up to 15 days and the closing will be extended as necessary.

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

(1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
(2) enforce specific performance, or seek such other relief as may be provided by law, or both.

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

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

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

(1) Seller and the sales price will be reduced by the same amount; or
(2) Buyer and the sales price will not be reduced.

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

18. ESCROW:

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

B. If one party makes written demand for the earnest money, the title company will give notice of the demand by providing to the other party a copy of the demand. If the title company does not receive written objection to the demand from the other party within 15 days after the date the title company sent the demand to the other party, the title company may disburse the earnest money to the party making demand, reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and the title company may pay the same to the creditor.
C. The title company will deduct any independent consideration under Paragraph 78(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.

40. 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:
   (4) any subsurface structures, piles, 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 (4) - (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.

(TAR-1802) 4-1-18

Initiated for identification by Seller [Signature] and Buyer [Signature]

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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)

X (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);
(9) Information About Mineral Clauses in Contract Forms (TAR-2508); and

X [10] Exhibit "B"-Seller's Survey and Addendum A attached hereto and made a part hereof for all purposes.

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

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

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

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

25. ADDITIONAL NOTICES:

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

B. If the Property is situated in a utility or other statutory created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver to Buyer a 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 certified water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certified area. If your property is located in a certified 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 certified area and contact the utility service provider to determine the cost that you

[Signature]

Initialed for Identification by Seller

[Signature]

and Buyer

Page 11 of 14
Approximately 4.54 acres of land out the south 9 acres of a called 17.94 acre tract in McAllen, Texas *** will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property. The real property is described in Paragraph 2 of this contract.

D. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, §33.135 of the Texas Natural Resources Code requires a notice regarding coastal area property to be included as part of this contract (the Addendum for Coastal Area Property (TAR-1915) may be used).

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 (the Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TAR-1916) may be used).

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.”

I. LICENSE HOLDER DISCLOSURE: Texas law requires a real estate license holder who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as a trustee or of which the license holder is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable:

25. 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 3, 2019, the offer will lapse and become null and void.
Commercial Contract - Unimproved Property concerning Approximately 4.5+/- acres of land out the south 9 acres of a called 17.94 acre tract in McAllen, Texas.

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.

South Padre Retail Center Ltd., a Texas limited

Seller: partnership

Attn: Reuben Bar-Yadin

By: ______________________________

By (signature): ____________________

Printed Name: Reuben Bar-Yadin

Title: ______________________________

Buyer: Texas Grey Oaks, LLC, or its assignee

By: ______________________________

By (signature): ____________________

Printed Name: Steve Lottis

Title: Manager

By: ______________________________

By (signature): ____________________

Printed Name: ____________________

Title: ______________________________

(TAR-1802) 4-1-18
AGREEMENT BETWEEN BROKERS
(use only if Paragraph 9B(1) is effective)

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

- $__________, or
- ________% of the sales price, or
- ________% of the Principal Broker's fee.

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

Principal Broker: ________________________
Cooperating Broker: ________________________

By: ___________________________ By: ___________________________

ATTORNEYS

Seller's attorney: Flint Boorgeole
Address: ____________________________
Phone & Fax: (210)424-8013
E-mail: flint@abgore.com
Seller's attorney requests copies of documents, notices, and other information:
- [ ] the title company sends to Seller.
- [ ] Buyer sends to Seller.

Buyer's attorney: ____________________________
Address: ____________________________
Phone & Fax: ____________________________
E-mail: ____________________________
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:
- [ ] the contract on this day 1-7-19 (effective date);
- [ ] earnest money in the amount of $100.00 in the form of a wire

Title company: Chicana Title Insurance Company
Address: 16727 Anthem Parkway Ste. 210
San Antonio, TX 78260
Phone & Fax: (210)482-2990

By: ____________________________
Assignee file number (SFR): 300111902375
E-mail: doug.becker@ctt.com

(TAR-1602) 4-1-18
SPECIAL PROVISIONS ADDENDUM A TO CONTRACT

The Special Provisions Addendum A (this "Addendum") is attached to and made a part of that certain Commercial Contract-Unimproved Property (as amended by this Addendum, the "Contract") by and between South Padre Retail Center Ltd., a Texas limited partnership (the "Seller") and Texas Grey Oaks LLC or assignee (the "Buyer") and shall be effective for all purposes as of the Effective Date of the Contract. The Seller and Buyer shall individually be referred to herein as a "Party" and collectively as the "Parties".

1. The Parties acknowledge and agree that the Contract is being entered into simultaneously with the execution and delivery of a separate contract by and between Seller and Buyer (the "Companion Contract") in connection with the sale and purchase of a 4.5 +/- acre tract of land located adjacent to the Property (the "Companion Tract"). Notwithstanding anything to the contrary contained in the Contract, Seller and Buyer acknowledge and agree that Buyer's right to close and acquire the Property under the Contract is contingent upon Buyer or Buyer's assignee closing on the acquisition of the Companion Tract. Likewise, if the Parties proceed to close the Companion Tract pursuant to the terms and provisions of the Companion Contract, then Seller shall be obligated to sell and Buyer shall be obligated to purchase the Property pursuant to the Contract simultaneously with the Closing of the Companion Tract. Furthermore, the term of the Contract and the Companion Contract shall run concurrently such that in the event that Buyer elects to terminate the Companion Contract pursuant to any right to do so under the Companion Contract, such termination shall automatically terminate the Contract.

2. The parties acknowledge and agree that the legal description set forth in the final approved survey (the "Survey") obtained in accordance with Paragraph 6(B)(1) of the Contract shall be accepted by the parties as the correct and final description of the Property. The exact location, dimensions and configuration of the acreage composed of the real property made a part of the Property are subject to final approval of Seller, which approval will not be unreasonably withheld, conditioned or delayed.

3. Buyer's Intended Use of the Property — Rental Housing Community.

4. Buyer shall have the right during the Feasibility Period described in Paragraph 7(B) of the Contract to inspect the Property, to perform all due diligence and to compile all documents and third party reports deemed necessary by Buyer, in its sole discretion, in order to determine if the Property is suitable for Buyer's Intended Use. Seller shall permit Buyer and its representatives, upon reasonable advanced notice, to enter onto the Property for purposes of conducting its investigation and inspection of the Property, at Buyer's sole cost and expense, that shall include, without limitation, completion of any surveying, engineering, geo-technical and environmental assessments. Buyer may terminate the Contract during the Feasibility Period for any reason and receive a refund of the Earnest Money subject to any portion thereof released to the Seller in accordance with Paragraph 7(B)(1) of the Contract.

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

5. The date of Closing described in Paragraph 10(A) of the Contract will occur on or before thirty (30) days following the expiration of the Feasibility Period. The date of the Closing may be extended by Buyer for one (1) consecutive thirty (30) day period. Buyer's right to extend the date of Closing pursuant to this

Page -1-

Initials: Seller __ Buyer __
paragraph is condition upon (i) Buyer delivering written notice to Seller of its intentions to extend at least three (3) days prior to the expiration of the date of Closing, and (ii) Buyer electing to extend the date of Closing of the Companion Tract pursuant to the terms of the Companion Contract.

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

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

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

(b) Buyer receiving all financing in the amount sufficient to develop and construct the Intended Use of the Property; and

(c) Buyer closing the Companion Tract pursuant to the terms of the Companion Contract.

In the event of a termination as a result of the failure to satisfy any condition set forth in this Paragraph 7 any portion of the Earnest Money released to Seller as of the date of such termination shall be retained by Seller as independent consideration for entering into the Contract and neither Seller nor Buyer shall have any further liability to the other unless otherwise specified in the Contract.

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

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

10. Notwithstanding any provision in the Contract to the contrary, Seller represents and warrants to Buyer that as of the date of Seller's execution of the Contract and as of the date of Closing:

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

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

(c) Seller covenants that there are no written or unwritten leases, occupancy agreements or tenants in possession affecting the Property or any portion thereof (collectively, the "Lease"). Seller agrees to indemnify and hold Buyer harmless from any claims or causes of actions arising out of any Lease or use of the Property prior to the sale and transfer of the Property to Buyer at Closing in accordance with the Contract; and

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

11. Notwithstanding anything in Paragraph 9 of the Contract to the contrary, Buyer and Seller hereby represent to the other that they have not disclosed the Contract or the subject matter hereof to any real estate broker, agent, or salesman, so as to create any legal right or claim by any such broker, agent, or salesman for a real estate commission or compensation with respect to the negotiation and/or consummation of the Property by Seller to Buyer except as set forth in Paragraph 9 of the Contract and this Paragraph 11. Except as set forth in Paragraph 9 of the Contract, Seller and Buyer hereby indemnify each other against, and agree to hold and save each other harmless from, any claims (or expenses related thereto, including expenses for reasonable attorneys' fees incurred in defending any such claims or enforcing this indemnity) for any real estate commissions or similar fees arising out of or in any way connected with any claimed agency relationship with the Indemnitee and relating to the subject matter of the Contract. This provision of this Paragraph 13 shall survive the Closing or any termination of the Contract.

12. Notwithstanding anything in Paragraph 5 (A) of the Contract to the contrary, the Parties acknowledge and agree that the Closer (Doug Becker) will handle the purchase/sale of the property and Chicago Title Company, 3700 Buffalo Speedway, Ste. 1100, Houston, Texas 77098 (Attn: Janet Karr-(713) 653-6105) will handle the construction loan closing and issuance of the policies.

13. All capitalized terms used herein and not otherwise defined shall have the mean ascribed to such term in the Contract.
14. In the event of a conflict between the provisions of the Contract and this Addendum, the provisions of this Addendum shall control and prevail.

SELLER:

South Padre Retail Center Ltd., a Texas limited partnership

By: [Signature]

Name: Reuben Bar Yadion

Title: President

BUYER:

Texas Grey Oaks, LLC, or its assignee

By: [Signature]

Steve Lollis, Manager
Exhibit A: Property Description

4.5 +/- acres out of the below 9.00+/- tract

9.00± acres located at SWQ of East Nolana Ave and North Jackson Road,
McAllen, Hidalgo County, Texas 75804  a/k/a Hidalgo Co CAD Account No. 231011

The exact dimensions and acreage of the property are to be determined by a new survey. The dimensions and acreage will not match the aerial description exactly as stated below.
FIRST AMENDMENT TO AND ASSIGNMENT OF COMMERCIAL CONTRACT-
UNIMPROVED PROPERTY

This First Amendment to and Assignment of Commercial Contract-Unimproved Property (this "Amendment") is executed to be effective as of February 26, 2019 (the "Effective Date"), by and between Texas Grey Oaks, LLC ("Assignor"); TGO Nolana Villas 19 LP ("Assignee") and South Padre Retail Center Ltd. (the "Seller"). Assignor, Assignee and Seller are collectively referred to as the "Parties", and each a "Party".

RECITALS:

A. Assignor and Seller executed that certain Commercial Contract-Unimproved Property dated effective as of January 7, 2019 (the "Contract") in connection with the sale and purchase of a 4.50± acre tract of land out of the south 9 acres of a called 17.94 acre tract located near N. Nolana Ave. and N K Center St., in McAllen, Hidalgo County, Texas 78504.

B. Assignor now desires to assign all of Assignor's right, title, and interest in and to the Contract, including without limitation, Assignor's right, title, and interest in and to the earnest money deposit being held in connection with the Contract (collectively, the "Contract Rights"), to Assignee, and Assignee desires to accept the Contract Rights and assume all obligations and liabilities of Assignor under the Contract.

C. The Parties further desire to amend the Contract as set forth below.

AGREEMENT:

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

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

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

   (a) The Sales Price described in Paragraph 3 of the Contract is hereby amended to $1,500,000.00.

   (b) The Earnest Money described in Paragraph 5A of the Contract is hereby amended to $36,000.00, which shall be deposited with the Title Company no later than 3 days after the Effective Date of this Amendment. Paragraph 5B of the Contract is deleted in its entirety.

   (c) The Feasibility Period described in Paragraph 7B of the Contract is hereby amended to March 15, 2019. Buyer shall have the right to extend the Feasibility Period as follows:

      a. First Extension to Option to Extend – Buyer shall have the right to extend the Feasibility Period to June 1, 2019. Buyer’s right to extend the Feasibility Period pursuant to this paragraph is conditioned upon (i) Buyer delivering written notice to Seller of its intentions to extend on or before March 15, 2019 and (ii) depositing a $36,000.00 extension fee with the Title Company which shall be released by the Title Company directly to Seller. The $36,000.00 extension fee shall be non-refundable to Buyer but applicable to the Sales Price at Closing; and
b. Second Extension to Option to Extend – Provided Buyer exercises the First Extension to Option to Extend, Buyer shall have the right to extend the Feasibility Period to August 1, 2019. Buyer’s right to extend the Feasibility Period pursuant to this paragraph is conditioned upon (i) Buyer delivering written notice to Seller of its intentions to extend on or before June 1, 2019 and (ii) depositing a $36,000.00 extension fee with the Title Company which shall be released by the Title Company directly to Seller. The $36,000.00 extension fee shall be non-refundable to Buyer but applicable to the Sales Price at Closing.

(d) Paragraph 9(B)(2) of the Contract is deleted in its entirety and replaced with the following:

“At the Closing of this sale, Seller will pay the Principal Broker a total cash fee of $36,000.00.”

(e) The date of Closing described in Paragraph 10(A) of the Contract, is deleted in its entirety and replaced with the following:

“The date of the Closing of the sale and purchase of the Property shall occur on or before thirty (30) days following the expiration of the Feasibility Period (which may be extended). Buyer shall have the right to extend the date of Closing for one additional thirty (30) day period. Buyer’s right to extend the date of Closing pursuant to this paragraph is conditioned upon (i) Buyer delivering written notice to Seller of its intentions to extend on or before the expiration of the Feasibility Period (which may be extended) and depositing a $150,000.00 extension fee (“Closing Extension Fee”) with the Title Company which shall be released by the Title Company directly to Seller. The Closing Extension Fee shall be non-refundable to Buyer but applicable to the Sales Price at Closing. Any reference to or description of Closing extension options in Paragraph 10(A) of the Contract or in the Special Provisions Addendum A (“Addendum”) attached to and made a part of the Contract is deleted in its entirety.”

(f) Any reference to or provisions in the Contract or the Addendum describing or conditioning the sale of the Property on the simultaneous closing on the acquisition of the Companion Tract pursuant to the terms of the Companion Contract are deleted in their entirety from the Contract. The Parties acknowledge that the Companion Contract is being terminated by the Parties simultaneously with the execution of this Amendment. The Parties will provide all necessary documentation to the title company to release the earnest money applicable to the Companion Tract to the appropriate Party pursuant to the terms of the Companion Contract.

(g) Pursuant to Paragraph 2 of the Addendum, the Parties acknowledge and agree that the legal description of the real property made a part of the Property set forth and described on the Survey attached hereto as Exhibit “A” is the correct and final description of the Property to be conveyed at the Closing.

3. **Assignment and Assumption.** Pursuant to Paragraph 22(E) of the Contract, Assignor hereby assigns, transfers and covesys to Assignee all of Assignor’s right, title, and interest in and to the Contract and the Contract Rights. Assignee hereby accepts and assumes Assignor’s assignment of the Contract and the Contract Rights and hereby agrees to be bound by the terms of the Contract and to assume all liabilities and obligations of Assignor, as “Buyer”, thereunder.
4. **Binding Effect.** This Amendment is binding upon and shall inure to the benefit of the Parties and their respective heirs, trustees, executors, administrators, personal representatives, successors and assigns.

5. **Headings.** The subject headings contained in this Amendment are for reference purposes only and do not affect in any way the meaning or interpretation hereof.

6. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which is an original and all of which together constitute one and the same agreement. Fax ed or emailed versions shall be deemed originals.

7. **Applicable Law.** This Amendment will be governed and construed in accordance with the laws of the State of Texas, exclusive of conflict and choice of law principles.

8. **Agreement.** The terms and provisions set forth in this Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Contract, and except as expressly modified and superseded by this Amendment, the terms and provisions of the Contract are hereby ratified and confirmed by the Parties and shall continue in full force and effect.

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

**Assignor:**

Texas Grey Oaks, LLC

By: [Signature]

Steve Lollis, Sole Member

**Assignee:**

TGO Nolana Villas 19, LP

By: TGO Nolana Villas GP, LLC, its general partner

By: Texas Grey Oaks, LLC, Managing Member

By: [Signature]

Steve Lollis, Sole Member

**Seller:**

South Padre Retail Center, Ltd.

By: [Signature]

Name: Reuben Bar-Yadin

Title: President
EXHIBIT A

Survey Description of Land- 7.517 acres
(Attached)
February 25, 2019

METES AND BOUNDS DESCRIPTION
7.517 ACRES OUT OF
LOT 3, BLOCK 4,
A.J. MCCOLL SUBDIVISION
CITY OF MCALLEN
HIDALGO COUNTY, TEXAS

A tract of land containing 7.517 acres situated in the City of McAllen, Hidalgo County, Texas, being a part or portion out of Lot 3, Block 4, A.J. McCol Subdivision, according to the plat thereof recorded in Volume 21, Page 598, Hidalgo County Deed Records, which said 7.517-acre tract is out of a certain tract conveyed to South Padre Retail Center, LTD, by virtue of a General Warranty Deed with Vendor's Lien recorded under Document Number 1490742, Hidalgo County Official Records, said 7.517 acres also being more particularly described as follows:

COMMENCING at a No. 4 rebar found [Northing: 16610160.219, Easting: 1081670.151] on the Southwest corner of said Lot 3, Block 4;

THENENCE, S 81° 20' 43" E along the South line of said Lot 3, a distance of 70.00 feet to a No. 4 rebar set for the Southwest corner and POINT OF BEGINNING of this herein described tract;

1. THENENCE, N 08° 29' 34" E along the existing East right-of-way line of a certain right-of-way conveyed to the City of McAllen by virtue of a Special Warranty Deed recorded under Document Number 2473101, Hidalgo County Official Records, a distance of 627.10 feet to a No. 4 rebar set [Northing: 16610769.908, Easting: 1081831.969], for the Northwest corner of this tract;

2. THENENCE, S 81° 20' 43" E a distance of 522.10 feet to a No. 4 rebar set, for the Northeast corner of this tract;

3. THENENCE, S 08° 29' 34" W a distance of 627.10 feet to a No. 4 rebar set on the South line of said Lot 3, for the Southeast corner of this tract;

4. THENENCE, N 81° 20' 43" W along the South line of said Lot 3, a distance of 522.10 feet to the POINT OF BEGINNING and containing 7.517 acres of land, more or less.

I, FRED L. KURTH, A REGISTERED PROFESSIONAL LAND SURVEYOR DO HEREBY AFFIRM THAT THIS METES AND BOUNDS DESCRIPTION REPRESENTS THE RESULTS OF A SURVEY MADE ON THE GROUND ON 01/31/2019 UNDER MY DIRECTION AND SUPERVISION.

FRED L. KURTH, R.P.L.S. #4750

DATE: 2-25-19
## Certificate Of Completion

Envelop Id: 5449FFADCD2343E89D1D5F2BCB9A6794
Status: Completed
Subject: Please DocuSign: First Amendment-Nolana Villas-Buyer Sigend.pdf

Source Envelope:
- Document Pages: 6
- Certificate Pages: 4
- Signatures: 1
- Initials: 0
- Envelope Originator: Kelly Hawkins
- AutoNav: Enabled
- EnvelopeId Stamping: Enabled
- Time Zone: (UTC-08:00) Pacific Time (US & Canada)

### Record Tracking

Status: Original
Holder: Kelly Hawkins
Location: DocuSign

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- Signed using mobile

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### Payment Events

| Status | Timestamps |

### Electronic Record and Signature Disclosure
CONSUMER DISCLOSURE
From time to time, COMMERCIAL BUILDERS GROUP, LLC (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the ‘I agree’ button at the bottom of this document.

Getting paper copies
At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent
If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind
If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign ‘Withdraw Consent’ form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically
Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.
How to contact COMMERCIAL BUILDERS GROUP, LLC:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: KHawkins@cbgcre.com

To advise COMMERCIAL BUILDERS GROUP, LLC of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at KHawkins@cbgcre.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address.

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from COMMERCIAL BUILDERS GROUP, LLC
To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to KHawkins@cbgcre.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with COMMERCIAL BUILDERS GROUP, LLC

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

   i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

   ii. send us an e-mail to KHawkins@cbgcre.com and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process.

Required hardware and software

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**Enabled Security Settings:**

| Allow per session cookies |

**These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.**

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the ‘I agree’ button below.

By checking the ‘I agree’ box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify COMMERCIAL BUILDERS GROUP, LLC as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by COMMERCIAL BUILDERS GROUP, LLC during the course of my relationship with you.
CONTRACT RECEIPT AND RECEIPT OF DEPOSIT
AGREEMENT FOR SALE AND PURCHASE OF PROPERTY

EAST NOLANA AVENUE
MCALLEN, TEXAS 78501

This Receipt is to be attached to and made a part of the COMMERCIAL CONTRACT – UNIMPROVED PROPERTY between the following identified parties:

SELLER:   SOUTH PADRE RETAIL CENTER, LTD.

BUYER:    TGO NOLANA VILLAS 19, LP

CHICAGO TITLE OF TEXAS, LLC acknowledges its receipt of the sum of $36,000.00 in the form of a WIRE TRANSFER ON FEBRUARY 26, 2019; represents EARNEST MONEY and agrees in accordance with the terms of said Contract.

CHICAGO TITLE OF TEXAS, LLC

Date: February 28, 2019

By: ________________________________
    Erica Tomblin
    Senior Commercial Escrow Officer
    DOUG BECKER COMMERCIAL ESCROW UNIT
doug.becker@ctt.com
210-482-3560 phone

CHICAGO TITLE OF TEXAS, LLC
15727 Anthem Parkway, Suite 210
San Antonio, TX 78249
Commitment

COMMITMENT FOR TITLE INSURANCE (T-7)

Issued By: Chicago Title Insurance Company

Commitment Number: 4300111802179

THE FOLLOWING COMMITMENT FOR TITLE INSURANCE IS NOT VALID UNLESS YOUR NAME AND THE POLICY AMOUNT ARE SHOWN IN SCHEDULE A, AND OUR AUTHORIZED REPRESENTATIVE HAS COUNTERSIGNED BELOW.

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

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

Issued By:
Chicago Title of Texas, LLC

By: [Signature]
President

Attest: [Signature]
Secretary

CONDITIONS AND STIPULATIONS

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

2. Our liability is only to you, and others who are included in the definition of Insured in the Policy to be issued. Our liability is only for actual loss incurred in your reliance on this Commitment to comply with its requirements, or to acquire the interest in the land. Our liability is limited to the amount shown in Schedule A of this Commitment and will be subject to the following terms of the Policy: Insuring Provisions, Conditions and Stipulations, and Exclusions.
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: TGO Nolana Villas 19, LP
   b. TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE
      ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)
      Policy Amount: PROPOSED INSURED:
   c. LOAN POLICY OF TITLE INSURANCE (Form T-2)
      Policy Amount: PROPOSED INSURED: Proposed Borrower:
   d. TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)
      Policy Amount: PROPOSED INSURED: Proposed Borrower:
   e. LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)
      Policy Amount: PROPOSED INSURED: Proposed Borrower:
   f. OTHER
      Policy Amount: PROPOSED INSURED:

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

3. Record title to the land on the Effective Date appears to be vested in:
   South Padre Retail Center, Ltd., a Texas Limited Partnership

4. Legal description of land:
   7.517 ACRES OUT OF:
   The West 17.94 acres of Lot 3, Block 4, A.J. MCCOLL SUBDIVISION, Hidalgo County, Texas, as per map
   or plat thereof recorded in Volume 21, Page 598, Deed Records, Hidalgo County, Texas.

   SAVE AND EXCEPT a part or portion of a tract of land conveyed to the City of McAllen, a Municipal
   Corporation, recorded under Clerk’s File No. 2473101, Official Records, Hidalgo County, Texas.

   Company does not represent that the acreage and/or square footage calculations are correct.
SCHEDULE B
EXCEPTIONS FROM COVERAGE

Commitment No.: 4300111802179
GF No.: scf-48-4300111802179-DB

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):
   
   Item 1, Schedule B is hereby deleted.
   
2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.

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

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

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

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

7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Mortgagee Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)

8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage.
   (Applies to Mortgagee Policy (T-2) only.)

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

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

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

b. Those liens created at closing, if any, pursuant to lender instructions.

c. Rights of parties in possession.

d. Visible or apparent easement(s) and/or rights of way on, over, under or across the Land.

e. If any portion of the proposed loan and/or the Owner's Title Policy coverage amount includes funds for immediately contemplated improvements, the following exceptions will appear in Schedule B of any policy issued as indicated:

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

Owner Policy(ies) Only: Liability hereunder at the date hereof is limited to $0.00. Liability shall increase as contemplated improvements are made, so that any loss payable hereunder shall be limited to said sum plus the amount actually expended by the insured in improvements at the time the loss occurs. Any expenditures made for improvements, subsequent to the date of this policy, will be deemed made as of the date of this policy. In no event shall the liability of the Company hereunder exceed the face amount of this policy. Nothing contained in this paragraph shall be construed as limiting any exception or any printed provision of this policy.

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

f. The following exception will appear in any policy issued (other than the T-1R Residential Owner Policy of Title Insurance and the T-2R Short-Form Residential Mortgagee Policy) if the Company is not provided a survey of the Land, acceptable to the Company, for review at or prior to closing:

Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land.

g. Mineral and/or royalty grant and/or reservation in instruments) dated September 27, 1943, recorded in Volume 518, Page 457, Deed Records; and, dated July 22, 1968, recorded in Volume 1209, Page 100.
Deed Records, Hidalgo County, Texas. Title to the herein described mineral interests was not checked subsequent to the date(s) of the aforesaid instruments.

h. Oil, Gas and Mineral Lease(s) dated January 4, 1958, recorded in Volume 208, Page 541, and dated February 7, 1958, recorded in Volume 209, Page 530, Oil and Gas Records, and unitized in instrument dated February 13, 1958, recorded in Volume 210, Page 37, Oil and Gas Records, Hidalgo County, Texas. Title to the herein described mineral interest(s) was not checked subsequent to the date(s) of the aforesaid instrument(s).

i. Oil, Gas and Mineral Lease(s) dated January 25, 1934, recorded in Volume 28, Page 189, dated August 4, 1982, recorded in Volume 419, Page 814, dated August 4, 1982, recorded in Volume 419, Page 818, dated September 1, 1982, recorded in Volume 420, Page 231, dated September 14, 1982, recorded in Volume 424, Page 529, dated September 14, 1982, recorded in Volume 424, Page 533, and, dated April 8, 1983, recorded in Volume 427, Page 10, Oil and Gas Records, Hidalgo County, Texas. Title to the herein described mineral interest(s) was not checked subsequent to the date(s) of the aforesaid instrument(s).

j. Memorandum of Oil and Gas Lease dated October 12, 1982, recorded in Volume 421, Page 49, Oil and Gas Records, Hidalgo County, Texas. Title to the herein described mineral interest(s) was not checked subsequent to the date(s) of the aforesaid instrument(s).


m. Right of Way Dedication Deed dated December 6, 2013, recorded under Clerk's File No. 2473102, Official Records, Hidalgo County, Texas.

n. Easement, and/or other rights if any, claimed by Hidalgo County Irrigation District No. 2 as set forth in untitled document recorded in Volume 19, Page 289, Deed Records, Hidalgo County, Texas.

o. Easements, rules, regulations and rights in favor of HIDALGO COUNTY IRRIGATION DISTRICT NO. 2.

p. Easements and reservations as may appear upon the recorded map and dedication of said subdivision.
Your Policy will not cover loss, costs, attorneys' fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

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

2. Satisfactory evidence must be provided that:
   a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
   b. all standby fees, taxes, assessments and charges against the property have been paid,
   c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
   d. there is legal right of access to and from the land,
   e. (on a Mortgagee Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.

3. You must pay the seller or borrower the agreed amount for your property or interest.

4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.

5. Prior approval from Regional Underwriting must be obtained if the subject transaction involves the proposed issuance of (i) an Owner's Policy to a person or entity who purchased the subject property at a foreclosure sale, or (ii) a Loan Policy insuring a lien granted by such person or entity on the subject property.

6. Vendor's Lien retained in Deed dated June 15, 2005, from NATAN BAR-YARDIN, to SOUTH PADRE RETAIL CENTER, LTD., A TEXAS LIMITED PARTNERSHIP, recorded on June 30, 2005, under Clerk's File No. 1490742, Official Records, Hidalgo County, Texas, securing the payment of one certain promissory note of even date therewith in the original principal amount of $671,727.60, additionally secured by Deed of Trust of even date therewith executed by SOUTH PADRE RETAIL CENTER, LTD., A TEXAS LIMITED PARTNERSHIP, to R. FLINT BOURGEOIS, Trustee, recorded on June 30, 2005, under Clerk's File No. 1490743, Official Records, Hidalgo County, Texas, said Deed of Trust additionally securing payment of any other amounts payable under the terms thereof, payable as therein provided to the order of NATAN BAR-YARDIN.


7. EDWARDS ABSTRACT AND TITLE COMPANY searched its title plant for possible involuntary liens recorded against the names, SOUTH PADRE RETAIL CENTER, LTD., A TEXAS LIMITED PARTNERSHIP, and DWR DEVELOPMENT GROUP, LLC, and found none.
CHICAGO TITLE INSURANCE COMPANY

Commitment No.: 4300111802179

SCHEDULE D

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

1. The issuing Title Insurance Company, Chicago Title Insurance Company, is a corporation whose shareholders owning or controlling, directly or indirectly, 10% of said corporation, directors and officers are listed below:

   **Shareholders:** Fidelity National Title Group, Inc. which is owned 100% by FNTG Holdings, LLC which is owned 100% by Fidelity National Financial, Inc.

   **Directors:** Raymond Randall Quirk, Anthony John Park, Michael J. Nolan, Theodore L. Kessner, Edson N. Burton, Jr.

   **Officers:** Raymond Randall Quirk (President), Anthony John Park (Executive Vice President), Michael Louis Gravelle (Secretary), Daniel Kennedy Murphy (Treasurer)

2. The following disclosures are made by the Title Insurance Agent issuing this Commitment:

   Chicago Title of Texas, LLC

   (a) A listing of each shareholder, owner, partner, or other person having, owning or controlling one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium.

   **Owners:** FNTS Holdings, LLC owns 100% of Alamo Title Holding Company, which owns 100% of Chicago Title of Texas, LLC

   (b) A listing of each shareholder, owner, partner, or other person having, owning or controlling 10 percent (10%) or more of an entity that has, owns or controls one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium.

   **Owners:** FNTG Holdings, LLC owns 100% of FNTS Holdings, LLC

   (c) If the Agent is a corporation: (i) the name of each director of the Title Insurance Agent, and (ii) the names of the President, the Executive or Senior Vice-President, the Secretary and the Treasurer of the Title Insurance Agent.

   **Officers/Directors:** Raymond Randall Quirk (President), Michael Louis Gravelle (Corporate Secretary), Joseph William Grealish (Executive Vice President), Daniel Kennedy Murphy (Treasurer), John Tannous (President and County Manager), Gayle Brand (President and County Manager), Brian K. Baize (President and County Manager), Carlos E. Valdes (President and County Manager), Robert B. Kuhn (President and County Manager)

   (d) The name of any person who is not a full-time employee of the Title Insurance Agent and who receives any portion of the title insurance premium for services performed on behalf of the Title Insurance Agent in connection with the issuance of a title insurance form; and, the amount of premium that any such person shall receive.

   (e) For purposes of this paragraph 2, "having, owning or controlling" includes the right to receipt of a percentage of net income, gross income, or cash flow of the Agent or entity in the percentage stated in subparagraphs (a) or (b).

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

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

   | Owner's Policy | $8,141.00 |
   | Endorsement Charges | $2,035.25 |
   | **Total** | $10,176.25 |

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

   | Percent/Amount | To Whom | For Services |
   | 25 | Edwards Abstract and Title Co. | Title Evidence |

   *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.
Title insurance insures you against loss resulting from certain risks to your title.
The commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to completely understand it before your closing date.

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

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

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

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

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

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

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

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

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

—CONDITIONS are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.
TEXAS TITLE INSURANCE INFORMATION
(Continued)

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-800-442-7067 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

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

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

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

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

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.
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
FIDELITY NATIONAL FINANCIAL
PRIVACY NOTICE
Revised May 1, 2018

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF", "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

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

Personal Information. FNF may collect the following categories of Personal Information:
- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

Browsing Information. FNF may automatically collect the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or mobile device:
- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

How Personal Information is Collected
We may collect Personal Information about you from:
- information we receive from you on applications or other forms;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

How Browsing Information is Collected
If you visit or use an FNF Website, Browsing Information may be collected during your visit. Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics
Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to other websites. FNF is not responsible for the privacy practices or the content of any of those other websites. We advise you to read the privacy policy of every website you visit.
Use of Personal Information
FNF uses Personal Information for three main purposes:
• To provide products and services to you or in connection with a transaction involving you.
• To improve our products and services.
• To communicate with you about our, our affiliates', and third parties' products and services, jointly or independently.

When Information Is Disclosed
We may make disclosures of your Personal Information and Browsing Information in the following circumstances:
• to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
• to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
• to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
• to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
• in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.
The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Please see "Choices With Your Information" to learn the disclosures you can restrict.

Security of Your Information
We maintain physical, electronic, and procedural safeguards to guard your Personal Information. We limit access to nonpublic personal information about you to employees who need to know that information to do their job. When we provide Personal Information to others as discussed in this Privacy Notice, we expect that they process such information in compliance with our Privacy Notice and in compliance with applicable privacy laws.

Choices With Your Information
If you do not want FNF to share your information with our affiliates to directly market to you, you may send an "opt out" request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about you creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.
Information From Children
The FNF Websites are meant for adults and are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users
FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans
Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the “Service Websites”). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender’s privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender’s privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except (1) as required or authorized by contract with the mortgage loan servicer or lender, or (2) as required by law or in the good-faith belief that such disclosure is necessary to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

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By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The revised Privacy Notice, showing the new revision date, will be posted on the FNF Website. Each time you provide information to us following any amendment of this Privacy Notice, your provision of information to us will signify your assent to and acceptance of the terms of the revised Privacy Notice for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you submit to us in any manner that we may choose without notice or compensation to you.

Accessing and Correcting Information: Contact Us
If you have questions, would like to access or correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests via email to privacy@fnf.com, by phone to (888) 934-3354, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer
AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT  
(Exhibit D in 24 CFR §3500)

Date: April 15, 2019
To: South Padre Retail Center, Ltd.
Property: E. Nolana Ave., McAllen, TX 78501

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

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

<table>
<thead>
<tr>
<th>Settlement Service Provider</th>
<th>Type of Settlement Provided</th>
<th>Range of Charges:</th>
</tr>
</thead>
<tbody>
<tr>
<td>National TaxNet</td>
<td>Tax Information</td>
<td>$22.50 to $80 including sales tax and $5 for each additional parcel over 3 parcels</td>
</tr>
</tbody>
</table>

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

Acknowledgment

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

__________________________

__________________________
# Multiple Site Information Form

This exhibit is required if a development site is assembled by aggregating noncontiguous tracts conveyed by one contract, or tracts conveyed by more than one contract whether contiguous or not. For each contract, list the address, legal description and acreage of each tract. The sum of the acreages must equal or exceed the acreage of the corresponding site plan(s) before dedications and other foreseeable reductions. Provide a reconciliation of any discrepancy (dedications, takings, reserves for other uses, etc.).

Behind this form, provide a plat of the acquisitions that correspond to each distinct development site. The plat should state the dimensions of each tract, identify the address, legal description and acreage. If development site boundaries do not match the boundaries on the consolidated acquisition plat(s), provide an overlay plat or other reconciliation.

## Form Instructions

- If a revised form is submitted, date of submission:

### Form Content

<table>
<thead>
<tr>
<th>Contract Number</th>
<th>Census Tract</th>
<th>Acreage</th>
<th>Date of Sale</th>
</tr>
</thead>
<tbody>
<tr>
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<table>
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<tr>
<th>Street Address</th>
<th>City</th>
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<tr>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Contact Name for Seller</th>
<th>Name of Seller Entity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Only list if owner has owned &lt;36 mos.</td>
<td>Only list if owner has owned &lt;36 mos.</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>
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<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Seller Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

### Questionnaire

- Did the seller acquire the property through foreclosure or deed in lieu of foreclosure?  
- Is the seller affiliated with the Applicant, Principal, sponsor, or Development Team?  
  - If yes above, describe relationship:  

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

    | Address | Abbreviated Legal | Acres |
    |---------|-------------------|-------|
    | a.      |                   |       |
    | b.      |                   |       |
    | c.      |                   |       |

### Form Continuation

<table>
<thead>
<tr>
<th>Contract Number</th>
<th>Census Tract</th>
<th>Acreage</th>
<th>Date of Sale</th>
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<tbody>
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</table>

<table>
<thead>
<tr>
<th>Street Address</th>
<th>City</th>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Contact Name for Seller</th>
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</tr>
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<tbody>
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</tbody>
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<tr>
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<th>Name of Previous Seller Entity</th>
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<tr>
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</table>

<table>
<thead>
<tr>
<th>Seller Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
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</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

### Additional Information

- Contact Name for Previous Seller  
- Name of Previous Seller Entity  
- Did the seller acquire the property through foreclosure or deed in lieu of foreclosure?  
- Is the seller affiliated with the Applicant, Principal, sponsor, or Development Team?  
  - If yes above, describe relationship:  

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

    | Address | Abbreviated Legal | Acres |
    |---------|-------------------|-------|
    | a.      |                   |       |
    | b.      |                   |       |
    | c.      |                   |       |

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2/28/2019
### Census Tract Acreage Date of Sale

<table>
<thead>
<tr>
<th>Street Address</th>
<th>City</th>
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<tbody>
<tr>
<td>Contact Name for Seller</td>
<td>Name of Seller Entity</td>
</tr>
<tr>
<td>Contact Name for Previous Seller</td>
<td>Name of Previous Seller Entity</td>
</tr>
<tr>
<td>Seller Address</td>
<td>City</td>
</tr>
</tbody>
</table>

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

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

If yes above, describe relationship:

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

| a. Address | Abbreviated Legal | Acres |
| b. Address | Abbreviated Legal | Acres |
| c. Address | Abbreviated Legal | Acres |

### Contract Number

<table>
<thead>
<tr>
<th>Census Tract</th>
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</thead>
<tbody>
<tr>
<td>Street Address</td>
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<td></td>
</tr>
<tr>
<td>Seller Address</td>
<td>City</td>
<td>State</td>
</tr>
</tbody>
</table>

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

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

If yes above, describe relationship:

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

<p>| a. Address | Abbreviated Legal | Acres |
| b. Address | Abbreviated Legal | Acres |
| c. Address | Abbreviated Legal | Acres |</p>
<table>
<thead>
<tr>
<th>Contract Number</th>
<th>Census Tract</th>
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</table>

**Street Address**

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<tbody>
<tr>
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**Seller Address**

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<th>City</th>
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<th>Zip</th>
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</table>

- **Did the seller acquire the property through foreclosure or deed in lieu of foreclosure?**
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- **If yes above, describe relationship:**

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

<table>
<thead>
<tr>
<th>Address</th>
<th>Abbreviated Legal</th>
<th>Acres</th>
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<td>b.</td>
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<td>c.</td>
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</table>

- **If a revised form is submitted, date of submission:**

(Rows 135-433 are hidden. Unhide to use additional cells; items beyond the number provided can be created by using the copy/paste function below the available tables.)
## Elected Officials

- **X** Elected officials *were identified in the Pre-Application*, and there have been no changes. (If box above is checked, the rest of the form may be left **BLANK**.)
- [ ] Elected officials have *changed since the Pre-Application was submitted*, and information regarding notifications or re-notifications is entered below.
- **No Pre-Application was submitted.**

Please identify all elected officials which represent the Development Site.

**US Representative**

- **District**

**State Senator**

- **District**

**Support Letter**

**City Mayor**

**County Judge**

**School Superintendent**

- **District Name**

- **Email**

- **Address**

- **City**

- **Zip**

**Presiding officer of Board of Trustees**

- **Email**

- **Address**

- **City**

- **Zip**

<table>
<thead>
<tr>
<th><strong>County Commissioner</strong></th>
<th><strong>District/Precinct</strong></th>
<th><strong>Email or Phone</strong></th>
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2/28/2019
<table>
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<th>City Council Member</th>
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<th>Email or Phone</th>
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</tbody>
</table>
Organizations were identified in the Pre-Application, and there have been no changes. (If above is checked, the rest of the form may be left BLANK)

Organizations have changed since the Pre-Application was submitted, and information regarding notifications or re-notifications is entered below.

No Pre-Application was submitted.

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.

<table>
<thead>
<tr>
<th>1.</th>
<th>Name of Organization</th>
<th>Contact Name</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Address</td>
<td>City</td>
</tr>
<tr>
<td></td>
<td>Zip</td>
<td>Phone</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Fax or Email</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2.</th>
<th>Name of Organization</th>
<th>Contact Name</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Address</td>
<td>City</td>
</tr>
<tr>
<td></td>
<td>Zip</td>
<td>Phone</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Fax or Email</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3.</th>
<th>Name of Organization</th>
<th>Contact Name</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Address</td>
<td>City</td>
</tr>
<tr>
<td></td>
<td>Zip</td>
<td>Phone</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Fax or Email</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>4.</th>
<th>Name of Organization</th>
<th>Contact Name</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Address</td>
<td>City</td>
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<tr>
<td></td>
<td>Zip</td>
<td>Phone</td>
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<td>Fax or Email</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>5.</th>
<th>Name of Organization</th>
<th>Contact Name</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Address</td>
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<td>Phone</td>
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<td>Fax or Email</td>
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<td></td>
<td>Name of Organization</td>
<td>Contact Name</td>
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<td>11</td>
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</tbody>
</table>
CERTIFICATION OF NOTIFICATIONS (ALL PROGRAMS)

Pursuant to 10 TAC §11.203 of the Qualified Allocation Plan, evidence of notifications includes this sworn affidavit, and the Elected Officials and Neighborhood Organizations Forms. All Applicants must complete Parts 1 through 4 below:

Part 1. Notifications made at Pre-Application (Competitive HTC only):

I (We) certify that the pre-application included evidence of these notifications pursuant to 10 TAC §11.203, the pre-application met all threshold requirements, and no additional notifications were required with this full Application.

Re-notifications made at Application (Competitive HTC only):

I (We) certify that the pre-application for this full Application met all threshold requirements, but all required entities were re-notified as required by 10 TAC §11.203.

Notifications made at Application:

- No pre-application was submitted, and I (We) certify that the all required entities were notified as required by 10 TAC §11.203.
- One or more persons holding a position or role described changed between the submission of the pre-application and the Application, and I (We) certify that the new person(s) was notified as required by 10 TAC §11.203.
- As applicable, all re-notifications or notifications made at Application are indicated in the Application on the Elected Officials and/or Neighborhood Organizations Form(s).

Notifications made at Pre-Application (Competitive HTC only):

I (We) certify that the pre-application included evidence of these notifications pursuant to 10 TAC §11.203, the pre-application met all threshold requirements, and no additional notifications were required with this full Application.

Notifications made at Application:

- I (We) certify that the pre-application for this full Application met all threshold requirements, but all required entities were re-notified as required by 10 TAC §11.203.
- One or more persons holding a position or role described changed between the submission of the pre-application and the Application, and I (We) certify that the new person(s) was notified as required by 10 TAC §11.203.
- As applicable, all re-notifications or notifications made at Application are indicated in the Application on the Elected Officials and/or Neighborhood Organizations Form(s).

Notifications - Form and Content:

- I (we) certify that the notifications are not older than 3 months from the first day of the Application Acceptance Period for Competitive HTC Applications and not older than three (3) months prior to the date Parts 5 and 6 of the Application are submitted for Tax Exempt Bond Developments, and not older than three (3) months prior to the date the Application is submitted for all other Applications.
- I (we) certify that the notifications do not contain any false or misleading statements. Without limiting the generality of the foregoing, the notification does not create the impression that the proposed Development will serve a Target Population exclusively or as a preference without such targeting or preference being documented in the Application and is or will be in full compliance with all applicable state and federal laws, including state and federal fair housing laws.
- I (we) certify that the notifications or any other communications do not contain any statement that violates Department rules, statute, code, or federal requirements.
- I (We) certify that, in addition to all of the required neighborhood organizations, the following entities were notified in accordance with 10 TAC §11.203. 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;
  - Presiding officer of the Governing Body of any municipality containing the Development;
  - All elected members of the Governing Body of the county containing the Development;
  - All elected members of the Governing Body of the county containing the Development;
  - State senator of the district containing the Development; and
  - State representative of the district containing the Development.
- While not required to be submitted in this Application, I have kept evidence of all notifications made and this evidence may be requested by the Department at any time during the Application review.

Part 3. Neighborhood Organizations (competitive HTC only):

Pursuant to 10 TAC §11.203, I (We) certify that a reasonable search for applicable entities has been conducted and all Neighborhood Organizations for which this Application would be eligible to receive points under 10 TAC §11.9(d)(4) of the QAP or for which notification is required have been listed in the pre-application and/or the Application.

Certify on next page
CERTIFICATION OF NOTIFICATIONS (continued)

Part 4. Certification

By: [Signature]

Signature of Applicant/Development Owner

Steve Lollis, Authorized Representative

Printed Name

TEXAS

Notary Public, State of

03/08/2020

My Commission expires

HARRIS

County of

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that name is signed to the foregoing statement, and who is known to be one in the same, has acknowledged before me on this date, that being informed of the contents of this statement, executed the same voluntarily on the date same foregoing statement bears.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 28th day of February, 2019

[Notary Public Signature]

[Notary Seal]

2/27/2019
# Development Narrative

## 1. The proposed Development is: (Check all that apply)

- **New Construction**
- **Reconstruction**

   Previous TDHCA # N/A

   If Acquisition/Rehab or Rehab, original construction year: N/A

   If Reconstruction, Units Demolished N/A

   Units Reconstructed N/A

   NOTE: Definition of "Adaptive Reuse" has changed. Review 10 TAC §11.1(d)(1) to ensure compliance.

## 2. The Target Population will be:

<table>
<thead>
<tr>
<th>General</th>
</tr>
</thead>
</table>
| If Elderly is selected (10 TAC §11.1(d)(47)):

- Development meets the requirements of the Housing for Older Persons Act under the Fair Housing Act.
- Development receives federal funding that has a requirement for a preference or limitation for elderly persons or households, but must accept qualified households with children.

   Selection is based on funding from (select from list):

   - n/a
   - X

   NOTE: Definition of "Elderly Development" has changed. Review 10 TAC §11.1(d)(47) to ensure compliance.

## 3. Staff Determinations regarding definitions of development activity obtained?

- n/a

   If a determination under 10 TAC §11.1(k) was made prior to Application submission, provide a copy of such determination behind this tab.

## 4. Narrative

- X The Development will not provide continual or frequent nursing, medical or psychiatric services to the residents.
- X The Development does not provide continual or frequent nursing, medical or psychiatric services to the residents.

   - The Development does not violate the general public use requirement of Treasury Regulation §1.42-9 regarding units for use by the general public.
   - The Development does not violate TR 1.42-9 and the Application includes a private letter ruling ("PLR").
   - Development financing includes a funding source that specifically allows for the intended Target Population. A copy of that funding sources’ authority to target the intended population is included behind this tab.

- X Development does not violate the Department’s Integrated Housing Rule under 10 TAC §1.15 regarding restricting occupancy to persons with disabilities or in combination with other populations with special needs.

   Briefly describe the proposed Development, including any relevant information not already identified above. If Adaptive Reuse, Additional Phase, or Scattered Site, or if any of the three main boxes above are not checked, include detailed information below.

   Nolana Villas is a proposed apartment community that will consist of 124-units. Nolana Villas will be located on land in McAllen TX that is primarily zone for multifamily use. A small portion of the Development Site is zoned C-3 (General Business). We have requested the rezoning and feel confident in its approval. Nolana Villas is intended to serve individuals and family residents earning between 30%-60% of the area median income. The Development Site is zoned to highly rated ES, MS and HS. The Development Site is also centrally located in McAllen rich in amenities. There are no family developments in the census tract or within any of the contiguous census tracts.
5. **Funding Request:**

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

<table>
<thead>
<tr>
<th>Department Funds applying for with this Application</th>
<th>Requested Amount</th>
<th>If funds will be in the form of a Direct Loan by the Department or for Private Activity Bonds, the terms will be:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Multifamily Direct Loan: Const. to Perm (Repayable)</td>
<td></td>
<td>Interest Rate (%)</td>
</tr>
<tr>
<td>Multifamily Direct Loan: Construction Only (Repayable)</td>
<td></td>
<td>0.00%</td>
</tr>
<tr>
<td>Multifamily Direct Loan: Const. to Perm. (Soft Repayable)</td>
<td></td>
<td>0.00%</td>
</tr>
<tr>
<td>CHDO Operating Expenses Grant</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Housing Tax Credits</td>
<td>$ 1,500,000</td>
<td></td>
</tr>
<tr>
<td>Private Activity Mortgage Revenue</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

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

<table>
<thead>
<tr>
<th>At-Risk</th>
<th>Nonprofit</th>
<th>USDA</th>
<th>CHDO</th>
<th>SH/SR</th>
<th>Preservation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Competitive HTC Only</td>
<td>Multifamily Direct Loan Only</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

By selecting the set-aside above, I, individually or as the general partner(s) or officers of the Applicant entity, confirm that I (we) are applying for the above-stated Set-Aside(s) and Allocations. To the best of my (our) knowledge and belief, the Applicant entity has met the requirements that make this Application eligible for this (these) Set-Aside(s) and Allocations and will adhere to all requirements and eligibility standards for the selected Set-Aside(s) and Allocations.

7. **Previously Awarded State and Federal Funding**

Has this site/activity previously applied for TDHCA funds? No

Has this site/activity previously received TDHCA funds? No

If "Yes" Enter Project Number: N/A and TDHCA funding source: N/A

Has this site/activity previously received non-TDHCA federal funding? No

If yes, source: N/A

Will this site/activity receive non-TDHCA federal funding for costs described in this Application? No

8. **Qualified Low Income Housing Development Election (HTC Applications only)**

Pursuant to §42(g)(1)(A) - (C), the term “qualified low income housing development” means any project for 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.
- Applicant elects to use the Average Income for the Development.

If a revised form is submitted, date of submission: 
Development Activities I

1. **Common Amenities (ALL Multifamily Applications) [10 TAC §11.101(b)(5)]**

<table>
<thead>
<tr>
<th># of Units</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>124</td>
<td>14</td>
</tr>
</tbody>
</table>

- Development will provide sufficient common amenities to qualify for the number of points indicated above, pursuant to 10 TAC §11.101(b)(5). Applications for scattered site developments should refer to 10 TAC §11.101(b)(5)(B).

2. **Unit Requirements (ALL Multifamily Applications) [10 TAC §11.101(b)(6)(A) and (B)]**

   A. **Unit Sizes**

   - Development is New Construction or Reconstruction and will meet the minimum Unit Size requirements:

     | Bedroom Size | Square Footage |
     |--------------|----------------|
     | 0            | 500            |
     | 1            | 600            |
     | 2            | 800            |
     | 3            | 1,000          |
     | 4            | 1,200          |

   - **OR:** Development is proposing Rehabilitation (excluding Reconstruction) or Supportive Housing, and is not required to meet the size requirements above.

   B. **Unit Amenities (For Competitive HTC Applications, see Tab 19 for Unit and Development Features scoring)**

   - Application is a **Tax Exempt Bond Development** and will meet a minimum of nine (9) points as outlined in 10 TAC §11.101(b)(6)(B).
   - Application is **Direct Loan not layered with Housing Tax Credits** and will meet a minimum of four (4) points as outlined in 10 TAC §11.101(b)(6)(B).
   - **Rehabilitation Developments and Supportive Housing Developments will start with a base score of five (5) points.**

3. **Resident Supportive Services (For Competitive HTC Applications and Direct Loan Applications seeking to qualify for points under 10 TAC §13.6, see Tab 19 for Tenant Services scoring elections)**

   - Application is a **Tax Exempt Bond Development** and will meet a minimum of eight (8) points as outlined in 10 TAC §11.101(b)(7).
   - Application is **Direct Loan not layered with Housing Tax Credits** and will meet a minimum four (4) points as outlined in 10 TAC §11.101(b)(7).

4. **Development Accessibility Requirements (ALL Multifamily Applications) [10 TAC §1.207]; [10 TAC §11.101(b)(8)]**

   - Development will meet all specifications and accessibility requirements reflected in the Certification of Development Owner form pursuant to 10 TAC §11.101(b)(8).

   - **Yes** All Units accessed by the ground floor or by elevator (“affected units”) comply with the visitability requirements in clauses (i) – (iii) of 10 TAC §11.101(b)(8)(B).

   - Development has a minimum of 5% of all units in the development set aside for the mobility impaired and an additional 2% set aside for the hearing and/or visually impaired.

   Regardless of building type, **All** Units accessed by the ground floor or by elevator (“affected units”) must comply with the visitability requirements in clauses (i) – (iii) of 10 TAC §11.101(b)(8)(B).
Development Activities II

1. Size and Quality of Units (Competitive HTC Applications only) [10 TAC §11.9(b)(1)]

<table>
<thead>
<tr>
<th>Bedroom Size</th>
<th>0</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Square Footage</td>
<td>550</td>
<td>650</td>
<td>850</td>
<td>1,050</td>
<td>1,250</td>
</tr>
</tbody>
</table>

- Development is Rehabilitation (excluding Reconstruction), Supportive Housing, or USDA financed; OR meets the minimum size requirements below:
  - Points claimed: 6
- Specific amenities and quality features will be provided in every Unit at no extra charge to the resident; Development will maintain the points selected and associated with those amenities as outlined in 10 TAC §11.101(b)(6)(8).
  - Points claimed: 9

*Direct Loan applicants proposing new construction or rehabilitation should be prepared to comply with requirements of 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 Residents and Tiebreaker (Direct Loan Applications only) [10 TAC §13.6(5)]

- At least 20 percent of all low-income Units at 30% or less of AMGI*
  - Direct Loan Points: 0
- At least 10 percent of all low-income Units at 30% or less of AMGI or, for a Development located in a Rural Area, 7.5 percent of all low-income Units at 30% or
  - Direct Loan Points: 0
- At least 5 percent of all low-income Units at 30% or less of AMGI*
  - Direct Loan Points: 0

*Applicants electing to restrict units at 30% AMGI for Competitive HTC purposes may not count those same units for scoring points under §13.6(5). However, 50% AMGI and 60% AMGI units that are layered with 30% AMGI units for Direct Loan purposes may count for point scoring under §13.6(5). Points claimed here will not appear on the Self Score tab.*

3. Income Levels of Residents (Competitive HTC Applications only) [10 TAC §11.9(c)(1)]

- Application proposes to use the 20-50 or 40-60 election under §42(g)(1)(A) or §42(g)(1)(B) of the Code, respectively.
  - 32 Total Number of Units at 50% or less of AMGI
  - 11 Number of 30% Units used to score points under §11.9(c)(2)*
  - 0 Number of 30% Units used under §11.4(c)(3)(D) regarding an Increase in Eligible Basis (30% boost)
  - 21 Number of Units at 50% or less of AMGI available to use for points under §11.9(c)(1)
  - 20.19% Percentage used for calculation of eligible points under §11.9(c)(1)

- Development located in Non-Rural Area of Dallas, Fort Worth, Houston, San Antonio or Austin MSA; or
  - 0
- Development proposed in all other areas.
  - 16

*Applicants electing the 30% boost for additional 30% units are advised to ensure the units used to support the boost are not included in the units needed to achieve the Application's scoring elections.

OR

- Application proposes to use the Average Income election under §42(g)(1)(C) of the Code, and
  - Development located in Non-Rural Area of Dallas, Fort Worth, Houston, San Antonio or Austin MSA
    - The Average Income for the proposed Development will be 54% or lower (16 points).
    - The Average Income for the proposed Development will be 55% or lower (14 points).
    - The Average Income for the proposed Development will be 56% or lower (12 points).
  - Development proposed in all other areas.
    - The Average Income for the proposed Development will be 55% or lower (16 points).
    - The Average Income for the proposed Development will be 56% or lower (14 points).
    - The Average Income for the proposed Development will be 57% or lower (12 points).

Application is seeking points for Income Levels of Residents.

Points Claimed: 16

2/28/2019
4. **Rent Levels of Residents (Competitive HTC Applications only) [§11.9(c)(2)]**

Mark only one box below:

- [ ] At least 20% (less Units used for eligibility for boost) of all low-income Units are restricted at 30% or less of AMGI; development is Supportive Housing proposed by a Qualified Nonprofit Organization.
- [X] 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

Application is seeking points for Rent Levels of Residents. Points Claimed: **11**

5. **Resident 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 §11.101(b)(7) and those services will be recorded in the Development's LURA.

- [ ] Supportive Housing Development proposed by a Qualified Nonprofit
- [X] All other Developments.
- [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.

Application is seeking points for Income level of Tenants. Points Claimed: **10**

6. **Tenant Populations with Special Housing Needs (Competitive HTC, MFDL, and Section 811 Applications) [§11.9(c)(6); §13.6(6)]**

A HTC and MFDL Applicants pursuing these points must try to score first under item B below by committing an Existing Development, and then under item C below by committing the proposed Development. Only if an HTC Applicant or Affiliate cannot meet the requirements of subparagraphs (B) or (C) may an HTC Application qualify for points under subparagraph (D). MFDL Applications that are not layered with 2019 9% HTC cannot elect to score points under subparagraph (D).

<table>
<thead>
<tr>
<th>Existing Development Name: Orchard Estates</th>
<th>TDHCA #: 14177</th>
</tr>
</thead>
<tbody>
<tr>
<td>[X] Attached behind this tab is the executed Certification for Section 811 PRA Program Participation. OR</td>
<td></td>
</tr>
</tbody>
</table>

B [X] Applicant or Affiliate Owns or Controls an Existing Development that is included on the List of Qualified Existing Developments for Participation in the Section 811 PRA Program (See 10 TAC §8.3 and 10 TAC 8.4)

C If not scoring under B above, Applicant or Affiliate is committing at least 10 Units in the proposed Development for participation in the Section 811 PRA Program

To establish its lack of legal authority where an Applicant Owns or Controls an Existing Development that otherwise meets the criteria established by 10 TAC §11.9(c)(6)(B), the Application must include the information as described in clauses (i) – (iii) of that subparagraph in the Section 811 PRA Program Supplement Packet.

The packet must be uploaded along with but separate from the Application.

D [ ] Applicant or Affiliate has attached behind this tab an explanation and documentation regarding the Applicant's or Affiliate's lack of Ownership interest or Control of any Existing Development that is included on the List of Qualified Existing Developments for Multifamily Programs; AND

[ ] Attached behind this tab is the executed Certification for Section 811 PRA Program Participation. OR

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. The Department will require an initial minimum twelve-month period during which Units must either be occupied by Persons with Special Needs or held vacant, unless the units receive HOME funds from any source.

[ ] Applicant or Affiliate has attached behind this tab an explanation and documentation regarding the Applicant's or Affiliate's lack of Ownership interest or Control of any Existing Development that is included on the List of Qualified Existing Developments for Multifamily Programs; and the Development applying for funding has a disqualifying factor described below:
Mark **any** of the following factors that disqualify the development applying for funding from participating in the Section 811 PRA Program and provide documentation supporting the selection:

- The Development is not proposing to use and previously did not use federal funding (such as HOME or CDBG funds), and the Development was originally constructed before 1978;
- Development only has units available that have existing or proposed project-based rental or long-term operating assistance that will be in effect when the property is operating or within six months of receiving Section 811 PRA Program assistance;
- Development only has units available that are restricted for persons with disabilities. A Development having a preference for Persons with Disabilities or a use restriction for Special Needs Populations is not a disqualifying factor for purposes of this scoring item.
- Development only has units with an existing or proposed 62 or more age restriction.
- Development is not located in Austin-Round Rock MSA, Brownsville-Harlingen MSA, Corpus Christi MSA, Dallas-Fort Worth-Arlington MSA, El Paso MSA, Houston-The Woodlands-Sugar Land MSA, McAllen-Edinburg-Mission MSA, or San Antonio-New Braunfels MSA.
- The Development is a new construction project and located in the mapped 500-year floodplain or in the 100-year floodplain according to FEMA’s most current Flood Insurance Rate Maps.
- The Development is located in a coastal high hazard area (V Zone) or regulatory floodway.
- Other disqualifying factor (please explain)

<table>
<thead>
<tr>
<th>Application is seeking points for Tenant Populations.</th>
<th>Points Claimed</th>
</tr>
</thead>
<tbody>
<tr>
<td>7 Pre-Application Participation (Competitive HTC Applications only) [§11.9(e)(3)]</td>
<td>2</td>
</tr>
<tr>
<td>X Development is requesting Pre-Application Points.</td>
<td>6</td>
</tr>
<tr>
<td>8 Extended Affordability (Competitive HTC Applications only) [§11.9(e)(5)]</td>
<td>2</td>
</tr>
<tr>
<td>X Development will maintain a 35 year Affordability Period.</td>
<td>2</td>
</tr>
<tr>
<td>9 Historic Preservation (Competitive HTC Applications only) [§11.9(e)(6)]</td>
<td>2</td>
</tr>
<tr>
<td>X Application requests points for Historic Preservation.</td>
<td>6</td>
</tr>
<tr>
<td>X Application contains a letter from the Texas Historical Commission (THC) determining preliminary eligibility for federal or state historic (rehabilitation) tax credits.</td>
<td>2</td>
</tr>
<tr>
<td>X 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.</td>
<td>2</td>
</tr>
<tr>
<td>X Development will be able to document receipt of historic tax credits by the time Forms 8609 are issued.</td>
<td>2</td>
</tr>
<tr>
<td>X At least 75% of the residential units will be within the Certified Historic Structure.</td>
<td>2</td>
</tr>
<tr>
<td>Attached behind this tab are the THC letter and other documentation described above.</td>
<td>2</td>
</tr>
<tr>
<td>10 Right of First Refusal (Competitive HTC Applications only) [§11.9(e)(7)]</td>
<td>1</td>
</tr>
<tr>
<td>X Development Owner agrees to provide a Right of First Refusal to purchase the Development upon or following the end of the Compliance Period.</td>
<td>1</td>
</tr>
<tr>
<td>11 Funding Request Amount (Competitive HTC Applications only) [§11.9(e)(8)]</td>
<td>1</td>
</tr>
<tr>
<td>X Application reflects funding request for no more than 100% of the amount available in the subregion or set-aside as of 12/3/2018.</td>
<td>1</td>
</tr>
</tbody>
</table>
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, for a TDHCA approved Existing Development, or if authorized by TDHCA, for the 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, all marketing materials generated, including pictures and unit features, at the time the Owner Participation Agreement is signed and returned to TDHCA 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) understand, that even though the Owner or the Owner of the Existing Development will be required to execute an Owner Participation Agreement, TDHCA may never require the Development to execute a RAC and therefore the Development may not be required to serve Section 811 PRA tenants.

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 Development or the Development proposed in the Application 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, and expenses 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 its decision concerning this application involving Section 811 PRA funds or the use of information concerning the 811 PRA Program.
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 receive 811 PRA funds or until any issue of restitution is resolved.

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) will at all times indemnify and hold the TDHCA harmless against all losses, costs, damages, expenses, and liabilities of any nature directly or indirectly resulting from, 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) have written below the name of the individual(s) 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(s) 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 TDHCA approved Existing Development, or if allowed by TDHCA in writing, the Development referenced in this Application is or will be in compliance and that during the term of the Section 811 Participation Agreement and/or RAC the Applicant will respond to all requests for compliance deficiency resolution within the timeframes mandated by the Texas Administrative Code Rules at 10 TAC Chapters 1, 2, 8, 10, and 11, or other requirements associated with the satisfactory provision of a unit as required by the 811 PRA program.
Federal Cross-Cutting Certifications

The Federal Cross-Cutting Certifications that apply to the Development identified to receive the 811 PRA assistance include but are not limited to:

**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.

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 the Development identified to receive the 811 PRA assistance must adhere to the TDHCA’s Integrated Housing Rule at 10 TAC §1.15, 10 TAC Chapter 8 and Exhibit 5 of the Section 811 PRA Cooperative Agreement § PRA.305.

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 income through the use of Enterprise Income Verification (EIV), pursuant to 24 CFR §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;

(2) 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;

(3) 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;

4) complying with protections for victims of domestic violence, dating violence, sexual assault, or stalking, pursuant to 24 CFR Part 5, Subpart L; and

(5) complying with all other applicable requirements, including but not limited to the RAC, Project Rental Assistance Program Guidelines, 10 TAC Chapters 1, 2, 8, 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 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, if applicable. 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 exclusively 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 may be 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 all unit vacancies until all Section 811 PRA units are occupied. I (We) certify that, after a RAC is executed, any available units of a type identified in the RAC 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 approved by TDHCA. TDHCA will consider lease addendums on a case by case basis and may opt to request approval from HUD. 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 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 or will be 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, and that requests for payment will be made from this System within 60 calendar days of a tenant’s initial move in date. 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 calendar days prior to property implementation; additionally, upon request TDHCA will receive copies of tenant re-certifications completed by property staff.

I (We) certify that TDHCA will receive upon request any notices advising of property or resident rental increases.

I (We) certify that a copy of the Development’s property management plan, tenant selection criteria (or plan) and Affirmative Fair Housing Marketing plan will be provided to and discussed with onsite Development staff.
By: ____________________________
Signature of Authorized Representative

Steve Lollus
Printed Name

Authorized Representative

Title

2/28/2019

Date

The State of Texas

COUNTY OF HARRIS

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, 2019

(Seal)

Notary Public Signature

DANIELA MEDINA
Notary Public, State of Texas
Comm. Expires 03-08-2020
Notary ID 130571843

Page 38
December 17, 2018
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 2019 Qualified Allocation Plan.

   **PART A: DOCUMENTATION MUST SHOW THAT THE SUBSIDY OR BENEFIT IS FROM ONE OF THE FOLLOWING APPROVED PROGRAMS (mark all that apply):**

   - Section 514, 515, and 516, Housing Act of 1949 (42 U.S.C. Sections 1484, 1485 and 1486)
   - Section 101, Housing and Urban Development Act of 1965 (12 U.S.C. Section 1701s)
   - Section 236, National Housing Act (12 U.S.C. Section 1715z-1)
   - Section 202, Housing Act of 1959 (12 U.S.C. Section 1701q)
   - Section 42, of the Internal Revenue Code of 1986 (26 U.S.C. Section 42)
   - Section 202, National Housing Act (12 U.S.C. Section 1715z-1)
   - Section 236, National Housing Act (12 U.S.C. Section 1715z-1)
   - Section 236, National Housing Act (12 U.S.C. Section 1715z-1)
   - Section 101, Housing and Urban Development Act of 1965 (12 U.S.C. Section 1701s)
   - 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, 2019). See §11.5(3)(E) and (F) of the 2019 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, 2019), **AND** the mortgage is eligible for prepayment or has been prepaid.

   **PART B: DOCUMENTATION MUST SHOW THAT THE APPLICATION PROPOSES TO REHABILITATE OR RECONSTRUCT HOUSING UNITS THAT:**

   - Are owned by a public housing authority or a public facility corporation created by a public housing authority under Chapter 303, Local Government Code and receive assistance under Section 9, United States Housing Act of 1937 (42 U.S.C. Section 1437g); **OR**
   - Received assistance under Section 9, United States Housing Act of 1937 (42 U.S.C. Section 1437g) **AND**
   - Are proposed to be disposed of or demolished by a public housing authority or a public facility corporation created by a public housing authority under Chapter 303, Local Government Code; **OR**
   - Were disposed of or demolished within the 2 years preceding the application by a public housing authority or a public facility corporation created by a public housing authority under Chapter 303, Local Government Code; **OR**
   - Receive assistance or will receive assistance through the Rental Assistance Demonstration (RAD) program of HUD as specified by the Consolidated and Further Continuing Appropriations Act of 2012 (Pub. L. No. 112-55) and its subsequent amendments, if the application for assistance through RAD is included in the applicable public housing authority’s plan that was most recently approved by HUD as specified by 24 C.F.R. Section 903.23.

   **PART C: THE APPLICATION PROPOSES RELOCATION OF EXISTING UNITS IN AN OTHERWISE QUALIFYING AT-RISK DEVELOPMENT AND DOCUMENTATION MUST SHOW THAT:**

   - The affordability restrictions and any At-Risk eligible subsidies are approved to be transferred with the Units proposed for Rehabilitation or Reconstruction prior to the tax credit Carryover deadline; **AND**
   - The Application proposes the same number of restricted units; **AND EITHER**
At-Risk Set-Aside (continued)

- 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)(7) related to Concerted Revitalization Plans.

**PART D: REGULATORY BARRIERS NECESSITATE ELIMINATION OF ALL OR A PORTION OF THE FINANCIAL BENEFIT FOR THE DEVELOPMENT, AND:**

- Evidence of the legal requirements that will unambiguously cause the loss of affordability is included.
- Development qualifies under §2306.6702(a)(5)(B); AND
- No less than 25 percent of the proposed Units are public housing units supported by public housing operating subsidy, AND
- Less than 100 percent of the public housing benefits are being transferred to the proposed Development and the Application includes an explanation of the disposition of the remaining public housing benefits along with a copy of the HUD-approved plan for demolition and disposition.

**PART E: THE PROPOSED DEVELOPMENT IS ELIGIBLE TO REQUEST A QUALIFIED CONTRACT UNDER §42, AND THE APPLICATION INCLUDES:**

- A copy of the recorded LURA and the first years' IRS Forms 8609 for all buildings showing Part II of the form completed; AND
- If applicable, documentation from the original application regarding the right of first refusal.

Applications proposing the demolition and Reconstruction of Units will be considered New Construction.

2. **Existing Development Assistance On Housing Rehabilitation Activities¹**

**Part A.**
The existing Property is expected to have or continue the following benefit:

Provide a brief description of the restrictions or subsidies the existing Property will have or continue in the space below:

- A copy of the contract or agreement securing the funds identified above is provided behind this form.

  - The source of funds is:
  - The annual amount of funds is:
  - The number of units receiving assistance:
  - The term of the contract or agreement is (date):
  - The expiration of the contract or agreement is (date):

**Part B. Acquisition Of Existing Buildings** (applicable only to HTC applications with Acquisition credits requested)

- Date of the most recent sale or transfer of the building(s):
- In the last ten years, did the previous owner perform rehabilitation work greater than 25% of the building's adjusted basis?
- Was the building occupied at any time during the last ten years?
- Was the building occupied or suitable for occupancy at the time of purchase?
- Will the acquisition meet the requirements of §42(d)(2)(B)(ii) relating to the 10-year placed in service rule?
- If “Yes”, provide a copy of a title commitment that the Development meets the requirements of §42(d)(2)(B)(ii) as to the 10 year period.
- If “No”, does the property qualify for a waiver under §42(d)(6)?
  - If “Yes”, provide the waiver and/or other documentation.
  - How many buildings will be acquired for the Development?

2/28/2019
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? □

<table>
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<tr>
<th>Identification or address(es) of Building(s) under Owner’s Control</th>
<th>Type of Control (Ownership, Option, Purchase Contract)</th>
<th>Expiration Date</th>
<th># of Units</th>
<th>Acquisition Cost of Building</th>
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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.

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<tr>
<th>Building Address(es)</th>
<th>PIS date of building</th>
<th>Proposed</th>
<th>Years between PIS &amp;</th>
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3. Lead Based Paint (Section 811 PRA and Direct Loan Applications Only)

Development constructed before January 1, 1978 □

If yes, 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 §11.204(8)(G) of the QAP, for any Application where any structure on the Development Site is occupied at any time after the beginning of the Application Acceptance Period, even if demolition is proposed, the following items must be provided.

- Historical monthly operating statements of the Development for twelve (12) consecutive months ending no more than three (3) months from the first day of the Application Acceptance Period; or
- The two (2) most recent consecutive annual operating statement summaries; or
- The most recent consecutive six (6) months of operating statements ending no more than three (3) months from the first day of the Application Acceptance Period; or
- All monthly or annual operating summaries available.

AND

- Upload separately from the application, 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 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 Direct Loan Applications

NOTE: The Department's Section 811 PRA program is designed such that HUD-determined URA generally does not apply.

- Application includes a request for Direct Loan funding. If yes, General Information Notice templates and the Voluntary Acquisition Notification can be found here: https://www.tdhca.state.tx.us/program-services/ura/relocation.htm
  (if not, 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 occupant(s) (other than owner occupied structures) that have active lease(s) at the time of this Application, 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 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 Direct Loan Program 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

FORM CONTINUES
For Direct Loan Applications: A displaced person is covered under Section 104(d) if they are a low-income person displaced by demolition (including acquisition involving demolition) OR conversion (if market rent of the dwelling did not exceed the fair market rent before conversion).

Check all that apply:

☐ The activity involves demolition of existing occupied structures.

☐ The activity involves conversion of occupied rental property occupied by any tenant.

Applicants for Direct Loan funds that plan to rehabilitate, demolish and/or reconstruct occupied housing units must comply with the Section 104(d). By signing below, the Applicant certifies that they will comply with the Residential Anti-Displacement and Relocation Assistance Plan (RARAP) approved by the Department on June 1, 2012. [https://www.tdhca.state.tx.us/program-services/ura/docs/RARAP.pdf](https://www.tdhca.state.tx.us/program-services/ura/docs/RARAP.pdf)

The RARAP, as approved follows the Housing and Community Development Act of 1974, and HUD regulations at 24 CFR §42.325. The Department, through its subgrantees, will offer relocation assistance for lower-income tenants who, in connection with an activity assisted under a Direct Loan move permanently or move personal property from real property as a direct result of the demolition of any dwelling unit or the conversion of a lower-income dwelling unit in accordance with the requirements of 24 CFR §42.350.

The purpose and goals of the RARAP is to:

1. Provide (through its subgrantees) Relocation Assistance
2. Minimize Displacement
3. Ensure a One-for-One Replacement of Lower-Income Dwelling Units

I (we) certify that I (we) have read and understand the Department's approved Residential Anti-Displacement and Relocation Assistance Plan (RARAP), and I (we) will comply with all parts of the plan as they apply to this Application.

---

**Signature of Applicant**

---

**Printed Name**

---

**Date**
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 and Units, stating sizes, etc;
- includes a table matrix specifying the square footage of Common Area space on a building by building basis;
- identifies all residential and common buildings, in place on the Development Site, and labels them consistently with the Building/Unit Type Configuration form;
- shows the locations (by unit and floor) of mobility and hearing/visual accessible units (unless included in residential building floor plans);
- indicates the location and number of parking spaces, garages and carports, as applicable;
- indicates the location and number of accessible parking spaces, including van accessible spaces;
- includes information regarding local parking requirements, as applicable;
- indicates compliant accessible routes or, if a route is not accessible, a cite to the provision in the Fair Housing Design Manual providing for its exemption;
- indicates placement of detention/retention pond(s) or states there are no detention ponds;
- clearly delineates the flood plain boundary lines or states there is no floodplain;
- describes, if applicable, how flood mitigation or other required mitigation will be accomplished; and
- identifies all pipeline easements on or adjacent to the Development Site (§11.101(2)(I)).

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, balconies, porches and patios, and any other square footage not included in NRA; and
- location of accessible units (unless included on Site Plan).

Common Building floor plans should include tabulations of the square footage of the following spaces that are outside of Net Rentable Area, whether conditioned or unconditioned, building by building:

- spaces that are accessible to tenants, e.g., offices for tenant/management contact, resident services offices, clubrooms, kitchens, community restrooms, exercise rooms, laundries, porches, patios, mailbox areas, etc. (state each area separately);
- spaces that are restricted to employees, only, e.g., administrative offices, maintenance areas, equipment rooms, storage areas, etc. (state each area separately); and

For Supportive Housing only, specification of space to be used for 75 sq ft/unit common space.

Unit floor plans for each type of Unit:

- must include the square footage of each type of Unit; and
- must include floor plans for the accessible Units.

Elevations for each side of each building type which include:

- a percentage estimate of the exterior composition of each elevation; and
- roof pitch.

Photos of building elevations for Rehab and Adaptive Reuse developments not altering the unit configuration.
NOLANA VILLAS
A Multi-Family Community

MUCASEY & Associates
Architects
4808 Gibson, Suite 200
Houston, Texas 77007
Tel. (713) 521-1233
Fax (713) 520-1904
Job No. 1863
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NOLANA Villas

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Amenity Center Floor Plan
Amenity Center Elevations
Unit "A1" and "A2" Floor Plans
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Unit "A5" H.C. Floor Plan
Unit "B1" and "B2" Floor Plans
Unit "B3" and "B4" Floor Plans
Unit "B5" H.C. Floor Plan
Unit "C1" and "C2" Floor Plans
Unit "C3" and "C4" Floor Plans
Unit "C5" H.C. Floor Plan
Building Plans
Exterior Elevations
Cabana - Plan and Elevations
Apartments:

<table>
<thead>
<tr>
<th>Type</th>
<th>Description</th>
<th>Qty</th>
<th>Area</th>
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<td>751 s.f.</td>
</tr>
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<td>A2</td>
<td>One Bedroom, 1 Bath</td>
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<td>A3</td>
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<td>A4</td>
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<td>A5</td>
<td>One Bedroom, 1 Bath (H.C.)</td>
<td>3</td>
<td>760 s.f.</td>
</tr>
<tr>
<td></td>
<td>Total One Bedroom Units</td>
<td>50</td>
<td>Units</td>
</tr>
</tbody>
</table>

| B1   | Two Bedroom, 2 Bath     | 11  | 1,009 s.f. |
| B2   | Two Bedroom, 2 Bath     | 21  | 1,009 s.f. |
| B3   | Two Bedroom, 2 Bath     | 6   | 1,009 s.f. |
| B4   | Two Bedroom, 2 Bath     | 20  | 1,009 s.f. |
| B5   | Two Bedroom, 2 Bath (H.C.) | 4   | 1,011 s.f. |
|      | Total Two Bedroom Units | 62  | Units |

| C1   | Three Bedroom, 2 Bath   | 1   | 1,175 s.f. |
| C2   | Three Bedroom, 2 Bath   | 4   | 1,175 s.f. |
| C3   | Three Bedroom, 2 Bath   | 2   | 1,168 s.f. |
| C4   | Three Bedroom, 2 Bath   | 4   | 1,168 s.f. |
| C5   | Three Bedroom, 2 Bath (H.C.) | 1   | 1,175 s.f. |
|      | Total Three Bedroom Units | 12  | Units |

|      | Net Rentable Total       | 124 | Units | 114,390 s.f. |

| Amenity Center | 4,053 s.f. |
| Amenity Patio | 550 s.f. |
| Unit Patio / Balcony | 7,964 s.f. |
| Total Breezeway & Stairs | 7,088 s.f. |
| Other Support Areas | 4,126 s.f. |
| Cabana | 681 s.f. |
| Project Total | 138,852 s.f. |

SUMMARY

Nolana Villas
Mucasey & Associates, Architects

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.

Parking:

Parking required:
- 50 One Bedroom Units at 1.5 cars = 75 cars
- 74 Two & Three Bedroom Units at 2.0 cars = 148 cars
- Total Parking Required: 223 cars

Total Parking Provided: 223 cars

Parking provided:
- Open Parking (secured): 2 Van - 12 H.C. - 198 Standard = 212 cars
- Amenity Parking (non-secured): 1 Van - 0 H.C. - 10 Standard = 11 cars
- Total Parking Provided: 3 Van - 12 H.C. - 208 Standard = 223 cars

Building Matrix:

<table>
<thead>
<tr>
<th>Bldg. Type 1</th>
<th>Bldg. Type 2a</th>
<th>Bldg. Type 2b</th>
<th>Bldg. Type 3</th>
</tr>
</thead>
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<tr>
<td>(Bldg. #1 &amp; #5)</td>
<td>(Bldg. #2)</td>
<td>(Bldg. #4)</td>
<td>(Bldg. #3)</td>
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<tr>
<td>2 A1 units</td>
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<td>2 A1 units</td>
<td>1 A1 unit</td>
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<tr>
<td>4 A2 units</td>
<td>4 A2 units</td>
<td>4 A2 units</td>
<td>1 A2 unit</td>
</tr>
<tr>
<td>1 A3 unit</td>
<td>2 A3 units</td>
<td>1 A3 unit</td>
<td>5 B1 units</td>
</tr>
<tr>
<td>4 A4 units</td>
<td>4 A4 units</td>
<td>4 A4 units</td>
<td>9 B2 units</td>
</tr>
<tr>
<td>1 A5 HC unit</td>
<td>1 B1 unit</td>
<td>1 A5 unit</td>
<td>2 B3 units</td>
</tr>
<tr>
<td>2 B1 units</td>
<td>2 B2 units</td>
<td>1 B1 unit</td>
<td>8 B4 units</td>
</tr>
<tr>
<td>4 B2 units</td>
<td>1 B3 unit</td>
<td>2 B2 units</td>
<td>2 B5 HC units</td>
</tr>
<tr>
<td>1 B3 unit</td>
<td>2 B4 units</td>
<td>1 B3 unit</td>
<td>28 Total units</td>
</tr>
<tr>
<td>4 B4 units</td>
<td>1 C1 unit</td>
<td>2 B4 units</td>
<td></td>
</tr>
<tr>
<td>1 B5 HC unit</td>
<td>2 C2 units</td>
<td>2 C2 units</td>
<td></td>
</tr>
<tr>
<td>24 Total units</td>
<td>1 C3 unit</td>
<td>1 C3 unit</td>
<td></td>
</tr>
<tr>
<td>48 Units Overall</td>
<td>2 C4 units</td>
<td>2 C4 units</td>
<td></td>
</tr>
<tr>
<td>24 Total units</td>
<td>1 C5 HC unit</td>
<td>24 Total units</td>
<td>24 Total units</td>
</tr>
</tbody>
</table>
SITE PLAN

Nolana Villas

Mucasey & Associates, Architects

Property Area: 1.511 Acres

Storm Water Detention Area

Provided by on-site detention area.

Flood Mitigation will not be required for this property. Note: Property within zone B may require flood detention area for the area within the limits of the 100 year flood and 500 year flood areas. No flood mitigation is required. Suitable detention area provided for this property. Marder rehearsed planer unit.

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
NOLANA VILLAS
Mucasey & Associates, Architects
February 25, 2019
TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
AMENITY CENTER - Elevations

Nolana Villas
Mucasey & Associates, Architects

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
UNITS "A1" & "A2" - One Bedroom, 1 Bath

Nolana Villas
Mucasey & Associates, Architects

(Fair Housing Accessible) 751 s.f.

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.

FAIR HOUSING NOTE: UNIT SHOWN IS FIRST FLOOR TYPICAL UNIT WITH FAIR HOUSING ACCESSIBILITY (2'-10" DRS., MANEUVERING CLEARANCES, ETC.) AT SECOND & THIRD FLOORS (UNIT A2), THIS SAME FLOOR PLAN TO HAVE 2'-8" BEDROOM DOORS, 2'-6" BATH DOORS & 2'-0" CLOSET DOORS (NON-FAIR HOUSING ACCESSIBLE)
UNITS "A3" & "A4" - One Bedroom, 1 Bath

Nolana Villas
Mucasey & Associates, Architects

(Fair Housing Accessible) 760 s.f.

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
UNIT "A5" - One Bedroom, 1 Bath
Nolana Villas
Mucasey & Associates, Architects
670 s.f.
ADA/UFAS ACCESSIBLE

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
UNITS "B1" & "B2" - Two Bedroom, 2 Bath

Nolana Villas
Mucasey & Associates, Architects

(Fair Housing Accessible) 1,009 s.f.

Fair Housing Note: Unit shown is first floor
typical unit with fair housing accessibility (2'-10" DRS.,
maneuvering clearances, etc.)
at second & third floors (unit B2), this same floor plan
to have 2'-8" bedroom doors, 2'-6" bath doors & 2'-0"
closet doors (non-Fair Housing Accessible)

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
UNITs "B3" & "B4" - Two Bedroom, 2 Bath

Nolana Villas
Mucasey & Associates, Architects

(Fair Housing Accessible) 1,009 s.f.

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.

FAIR HOUSING NOTE: UNIT SHOWN IS FIRST FLOOR
TYPICAL UNIT WITH FAIR HOUSING ACCESSIBILITY (2'-10" DRS., MANEUWERING CLEARANCES, ETC.)
AT SECOND & THIRD FLOORS (UNIT B4), THIS SAME FLOOR PLAN TO HAVE 2'-8" BEDROOM DOORS, 2'-6" BATH DOORS & 2'-0"
CLOSET DOORS (NON-FAIR HOUSING ACCESSIBLE)
Nolana Villas
Mucasey & Associates, Architects

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.

UNITS "C1" & "C2" - Three Bedroom, 2 Bath

(Fair Housing Accessible) 1,175 s.f.

FAIR HOUSING NOTE: UNIT SHOWN IS FIRST FLOOR
TYPICAL UNIT WITH FAIR HOUSING ACCESSIBILITY (2'-10" DRS.,
MANEUVERING CLEARANCES, ETC.)
AT SECOND & THIRD FLOORS (UNIT C2), THIS SAME FLOOR PLAN
TO HAVE 2'-8" BEDROOM DOORS, 2'-6" BATH DOORS & 2'-0"
CLOSET DOORS (NON-FAIR HOUSING ACCESSIBLE)
TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
UNIT "C5" - Three Bedroom, 2 Bath

Nolana Villas
Mucasey & Associates, Architects

1,175 s.f.
ADA/UFAS ACCESSIBLE

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
BUILDING TYPE 1 - First Floor Plan

Nolana Villas
Mucasey & Associates, Architects

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.

**Building Type 1**

- **Total Net Rentable Area**: 21,176 s.f.
- **Total Patio/Balc. Area**: 1,575 s.f.
- **Other Support Areas**: 613 s.f.
- **Breezeway/Stair Areas**: 1,300 s.f.
- **Total Gross Building Area**: 24,664 s.f.
BUILDING TYPE 1 - Second Floor Plan

Nolana Villas
Mucasey & Associates, Architects

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
BUILDING TYPE 1 - Third Floor Plan

Nolana Villas
Mucasey & Associates, Architects

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
BUILDING TYPE 2a - First Floor Plan

Nolana Villas
Mucasey & Associates, Architects

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.

**Building Type 2a**

- Total Net Rentable Area: 22,149 s.f.
- Total Patio/Balc. Area: 1,578 s.f.
- Other Support Areas: 1,043 s.f.
- Breezeway/Stair Areas: 1,300 s.f.

**Total Gross Building Area:** 26,070 s.f.
BUILDING TYPE 2b - First Floor Plan

Nolana Villas
Mucasey & Associates, Architects

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.

BUILDING TYPE 2b

Total Net Rentable Area: 22,149 s.f.
Total Patio/Balc. Area: 1,578 s.f.
Other Support Areas: 1,043 s.f.
Breezeway/Stair Areas: 1,300 s.f.
Total Gross Building Area: 26,070 s.f.
BUILDING TYPES 2a & 2b - Second Floor Plan

Nolana Villas
Mucasey & Associates, Architects

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
BUILDING TYPES 2a & 2b - Third Floor Plan

Nolana Villas
Mucasey & Associates, Architects

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.

**BUILDING TYPE 3 - First Floor Plan**

*Nolana Villas*

Mucasey & Associates, Architects

---

**Building Type 3**

- Total Net Rentable Area: 27,740 s.f.
- Total Patio/Balc. Area: 1,658 s.f.
- Other Support Areas: 814 s.f.
- Breezeway/Stair Areas: 1,888 s.f.

**Total Gross Building Area:** 32,100 s.f.
BUILDING TYPE 3 - Second Floor Plan

Nolana Villas
Mucasey & Associates, Architects

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
BUILDING TYPE 3 - Third Floor Plan

Nolana Villas
Mucasey & Associates, Architects

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
BUILDING TYPE 1 - Elevations

Nolana Villas
Mucasey & Associates, Architects

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
BUILDING TYPES 2a & 2b - Elevations

Nolana Villas
Mucasey & Associates, Architects

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
BUILDING TYPE 3 - Elevations

Nolana Villas
Mucasey & Associates, Architects

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
BUILDING TYPE 3 - Elevations

Nolana Villas
Mucasey & Associates, Architects

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
Building Plan

TOTAL GROSS BUILDING AREA: 681 S.F.

Front & Back Elevation

Right Side Elevation

Cabana - Floor Plan & Elevations

Nolana Villas
Mucasey & Associates, Architects

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
### Specifications and Building/Unit Type Configuration

Unit types should be entered from smallest to largest based on "# of Bedrooms" and "Sq. Ft. Per Unit." "Unit Label" should correspond to the unit label or name used on the unit floor plan. "Building Label" should conform to the building label or name on the building floor plan. The total number of units per unit type and totals for "Total # of Units" and "Total Sq Ft. for Unit Type" should match the rent schedule and site plan. If additional building types are needed, they are available by un-hiding columns Q through AA, and rows 51 through 79.

### Building Configuration (Check all that apply)

- Single Family Construction
- SRO
- Transitional (per §42(i)(3)(B))
- Duplex
- X Scattered Site
- Fourplex
- X > 4 Units Per Building
- Townhouse

### Development will have:

- X Fire Sprinklers
- Elevators
- X # of Elevators
- Wt. Capacity

### Number of Parking Spaces (consistent with Architectural Drawings):

<table>
<thead>
<tr>
<th>Free</th>
<th>Paid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shed or Flat Roof Carport Spaces</td>
<td>Detached Garage Spaces</td>
</tr>
<tr>
<td>Attached Garage Spaces</td>
<td>Uncovered Spaces</td>
</tr>
<tr>
<td>Structured Parking Garage Spaces</td>
<td></td>
</tr>
</tbody>
</table>

### Floor Composition/Wall Height:

- 90% Carpet/Vinyl/Resilient Flooring
- 9 Ceiling Height
- 10% Ceramic Tile
- Upper Floor(s) Ceiling Height (Townhome Only)
- % Other

### Unit Types

<table>
<thead>
<tr>
<th>Unit Label</th>
<th># of Bedrooms</th>
<th># of Baths</th>
<th>Sq. Ft. Per Unit</th>
<th>Number of Stories</th>
<th>Number of Buildings</th>
<th>Number of Units Per Building</th>
<th>Total # of Units</th>
<th>Total Sq Ft for Unit Type</th>
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<tbody>
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<td>7,050</td>
</tr>
</tbody>
</table>

**Totals:**

- 48
- 24
- 24
- 28
- -
- -
- -
- -
- -
- -
- 124
- 114,390

### Net Rentable Square Footage from Rent Schedule

- 114,390

### 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:

2/28/2019
### 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 correspond 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.

<table>
<thead>
<tr>
<th>Building Configuration (Check all that apply):</th>
<th>Single Family Construction</th>
<th>SRO</th>
<th>Transitional (per §42(1)(i)(3)(B))</th>
<th>Duplex</th>
<th>Scattered Site</th>
<th>Fourplex</th>
<th>X 4 Units Per Building</th>
<th>Townhome</th>
</tr>
</thead>
</table>

Development will have: X Fire Sprinklers Elevators # of Elevators Wt. Capacity

<table>
<thead>
<tr>
<th>Number of Parking Spaces (consistent with Architectural Drawings):</th>
<th>Free</th>
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<tr>
<td>Structured Parking Garage Spaces</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Floor Composition/Wall Height:**
- 90% Carpet/Vinyl/Resilient Flooring
- 9% Ceramic Tile
- Ceiling Height
- % Other
  - Describe:

**Unit Type Configuration Table**

<table>
<thead>
<tr>
<th>Building Label</th>
<th>1</th>
<th>2a</th>
<th>2b</th>
<th>3</th>
<th>Number of Units</th>
<th>Number of Buildings</th>
</tr>
</thead>
<tbody>
<tr>
<td>A12</td>
<td>1</td>
<td>1</td>
<td>751</td>
<td></td>
<td>6</td>
<td>2</td>
</tr>
<tr>
<td>A345</td>
<td>1</td>
<td>1</td>
<td>760</td>
<td></td>
<td>6</td>
<td>6</td>
</tr>
<tr>
<td>B1234</td>
<td>2</td>
<td>2</td>
<td>1,009</td>
<td>11</td>
<td>6</td>
<td>6</td>
</tr>
<tr>
<td>B5</td>
<td>2</td>
<td>2</td>
<td>1,011</td>
<td>1</td>
<td>6</td>
<td>2</td>
</tr>
<tr>
<td>C34</td>
<td>3</td>
<td>2</td>
<td>1,168</td>
<td>3</td>
<td>6</td>
<td>3</td>
</tr>
<tr>
<td>C125</td>
<td>3</td>
<td>2</td>
<td>1,175</td>
<td>3</td>
<td>6</td>
<td>3</td>
</tr>
</tbody>
</table>

**Totals**

<table>
<thead>
<tr>
<th>Unit Type</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>48</td>
<td>24</td>
<td>24</td>
<td>24</td>
<td>28</td>
<td>-</td>
</tr>
</tbody>
</table>

**Net Rentable Square Footage from Rent Schedule**

<table>
<thead>
<tr>
<th></th>
<th>114,390</th>
</tr>
</thead>
</table>

**Supportive Housing Applicants Only**

Enter the total development common area from the architect’s plans:

Ensure that this number matches your architectural drawings.

The additional square footage allowed for Supportive Housing per 11.9(e)(2) is:

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:

4/9/2019
ARCHITECT'S ACCESSIBILITY STATEMENT
Project Architect: Mucasey & Associates, Architects

Mucasey & Associates, Architects has prepared this 2019 TDHCA-LIHTC Submittal Package with the following handicap mobility and sight/hearing accessibility features, as calculated in attached TABS:

Mobility Impaired Units:

We have designed mobility impaired units for each bedroom type, including 36" wide doors; push and pull door clearances; accessible routes to all spaces; 60" diameter turning area in all spaces; 34" high counters in kitchens and baths with knee spaces for lavatories, kitchen sinks, and ranges; compliant access spaces to all plumbing fixtures including appropriate grab bars; compliant access spaces to all appliances; and all switches, outlets, telephone/cable, and thermostats within 15-48" a.f.f. throughout the units. We have provided mobility impaired units in 5% of one bedrooms, 5% of two bedrooms, and 5% of three bedrooms (if applies), each individually, instead of the previous year’s requirement of 5% of the aggregate total number of units. We have distributed these units throughout the project, giving immediate access to their parking and project amenities.

Sight/Hearing Impaired Units:

We have designed sight/hearing impaired units for each bedroom type, including strobes, lights, and alarms for smoke and fire alarms, telephones, doorbells, etc. as required. We have provided these units in ground floor or elevator-served floors of Fair Housing Units, and all these units are on an accessible route, with entry door width and push/pull space as required. All outlets, switches, telephone/cable, and thermostats shall be within 15-48" a.f.f. We have provided sight/hearing impaired units in 2% of one bedrooms, 2% of two bedrooms, and 2% of three bedrooms (if applies), each individually, instead of the previous year’s requirement of 2% of the aggregate total number of units. We have distributed these units evenly throughout the project.

Accessible Parking:

We have calculated the number of required accessible parking spaces per the TDHCA Tab Form. We assigned an accessible parking space to each of the project amenities, i.e. Amenity Center/pool/Cabana, dumpsters, Dog Park, Playground, etc. The total number of parking spaces provided was then reduced by the amenities’ accessible spaces, and next, by the number of accessible parking spaces of one per mobility impaired units. This total was then reduced by the number of units in the project, leaving just the parking spaces that serve dwelling units in excess of one car per unit. Two percent of that number became the additional accessible parking spaces required other than those for the amenities and accessible units. The total accessible parking spaces calculated for the project was the sum of the amenities’ parking spaces, the accessible units’ spaces, and the 2% of additional parking in excess of one car per unit in the project. We provided the appropriate percentage of each type of parking individually—open spaces (ground level or in parking structure), carports, or garages. We have provided van accessible spaces at the rate of 1 per every 6 accessible spaces. We have located a designated accessible space immediately adjacent to each mobility accessible unit, and to each of the project amenities, and have distributed the rest evenly around the property. In all cases, we located the accessible spaces on a compliant accessible route running through the project, connecting all amenities, the public road, and all mobility impaired units together. All accessible spaces are shown with appropriate sizing, striping for aisle, crosswalks/ramps, and signage. We have provided amounts of each accessible parking type in excess of the required by at least one space.

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

2/28/19
Date
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 11.101(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.

### Mobility Units Calculation

<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 (751 and 760 sqft)</td>
<td>50</td>
<td>5%</td>
<td>2.5</td>
<td>2.5</td>
<td>3</td>
</tr>
<tr>
<td>2/2 (1009 and 1011 sqft)</td>
<td>62</td>
<td>5%</td>
<td>3.1</td>
<td>3.1</td>
<td>4</td>
</tr>
<tr>
<td>3/2 (1168 and 1175 sqft)</td>
<td>12</td>
<td>5%</td>
<td>0.6</td>
<td>0.6</td>
<td>1</td>
</tr>
<tr>
<td>D</td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>E</td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>124</strong></td>
<td><strong>6.2</strong></td>
<td><strong>6.5</strong></td>
<td><strong>8</strong></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 sqft)</td>
<td>28</td>
<td>5%</td>
<td>1.4</td>
<td>1.4</td>
<td>1</td>
</tr>
<tr>
<td>2/2 (950 sqft &amp; 1008 sqft)</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; 1190 sqft)</td>
<td>4</td>
<td>5%</td>
<td>0.2</td>
<td>0.2</td>
<td>1</td>
</tr>
<tr>
<td>D</td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>E</td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>68</strong></td>
<td><strong>3.4</strong></td>
<td><strong>4.2</strong></td>
<td><strong>4</strong></td>
<td></td>
</tr>
</tbody>
</table>

*NOTE: Required is 4, but calculation yields 4.2. Applicant selected which to round down Under "Units Proposed"*

By signing below, I (WE) certify that the information above meets the requirements in Section 504 of the Rehabilitation Act of 1973 and implemented at 24 C.F.R. Part 8 as described in 10 TAC Chapter 1, Subchapter B. At least five percent (5%) of all dwelling units will be designed and built to be accessible for persons with mobility impairments.

By: ____________________________
Signature

Date: 2/28/99

Printed Name: _______________________
Mark S. Mucasey, MLA

Firm Name (If applicable): _______________________
Mucasey & Associates
# Accessible Hearing/Visual Units Calculation

Include this worksheet in the Application (or a signed and certified worksheet provided by your accessibility professional that meets the requirements).

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 11.101(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 Units Calculation Table

<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></td>
<td>2%</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1/1 (751 and 760 sqft)</td>
<td>50</td>
<td>2%</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>2/2 (1009 and 1011 sqft)</td>
<td>62</td>
<td>2%</td>
<td>1.24</td>
<td>1.24</td>
<td>2</td>
</tr>
<tr>
<td>3/2 (1168 and 1175 sqft)</td>
<td>12</td>
<td>2%</td>
<td>0.24</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>124</td>
<td>2.48</td>
<td></td>
<td>3.24</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

<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></td>
<td>2%</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1/1</td>
<td>28</td>
<td>2%</td>
<td>0.56</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>2/2</td>
<td>36</td>
<td>2%</td>
<td>0.72</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>3/3</td>
<td>4</td>
<td>2%</td>
<td>0.08</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>D</td>
<td></td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>E</td>
<td></td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td></td>
<td>68</td>
<td>1.36</td>
<td></td>
<td>2</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: 2/28/19

Printed Name: [Signature]
Firm Name (if applicable): MuCaeley & Associates
# Accessible Parking Calculation

Submit this worksheet or a comparable document certified by an accessibility professional.

Although Fair Housing Standards may apply in unusual circumstances, ADA Standards typically determine the required number of Accessible Parking Spaces (APSs). This worksheet is intended to handle typical (ADA) cases, where all parking spaces are within a single parking lot. However, it might be possible to determine the APS requirements of multiple lots (or facilities) by completing this same worksheet for each of the lots. The worksheet might also be usable for Developments with less than one parking space to serve each dwelling unit, by filling in the information on page one, bypassing inapplicable spaces in the first section of page two, and completing the second section of page two, "Distribution of APSs Among the Various Types of Parking", referencing ADA Table 208.2. In unique cases where Fair Housing applies, or where this worksheet cannot be applied, create a certification specifying the types and numbers of the parking spaces applicable, including standard and accessible parking for dwelling units and amenities (e.g., office, mail kiosk, laundry, dumpster, pool, playground, etc., collectively, "amenities"), and for each type of parking facility, e.g., surface spaces, carports, garages, etc., for staff review. Links to the applicable accessibility rules are provided below.


## Accessible Parking for Facilities and Amenities

Determining the number of APSs that serve the dwelling units requires accounting for APSs that do not serve dwelling units. In the yellow spaces below, identify the individual amenities served by an APS. Groups of amenities in close proximity typically are allowed to share a single APS. If groups of amenities share one APS (or APSs), identify each such group. In the yellow space to the right of each of these identifications, state the number of APSs designated to serve the amenity or group identified. If parking is provided near dumpsters, at least 1 dumpster must have an APS. The total of these APSs will be subtracted from the total of all types of parking spaces to determine the number of parking spaces that serve the dwelling units and the APSs required for the dwelling units.

<table>
<thead>
<tr>
<th>Amenity:</th>
<th>Identification of amenity, or amenities of a group, that the APS serves</th>
<th>APSs:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Office, etc.:</td>
<td>Amenity center w/ pool and cabana</td>
<td>1</td>
</tr>
<tr>
<td>Amenity 1:</td>
<td>Playground</td>
<td>1</td>
</tr>
<tr>
<td>Amenity 2:</td>
<td>Dumpsters</td>
<td>1</td>
</tr>
<tr>
<td>Amenity 3:</td>
<td>Grille</td>
<td>1</td>
</tr>
<tr>
<td>Amenity 4:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amenity 5:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amenity 6:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total of Accessible Parking Spaces that Do Not Serve Dwelling Units: 4
Accessible Parking for Residential Units

This portion of the worksheet was written for Developments having at least one parking space serving each dwelling unit, having surface parking spaces as the APSs that are not for dwelling units, and having only one parking lot, i.e., none of the parking spaces are physically segregated from the others by gates or by curbs or other barriers that require vehicles to exit the Development to travel between separate parking lots that serve it. The worksheet might, or might not be, useful for other cases.

Enter the information indicated below.

Total dwelling Units in the Development: 124
Total surface parking spaces: 223
Total carports: 0
Total garages: 0
Total parking spaces of all types: Calculated from above: 223
Total APSs that serve non-residential purposes (i.e. office, amenities, etc.): Calculated on prior page: 4
Total of all types of parking spaces that serve dwelling units: Calculated from above: 219
APSs for mobility accessible units (5% of unit count, if spaces are sufficient): Calculated from above: 7
Parking spaces that serve dwelling units in excess of one per unit (if applicable): Calculated from above: 95
APSs required in excess of one per mobility accessible unit: Calculated from above: 2
Total APSs required (including dwelling units and facilities/amenities): Calculated from above: 13

All Developments, including those having fewer than one parking space serving each dwelling unit, should use this portion of the worksheet. Enter the number of APSs indicated by ADA Table 208.2 for the total of each type of parking space, i.e., surface spaces, carports, etc., including both amenity spaces and dwelling unit spaces.

Distribution of APSs Among the Various Types of Parking

Minimum number of surface parking spaces (include dwelling unit and amenity spaces) that must be APSs: 13
Minimum number of carports that must be APSs: 0
Number of garages that must be APSs: 0

APSs that Must Be Van Spaces

Total Van APSs required, including all types of spaces: Calculated from above: 3
Minimum number of surface parking spaces that must be van APSs: Calculated from above: 0
Minimum number of carports that must be van APSs: Calculated from above: 0
Minimum number of garages that must be van APSs: Calculated from above: 0

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 parking space 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. Where parking for amenities or non-residents is provided, a sufficient number of accessible spaces will be provided.

Signature: [Signature]
Printed Name: MARC S. MUCASEY, MA
Firm Name: MUCASEY & ASSOCIATES
Date: 2/28/19
## 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):

### Rent Designations (select from Drop down menu)

<table>
<thead>
<tr>
<th>HTC Units</th>
<th>MF Direct Loan Units (HOME Rent/Inc)</th>
<th>Nat'l 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. F.t.)</th>
<th>Total Net Rentable Sq. F.t.</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></td>
<td></td>
<td></td>
<td></td>
<td>2</td>
<td>1</td>
<td></td>
<td>1,502</td>
<td>318</td>
<td>279</td>
<td>558</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TC 50%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2</td>
<td>1</td>
<td></td>
<td>3,755</td>
<td>530</td>
<td>491</td>
<td>2,455</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TC 60%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>17</td>
<td>1</td>
<td></td>
<td>12,767</td>
<td>636</td>
<td>597</td>
<td>10,149</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MR</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2</td>
<td>1</td>
<td></td>
<td>1,502</td>
<td></td>
<td>636</td>
<td>1,272</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TC 30%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2</td>
<td>1</td>
<td></td>
<td>1,520</td>
<td>318</td>
<td>279</td>
<td>558</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TC 50%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>4</td>
<td>1</td>
<td></td>
<td>3,040</td>
<td>530</td>
<td>491</td>
<td>1,964</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TC 60%</td>
<td></td>
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<td></td>
<td></td>
<td>17</td>
<td>1</td>
<td></td>
<td>12,920</td>
<td>636</td>
<td>597</td>
<td>10,149</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MR</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1</td>
<td>1</td>
<td></td>
<td>760</td>
<td></td>
<td>636</td>
<td>1,324</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TC 30%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>4</td>
<td>2</td>
<td></td>
<td>4,036</td>
<td>581</td>
<td>50</td>
<td>1,324</td>
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</tr>
<tr>
<td>TC 50%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>9</td>
<td>2</td>
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<td>9,081</td>
<td>636</td>
<td>50</td>
<td>5,274</td>
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</tr>
<tr>
<td>TC 60%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>33</td>
<td>2</td>
<td></td>
<td>33,297</td>
<td>763</td>
<td>50</td>
<td>23,529</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MR</td>
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Non Rental Income $15.00 per unit/month for: 1,860
Non Rental Income $0.00 per unit/month for: 0
Non Rental Income $0.00 per unit/month for: 0

+ TOTAL NONRENTAL INCOME $15.00 per unit/month for: 1,860

= POTENTIAL GROSS MONTHLY INCOME $80,205

- Provision for Vacancy & Collection Loss % of Potential Gross Income: 7.50% (6,015)

- Rental Concessions (enter as a negative number)
Enter as a negative value

= EFFECTIVE GROSS MONTHLY INCOME $74,190

x 12 = EFFECTIVE GROSS ANNUAL INCOME $890,276

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<tr>
<th>TOTAL</th>
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<th>114,390</th>
<th>78,345</th>
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Late fees, relet fees 1,860

If a revised form is submitted, date of submission: 2/28/2019
### Rent Schedule (Continued)

#### Housing

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<th>Percentage</th>
<th>% of Li</th>
<th>% of Total</th>
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<tr>
<td>TC20%</td>
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<tr>
<td>TC30%</td>
<td>11%</td>
<td>9%</td>
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<tr>
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<tr>
<td>TC50%</td>
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<tr>
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**HTC LI Total** 104

#### Tax Credits

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**Total HTC Units** 124

#### National Housing Trust Fund

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#### Mortgage Revenue

- MRB20%
- MRB30%
- MRB40%
- MRB50%
- MRB60%
- MRB70%
- MRB80%

**MRB LI Total** 0

#### Bond

- MRB LI Total 0
- MRBMR Total 0
- MRB Total 0

#### Direct Loan

- Direct Loan LI Total 0
- Direct Loan Total 0

#### Other

**Total OT Units** 0

#### Bedrooms

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### Cost Per Sq Ft

- **Acquisition + Hard** Cost Per Sq Ft $101.82
- **Hard** Cost Per Sq Ft $101.82
- **Building** Cost Per Sq Ft $68.00

**Do not use this calculation to score points under 11.9(e)(2). At the end of the Development Cost Schedule, you will have the ability to adjust your eligible costs to qualify. Points will be entered there.**
### Rent Schedule

**Private Activity Bond Priority (For Tax-Exempt Bond Developments ONLY):**

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<tr>
<th>HTC Units</th>
<th>MF Direct Loan Units (HOME Rent/Inc)</th>
<th>Nat’l 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 Limit</th>
<th>Total Monthly Rent</th>
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### AMFI %

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**TOTAL:** 124
114,390
78,345

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<tr>
<th>Non Rental Income</th>
<th>$15.00 per unit/month for:</th>
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<td>Provision for Vacancy &amp; Collection Loss</td>
<td>7.50% (6,015)</td>
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<td>Rental Concessions (enter as a negative number)</td>
<td>Enter as a negative value</td>
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**TOTAL NONRENTAL INCOME:** $15.00 per unit/month
80,205

**EFFECTIVE GROSS MONTHLY INCOME:**
## Rent Schedule (Continued)

### Housing

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<th>Percentage</th>
<th>% of Li</th>
<th>% of Total</th>
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### Tax Credits

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### Other

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### Bed Sizes

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### Acquisition + Hard

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### Hard

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<tr>
<th>Cost Per Sq Ft</th>
<th>$101.82</th>
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</thead>
</table>

### Building

| Cost Per Sq Ft | $68.00 |

---

*DO NOT USE THIS CALCULATION TO SCORE POINTS UNDER 11.9(e)(2). At the end of the Development Cost Schedule, you will have the ability to adjust your eligible costs to qualify. Points will be entered there.*
### 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):

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<tr>
<th>HTC Units</th>
<th>MF Direct Loan Units (HOME Rent/Inc)</th>
<th>Nat’l 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 Squ. Ft.</th>
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<th>Tenant Paid Utility Allow.</th>
<th>Rent Collected/Unit</th>
<th>Total Monthly Rent</th>
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**TOTAL** | 124 | 114,390 | 78,285

- **Non Rental Income**: $15.00 per unit/month for:
- **Total Nonrental Income**: $15.00 per unit/month

**Late fees, relet fees**

**Provision for Vacancy & Collection Loss**

**Rental Concessions (enter as a negative number)**

**Self Score Total**: 122

**TOTAL NONRENTAL INCOME**: 80,145

**EFFECTIVE GROSS MONTHLY INCOME**: (6,011)
Rent Schedule (Continued)

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<td>HTF Total</td>
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</thead>
<tbody>
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<table>
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<td>$101.82</td>
</tr>
<tr>
<td>BUILDING</td>
<td>Cost Per Sq Ft</td>
<td>$68.00</td>
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</table>

DO NOT USE THIS CALCULATION TO SCORE POINTS UNDER 11.9(e)(2). At the end of the Development Cost Schedule, you will have the ability to adjust your eligible costs to qualify. Points will be entered there.
# Utility Allowances [§10.614]

Applicant must attach documentation to this form 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(k). 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></td>
<td>$12</td>
<td>$12</td>
<td>$13</td>
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<td></td>
<td>TDHCA Approved HUD Model</td>
</tr>
<tr>
<td>Cooking</td>
<td>Tenant</td>
<td></td>
<td>$2</td>
<td>$4</td>
<td>$5</td>
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<td></td>
<td>TDHCA Approved HUD Model</td>
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<td>Other Electric</td>
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<td>$9</td>
<td>$13</td>
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<tr>
<td>Air Conditioning</td>
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<td>$10</td>
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<td>$17</td>
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<td>TDHCA Approved HUD Model</td>
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<tr>
<td>Water Heater</td>
<td>Tenant</td>
<td></td>
<td>$5</td>
<td>$7</td>
<td>$8</td>
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<td></td>
<td>TDHCA Approved HUD Model</td>
</tr>
<tr>
<td>Water</td>
<td>Landlord</td>
<td></td>
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<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Sewer</td>
<td>Landlord</td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Trash</td>
<td>Landlord</td>
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<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Flat Fee</td>
<td>Tenant</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td>Tenant</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Paid by Tenant</td>
<td></td>
<td></td>
<td>$-</td>
<td>$39.0</td>
<td>$50.0</td>
<td>$60.0</td>
<td>$-</td>
<td></td>
</tr>
</tbody>
</table>

Other (Describe)

If a revised form is submitted, date of submission:  

2/28/2019
February 15, 2019

Stephanie Naquin
Novogradac & Company LLP
Austin, Texas
stephanie.naquin@novoco.com

RE: 2019 HTC Application – proposed site located in McAllen, Texas

Dear Ms. Naquin:

The Texas Department of Housing and Community Affairs has received a request submitted for proposed a 2019 Housing Tax Credit (“HTC”), located in McAllen, to calculate the utility allowance using the HUD Utility Schedule Model in accordance with the 10TAC§10.614(k). This allowance is calculated based on the following representations:

1. That the buildings are not HUD-Regulated;
2. That the building(s) are not RHS assisted or have RHS assisted tenants;
3. That the residents are financially responsible for electricity and that the utility is not paid to or through the owner of the building based on an allocation formula or RUBS; and,
4. That the only building type is Apartments 5+.

In accordance with Treasury Regulation §1.42-10, the utility allowance for those units occupied by Section 8 voucher holders remains the applicable Public Housing Authority utility allowance established from where the resident receives the assistance.

Please see attached schedule dated February 15, 2019. This allowance can be used for underwriting purposes. If you are successful in obtaining an allocation, to utilize the HUD Utility Schedule Model to establish the initial utility allowance for the Development, the Owner must submit utility allowance documentation for Department approval, at minimum, 90 days prior to the commencement of leasing activities.

If you have any further questions, please contact Cody Campbell toll free in Texas at (800) 643-8204, directly at (512) 475-4603, or email: cody.campbell@tdhca.state.tx.us.

Sincerely,

Cody Campbell
Senior Compliance Monitor
### Allowances for Tenant-Furnished Utilities and Other Services

**Locality:** Nolana Villas  
**Green Discount Unit Type:** None  
**Unit Type:** Larger Apartment Bldgs. (5+ units)  
**Date (mm/dd/yyyy):** 2/15/2019

<table>
<thead>
<tr>
<th>Utility or Service</th>
<th>0 BR</th>
<th>1 BR</th>
<th>2 BR</th>
<th>3 BR</th>
<th>4 BR</th>
<th>5 BR</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Space Heating</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Natural Gas</td>
<td></td>
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<td></td>
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</tr>
<tr>
<td>Bottled Gas</td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Electric Resistance</td>
<td>$12.00</td>
<td>$12.42</td>
<td>$12.83</td>
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</tr>
<tr>
<td>Electric Heat Pump</td>
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<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td><strong>Cooking</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Natural Gas</td>
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</tr>
<tr>
<td>Electric</td>
<td>$2.46</td>
<td>$3.56</td>
<td>$4.66</td>
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<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td><strong>Other Electric</strong></td>
<td>$9.28</td>
<td>$12.91</td>
<td>$16.54</td>
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</tr>
<tr>
<td><strong>Air Conditioning</strong></td>
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<td>$16.96</td>
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<td></td>
<td></td>
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</tr>
<tr>
<td>Electric</td>
<td>$5.37</td>
<td>$6.86</td>
<td>$8.34</td>
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<tr>
<td>Fuel Oil</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Water Heating</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Natural Gas</td>
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<tr>
<td>Bottled Gas</td>
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<tr>
<td>Electric</td>
<td>$5.37</td>
<td>$6.86</td>
<td>$8.34</td>
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<td></td>
</tr>
<tr>
<td><strong>Water</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Sewer</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Trash Collection</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Range/Microwave</strong></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td><strong>Total</strong></td>
<td>$38.67</td>
<td>$49.01</td>
<td>$59.34</td>
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<td></td>
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<tr>
<td><strong>Total Allowance (Rounded Up)</strong></td>
<td><strong>$39.00</strong></td>
<td><strong>$50.00</strong></td>
<td><strong>$60.00</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## ANNUAL OPERATING EXPENSES

### General & Administrative Expenses

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounting</td>
<td>$9,000</td>
</tr>
<tr>
<td>Advertising</td>
<td>$1,200</td>
</tr>
<tr>
<td>Legal fees</td>
<td>$1,200</td>
</tr>
<tr>
<td>Leased equipment</td>
<td>$</td>
</tr>
<tr>
<td>Postage &amp; office supplies</td>
<td>$6,000</td>
</tr>
<tr>
<td>Telephone</td>
<td>$3,000</td>
</tr>
<tr>
<td>Other Clicks, software fees, uniforms, travel, credit</td>
<td>$22,008</td>
</tr>
<tr>
<td>Other</td>
<td>$</td>
</tr>
</tbody>
</table>

**Total General & Administrative Expenses:** $42,408

### Management Fee:

- Percent of Effective Gross Income: 5.00%
- Amount: $44,514

### Payroll, Payroll Tax & Employee Benefits

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Management</td>
<td>$32,500</td>
</tr>
<tr>
<td>Maintenance</td>
<td>$32,240</td>
</tr>
<tr>
<td>Other Employee benefits and labor overhead</td>
<td>$19,422</td>
</tr>
<tr>
<td>Other</td>
<td>$</td>
</tr>
</tbody>
</table>

**Total Payroll, Payroll Tax & Employee Benefits:** $84,162

### Repairs & Maintenance

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elevator</td>
<td>$</td>
</tr>
<tr>
<td>Exterminating</td>
<td>$2,728</td>
</tr>
<tr>
<td>Grounds</td>
<td>$19,840</td>
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<tr>
<td>Make-ready</td>
<td>$9,300</td>
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<tr>
<td>Repairs</td>
<td>$18,600</td>
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<tr>
<td>Pool</td>
<td>$2,000</td>
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<tr>
<td>Other Tools, supplies</td>
<td>$15,980</td>
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<tr>
<td>Other</td>
<td>$</td>
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</tbody>
</table>

**Total Repairs & Maintenance:** $68,448

### Utilities (Enter Only Property Paid Expense)

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electric</td>
<td>$29,140</td>
</tr>
<tr>
<td>Natural gas</td>
<td>$</td>
</tr>
<tr>
<td>Trash</td>
<td>$</td>
</tr>
<tr>
<td>Water/Sewer</td>
<td>$13,640</td>
</tr>
<tr>
<td>Other TDHCA Regional Database</td>
<td>$58,652</td>
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<tr>
<td>Other</td>
<td>$</td>
</tr>
</tbody>
</table>

**Total Utilities:** $101,432

### Property Taxes:

- Published Capitalization Rate: 10.00%
- Source: Hidalgo CAD
- Annual Property Taxes: $99,939
- Payments in Lieu of Taxes: $0

**Total Property Taxes:** $99,939

### Reserve for Replacements:

- Annual reserves per unit: $250
- Amount: $31,000

### 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>$6,000</td>
</tr>
<tr>
<td>TDHCA Compliance fees ($40/HTC unit)</td>
<td>$4,960</td>
</tr>
<tr>
<td>TDHCA Direct Loan Compliance Fees ($34/MRD unit)</td>
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<tr>
<td>TDHCA Bond Compliance Fees (TDHCA as Bond Issuer Only - $25/MRB unit)</td>
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<tr>
<td>Bond Trustee Fees</td>
<td>$</td>
</tr>
<tr>
<td>Security</td>
<td>$</td>
</tr>
<tr>
<td>Other</td>
<td>$</td>
</tr>
</tbody>
</table>

**Total Other Expenses:** $10,960

### TOTAL ANNUAL EXPENSES

- Expense per unit: $4275
- Expense to Income Ratio: 59.54%

### NET OPERATING INCOME (before debt service)

- Amount: $360,168

### Annual Debt Service

- **Community Bank of Texas**
  - Amount: $300,113
- **TDHCA Bond-Issuer Admin Fee (0.10%)**

**TOTAL ANNUAL DEBT SERVICE**

- Debt Coverage Ratio: 1.20
- Amount: $300,113

### NET CASH FLOW

- Amount: $60,055

---

If a revised form is submitted, date of submission: 3/1/2019
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>$940,140</td>
<td>$958,943</td>
<td>$978,122</td>
<td>$997,584</td>
<td>$1,017,684</td>
<td>$1,123,554</td>
<td>$1,240,495</td>
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<tr>
<td>Secondary Income</td>
<td>$22,320</td>
<td>$22,766</td>
<td>$23,222</td>
<td>$23,686</td>
<td>$24,160</td>
<td>$26,674</td>
<td>$29,451</td>
</tr>
<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$962,460</td>
<td>$981,709</td>
<td>$1,001,343</td>
<td>$1,021,370</td>
<td>$1,041,798</td>
<td>$1,150,229</td>
<td>$1,269,946</td>
</tr>
<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>($72,185)</td>
<td>($73,628)</td>
<td>($75,101)</td>
<td>($76,603)</td>
<td>($78,135)</td>
<td>($86,267)</td>
<td>($95,246)</td>
</tr>
<tr>
<td>Rent Concessions</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>EFFECTIVE GROSS ANNUAL INCOME</td>
<td>$890,276</td>
<td>$908,081</td>
<td>$926,243</td>
<td>$944,767</td>
<td>$963,663</td>
<td>$1,063,962</td>
<td>$1,174,700</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>EXPENSES</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>General &amp; Administrative Expenses</td>
<td>$42,408</td>
</tr>
<tr>
<td>Management Fee</td>
<td>$44,514</td>
</tr>
<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$84,162</td>
</tr>
<tr>
<td>Repairs &amp; Maintenance</td>
<td>$68,448</td>
</tr>
<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$29,140</td>
</tr>
<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$13,640</td>
</tr>
<tr>
<td>Annual Property Insurance Premiums</td>
<td>$47,244</td>
</tr>
<tr>
<td>Property Tax</td>
<td>$99,939</td>
</tr>
<tr>
<td>Reserve for Replacements</td>
<td>$31,000</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>$69,612</td>
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<tr>
<td>TOTAL ANNUAL EXPENSES</td>
<td>$530,107</td>
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<tr>
<td>NET OPERATING INCOME</td>
<td>$360,168</td>
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</table>

<table>
<thead>
<tr>
<th>DEBT SERVICE</th>
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</thead>
<tbody>
<tr>
<td>First Deed of Trust Annual Loan Payment</td>
<td>$300,113</td>
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<tr>
<td>Second Deed of Trust Annual Loan Payment</td>
<td>$300,113</td>
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<tr>
<td>Third Deed of Trust Annual Loan Payment</td>
<td>$300,113</td>
</tr>
<tr>
<td>ANNUAL NET CASH FLOW</td>
<td>$60,055</td>
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<tr>
<td>CUMULATIVE NET CASH FLOW</td>
<td>$60,055</td>
</tr>
<tr>
<td>Debt Coverage Ratio</td>
<td>1.20</td>
</tr>
</tbody>
</table>

By signing below I (we) are certifying that the above 15 Year pro forma, is consistent with the unit rental rate assumptions, total operating expenses, net operating income, and debt service coverage based on the bank's current underwriting parameters and consistent with the loan terms indicated in the term sheet and preliminarily considered feasible pending further diligence review. The debt service for each year maintains no less than a 1.15 debt coverage ratio. (Signature only required if using this pro forma for points under §11.9(e)(1) relating to Financial Feasibility)

Signature, Authorized Representative, Construction or Permanent Lender

Signature, Authorized Representative, Syndicator

If a revised form is submitted, date of submission: 2/28/2019
### 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 costs, two different methods may be used:

**Column D:** To arrive at total construction costs in Column D:

**Column E:** Any proposed activity involving the acquisition of real property, easements, rights-of-way, etc., must have the projected costs of this acquisition for the activity.

**Column F:** Engineering/architectural costs must be broken out by the offsite work activity.

**Column G:** Figures for Column G, Total Activity Cost, are obtained by adding together Columns D, E, and F to get the total costs.

**ALL contingency must be included in the Contingency line item on the Development Cost Schedule and NOT on this form**

**This form must be completed by a professional engineer licensed to practice in the State of Texas. His or her signature and registration seal must be on the form.**

<table>
<thead>
<tr>
<th>Activity</th>
<th>Labor or Unit Price</th>
<th>Materials or # of Units</th>
<th>Total Construction Costs</th>
<th>Acquisition Costs</th>
<th>Engineering / Architectural Costs</th>
<th>Total Activity Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Offsite Paving</td>
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<td>$396,730.00</td>
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<td>$546,730</td>
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<tr>
<td>Offsite Utilities</td>
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<td></td>
<td>$120,000.00</td>
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<td>$</td>
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<tr>
<td>Offsite Street Lights /Signs/ Striping</td>
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<td></td>
<td>$30,000.00</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
</tbody>
</table>

**Total**

**Signature of Registered Engineer responsible for Budget Justification**

**Printed Name**

**Seal**

**Date**

If a revised form is submitted, date of submission:

2/27/2019
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>Detention</td>
<td>$ 50,000.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$ 50,000</td>
</tr>
<tr>
<td>Site Work</td>
<td>$ 100,000.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$ 100,000</td>
</tr>
<tr>
<td>On-site concrete (pavement, curb, and sidewalks)</td>
<td>$ 749,373.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$ 749,373</td>
</tr>
<tr>
<td>On-site electrical</td>
<td>$ 50,000.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$ 50,000</td>
</tr>
<tr>
<td>On-site utilities</td>
<td>$ 301,000.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$ 301,000</td>
</tr>
<tr>
<td>Bumper stops, striping &amp; signs</td>
<td>$ 35,000.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$ 35,000</td>
</tr>
<tr>
<td>Erosion Control</td>
<td>$ 45,000.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$ 45,000</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td>$1,330,373.00</td>
<td></td>
<td></td>
<td>$1,330,373</td>
</tr>
</tbody>
</table>

Signature of Registered Engineer responsible for Budget Justification

Printed Name: Mario Ramirez

Date: 2/27/2019

Seal
# 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>
</tr>
</thead>
<tbody>
<tr>
<td>Total</td>
<td>1,500,000</td>
</tr>
<tr>
<td>Eligible Basis (If Applicable)</td>
<td>0</td>
</tr>
</tbody>
</table>

## Acquisition

### Site acquisition cost
- 1,500,000

### Existing building acquisition cost

### Closing costs & acq. legal fees

### Other (specify) - see footnote 1

### Other (specify) - see footnote 1

Subtotal Acquisition Cost

| Subtotal Acquisition Cost | 1,500,000 | 0 | 0 |

## Off-Sites

### Off-site concrete

### Storm drains & devices

### Water & fire hydrants

### Off-site utilities

### Sewer lateral(s)

### Off-site paving

### Off-site electrical

### Other (specify) - see footnote 1

### Other (specify) - see footnote 1

Subtotal Off-Sites Cost

| Subtotal Off-Sites Cost | 546,730 | 0 | 0 |

## Site Work

### Demolition

### Asbestos Abatement (Demolition Only)

| Detention | 50,000 | 50,000 |
| Rough grading | 100,000 | 100,000 |
| Fine grading | 0 |
| On-site concrete | 749,373 | 749,373 |
| On-site electrical | 50,000 | 50,000 |
| On-site paving | 0 |
| On-site utilities | 301,000 | 301,000 |
| Decorative masonry | 0 |
| Bumper stops, striping & signs | 35,000 | 35,000 |
| PLEASE SPECIFY - see footnote 1 | 45,000 | 45,000 |

Subtotal Site Work Cost

| Subtotal Site Work Cost | 1,330,373 | 0 | 1,330,373 |

## Site Amenities

### Landscaping

### Pool and decking

### Athletic court(s), playground(s)

### Fencing

### Decorative masonry

### Bumper stops, striping & signs

### PLEASE SPECIFY - see footnote 1

Subtotal Site Amenities Cost

| Subtotal Site Amenities Cost | 440,007 | 0 | 440,007 |

## Building Costs

### Concrete

### Masonry

### Metals

### Woods and Plastics

### Thermal and Moisture Protection

### Roof Covering

### Doors and Windows

### Finishes

| 3/1/2019 | 825,321 | 825,321 |

---

This Development Cost Schedule must be consistent with the Summary Sources and Uses of Funds Statement. All Applications must complete the total development cost column and the Tax Payer Identification column. Only HTC applications must complete the Eligible Basis columns and the Requested Credit calculation below.

---

**TOTAL DEVELOPMENT SUMMARY**

<table>
<thead>
<tr>
<th>Total</th>
<th>Eligible Basis (If Applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost</td>
<td>Acquisition</td>
</tr>
</tbody>
</table>

**Acquisition**

- Site acquisition cost: 1,500,000
- Closing costs & acq. legal fees
- Other (specify) - see footnote 1
- Other (specify) - see footnote 1

Subtotal Acquisition Cost: 1,500,000

**Off-Sites**

- Off-site concrete
- Storm drains & devices
- Water & fire hydrants
- Off-site utilities: 120,000
- Sewer lateral(s)
- Off-site paving: 396,730
- Off-site electrical: 30,000

Subtotal Off-Sites Cost: 546,730

**Site Work**

- Demolition
- Asbestos Abatement (Demolition Only)
- Detention: 50,000
- Rough grading: 100,000
- Fine grading: 0
- On-site concrete: 749,373
- On-site electrical: 50,000
- On-site paving: 0
- On-site utilities: 301,000
- Decorative masonry: 0
- Bumper stops, striping & signs: 35,000
- PLEASE SPECIFY - see footnote 1: 45,000

Subtotal Site Work Cost: 1,330,373

**Site Amenities**

- Landscaping: 35,007
- Pool and decking: 160,000
- Athletic court(s), playground(s): 0
- Fencing: 245,000
- Decorative masonry: 0
- Bumper stops, striping & signs: 35,000
- PLEASE SPECIFY - see footnote 1: 45,000

Subtotal Site Amenities Cost: 440,007

**Building Costs**

- Concrete: 900,350
- Masonry: 525,204
- Metals: 300,117
- Woods and Plastics: 1,650,642
- Thermal and Moisture Protection: 225,087
- Roof Covering: 375,146
- Doors and Windows: 300,117
- Finishes: 825,321

---

**Self Score Total:** 12

---

**PLEASE SPECIFY - see footnote 1**

---

**Eligible Basis (If Applicable)**

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:

---

**StackTrace/Notes**

---

**3/1/2019**
### Specialties Costs

<table>
<thead>
<tr>
<th>Description</th>
<th>Before 11.9(e)(2)</th>
<th>After 11.9(e)(2)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Specialties</td>
<td>75,029</td>
<td>75,029</td>
</tr>
<tr>
<td>Equipment</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Furnishings</td>
<td>150,058</td>
<td>150,058</td>
</tr>
<tr>
<td>Special Construction</td>
<td>75,029</td>
<td>75,029</td>
</tr>
<tr>
<td>Conveying Systems (Elevators)</td>
<td>225,087</td>
<td>225,087</td>
</tr>
<tr>
<td>Mechanical (HVAC; Plumbing)</td>
<td>1,050,408</td>
<td>1,050,408</td>
</tr>
<tr>
<td>Electrical</td>
<td>825,321</td>
<td>825,321</td>
</tr>
</tbody>
</table>

### Other Costs

<table>
<thead>
<tr>
<th>Description</th>
<th>Before 11.9(e)(2)</th>
<th>After 11.9(e)(2)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Detached Community Facilities/Building</td>
<td>275,604</td>
<td>275,604</td>
</tr>
<tr>
<td>Carports and/or Garages</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Lead-Based Paint Abatement</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Asbestos Abatement (Rehabilitation Only)</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Structured Parking</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Commercial Space Costs</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

### Subtotal Building Costs Before 11.9(e)(2)

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subtotal Building Costs</td>
<td>$7,778,520</td>
</tr>
</tbody>
</table>

### Voluntary Eligible Building Costs (After 11.9(e)(2))

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>$81.69 psf</td>
<td>$9,367,397</td>
</tr>
</tbody>
</table>

### TOTAL BUILDING COSTS & SITE WORK (Including site amenities)

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL BUILDING COSTS &amp; SITE WORK</td>
<td>$9,548,900</td>
</tr>
</tbody>
</table>

### Contingency

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contingency</td>
<td>7.00%</td>
</tr>
</tbody>
</table>

### TOTAL HARD COSTS

<table>
<thead>
<tr>
<th>Description</th>
<th>THC</th>
<th>EHC</th>
</tr>
</thead>
<tbody>
<tr>
<td>General requirements (&lt;6%)</td>
<td>6.00%</td>
<td>613,039</td>
</tr>
<tr>
<td>Field supervision (within GR limit)</td>
<td>2.00%</td>
<td>204,346</td>
</tr>
<tr>
<td>Contractor overhead (&lt;2%)</td>
<td>2.00%</td>
<td>216,046</td>
</tr>
<tr>
<td>G &amp; A Field (within overhead limit)</td>
<td>6.00%</td>
<td>613,039</td>
</tr>
</tbody>
</table>

### TOTAL CONTRACTOR FEES

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL CONTRACTOR FEES</td>
<td>$1,512,324</td>
</tr>
</tbody>
</table>

### TOTAL CONSTRUCTION CONTRACT Before 11.9(e)(2)

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL CONSTRUCTION CONTRACT</td>
<td>$12,314,648</td>
</tr>
</tbody>
</table>

### Voluntary Eligible "Hard Costs" (After 11.9(e)(2))

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>VOLUNTARY ELIGIBLE &quot;HARD COSTS&quot; (AFTER 11.9(e)(2))</td>
<td>$0.00 psf</td>
</tr>
</tbody>
</table>

### SOFT COSTS

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Architectural - Design fees</td>
<td>248,000</td>
</tr>
<tr>
<td>Architectural - Supervision fees</td>
<td>18,000</td>
</tr>
<tr>
<td>Engineering fees</td>
<td>186,000</td>
</tr>
<tr>
<td>Real estate attorney/other legal fees</td>
<td>100,000</td>
</tr>
<tr>
<td>Accounting fees</td>
<td>15,000</td>
</tr>
<tr>
<td>Impact Fees</td>
<td>126,800</td>
</tr>
<tr>
<td>Building permits &amp; related costs</td>
<td>41,370</td>
</tr>
<tr>
<td>Appraisal</td>
<td>7,000</td>
</tr>
<tr>
<td>Market analysis</td>
<td>7,000</td>
</tr>
<tr>
<td>Environmental assessment</td>
<td>2,500</td>
</tr>
<tr>
<td>Soils report</td>
<td>10,000</td>
</tr>
<tr>
<td>Survey</td>
<td>15,000</td>
</tr>
</tbody>
</table>

### City of McAllen $500 fee credit

City of McAllen $500 fee credit

### 3/1/2019
<table>
<thead>
<tr>
<th>Description</th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hazard &amp; liability insurance</td>
<td>126,138</td>
<td>126,138</td>
</tr>
<tr>
<td>Real property taxes</td>
<td>50,000</td>
<td>50,000</td>
</tr>
<tr>
<td>Personal property taxes</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Tenant Relocation</td>
<td>150,000</td>
<td>150,000</td>
</tr>
<tr>
<td>PLEASE SPECIFY - see footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PLEASE SPECIFY - see footnote 1</td>
<td>2,000</td>
<td>2,000</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

**Subtotal Soft Cost**

$1,104,808  $0  $1,104,808

**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>576,050</td>
<td>230,420</td>
</tr>
<tr>
<td>Loan origination fees</td>
<td>140,500</td>
<td>140,500</td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td>50,000</td>
<td>50,000</td>
</tr>
<tr>
<td>Closing costs &amp; legal fees</td>
<td>50,000</td>
<td>50,000</td>
</tr>
<tr>
<td>Inspection fees</td>
<td>33,300</td>
<td>33,300</td>
</tr>
<tr>
<td>Credit Report</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Discount Points</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

**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>42,600</td>
<td></td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Closing costs &amp; legal</td>
<td>15,000</td>
<td></td>
</tr>
<tr>
<td>Bond premium</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Credit report</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Discount points</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Credit enhancement fees</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Prepaid MIP</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

**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>0</td>
</tr>
<tr>
<td>Loan origination fees</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Closing costs &amp; legal fees</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

**OTHER FINANCING COSTS**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tax credit fees</td>
<td>64,470</td>
<td></td>
</tr>
<tr>
<td>Tax and/or bond counsel</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>Payment bonds</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Performance bonds</td>
<td>115,090</td>
<td>115,090</td>
</tr>
<tr>
<td>Credit enhancement fees</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Mortgage insurance premiums</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Cost of underwriting &amp; issuance</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Syndication organizational cost</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tax opinion</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Refinance (existing loan payoff amt)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

**Subtotal Financing Cost**

$1,087,010  $0  $619,310

**DEVELOPER FEES**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Housing consultant fees</td>
<td>2,093,530</td>
<td>2,005,780</td>
</tr>
<tr>
<td>General &amp; administrative</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Profit or fee</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Subtotal Developer Fees**

$2,093,530  $0  $2,005,780  15.00%

3/1/2019
**RESERVES**

<table>
<thead>
<tr>
<th>Description</th>
<th>New Funds</th>
<th>Existing Reserves*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rent-up - new funds</td>
<td>50,000</td>
<td></td>
</tr>
<tr>
<td>Operating - new funds</td>
<td>415,110</td>
<td></td>
</tr>
<tr>
<td>Replacement - new funds</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Escrows - new funds</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Escrows - existing reserves*</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Reserves</strong></td>
<td><strong>$465,110</strong></td>
<td><strong>$0</strong></td>
</tr>
</tbody>
</table>

*Any existing reserve amounts should be listed on the Schedule of Sources.

**TOTAL HOUSING DEVELOPMENT COSTS**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
<th>Adjusted Basis</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL HOUSING DEVELOPMENT COSTS</td>
<td><strong>$18,565,106</strong></td>
<td><strong>$15,377,645</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)

**Total Eligible Basis**

<table>
<thead>
<tr>
<th>Amount</th>
<th><strong>$0</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>$15,377,645</strong></td>
<td></td>
</tr>
</tbody>
</table>

**Total Adjusted Basis**

<table>
<thead>
<tr>
<th>Amount</th>
<th><strong>$0</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>$19,990,939</strong></td>
<td></td>
</tr>
</tbody>
</table>

**Total Eligible Basis**

<table>
<thead>
<tr>
<th>Amount</th>
<th><strong>$16,766,594</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>$16,766,594</strong></td>
<td></td>
</tr>
</tbody>
</table>

**Applicable Percentage**

<table>
<thead>
<tr>
<th>Percentage</th>
<th>9.00%</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>$1,508,993</strong></td>
<td></td>
</tr>
</tbody>
</table>

**Credits Supported by Eligible Basis**

<table>
<thead>
<tr>
<th>Amount</th>
<th><strong>$1,508,993</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>$1,508,993</strong></td>
<td></td>
</tr>
</tbody>
</table>

**Requested Score for 11.9(e)(2)**

<table>
<thead>
<tr>
<th>Score</th>
<th>12</th>
</tr>
</thead>
</table>

*11.9(c)(2) Cost Per Square Foot: DO NOT ROUND! Applicants are advised to ensure that the figure is not rounding down to the maximum dollar figure to support the elected points.

Name of contact for Cost Estimate:  

**James E. Rickenbacker**

Phone Number for Contact:  

**(713) 560-7800**

If a revised form is submitted, date of submission:  

**3/1/2019**
## Schedule of Sources of Funds and Financing Narrative

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>Lien Position</th>
<th>Permanent Period</th>
<th>Lien Position</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Debt</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. to Perm. (Repayable)</td>
<td>$0</td>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. Only (Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Multifamily Direct Loan (Soft Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td>$</td>
<td>0.00%</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Mortgage Revenue Bond</td>
<td>$0</td>
<td>0.00%</td>
<td>$</td>
<td>0.00%</td>
</tr>
<tr>
<td>Community Bank of Texas</td>
<td>$14,050,000</td>
<td>5.00%</td>
<td>1</td>
<td>$4,260,000</td>
<td>6.25%</td>
</tr>
<tr>
<td>Community Bank of Texas</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Third Party Equity</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>RBC</td>
<td>HTC $1,500,000</td>
<td>$2,669,733</td>
<td>$13,348,665</td>
<td>0.89</td>
<td></td>
</tr>
<tr>
<td>Grant</td>
<td>§11.9(d)(2)LPS Contribution</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deferred Developer Fee</td>
<td>Texas Grey Oaks, LLC $1,843,530</td>
<td>$956,441</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td>Direct Loan Match</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Sources of Funds</td>
<td>$18,563,263</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Uses of Funds</td>
<td>$18,565,106</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
INSTRUCTIONS: Describe the sources of funds that will finance Development. The description must include construction, permanent, and bridge loans, and all other types of funds to be used for development. The information must be consistent with all other documentation in this section. Provide sufficient detail to identify the source and explain the use (in terms of the timing and any specific uses) of each type of funds to be contributed. In addition, describe/explain replacement reserves. Finally, describe/explain operating items. The narrative must include rents, operating subsidies, project based assistance, and all other sources of funds for operations. In the foregoing discussion of both development and operating funds, specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments.

Describe the sources and uses of funds (specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments). For Direct Loan or Tax-Exempt Bond Applications that contemplate an FHA-insured loan, this includes the anticipated date that FHA application will be submitted to HUD (if not already submitted).

Commercial standard construction to perm financing from CBoT. Equity contributes about 20% at closing, then additional contributions at completion, conversion, and 8609. Developer defers ~$956k which is paid over time from cash flow.

Describe the replacement reserves. Are there any existing reserve accounts that will transfer with the property? If so, describe what will be done with these funds.

$250/u/y. No existing reserve accounts.

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.

16% MR and 84% LIHTC. No dependancy on tax abatements or vouchers.

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]  STEPHEN W. KUC

Printed Name  Date

[Telephone: (713) 308-5754]  2/27/2019

Email address: Srose@CboT.com

If a revised form is submitted, date of submission:  2/28/2019
Financial Capacity, Owner Equity, and Appraisal Requirements (Multifamily Direct Loan Applications Only, if applicable)  

[§13.8(c)(6) and (7)]

Financial Capacity (10 TAC §13.8(c)(6))

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 activities;
- 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)(7))

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 §11.304 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 §11.205(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 §11.204(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 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 in the appropriate spaces in the table below.

Generally, a Related Party contribution to the Development is not considered eligible Match. Please see 10 TAC §13.2(8) as well as the Match Guidance below.

<table>
<thead>
<tr>
<th>Type of Match Pledged</th>
<th>Pledged Amount</th>
<th>Source of Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non-Federal Grants</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Waived, foregone or deferred fees and charges (ex: debris removal and container fees, tap fees, building permits, other mandatory fees charged by the local municipality) <strong>CANNOT</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Below Market Interest Rate Loan</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Property Tax Abatement</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Donated Non-Professional Labor</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Non-Federally Funded Infrastructure</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rental Value of Donated Use of Site Preparation or Construction Equipment</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Donated Construction Materials</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Donated Site Preparation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Donated Demolition Services</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Donated Real Property</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Value of Match Pledged</td>
<td>$</td>
<td>-</td>
</tr>
<tr>
<td>Total Amount of MF Direct Loan funds Requested</td>
<td>$</td>
<td>-</td>
</tr>
<tr>
<td>Percentage of MF Direct Loan Funds to be Matched (Total Value of Match /MF Direct Loan Funds Requested)</td>
<td>#DIV/0!</td>
<td></td>
</tr>
</tbody>
</table>

Not Applicable
### Finance Scoring (for Competitive HTC Applications ONLY)

<table>
<thead>
<tr>
<th>Self Score Total:</th>
<th>122</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 McAllen**

- [X] A letter from an official of the political subdivision stating that the political subdivision will provide a loan, grant, reduced fees or contribution of other value type, and the terms under which it will be provided is in the application.

- [X] The dollar value of the contribution must be in the letter and must equal $500 or more if Urban and $250 or more if Rural or USDA.

- [X] The commitment of development funding is reflected in the Application as a financial benefit to the Development, i.e. reported as a source of funds on the Sources and Uses Form and/or reflected in a lower cost in the Development Cost Schedule, such as notation of a reduction in building permits and related costs.

**Total Points Claimed:** 1

#### 2. Financial Feasibility (§11.9(e)(1))

- [ ] Eligible Pro-Forma and letter stating the Development is financially feasible.

- [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
  - 8.87%

- HTC funding request as a percent of Total Housing Development Cost
  - 8.08%

**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)

**NOTE:** Term sheets and/or loan documents from debt and equity providers must include a statement confirming they are aware the Applicant intends to elect income averaging. If the term sheet speaks to unit designations, ensure those unit designations are consistent with the rent schedule and site plan.

- 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 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>$940,140</td>
<td>$958,943</td>
<td>$978,122</td>
<td>$997,564</td>
<td>$1,017,638</td>
<td>$1,123,554</td>
</tr>
<tr>
<td>Secondary Income</td>
<td>$22,320</td>
<td>$22,766</td>
<td>$23,222</td>
<td>$23,686</td>
<td>$24,160</td>
<td>$26,674</td>
</tr>
<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$962,460</td>
<td>$981,709</td>
<td>$1,001,343</td>
<td>$1,021,370</td>
<td>$1,041,798</td>
<td>$1,150,229</td>
</tr>
<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>($72,185)</td>
<td>($73,628)</td>
<td>($75,101)</td>
<td>($76,603)</td>
<td>($78,135)</td>
<td>($86,267)</td>
</tr>
<tr>
<td>Rental Concessions</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>EFFECTIVE GROSS ANNUAL INCOME</td>
<td>$890,276</td>
<td>$908,081</td>
<td>$926,243</td>
<td>$944,767</td>
<td>$963,663</td>
<td>$1,063,962</td>
</tr>
</tbody>
</table>

### EXPENSES

<table>
<thead>
<tr>
<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>$42,408</td>
<td>$43,580</td>
<td>$44,591</td>
<td>$46,340</td>
<td>$47,731</td>
<td>$55,333</td>
</tr>
<tr>
<td>Management Fee</td>
<td>$44,514</td>
<td>$45,404</td>
<td>$46,312</td>
<td>$47,239</td>
<td>$48,183</td>
<td>$53,198</td>
</tr>
<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$84,162</td>
<td>$86,687</td>
<td>$89,287</td>
<td>$91,966</td>
<td>$94,725</td>
<td>$109,812</td>
</tr>
<tr>
<td>Repairs &amp; Maintenance</td>
<td>$68,448</td>
<td>$70,501</td>
<td>$72,615</td>
<td>$74,795</td>
<td>$77,039</td>
<td>$89,309</td>
</tr>
<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$29,140</td>
<td>$30,014</td>
<td>$30,915</td>
<td>$31,842</td>
<td>$32,797</td>
<td>$38,021</td>
</tr>
<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$13,640</td>
<td>$14,049</td>
<td>$14,471</td>
<td>$14,905</td>
<td>$15,352</td>
<td>$17,979</td>
</tr>
<tr>
<td>Annual Property Insurance Premiums</td>
<td>$47,244</td>
<td>$48,661</td>
<td>$50,121</td>
<td>$51,625</td>
<td>$53,174</td>
<td>$61,643</td>
</tr>
<tr>
<td>Property Tax</td>
<td>$99,939</td>
<td>$102,338</td>
<td>$106,026</td>
<td>$109,207</td>
<td>$112,483</td>
<td>$130,398</td>
</tr>
<tr>
<td>Reserve for Replacements</td>
<td>$31,000</td>
<td>$31,930</td>
<td>$32,888</td>
<td>$33,875</td>
<td>$34,891</td>
<td>$40,448</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>$69,612</td>
<td>$71,700</td>
<td>$73,851</td>
<td>$75,067</td>
<td>$78,349</td>
<td>$90,828</td>
</tr>
<tr>
<td>TOTAL ANNUAL EXPENSES</td>
<td>$530,107</td>
<td>$545,566</td>
<td>$561,478</td>
<td>$577,860</td>
<td>$594,723</td>
<td>$686,788</td>
</tr>
<tr>
<td>NET OPERATING INCOME</td>
<td>$360,168</td>
<td>$390,801</td>
<td>$326,243</td>
<td>$340,708</td>
<td>$368,940</td>
<td>$377,174</td>
</tr>
</tbody>
</table>

### DEBT SERVICE

<table>
<thead>
<tr>
<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>$300,113</td>
<td>$300,113</td>
<td>$300,113</td>
<td>$300,113</td>
<td>$300,113</td>
<td>$300,113</td>
</tr>
<tr>
<td>Second Deed of Trust Annual Loan Payment</td>
<td>$300,113</td>
<td>$300,113</td>
<td>$300,113</td>
<td>$300,113</td>
<td>$300,113</td>
<td>$300,113</td>
</tr>
<tr>
<td>Third Deed of Trust Annual Loan Payment</td>
<td>$300,113</td>
<td>$300,113</td>
<td>$300,113</td>
<td>$300,113</td>
<td>$300,113</td>
<td>$300,113</td>
</tr>
<tr>
<td>Other Annual Required Payment</td>
<td>$300,113</td>
<td>$300,113</td>
<td>$300,113</td>
<td>$300,113</td>
<td>$300,113</td>
<td>$300,113</td>
</tr>
<tr>
<td>ANNUAL NET CASH FLOW</td>
<td>$60,055</td>
<td>$62,402</td>
<td>$64,651</td>
<td>$66,795</td>
<td>$68,827</td>
<td>$77,061</td>
</tr>
<tr>
<td>CUMULATIVE NET CASH FLOW</td>
<td>$60,055</td>
<td>$122,458</td>
<td>$187,109</td>
<td>$253,904</td>
<td>$322,730</td>
<td>$487,450</td>
</tr>
<tr>
<td>Debt Coverage Ratio</td>
<td>1.20</td>
<td>1.21</td>
<td>1.22</td>
<td>1.23</td>
<td>1.26</td>
<td>1.27</td>
</tr>
</tbody>
</table>

By signing below I (we) are certifying that the above 15 Year pro forma, is consistent with the unit rental rate assumptions, total operating expenses, net operating income, and debt service coverage based on the bank’s current underwriting parameters and consistent with the loan terms indicated in the term sheet and preliminarily considered feasible pending further diligence review. The debt service for each year maintains no less than a 1.15 debt coverage ratio. (Signature only required if using this proforma for points under §11.9(e)(1) relating to Financial Feasibility.)

**Signature, Authorized Representative, Construction or Permanent Lender**

**Signature, Authorized Representative, Syndicator**

If a revised form is submitted, date of submission: 2/28/2019
March 1, 2019

TGO Nolana Villas 19, LP
Steve Lollis
Texas Grey Oaks, LLC
710 N. Post Oak Road, Suite 400
Houston, Texas 77024

Re: Nolana Villas

Dear Steve,

CommunityBank of Texas (the “Bank”) is pleased to provide the following term sheet for construction and permanent financing to TGO Nolana Villas 19, LP (the "Borrower") for the development of Nolana Villas, a 124-unit family LIHTC project to be built in McAllen, Texas. The proposed terms and conditions are as follows:

Summary of Terms

Borrower: TGO Nolana Villas 19, LP

Guaranty: Construction loan will be guaranteed by Mr. Steve Lollis and Texas Grey Oaks, LLC. The General Contractor will either provide a full Payment and Performance Bond or completion guarantee and bond major subcontractors. Permanent loan will be non-recourse except as to normal “bad boy” carve outs.

Project: Nolana Villas

Credit Facility: A) Construction loan of up to $14,050,000:

- Priced at a variable rate of Prime Floating subject to a minimum all-in rate of 5.00% (floor of 5.00%)
- 24-month construction loan, plus one 6-month extension as below
- one 6-month extension subject to 1) completion of project, 2) project sources and uses being balanced, 3) receipt of required tax credit equity payments, 4) No event of default has occurred or potential for default to occur, 5) 85% occupancy and 6) No material adverse change in the financial condition of the Project, Borrower and Guarantor(s).
- Interest only due monthly during construction period
- Total construction loan period including extension is 30-months
B) Permanent loan of up to approximately $4,260,000 (amount also subject to investor approval) at an assumed underwriting rate of interest of 6.25%:

- Subject to final approval, the permanent loan rate will be locked at 6.25% fixed assuming a 35-year amortization.
- 15-year term upon conversion to permanent status based on 90% occupancy for 90 days and a 1.15:1 debt service coverage.
- No pre-payment penalty – You may pay off the loan at any time without penalty.
- Principal and interest due monthly during permanent period based on a 35-year amortization; balloon payment due at maturity
- Replacement reserves to be $250 per unit per year with agreed upon increases for future years.
- Operating deficit and other reserve requirements subject to Bank review and approval. All project reserve accounts will be held at CommunityBank of Texas. It is expected that these reserve requirements will mirror the equity term sheet, but that any release provisions of operating reserve funds (aside from normal usage) will be subject to review and approval by Bank.

Note: Construction draws will be processed through the Bank, Title Company, and with approval of a 3rd party construction engineering firm hired by or acceptable to the Bank.

Loan-to-value:
1) Construction loan amount will be based on LTV not to exceed 80% based on rent-restricted value plus value of the tax credits; 2) Permanent period LTV not to exceed 80% based on the appraisal’s identified decontrol value. Please note that the decontrol value determines the value of the property on a market rate basis (non-restricted) but adjusting the valuation for the mandated 3-year decontrol period if the property is taken back through foreclosure. The 3-year decontrol period is mandated by Section 42 requirements that tenants be given a maximum 3-year period to transition out of the property if it is converting to market rate due to the LURA being removed by Bank foreclosure. Appraisal report will be in form and substance acceptable to the Bank.

Collateral:
- 1st lien deed of trust and assignment of leases and rents on the subject property
- UCC filing on furniture, fixtures, and equipment
- Assignment of Tax Credits
- Security interest in operating and replacement reserve funds
- Subordination of deferred developer fee and other management fees collected by general partner or a related entity.
- Assignment and subordination of management, construction, architectural contracts, etc.

Fees:
Origination fee of 1.00% of the construction loan (payable at construction loan closing), a 0.25% fee for the extension (payable upon exercise) and a 1.00% fee for the permanent loan (payable at construction loan closing). Borrower will also pay for all reasonable costs incurred by the Bank in connection with the loans including, but not limited to, legal fees and expenses, appraisal/survey fees, title insurance premiums and search fees, UCC searches, environmental assessment fees, and inspecting architect fees, whether the facilities contemplated herein are funded or not. This obligation will survive whether the loans are approved or not.

Reporting Requirements: Include but are not limited to:
- Annual audited financial statements of Borrower
- Annual financial statements of Guarantors
- Annual evidence of tax credit compliance
- Monthly operating statements on the property once construction is complete
- Quarterly operating statements on the property during the permanent loan period

Summary of Conditions

This proposal is subject to all the following conditions being met prior to construction closing:

Tax Credit Allocation: Receipt of an annual allocation of Low-Income Housing Tax Credits from the Texas Department of Housing & Community Affairs (TDHCA) in a minimum amount of $1,500,000.

Tax Credit Equity: Tax credit investor and equity terms (including price and pay-in schedule) subject to Bank approval. Current model has RBC Capital Markets purchasing the tax credits, providing total equity of $13,348,665.

Developer Fee: Timing of payment of developer profit to be mutually agreed upon between Bank and Borrower. It is expected that the developer fee payment will mirror the developer fee payment schedule negotiated in the equity agreement. Current model has estimated deferred developer fee of $956,441.

Project Budget: The Bank's current understanding of the project budget is based on initial verbal discussions and files provided by the Borrower on February 26, 2019. The Bank acknowledges that this project budget is subject to change.

However, significant changes to the budget that materially affect the project may result in changes to the terms and conditions proposed herein.

Underwriting Considerations: Property Pro forma utilizes $6,000 annual expense for Supportive Services

Other Conditions: Receipt and approval of those items listed in the Due Diligence Checklist

Readiness to Proceed: We understand the Borrower is taking advantage of the Readiness to Proceed application points, and as such, provided the tax credits are awarded and accepted, this transaction will close on or before November 30, 2019.

To move forward on the terms and structure outlined above, the Borrower shall return a Borrower executed version of this term sheet to CommunityBank of Texas.

The attached 15-year pro forma was prepared by TGO Nolana Villas, LP (Applicant) for Nolana Villas to be located in McAllen, Texas. The pro forma is consistent with the unit rental rate assumptions, total operating expenses, net operating income, and debt service coverage based on CommunityBank of Texas's current underwriting parameters and consistent with the loan terms indicated in the term sheet and is preliminarily considered feasible, pending further diligence review. The debt service for each year maintains no less than a 1.15 debt coverage ratio.

Additionally, we have performed a preliminary review of the credit worthiness of TGO Nolana Villas, LP and its Principals. At this time, CommunityBank of Texas has no reservations with the Development Owner or any of the Principals. We anticipate no additional guarantors or financial strength will be needed to facilitate a loan to this borrower, other than those requirements disclosed herein.

We acknowledge the amounts and terms of all other anticipated sources of funds as represented by the attached Schedule of Sources of Funds.
This discussion letter does not represent a commitment by the Bank for the proposed financing, nor does it define all the terms and conditions of loan documents, but is a framework upon which a loan request may be submitted and considered. Issuance of a commitment by the Bank is subject to the approval of the loan request under the Bank’s internal approval process, which includes, but is not limited to, a review of the Borrower’s then current financial condition and review and approval of all third-party reports, in addition to completion of loan documents in form and substance acceptable to the Bank.

If you should have any questions concerning these terms and conditions, please feel free to call me at (713) 308-5754. Steve, thank you for giving us the opportunity to consider financing for this project.

Sincerely,

CommunityBank of Texas, N.A.

By: ____________________________
Stephen W. Rose, Executive Vice President

Agreed to:

TGO Nolana Villas, LP

By: ____________________________
By: TGO Nolana Villas, GP, LLC, its G.P.
By: Texas Grey Oaks, its Managing Member
By: Steve Lollis, its Manager
## Schedule of Sources of Funds and Financing Narrative

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 Position</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Amortization</td>
<td>Term (Yrs)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Lien Position</td>
<td></td>
</tr>
<tr>
<td>Debt</td>
<td>MF Direct Loan Const. to Perm. (Repayable)</td>
<td>$0</td>
<td>$</td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. Only (Repayable)</td>
<td>$0</td>
<td>0.00%</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Multifamily Direct Loan (Soft Repayable)</td>
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<td>0.00%</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Mortgage Revenue Bond</td>
<td>$0</td>
<td>0.00%</td>
</tr>
<tr>
<td>Community Bank of Texas</td>
<td></td>
<td>$14,050,000</td>
<td>5.00% 1</td>
</tr>
<tr>
<td>Community Bank of Texas</td>
<td></td>
<td>$4,260,000</td>
<td>6.25% 15</td>
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<tr>
<td>Third Party Equity</td>
<td>RBC HTC</td>
<td>$1,500,000</td>
<td>$2,669,733</td>
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<td>Grant</td>
<td>$119(d)(2)LP5 Contribution</td>
<td>$</td>
<td>$</td>
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<tr>
<td>Deferred Developer Fee</td>
<td>Texas Grey Oaks, LLC</td>
<td>$1,843,530</td>
<td>$956,441</td>
</tr>
<tr>
<td>Other</td>
<td>Direct Loan Match</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Total Sources of Funds</td>
<td>$18,563,263</td>
<td>$18,565,106</td>
<td>$</td>
</tr>
<tr>
<td>Total Uses of Funds</td>
<td>$18,565,106</td>
<td>$18,565,106</td>
<td>$</td>
</tr>
</tbody>
</table>
INSTRUCTIONS: Describe the sources of funds that will finance Development. The description must include construction, permanent, and bridge loans, and all other types of funds to be used for development. The information must be consistent with all other documentation in this section. Provide sufficient detail to identify the source and explain the use (in terms of the timing and any specific uses) of each type of funds to be contributed. In addition, describe/explain replacement reserves. Finally, describe/explain operating items. The narrative must include rents, operating subsidies, project-based assistance, and all other sources of funds for operations. In the foregoing discussion of both development and operating funds, specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments.

Describe the sources and uses of funds (specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments). For Direct Loan or Tax-Exempt Bond Applications that contemplate an FHA-insured loan, this includes the anticipated date that FHA application will be submitted to HUD (if not already submitted).

Commercial standard construction to perm financing from CBoT. Equity contributes about 20% at closing, then additional contributions at completion, conversion, and 8609. Developer defers ~$956k which is paid over time from cash flow.

Describe the replacement reserves. Are there any existing reserve accounts that will transfer with the property? If so, describe what will be done with these funds.

$250/u/y. No existing reserve accounts.

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.

16% MR and 84% LIHTC. No dependency on tax abatements or vouchers.

By signing below I acknowledge that the amounts and terms of all anticipated sources of funds as stated above are consistent with the assumptions of my institution as one of the providers of funds.

Signature, Authorized Representative, Construction or Permanent Lender

Printed Name

Date

Telephone: (713) 308-5754

Email address: srose@cboe.com

If a revised form is submitted, date of submission: 2/28/2019
Dear Steve:

Thank you for providing us the opportunity to submit a proposal on Nolana Villas (the “Project”). This letter serves as our mutual understanding of the business terms regarding the acquisition of an ownership interests in TGO Nolana Villas 19, LP a to-be-formed Texas limited partnership, or similar entity to be formed (the “Partnership”).

RBC Tax Credit Equity, LLC, its successors and assigns (“RBC”) will acquire a 99.98% interest, and RBC Tax Credit Manager II, Inc. (“RBC Manager”) will acquire a .01% interest (collectively, the “Interest”) in the Partnership.

1. **Project and Parties Involved.**

   (a) The Project, located in the City of McAllen, State of Texas will consist of 124 apartment units. Within the Project 104 units will be occupied in compliance with the low-income housing tax credit (“LIHTC”) requirements of Section 42 of the Internal Revenue Code. The remaining 20 units will be market-rate.

   (b) The parties involved with the Project are as follows:

      (i) **General Partner.** The General Partner is TGO Nolana Villas GP, LLC, a to-be-formed single purpose, taxable entity, which is owned 60% by Texas Grey Oaks, LLC and 40% by Deborah J. Welchel.

      (ii) **Developer.** The developers are 95% Texas Grey Oaks, LLC and 5% Deborah J. Welchel collectively referred to herein as “Developer.”

      (iii) **Guarantors.** Subject to RBC’s review and approval of financial statements, the Guarantors are the Developer, Texas Grey Oaks, LLC, Steve Lollis and other entities deemed necessary by RBC, on a joint and several basis.

2. **Purchase Price.** The Interest in the Partnership will be acquired for a total capital contribution of $13,348,665. This capital contribution is based on the Project receiving the tax credits described in Paragraph 3 and represents a price per tax credit dollar of $0.89. The capital contribution, subject to adjustments set forth in Paragraph 5 below, will be payable to the Partnership in installments as set forth on Exhibit A.

3. **LIHTC.** The Project anticipates receiving a reservation of 2019 LIHTC in the amount of $1,500,000 annually. The total LIHTC anticipated to be delivered to the Partnership is $15,000,000. The LIHTC will be available to the Partnership beginning in 2021.
4. **Funding Sources.** The purchase price is based upon the assumption that the Project will receive funding on the terms and conditions listed on Exhibit B.

5. **Adjustments.**

   (a) **Downward Capital Adjustment.** The amount of LIHTC to be allocated to RBC during the credit period ("Certified LIHTC") will be determined promptly following receipt of cost certification from the accountant and Form 8609. If the Certified LIHTC is less than Projected LIHTC, RBC’s capital contributions will be reduced by an amount (the “Downward Capital Adjustment”) equal to the product of (i) $0.89 multiplied by (ii) the difference between Projected LIHTC and Certified LIHTC.

   (b) **Late Delivery Adjustment.** The amount of LIHTC allocated to RBC for 2021 will be determined at the time the Project is fully leased. If the amount of the LIHTC allocated to RBC for calendar year 2021 is less than the amounts shown in Paragraph 3, RBC’s capital contribution shall be reduced by an amount (the “Late Delivery Adjustment”) equal to the difference between the amount shown in Paragraph 3 (adjusted for any Downward Capital Adjustment) and the amount of the LIHTC allocated to RBC for calendar year 2021 less the present value (using a 10% discount rate) of the additional LIHTC projected to be received in 2031.

   (c) **Payment by General Partner.** If the Downward Capital Adjustment and the Late Delivery Adjustment exceed the total of all unfunded capital contributions, then the General Partner will make a payment to the Partnership equal to the amount of such excess, and the Partnership will immediately distribute such amount to RBC as a return of its capital contribution. Except to the extent otherwise stated herein, this payment will not give rise to any right as a loan or capital contribution or result in any increase in the General Partner’s capital account.

6. **General Partner and Guarantor Obligations.** In addition to Paragraph 5(c) above, the General Partner is responsible for items 6(a) through 6(f) below. Any amounts advanced by the General Partner will not be considered as loans or capital contributions reimbursable or repayable by the Partnership unless otherwise stated herein.

   (a) **Construction Completion.** The General Partner will guarantee construction completion in accordance with approved plans and specifications and will pay for any construction costs, costs to achieve permanent loan closing, repayment of all construction financing and costs necessary to fund reserves required to be funded at or before permanent loan closing.

   (b) **Operating Deficits.**

      (i) **Pre-Stabilization.** The General Partner will guarantee funding of operating deficits until the date (the “Stabilization Date”) which is the first day of the month following a 3-month period (such 3-month period to commence after the permanent loan closing) in which the Project has maintained an average 1.15 debt service coverage; and

      (ii) **Post-Stabilization.** Commencing with the Stabilization Date and continuing until the Release Date (defined below), the General Partner will guarantee funding of operating deficits in an amount equal to 6 months of operating expenses, debt service, and replacement reserves. Any funds paid by the General Partner under this Paragraph 6(b)(ii) shall be treated as an unsecured loan to the Partnership with interest at the rate of 0% per annum, to be repaid out of cash flow, refinancing, sale and liquidation proceeds as provided in Paragraph 9 hereof.

The “Release Date” is the later of:

   (A) the fifth anniversary of the Stabilization Date,
   (B) the date the Project has achieved an average debt service coverage of 1.15 for the 12-month period immediately prior to the Release Date, and
(C) the date the Project has achieved a 1.15 debt service coverage for each of the 3 months immediately prior to the Release Date.

(c) **LIHTC Shortfall or Recapture Event.** To the extent not already addressed by the Downward Capital Adjustment or the Late Delivery Adjustment, if the actual amount of LIHTC for any year is less than Projected LIHTC, the General Partner will guarantee payment to RBC of an amount equal to the shortfall or recapture amount, plus related costs and expenses incurred by RBC.

(d) **Repurchase.** The General Partner will repurchase RBC’s interest upon the occurrence of certain events described in the Project Entity Agreement.

(e) **Environmental Indemnity.** The General Partner will indemnify RBC against any losses due to environmental condition at the Project.

(f) **Developer Fee.** The General Partner will guarantee payment of any developer fee remaining unpaid at the end of the LIHTC compliance period.

(g) **Guarantors.** The Guarantors will guarantee all of the General Partner’s obligations. The Guarantors will maintain a net worth and liquidity level as determined by RBC after review of the Guarantors’ financial statements.

7. **Reserves.**

(a) **Operating Reserves.** An operating reserve in an amount equal to six months of operating expenses, debt service and replacement reserves will be established and maintained by the General Partner concurrent with RBC’s third capital contribution. Withdrawals from the operating reserve will be subject to RBC’s consent. Expenditures from operating reserves will be replenished from available cash flow as described in Paragraph 9(b) below.

(b) **Replacement Reserves.** The Partnership will maintain a replacement reserve, and make contributions on an annual basis equal to the greater of (i) $250 per unit and (ii) the amount required by the permanent lender. The amount of the contribution will increase annually by 3%. Annual contributions will commence with substantial completion of the Project.

8. **Fees and Compensation.** The following fees will be paid by the Partnership for services rendered in organizing, developing and managing the Partnership and the Project.

(a) **Developer Fee.** The Developer will earn a developer fee of $2,093,530 projected to be paid as follows:

(i) 20.00% concurrent with RBC’s first capital contribution;

(ii) 10.00% concurrent with RBC’s second capital contribution;

(iii) 10.00% concurrent with RBC’s third capital contribution;

(iv) 15.00% concurrent with RBC’s final capital contribution; and

(v) 45.00% is deferred and paid from net cash flow.

The deferred portion of the developer fee shall accrue interest at 8% per annum commencing as of the date of RBC’s final capital contribution. Payment of the deferred fee will be subordinate to all other Partnership debt as well as operating expense and reserve requirements.
(b) **Incentive Management Fee.** An incentive management fee will be payable to the General Partner on an annual basis in an amount equal to 90% of net cash flow as set forth on Paragraph 9(b) below.

(c) **Property Management Fee.** The property management fee will not exceed 5% of gross rental revenues. The management agent and the terms of the property management agreement are subject to the prior approval of RBC. If the management agent is an affiliate of any Guarantor, its fee will be subordinated to payment of operating costs and required debt service and reserve payments.

(d) **Asset Management Fee.** The Partnership will pay RBC Manager an annual asset management fee of $7,500 which will increase by 3% annually.

9. **Tax Benefits and Distributions.**

(a) **Tax Benefits.** Tax profits, tax losses, and tax credits will be allocated 99.98% to RBC, .01% to RBC Manager, and .01% to the General Partner.

(b) **Net Cash Flow Distributions.** Distributions of net cash flow (cash receipts less cash expenditures, payment of debt service, property management fee and asset management fee), will be made as follows:

(i) to RBC in satisfaction of any unpaid amounts due under Paragraphs 5 and 6 above and for any other amounts due and owing to RBC;

(ii) to RBC Manager for any unpaid asset management fees;

(iii) to the operating reserve to maintain the balance required in Paragraph 7(a);

(iv) to the payment of any unpaid developer fee;

(v) to the payment of any debts owed to the General Partner or their affiliates;

(vi) 90% of the remaining cash flow to the General Partner as an incentive management fee; and

(vii) the balance to the General Partner, RBC and RBC Manager in accordance with their percentage interests described in Paragraph 9(a).

(c) **Distributions upon Sale, Liquidation or Refinance.** Net proceeds resulting from any sale, liquidation or refinance will be distributed as follows:

(i) to payment in full of any Partnership debts except those due to RBC, RBC Manager, General Partner and/or their affiliates;

(ii) to the setting up of any required reserves for contingent liabilities or obligations of the Partnership;

(iii) to RBC, in satisfaction of any unpaid amounts due under Paragraphs 5 and 6 above and for any other amounts due and owing to RBC;

(iv) to RBC Manager for any unpaid asset management fees;

(v) to RBC for any excess or additional capital contributions made by it;

(vi) to the payment of any debts owed to the General Partner or their affiliates including any unpaid developer fee;
(vii) to RBC Manager, 1% of such proceeds as a capital transaction administrative fee;

(viii) to RBC in an amount equal to any projected federal income tax incurred as a result of the transaction giving rise to such proceeds; and

(ix) the balance, 90.00% to the General Partner, 9% to RBC, and 1% to RBC Manager.

10. **Construction.** The General Partner will arrange for a fixed or guaranteed maximum price construction contract. The Contractor’s obligations will be secured by a letter of credit in an amount not less than 15% of the amount of the construction contract or a payment and performance bonds in an amount not less than the amount of the construction contract. The Project will establish a construction contingency in an amount not less than 5% of the construction costs, or such greater amount as RBC may reasonably require following its review of construction documents. RBC, may, in its sole discretion, engage a construction consultant (i) to review plans and specifications and (ii) evaluate the construction progress by providing monthly reports to the Partnership. The cost of the construction consultant will be paid by the Partnership.

11. **Due Diligence, Opinions and Projections.**

(a) **Due Diligence:** The General Partner will provide RBC with all due diligence items set forth on its due diligence checklist, including but not limited to, financial statements for the Guarantors, schedule of real estate owned and contingent liabilities, plans and specifications, a current appraisal, a current (less than 6 months old) market study, a current (less than 6 months old) Phase I environmental report, rent and expense data from comparable properties, site/market visit and title and survey. The General Partner agrees to reasonably cooperate with RBC (including signing such consents as may be necessary) in obtaining background reports on the Developer, Guarantors and other Project entities as determined by RBC.

(b) **Legal Opinions.** The General Partner's counsel will deliver to RBC a local law opinion satisfactory to RBC. RBC’s counsel will prepare a tax opinion and the General Partner agrees to cooperate to provide all necessary documentation requested by RBC’s counsel.

(c) **Diligence Reimbursement.** The Partnership will reimburse RBC toward the costs incurred by RBC in conducting its due diligence review and for the costs and expenses of RBC’s counsel in connection with the preparation of the tax opinion. RBC may deduct this amount from its first capital contribution.

(d) **Projections.** The projections to be attached to the Project Entity Agreement and that support the Tax Opinion will be prepared by RBC based on projections provided by the General Partner. RBC’s projections will include development sources and uses, calculation of eligible basis, operating and construction period cash flow analysis, 15-year operating projection, 30-year debt analysis and 15-year capital account analysis.

12. **Closing Contingencies.** RBC’s obligation to close on the purchase of the Interest will be contingent upon RBC’s receipt, review and approval of all due diligence including the items set forth on its due diligence checklist as well as the following:

(a) **Project Entity Documents.** Preparation and execution of RBC’s standard Project Entity Agreement and other fee agreements containing representations and warranties, covenants, consent rights, and indemnities, each on terms and conditions satisfactory to RBC.

(b) **Information and Laws.** No adverse change in the information you have provided to us, no adverse change in market conditions and no adverse change in existing law.
(c) **Anticipated Closing Date.** The closing occurring on or before November 30, 2019.

(d) **Readiness to Proceed.**

RBC is aware that Nolana Villas is located in a County declared by FEMA to be eligible for individual assistance within two years preceding December 1, 2018 and therefore this transaction is expected to close on or before the last business day of November, 2019.

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

1. The financial feasibility of the Project including the review of a market study and site location;
2. The financial capacity of the Guarantor;
3. The financial capacity and experience of the general contractor.

Closing of this transaction is contingent upon the following:

1. Completion of RBC'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 annually;
3. Closing of the Construction Loan with a lender acceptable to RBC.

*(Remainder of page intentionally left blank)*
If the foregoing is in accordance with your understanding of the terms and conditions, please indicate your acceptance on the enclosed copy and return it to the undersigned.

Very truly yours,

By: 
Name: Dan Kierce
Title: Director

The undersigned approves and accepts the terms of this Letter of Intent.

GENERAL PARTNER:

By: ________________________________

Its: ________________________________

Date: ________________________________

GUARANTORS:

By: ________________________________

Its: ________________________________

Date: ________________________________

By: ________________________________

Its: ________________________________

Date: ________________________________
# EXHIBIT A
## CAPITAL CONTRIBUTIONS

<table>
<thead>
<tr>
<th>Conditions</th>
<th>Amount</th>
<th>Anticipated Funding Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>i) 20.00% upon the later of:</td>
<td>$2,669,733</td>
<td>October 2019</td>
</tr>
<tr>
<td>(a) the execution of the Partnership Agreement,</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(b) closing of the financing sources described in Exhibit B, and</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(c) receipt and approval of all due diligence items on RBC's due diligence checklist.</td>
<td></td>
<td></td>
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<tr>
<td>ii) 60.00% upon the later of:</td>
<td>$8,009,199</td>
<td>March 1, 2021</td>
</tr>
<tr>
<td>(a) receipt of final Certificates of Occupancy for all of the units,</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(b) receipt of an architect's certificate of substantial completion,</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(c) receipt of a preliminary cost certification accompanied by a General Partner certification, and</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(d) March 1, 2021.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>iii) 18.00% upon the later of:</td>
<td>$2,355,703</td>
<td>October 1, 2021</td>
</tr>
<tr>
<td>(a) receipt of a final cost certification from an independent certified public accountant,</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(b) achievement of 100% qualified occupancy,</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(c) permanent loan conversion, including achievement of 90 days at a 1.15 Debt Service Coverage Ratio, and</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(d) October 1, 2021.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>iv) 2.00% upon the later of:</td>
<td>$314,030</td>
<td>February 1, 2022</td>
</tr>
<tr>
<td>(a) achievement of the Stabilization Date,</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(b) receipt of the IRS Form 8609, and</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(c) February 1, 2022.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total:** $13,348,665
EXHIBIT B
SOURCES

RBC acknowledges the amounts and terms of all other anticipated sources of funds as described on the attached Schedule of Sources of Funds and as identified below.

Construction Loan
- Lender: Lender acceptable to RBC
- Amount: $14,050,000
- Maturity: 24 months (Estimated)
- Amortization: N/A
- Interest Rate: 5.00% (Estimated)
- Collateral: 1st mortgage on Project during construction

Permanent Loan
- Lender: Lender acceptable to RBC
- Amount: $4,260,000
- Maturity: 15 years
- Amortization: 420 months
- Interest Rate: 6.25% (Estimated)
- Collateral: 1st mortgage on project after conversion
Steve Lollis                   February 28, 2019
Texas Grey Oaks, LLC
9907 Moorberry
Houston, Texas 77080
Attn: Steve Lollis

Re: Nolana Villas
McAllen, TX

Dear Steve:

Thank you for providing us the opportunity to submit a proposal on Nolana Villas (the “Project”). This letter serves as our mutual understanding of the business terms regarding the acquisition of an ownership interests in TGO Nolana Villas 19, LP a to-be-formed Texas limited partnership, or similar entity to be formed (the “Partnership”). RBC Tax Credit Equity, LLC, its successors and assigns (“RBC”) will acquire a 99.98% interest, and RBC Tax Credit Manager II, Inc. (“RBC Manager”) will acquire a .01% interest (collectively, the “Interest”) in the Partnership.

1. **Project and Parties Involved.**

   (a) The Project, located in the City of McAllen, State of Texas will consist of 124 apartment units. Within the Project 104 units will be occupied in compliance with the low-income housing tax credit (“LIHTC”) requirements of Section 42 of the Internal Revenue Code. The remaining 20 units will be market-rate.

   (b) The parties involved with the Project are as follows:

      (i) **General Partner.** The General Partner is TGO Nolana Villas GP, LLC, a to-be-formed single purpose, taxable entity, which is owned 60% by Texas Grey Oaks, LLC and 40% by LT Valley Electrical Services, LLC.

      (ii) **Developer.** The developers are 95% Texas Grey Oaks, LLC and 5% LT Valley Electrical Services, LLC collectively referred to herein as “Developer.”

      (iii) **Guarantors.** Subject to RBC’s review and approval of financial statements, the Guarantors are the Developer, Texas Grey Oaks, LLC, Steve Lollis and other entities deemed necessary by RBC, on a joint and several basis.

2. **Purchase Price.** The Interest in the Partnership will be acquired for a total capital contribution of $13,348,665. This capital contribution is based on the Project receiving the tax credits described in Paragraph 3 and represents a price per tax credit dollar of $0.89. The capital contribution, subject to adjustments set forth in Paragraph 5 below, will be payable to the Partnership in installments as set forth on Exhibit A.

3. **LIHTC.** The Project anticipates receiving a reservation of 2019 LIHTC in the amount of $1,500,000 annually. The total LIHTC anticipated to be delivered to the Partnership is $15,000,000. The LIHTC will be available to the Partnership beginning in 2021.
4. **Funding Sources.** The purchase price is based upon the assumption that the Project will receive funding on the terms and conditions listed on Exhibit B.

5. **Adjustments.**

   (a) **Downward Capital Adjustment.** The amount of LIHTC to be allocated to RBC during the credit period (“Certified LIHTC”) will be determined promptly following receipt of cost certification from the accountant and Form 8609. If the Certified LIHTC is less than Projected LIHTC, RBC’s capital contributions will be reduced by an amount (the “Downward Capital Adjustment”) equal to the product of (i) $0.89 multiplied by (ii) the difference between Projected LIHTC and Certified LIHTC.

   (b) **Late Delivery Adjustment.** The amount of LIHTC allocated to RBC for 2021 will be determined at the time the Project is fully leased. If the amount of the LIHTC allocated to RBC for calendar year 2021 is less than the amounts shown in Paragraph 3, RBC’s capital contribution shall be reduced by an amount (the “Late Delivery Adjustment”) equal to the difference between the amount shown in Paragraph 3 (adjusted for any Downward Capital Adjustment) and the amount of the LIHTC allocated to RBC for calendar year 2021 less the present value (using a 10% discount rate) of the additional LIHTC projected to be received in 2031.

   (c) **Payment by General Partner.** If the Downward Capital Adjustment and the Late Delivery Adjustment exceed the total of all unfunded capital contributions, then the General Partner will make a payment to the Partnership equal to the amount of such excess, and the Partnership will immediately distribute such amount to RBC as a return of its capital contribution. Except to the extent otherwise stated herein, this payment will not give rise to any right as a loan or capital contribution or result in any increase in the General Partner’s capital account.

6. **General Partner and Guarantor Obligations.** In addition to Paragraph 5(c) above, the General Partner is responsible for items 6(a) through 6(f) below. Any amounts advanced by the General Partner will not be considered as loans or capital contributions reimbursable or repayable by the Partnership unless otherwise stated herein.

   (a) **Construction Completion.** The General Partner will guarantee construction completion in accordance with approved plans and specifications and will pay for any construction costs, costs to achieve permanent loan closing, repayment of all construction financing and costs necessary to fund reserves required to be funded at or before permanent loan closing.

   (b) **Operating Deficits.**

      (i) **Pre-Stabilization.** The General Partner will guarantee funding of operating deficits until the date (the “Stabilization Date”) which is the first day of the month following a 3-month period (such 3-month period to commence after the permanent loan closing) in which the Project has maintained an average 1.15 debt service coverage; and

      (ii) **Post-Stabilization.** Commencing with the Stabilization Date and continuing until the Release Date (defined below), the General Partner will guarantee funding of operating deficits in an amount equal to 6 months of operating expenses, debt service, and replacement reserves. Any funds paid by the General Partner under this Paragraph 6(b)(ii) shall be treated as an unsecured loan to the Partnership with interest at the rate of 0% per annum, to be repaid out of cash flow, refinancing, sale and liquidation proceeds as provided in Paragraph 9 hereof.

      The “Release Date” is the later of:  
      (A) the fifth anniversary of the Stabilization Date,  
      (B) the date the Project has achieved an average debt service coverage of 1.15 for the 12-month period immediately prior to the Release Date, and
(C) the date the Project has achieved a 1.15 debt service coverage for each of the 3 months immediately prior to the Release Date.

(c) LIHTC Shortfall or Recapture Event. To the extent not already addressed by the Downward Capital Adjustment or the Late Delivery Adjustment, if the actual amount of LIHTC for any year is less than Projected LIHTC, the General Partner will guarantee payment to RBC of an amount equal to the shortfall or recapture amount, plus related costs and expenses incurred by RBC.

(d) Repurchase. The General Partner will repurchase RBC’s interest upon the occurrence of certain events described in the Project Entity Agreement.

(e) Environmental Indemnity. The General Partner will indemnify RBC against any losses due to environmental condition at the Project.

(f) Developer Fee. The General Partner will guarantee payment of any developer fee remaining unpaid at the end of the LIHTC compliance period.

(g) Guarantors. The Guarantors will guarantee all of the General Partner’s obligations. The Guarantors will maintain a net worth and liquidity level as determined by RBC after review of the Guarantors’ financial statements.

7. Reserves.

(a) Operating Reserves. An operating reserve in an amount equal to six months of operating expenses, debt service and replacement reserves will be established and maintained by the General Partner concurrent with RBC’s third capital contribution. Withdrawals from the operating reserve will be subject to RBC’s consent. Expenditures from operating reserves will be replenished from available cash flow as described in Paragraph 9(b) below.

(b) Replacement Reserves. The Partnership will maintain a replacement reserve, and make contributions on an annual basis equal to the greater of (i) $250 per unit and (ii) the amount required by the permanent lender. The amount of the contribution will increase annually by 3%. Annual contributions will commence with substantial completion of the Project.

8. Fees and Compensation. The following fees will be paid by the Partnership for services rendered in organizing, developing and managing the Partnership and the Project.

(a) Developer Fee. The Developer will earn a developer fee of $2,093,530 projected to be paid as follows:

(i) 20.00% concurrent with RBC’s first capital contribution;

(ii) 10.00% concurrent with RBC’s second capital contribution;

(iii) 10.00% concurrent with RBC’s third capital contribution;

(iv) 15.00% concurrent with RBC’s final capital contribution; and

(v) 45.00% is deferred and paid from net cash flow.

The deferred portion of the developer fee shall accrue interest at 8% per annum commencing as of the date of RBC’s final capital contribution. Payment of the deferred fee will be subordinate to all other Partnership debt as well as operating expense and reserve requirements.
(b) **Incentive Management Fee.** An incentive management fee will be payable to the General Partner on an annual basis in an amount equal to 90% of net cash flow as set forth on Paragraph 9(b) below.

(c) **Property Management Fee.** The property management fee will not exceed 5% of gross rental revenues. The management agent and the terms of the property management agreement are subject to the prior approval of RBC. If the management agent is an affiliate of any Guarantor, its fee will be subordinated to payment of operating costs and required debt service and reserve payments.

(d) **Asset Management Fee.** The Partnership will pay RBC Manager an annual asset management fee of $7,500 which will increase by 3% annually.

9. **Tax Benefits and Distributions.**

(a) **Tax Benefits.** Tax profits, tax losses, and tax credits will be allocated 99.98% to RBC, .01% to RBC Manager, and .01% to the General Partner.

(b) **Net Cash Flow Distributions.** Distributions of net cash flow (cash receipts less cash expenditures, payment of debt service, property management fee and asset management fee), will be made as follows:

   (i) to RBC in satisfaction of any unpaid amounts due under Paragraphs 5 and 6 above and for any other amounts due and owing to RBC;

   (ii) to RBC Manager for any unpaid asset management fees;

   (iii) to the operating reserve to maintain the balance required in Paragraph 7(a);

   (iv) to the payment of any unpaid developer fee;

   (v) to the payment of any debts owed to the General Partner or their affiliates;

   (vi) 90% of the remaining cash flow to the General Partner as an incentive management fee; and

   (vii) the balance to the General Partner, RBC and RBC Manager in accordance with their percentage interests described in Paragraph 9(a).

(c) **Distributions upon Sale, Liquidation or Refinance.** Net proceeds resulting from any sale, liquidation or refinance will be distributed as follows:

   (i) to payment in full of any Partnership debts except those due to RBC, RBC Manager, General Partner and/or their affiliates;

   (ii) to the setting up of any required reserves for contingent liabilities or obligations of the Partnership;

   (iii) to RBC, in satisfaction of any unpaid amounts due under Paragraphs 5 and 6 above and for any other amounts due and owing to RBC;

   (iv) to RBC Manager for any unpaid asset management fees;

   (v) to RBC for any excess or additional capital contributions made by it;

   (vi) to the payment of any debts owed to the General Partner or their affiliates including any unpaid developer fee;
(vii) to RBC Manager, 1% of such proceeds as a capital transaction administrative fee;

(viii) to RBC in an amount equal to any projected federal income tax incurred as a result of the transaction giving rise to such proceeds; and

(ix) the balance, 90.00% to the General Partner, 9% to RBC, and 1% to RBC Manager.

10. **Construction.** The General Partner will arrange for a fixed or guaranteed maximum price construction contract. The Contractor’s obligations will be secured by a letter of credit in an amount not less than 15% of the amount of the construction contract or a payment and performance bonds in an amount not less than the amount of the construction contract. The Project will establish a construction contingency in an amount not less than 5% of the construction costs, or such greater amount as RBC may reasonably require following its review of construction documents. RBC, may, in its sole discretion, engage a construction consultant (i) to review plans and specifications and (ii) evaluate the construction progress by providing monthly reports to the Partnership. The cost of the construction consultant will be paid by the Partnership.

11. **Due Diligence, Opinions and Projections.**

(a) **Due Diligence:** The General Partner will provide RBC with all due diligence items set forth on its due diligence checklist, including but not limited to, financial statements for the Guarantors, schedule of real estate owned and contingent liabilities, plans and specifications, a current appraisal, a current (less than 6 months old) market study, a current (less than 6 months old) Phase I environmental report, rent and expense data from comparable properties, site/market visit and title and survey. The General Partner agrees to reasonably cooperate with RBC (including signing such consents as may be necessary) in obtaining background reports on the Developer, Guarantors and other Project entities as determined by RBC.

(b) **Legal Opinions.** The General Partner's counsel will deliver to RBC a local law opinion satisfactory to RBC. RBC’s counsel will prepare a tax opinion and the General Partner agrees to cooperate to provide all necessary documentation requested by RBC’s counsel.

(c) **Diligence Reimbursement.** The Partnership will reimburse RBC toward the costs incurred by RBC in conducting its due diligence review and for the costs and expenses of RBC’s counsel in connection with the preparation of the tax opinion. RBC may deduct this amount from its first capital contribution.

(d) **Projections.** The projections to be attached to the Project Entity Agreement and that support the Tax Opinion will be prepared by RBC based on projections provided by the General Partner. RBC’s projections will include development sources and uses, calculation of eligible basis, operating and construction period cash flow analysis, 15-year operating projection, 30-year debt analysis and 15-year capital account analysis.

12. **Closing Contingencies.** RBC’s obligation to close on the purchase of the Interest will be contingent upon RBC’s receipt, review and approval of all due diligence including the items set forth on its due diligence checklist as well as the following:

(a) **Project Entity Documents.** Preparation and execution of RBC’s standard Project Entity Agreement and other fee agreements containing representations and warranties, covenants, consent rights, and indemnities, each on terms and conditions satisfactory to RBC.

(b) **Information and Laws.** No adverse change in the information you have provided to us, no adverse change in market conditions and no adverse change in existing law.
(c) **Anticipated Closing Date.** The closing occurring on or before November 30, 2019.

(d) **Readiness to Proceed.**

RBC is aware that Nolana Villas is located in a County declared by FEMA to be eligible for individual assistance within two years preceding December 1, 2018 and therefore this transaction is expected to close on or before the last business day of November, 2019.

RBC has reviewed the following due diligence as of the issuance of this letter:
1. The financial feasibility of the Project including the review of a market study and site location;
2. The financial capacity of the Guarantor;
3. The financial capacity and experience of the general contractor.

Closing of this transaction is contingent upon the following:
1. Completion of RBC'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 annually;
3. Closing of the Construction Loan with a lender acceptable to RBC.

( Remainder of page intentionally left blank)
If the foregoing is in accordance with your understanding of the terms and conditions, please indicate your acceptance on the enclosed copy and return it to the undersigned.

Very truly yours,

By: [Signature]
Name: Dan Kierce
Title: Director

The undersigned approves and accepts the terms of this Letter of Intent.

GENERAL PARTNER:

By: _______________________________
Its: _______________________________
Date: _______________________________

GUARANTORS:

By: _______________________________
Its: _______________________________
Date: _______________________________

By: _______________________________
Its: _______________________________
Date: _______________________________
### EXHIBIT A
### CAPITAL CONTRIBUTIONS

<table>
<thead>
<tr>
<th>Conditions</th>
<th>Amount</th>
<th>Anticipated Funding Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>i) 20.00% upon the later of:</td>
<td>$2,669,733</td>
<td>October 2019</td>
</tr>
<tr>
<td>(a) the execution of the Partnership Agreement,</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(b) closing of the financing sources described in Exhibit B, and</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(c) receipt and approval of all due diligence items on RBC's due diligence checklist.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ii) 60.00% upon the later of:</td>
<td>$8,009,199</td>
<td>March 1, 2021</td>
</tr>
<tr>
<td>(a) receipt of final Certificates of Occupancy for all of the units,</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(b) receipt of an architect's certificate of substantial completion,</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(c) receipt of a preliminary cost certification accompanied by a General Partner certification, and</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(d) March 1, 2021.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>iii) 18.00% upon the later of:</td>
<td>$2,355,703</td>
<td>October 1, 2021</td>
</tr>
<tr>
<td>(a) receipt of a final cost certification from an independent certified public accountant,</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(b) achievement of 100% qualified occupancy,</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(c) permanent loan conversion, including achievement of 90 days at a 1.15 Debt Service Coverage Ratio, and</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(d) October 1, 2021.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>iv) 2.00% upon the later of:</td>
<td>$314,030</td>
<td>February 1, 2022</td>
</tr>
<tr>
<td>(a) achievement of the Stabilization Date,</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(b) receipt of the IRS Form 8609, and</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(c) February 1, 2022.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total:</strong></td>
<td>$13,348,665</td>
<td></td>
</tr>
</tbody>
</table>
EXHIBIT B
SOURCES

RBC acknowledges the amounts and terms of all other anticipated sources of funds as described on the attached Schedule of Sources of Funds and as identified below.

Construction Loan
- Lender: Lender acceptable to RBC
- Amount: $14,050,000
- Maturity: 24 months (Estimated)
- Amortization: N/A
- Interest Rate: 5.00% (Estimated)
- Collateral: 1st mortgage on Project during construction

Permanent Loan
- Lender: Lender acceptable to RBC
- Amount: $4,260,000
- Maturity: 15 years
- Amortization: 420 months
- Interest Rate: 6.25% (Estimated)
- Collateral: 1st mortgage on project after conversion
## Schedule of Sources of Funds and Financing Narrative

Describe all sources of funds. Information must be consistent with the information provided throughout the Application (i.e. Financing Narrative, Term Sheets and Development Cost Schedule).

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Construction Period</th>
<th>Permanent Period</th>
<th>Lien Position</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
<td>Loan/Equity Amount</td>
</tr>
<tr>
<td>Debt</td>
<td>MF Direct Loan Const. to Perm. (Repayable)</td>
<td>$0</td>
<td>$</td>
<td>$0</td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. Only (Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td>$</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Multifamily Direct Loan (Soft Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td>$</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Mortgage Revenue Bond</td>
<td>$0</td>
<td>0.00%</td>
<td>$</td>
</tr>
<tr>
<td>Community Bank of Texas</td>
<td></td>
<td>$14,050,000</td>
<td>5.00%</td>
<td>$</td>
</tr>
<tr>
<td>Community Bank of Texas</td>
<td></td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Third Party Equity</td>
<td>HTC</td>
<td>$1,500,000</td>
<td>$2,669,733</td>
<td>$13,348,665</td>
</tr>
<tr>
<td>Grant</td>
<td>$11.9(d)(2)LPS Contribution</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Deferred Developer Fee</td>
<td>Texas Grey Oaks, LLC</td>
<td>$1,843,530</td>
<td>$956,441</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td>Direct Loan Match</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

| Total Sources of Funds | $18,563,263 | $18,565,106 |
| Total Uses of Funds    | $18,565,106 | $18,565,106 |

2/28/2019
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).

Commercial standard construction to perm financing from CBoT. Equity contributes about 20% at closing, then additional contributions at completion, conversion, and 8609. Developer defers ~$956k which is paid over time from cash flow.

Describe the replacement reserves. Are there any existing reserve accounts that will transfer with the property? If so, describe what will be done with these funds.

$250/u/y. No existing reserve accounts.

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.

16% MR and 84% LIHTC. No dependancy on tax abatements or vouchers.

By signing below I acknowledge that the amounts and terms of all anticipated sources of funds as stated above are consistent with the assumptions of my institution as one of the providers of funds.

Signature, Authorized Representative, Construction or Permanent Lender

Printed Name

Date

Telephone: (713) 368-5754

Email address: sprorse@cboe.com

If a revised form is submitted, date of submission: 2/28/2019
December 19, 2018

Texas Department of Housing and Community Affairs
Attn: Marni Holloway, Executive Director – via email – marni.holloway@tdhca.state.tx.us
P.O. Box 13941
221 E. 11th Street
Austin, TX 78711-3941

RE: Funding Commitment for Nolana Villas

Dear Ms. Holloway:

The City of McAllen has been made aware that pursuant to subsection 11.9(d)(2) of the 2019 rules that govern the housing tax credit program in Texas (the “Rules”), an application seeking competitive housing tax credits may qualify to receive one (1) point by providing evidence of a commitment of development funding from the city or county in which a development site is located. To qualify for the point, a letter from an official of the municipality, county, or other instrumentality must be provided. Furthermore, the letter must state that the jurisdiction will provide a loan, grant, reduced fees or other contribution that will benefit the proposed development.

Texas Grey Oaks LLC and its affiliates are applying for 2019 housing tax credits in connection with the proposed development of Nolana Villas, an affordable rental housing community for individuals and families that will be located near the southeast corner of E. Nolana Ave. and North K Center Street, in McAllen, Hidalgo County, Texas. In accordance with subsection 11.9(d)(2) of the Rules, the City of McAllen City Commission has approved providing reduced fees for the benefit of the proposed development in the amount of $500.

If you have any questions, please feel free to contact me at (956) 681-1008.

Sincerely,

Michelle Rivera, AICP, CPM, CM-ICMA
Assistant City Manager
Pursuant to §11.9(b)(2) of the Qualified Allocation Plan, an Application may qualify to receive up to two (2) points provided the ownership structure meets one of the following requirements in parts 1 OR 2 below:

1. Application is attempting to score as a Qualified Nonprofit or certified HUB with ownership interest and material participation and meets the criteria below:

   - No  If attempting to score as a Qualified Nonprofit, Application is applying under the Nonprofit Set-Aside
   - Yes If attempting to score as a certified HUB, evidence of the HUB’s existence from the Texas Comptroller of Accounts is provided behind this Tab
   - Yes The Qualified Nonprofit or certified HUB has some combination of ownership interest, cash flow from operations, and developer fee which taken together equal at least 50% and no less than 5% for any category.
     - Ownership Interest: 40.000%
     - Cash flow from operations: 5.000%
     - Developer Fee: 5.000%
     - Total: 50.00% (Must equal at least 50% regardless of structure)
   - Yes The Qualified Nonprofit or certified HUB will materially participate in the Development and the operation of the Development throughout the Compliance Period.
   - Yes A detailed narrative describing how that material participation will be achieved is included.
   - Yes The Qualified Nonprofit or certified HUB has experience directly related to the housing industry.
   - Yes A detailed narrative describing experience in each category is included.

   Mark all that apply:
   - Property Management
   - Construction X
   - Development X
   - 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.
   - 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
APPLICATION NO. 19273-NOLANA VILLAS

SPONSOR CHARACTERISTICS – HUB EXPERIENCE

LT Valley Electrical Services, LLC (LT Valley) is certified by the State of Texas as a Historically Underutilized Business. LT Valley is wholly owned by Luis Torres who has been involved in the housing industry for more than 45-years. As a licensed electrical contractor, he provided all of the electrical services to Bowie Garden Apartments, in Brownsville, TX and Weslaco Hill Apartments, in Weslaco, TX and acted as the Owner’s representative in the lease up and stabilization of these properties. LT Valley is the HUB on 13112-Liberty Trails Townhomes and as the HUB, has materially participated in all aspects of the ownership, construction, development and now the operation of this development.
STATEMENT OF MATERIAL PARTICIPATION

**Background**

TGO Nolana Villas 19, LP, a to be formed Texas limited partnership (the "Partnership"), will own and operate a rental housing community located in McAllen, Texas, to be known as Nolana Villas (the "Project") which will be funded through an award of housing tax credits. TGO Nolana Villas GP LLC, a to be formed Texas limited liability company ("General Partner") will serve as the general partner of the Partnership. Texas Grey Oaks, LLC, a Texas limited liability company and LT Valley Electrical Services, LLC will serve as members of the General Partner and as Co-Developers (collectively, the "Developer"). The Developers will enter into a development agreement with the Partnership to provide development services for the Project. LT Valley Electrical Services, LLC ("HUB") is a historically underutilized business that will materially participate in the ownership, development and operation of the Project, and will receive allocations of ownership interests, cash flow, and developer fee for the Project.

The Partnership has applied for points (the "Sponsor Characteristics Points") under §11.9(b)(2) of the 2019 Qualified Allocation Plan from the Texas Department of Housing and Community Affairs (the "TDHCA"). This Material Participation Plan sets forth the role of the HUB in the development and operation of the Project, as well as the shares of ownership interests, developer fee, and cash flow to be allocated to the HUB.

**Material Participation**

During the Compliance Period (as defined in §42(i) of the Internal Revenue Code), the HUB shall materially participate in the construction, development and operation of the Project. The HUB shall devote such time and effort as necessary to assist in the development of the Project and such time and effort as necessary to operate the Project. During the development of and throughout the Compliance Period for the Project, the HUB shall maintain its Certification with the Texas Comptroller of Public Accounts as a HUB.

1. **Development of the Project.** The HUB will engage in development activities that will include without limitation to the following during the development phase of the Project:

   (i) Assist the Developer regarding the design of the Project especially as it relates to all electrical systems;

   (ii) Review the Project's plans and specifications; and

   (iii) Assist the Developer in obtaining all local approvals and permits necessary for the construction of the Project.

2. **Construction of the Project.** The HUB shall engage in construction activities during the construction phase of the Project that will include without limitation:
(i) review the submission of construction loan draw requests to the
construction lender;

(ii) attend construction progress meetings with the contractor and/or
subcontractors;

(iii) review any changes to the Project sources and uses;

(iv) review any changes to the Project completion schedule;

(v) participate in electrical design and construction activities; and

(vi) attend meetings with sources of financing, including the construction
lender.

3. Operation of the Project. The HUB will materially participate in all aspects
of operating the Project throughout the Compliance Period, including without limitation
assisting the management company to ensure that the Project is developed and operated as a
low-income housing project in accordance with Section 42 of the Code and in compliance
with TDHCA rules and regulations and perform all of the duties set forth in the
partnership agreement with the equity investor.

Ownership, Cash Flow, and Developer Fee

The share of ownership by the HUB will be 40% of the General Partner interest in the
Partnership. The overall ownership interests in the Partnership will be 99.99% by the investor
limited partner and 0.01% by General Partner.

The share of cash flow from operations to be allocated to the HUB will be no less
than 5%.

The HUB's share of the developer fee will be no less than 5%.

In no event will the combination of ownership, cash flow from operations, and
developer fee shares be less than 50%. In no event will the percentage share for each of these
categories (ownership, cash flow, developer fee) be less than 5%.

Concluding Statement

The HUB will materially participate in the development and operation of the Project
throughout the Compliance Period. The Partnership will allocate ownership interests in the
General Partner, cash flow shares, and developer fee splits to the HUB that total at least 50%.
The share for each of these categories will be at least 5%. 
The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority, woman, and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at https://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp. Provided that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. Note: Any changes made to your company's information may require the HUB Program to re-evaluate your company's eligibility.

Please visit our website at http://comptroller.texas.gov/procurement/prog/hub/ and reference our publications (i.e. Grow Your Business pamphlet, HUB Brochure and Vendor Guide) providing addition information on state procurement resources that can increase your company's chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

---

Texas Historically Underutilized Business (HUB) Certificate

Certificate/VID Number: 1900912927100
File/Vendor Number: 478852
Approval Date: 02-OCT-2017
Scheduled Expiration Date: 02-OCT-2021

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

**LT VALLEY ELECTRICAL SERVICES, 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 06-OCT-2017, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business’ application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Laura Cagle-Hinojosa, Statewide HUB Program Manager
Statewide Support Services Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company’s HUB certification prior to issuing a notice of award by accessing the Internet (https://mycpa.cpa.state.tx.us/tpasscmb/search/index.jsp) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Rev. 06/16
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 §11.204(13)(A) of the QAP, 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:

Be advised that the definition of “Control” has been revised. Refer to 10 TAC §11.1(d)(30) to ensure compliance.

Note that the percentage refers to the entity to which the Person is directly connected, not to the whole Development Owner.

ALL Persons who have actual or apparent authority to exercise Control must be identified on the Organizational Chart.

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 the date of submission!
Ownership Organizational Chart

Nolana Villas
TDHCA#: 19273
McAllen, Texas

TGO Nolana Villas 19, LP
a Texas Limited Partnership (tbf)

TGO Nolana Villas GP, LLC
a Texas Limited Liability Company General Partner (tbf)
General Partner
0.01%

Texas Grey Oaks, LLC
a Texas Limited Liability Company
Managing Member
60%
Ability to Exercise Control

Steve Lollis
Sole Member
100%
Ability to Exercise Control

LT Valley Electrical Services, LLC
a Texas limited liability company
(Certified HUB)
Member
40%

Luis Torres
Sole Member
100%
Guarantor Organizational Chart
Nolana Villas
TDHCA#: 19273
McAllen, Texas

Steve Lollis, Individual

Texas Grey Oaks, LLC
a Texas Limited Liability Company

Steve Lollis
Sole Member
100%
### List of Organizations and Principals

Provide the requested information for all partnerships, corporations, limited liability companies, trusts, or any other public or private entity and their Affiliates identified on the Owner and Developer Organization Charts. Organizations that own or control other organizations should also be identified until the 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 any portion of the developer fee whether by subcontract or otherwise, except if the Person is acting as a consultant with no Control. (Note - Entity Names, Principals, and ownership percentage should coincide with the Owner and Developer Organization Charts)

Be advised that the definition of "Control" has been revised. Refer to 10 TAC §11.1(d)(30) to ensure compliance.

<table>
<thead>
<tr>
<th>Applicant Legal Name: TGO Nolana Villas 19, LP (tbf)</th>
<th>Address: 6300 West Loop South, Suite 670</th>
<th>City: Bellaire</th>
<th>State: TX</th>
<th>Zip: 77401</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name(s) of Entities the Organization Owns or Controls:</td>
<td>Organization legally formed? No</td>
<td>Date formed:</td>
<td>Legal Org is or will be: Limited Partnership</td>
<td></td>
</tr>
<tr>
<td>Previous TDHCA Experience? No</td>
<td>Phone: (713) 875-9456</td>
<td>Email: <a href="mailto:steve@texasgreyoaks.com">steve@texasgreyoaks.com</a></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Organization Legal Name: TGO Nolana Villas GP, LLC (tbf)</td>
<td>Role/Title Applicant GP</td>
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<td></td>
</tr>
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<td>Address: 6300 West Loop South, Suite 670</td>
<td>City: Bellaire</td>
<td>State: TX</td>
<td>Zip: 77401</td>
<td></td>
</tr>
<tr>
<td>Name(s) of Entities the Organization Owns or Controls: Applicant</td>
<td>Organization legally formed? No</td>
<td>Date formed:</td>
<td>Legal Org is or will be: Limited Liability Company</td>
<td></td>
</tr>
<tr>
<td>Previous TDHCA Experience? No</td>
<td>Phone: 7138759456</td>
<td>Email: <a href="mailto:steve@texasgreyoaks.com">steve@texasgreyoaks.com</a></td>
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</tr>
<tr>
<td>Organization is identified on Org. Chart: Yes</td>
<td>Ability to exercise Control over the Development? Yes</td>
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<tr>
<td>List of Sub-Entities or Principals:</td>
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<tr>
<td>1. Texas Grey Oaks, LLC</td>
<td>TDHCA Experience: Yes</td>
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<tr>
<td>2. LT Valley Electrical Services, LLC</td>
<td>TDHCA Experience: Yes</td>
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<td>3.</td>
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<td>6.</td>
<td>TDHCA Experience:</td>
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</tbody>
</table>

| Organization Legal Name: Texas Grey Oaks, LLC | Role/Title Mem-Org-1/Co-Dev/Guar |
| Address: 6300 West Loop South, Suite 670 | City: Bellaire | State: TX | Zip: 77401 |
| Name(s) of Entities the Organization Owns or Controls: Org.1/Co-Developer/Guarantor | Organization legally formed? Yes | Date formed: 2/10/2009 | Legal Org is or will be: Limited Liability Company |
| Previous TDHCA Experience? Yes | Phone: 7138759456 | Email: steve@texasgreyoaks.com |
| Organization is identified on Org. Chart: Yes | Ability to exercise Control over the Development? Yes |
| List of Sub-Entities or Principals: | |
| 1. Steve Lollis | TDHCA Experience: Yes |
| 2. | TDHCA Experience: |
| 3. | TDHCA Experience: |
| 4. | TDHCA Experience: |
| 5. | TDHCA Experience: |
| 6. | TDHCA Experience: |

| Organization Legal Name: LT Valley Electrical Services, LLC | Role/Title Mem-Org-1/Co-Dev |
| Address: 256 Avenida Del Sol | City: Brownsville | State: TX | Zip: 78526 |
| Name(s) of Entities the Organization Owns or Controls: Org.1/Co-Developer | Organization legally formed? Yes | Date formed: 11/27/2012 | Legal Org is or will be: Limited Liability Company |
| Previous TDHCA Experience? Yes | Phone: 9565793471 | Email: ltelectrical1@gmail.com |
| Organization is identified on Org. Chart: Yes | Ability to exercise Control over the Development? No |
| List of Sub-Entities or Principals: | |
| 1. Luis Torres | TDHCA Experience: Yes |
| 2. | TDHCA Experience: |
| 3. | TDHCA Experience: |
| 4. | TDHCA Experience: |
| 5. | TDHCA Experience: |
| 6. | TDHCA Experience: |
The Previous Participation Form is posted in a separate Excel Workbook that includes "Instructions" for copying it.
# Previous Participation Form

Form must be completed separately for each entity (i.e. person, organization, etc.) that has or will have a controlling interest or oversight in the contract, award, agreement, or ownership transfer being considered. This form should also be completed for each board member, individual with signature authority, executive director, or elected official that represents the person/entity (as applicable).

<table>
<thead>
<tr>
<th>Person/Role:</th>
<th>TGO Nolana Villas 19, LP (tbf)-Applicant</th>
</tr>
</thead>
<tbody>
<tr>
<td>Email Address:</td>
<td><a href="mailto:steve@texasgreyoaks.com">steve@texasgreyoaks.com</a></td>
</tr>
<tr>
<td>City &amp; State of Home Addr:</td>
<td>Houston, TX</td>
</tr>
<tr>
<td>Applicant Legal Name:</td>
<td>TGO Nolana Villas 19, LP (tbf)</td>
</tr>
</tbody>
</table>

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, SHTF, 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.**

   ![Check box for no prior experience](false)

<table>
<thead>
<tr>
<th>TDHCA ID#</th>
<th>Property Name</th>
<th>Property City</th>
<th>Program</th>
<th>Control began (mm/yy)</th>
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<tbody>
<tr>
<td>N/A</td>
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</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.**

   ![Check box for no prior experience](false)

<table>
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<tr>
<th>Community Affairs:</th>
<th>CEAP</th>
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<th>Bootstrap</th>
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**1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, SHTF, RHD), and BOND) that you have controlled at any time.**

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**2. Identify all Community Affairs and Single Family department programs that you have participated in within the last three(3) years by placing an "x" next to the program name.**

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<tr>
<th>Other:</th>
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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

Person/Role: Texas Grey Oaks, LLC-GP Member/Co-Developer/Guarantor

Email Address: steve@texasgreyoaks.com

City & State of Home Addr: Houston, TX

Applicant Legal Name: TGO Nolana Villas 19, LP (tbf)

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, SHTF, RHD), and BOND) that you have controlled at any time.

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<th>Control began (mm/yy)</th>
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</tr>
</thead>
<tbody>
<tr>
<td>05101</td>
<td>Creek Crossing</td>
<td>Canyon</td>
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<td>Tierra Blanca</td>
<td>Hereford</td>
<td>HTC</td>
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<td>09357</td>
<td>Weslaco Hills</td>
<td>Weslaco</td>
<td>HTC/Exchange</td>
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<td>Port Lavaca</td>
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<td>Midway North CDP</td>
<td>HTC</td>
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</tbody>
</table>

2. Identify all Community Affairs and Single Family department programs that you have participated in within the last three(3) years by placing an "x" next to the program name.

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### 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 City & State of Home Addr: Houston, TX

<table>
<thead>
<tr>
<th>Person/Role</th>
<th>TGO Nolana Villas 19, LP (tbf)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Email Address:</td>
<td><a href="mailto:steve@texasgreyoaks.com">steve@texasgreyoaks.com</a></td>
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1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, SHTF, RHD), and BOND) that you have controlled at any time.

By selecting this box I certify that I have no prior experience with any TDHCA administered affordable rental program.

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<th>TDHCA ID#</th>
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<th>Property City</th>
<th>Program</th>
<th>Control began (mm/yy)</th>
<th>Control End (mm/yy)</th>
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<tbody>
<tr>
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<td>HTC/Home</td>
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<td>Villages of Penitas</td>
<td>Penitas</td>
<td>HTC</td>
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<tr>
<td>14177</td>
<td>Orchard Estates</td>
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<td>HTC</td>
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<td>18208</td>
<td>Midway Villas</td>
<td>Midway North CDP</td>
<td>HTC</td>
<td>Jul-18</td>
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</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.

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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

Person/Role: Luis Torres-GP Member/Co-Developer

Email Address: itelectrical@gmail.com

City & State of Home Addr: Brownsville, TX

Applicant Legal Name: TGO Nolana Villas 19, LP (tbf)

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, SHTF, RHD), and BOND) that you have controlled at any time.

☐ By selecting this box I certify that I have no prior experience with any TDHCA administered affordable rental program.

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<tbody>
<tr>
<td>13112</td>
<td>Liberty Trails Townhomes</td>
<td>Liberty Hills</td>
<td>HTC</td>
<td>Jul-13</td>
<td></td>
</tr>
</tbody>
</table>

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☐ 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 | CSBG | ESG | LIHEAP | DOE | HHSP | WAP | CSBG | ESG | LIHEAP | DOE | HHSP | WAP | CSBG | ESG | LIHEAP | DOE | HHSP | WAP | CSBG | ESG | LIHEAP |
|--------------------|------|-----|------|-----|------|-----|--------|-----|------|-----|------|-----|--------|-----|------|-----|------|-----|--------|-----|------|-----|------|-----|--------|-----|------|-----|------|-----|--------|
| HOME:              |      |     |      |     |      |     |        |     |      |     |      |     |        |     |      |     |      |     |        |     |      |     |      |     |        |     |      |     |      |     |        |
| HTF/OCI:           |      |     |      |     |      |     |        |     |      |     |      |     |        |     |      |     |      |     |        |     |      |     |      |     |        |     |      |     |      |     |        |
| Other:             |      |     |      |     |      |     |        |     |      |     |      |     |        |     |      |     |      |     |        |     |      |     |      |     |        |     |      |     |      |     |        |
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<thead>
<tr>
<th>Person/Role:</th>
<th>LT Valley Electrical Services, LLC-GP Member/Co-Developer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Email Address:</td>
<td><a href="mailto:litelectrical@gmail.com">litelectrical@gmail.com</a></td>
</tr>
<tr>
<td>City &amp; State of Home Addr:</td>
<td>Brownsville, TX</td>
</tr>
<tr>
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</tr>
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</table>
**Nonprofit Participation**

<table>
<thead>
<tr>
<th># Nonprofit Set-Aside (Competitive HTC Applications Only)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Qualification:</strong> Must meet the definition of a Qualified Nonprofit Development pursuant to §11.1(a)(106) of the QAP, §42(h)(5) of the Code, and the requirements of §11.5(1) of the QAP.</td>
</tr>
<tr>
<td><strong>Documentation:</strong> Eligibility will be confirmed based upon completion of the Nonprofit participation and Additional Nonprofit Documentation requirements.</td>
</tr>
</tbody>
</table>

- 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.

<table>
<thead>
<tr>
<th>Organization Name:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Is the Organization a 501(c)(3) or (4) as of the beginning of the Application Acceptance Period?</td>
<td></td>
</tr>
<tr>
<td>If no to the question above, what is its current legal status?</td>
<td></td>
</tr>
<tr>
<td>If &quot;Other&quot; please specify:</td>
<td></td>
</tr>
</tbody>
</table>

| 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:  

---

2/28/2019
<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Address</th>
<th>City</th>
<th>State</th>
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<tbody>
<tr>
<td>Phone</td>
<td>Ext.</td>
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</table>
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)
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>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>T-Marq Construction Company</td>
<td>Steve Lollis</td>
<td>(713) 875-9456</td>
<td><a href="mailto:steve@texasgreyoaks.com">steve@texasgreyoaks.com</a></td>
<td>TBD</td>
<td>81-4201702</td>
<td>No</td>
<td>Yes</td>
</tr>
<tr>
<td>Texas Grey Oaks, LLC</td>
<td>Steve Lollis</td>
<td>(713) 875-9456</td>
<td><a href="mailto:steve@texasgreyoaks.com">steve@texasgreyoaks.com</a></td>
<td>95% of Fee</td>
<td>27-1648808</td>
<td>Yes</td>
<td>Yes</td>
</tr>
</tbody>
</table>

### Housing General Contractor:

<table>
<thead>
<tr>
<th>Company</th>
<th>Contact Name</th>
<th>Phone</th>
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### Infrastructure General Contractor:

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<tr>
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### Cost Estimator:

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<th>Company</th>
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<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>
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### Architect:

<table>
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<tr>
<th>Company</th>
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<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>Mucasey A&amp;Associates, Architects</td>
<td>Mark Mucasey</td>
<td>(713) 521-1233</td>
<td><a href="mailto:markm@mucaseyarchitects.com">markm@mucaseyarchitects.com</a></td>
<td>TBD</td>
<td>76-0302846</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>Contact Name</td>
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</tr>
<tr>
<td>Barry Palmer</td>
<td>(713) 653-7395</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>George Littlejohn</td>
<td>(512) 340-0420</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Coats Rose</td>
<td>(956) 381-0981</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Melden &amp; Hunt, Inc.</td>
<td>(281) 387-7552</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Novogradac &amp; Company</td>
<td>(512) 340-0420</td>
<td></td>
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<tr>
<td>Affordable Housing Analysts</td>
<td>(281) 387-7552</td>
<td></td>
<td></td>
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<tr>
<td>Appraiser:</td>
<td>(713) 653-7395</td>
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<tr>
<td>Attorney:</td>
<td>(512) 340-0420</td>
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<tr>
<td>Accountant:</td>
<td>(512) 340-0420</td>
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**Engineer:**

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**Civil Engineer:**

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<th>Contact Name</th>
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<tr>
<td>Mario Reyna</td>
<td>(956) 381-0981</td>
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**Market Analyst:**

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<tr>
<th>Contact Name</th>
<th>Phone</th>
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<tr>
<td>Bob Coe</td>
<td>(281) 387-7552</td>
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**Appraiser:**

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<th>Contact Name</th>
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**Attorney:**

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**Accountant:**

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<tr>
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<th>Phone</th>
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<tr>
<td>TBD</td>
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*This is a direct or indirect, financial, or other interest with Applicant or other team members*
### Property Manager:
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<tr>
<th>Contact Name</th>
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Certified Texas HUB? __________
This is a direct or indirect, financial, or other interest with Applicant or other team members* __________

### Originator of Underwriter:
<table>
<thead>
<tr>
<th>Community Bank of Texas, N.A.</th>
<th>Stephan W. Rose</th>
<th>(713) 308-5754</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Name</td>
<td>N/A</td>
<td>74-1946814</td>
</tr>
</tbody>
</table>

srose@communitybankoftx.com
Email
Certified Texas HUB? __________
This is a direct or indirect, financial, or other interest with Applicant or other team members* __________

### Bond Issuer:
<table>
<thead>
<tr>
<th>N/A</th>
<th>Contact Name</th>
<th>Phone</th>
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Email
Certified Texas HUB? __________
This is a direct or indirect, financial, or other interest with Applicant or other team members* __________

### Syndicator:
<table>
<thead>
<tr>
<th>RBC Capital</th>
<th>Dan Kierce</th>
<th>(216) 875-6043</th>
</tr>
</thead>
<tbody>
<tr>
<td><a href="mailto:daniel.kierce@rbc.com">daniel.kierce@rbc.com</a></td>
<td>N/A</td>
<td>31-1459450</td>
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Email
Certified Texas HUB? __________
This is a direct or indirect, financial, or other interest with Applicant or other team members* __________

### Supportive Services Provider:
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<thead>
<tr>
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<th>Contact Name</th>
<th>Phone</th>
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Email
Certified Texas HUB? __________
This is a direct or indirect, financial, or other interest with Applicant or other team members* __________

### Supportive Services Provider:
<table>
<thead>
<tr>
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<th>Contact Name</th>
<th>Phone</th>
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Email
Certified Texas HUB? __________
This is a direct or indirect, financial, or other interest with Applicant or other team members* __________
<table>
<thead>
<tr>
<th>Title Company</th>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chicago Title Company</td>
<td>Janet Karr</td>
<td>(713) 653-6105</td>
</tr>
<tr>
<td></td>
<td><a href="mailto:janet.karr@ctt.com">janet.karr@ctt.com</a></td>
<td></td>
</tr>
<tr>
<td>Application Consultant:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Marque Real Estate Consultants</td>
<td>Donna Rickenbacker</td>
<td>(713) 560-0068</td>
</tr>
<tr>
<td></td>
<td><a href="mailto:donna@marqueconsultantsc.com">donna@marqueconsultantsc.com</a></td>
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<tr>
<td>PCA Provider:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>N/A</td>
<td></td>
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<tr>
<td>Other:</td>
<td></td>
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</tr>
<tr>
<td>LT Valley Electrical Services, LLC-Co-Developer</td>
<td>Luis Torres</td>
<td>(956) 579-3471</td>
</tr>
<tr>
<td></td>
<td><a href="mailto:itelectrical1@gmail.com">itelectrical1@gmail.com</a></td>
<td>5% Dev Fee   90-0912927</td>
</tr>
<tr>
<td>Other:</td>
<td></td>
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</table>

Certified Texas HUB? No
This is a direct or indirect, financial, or other interest with Applicant or other team members* No

Certified Texas HUB? Yes
This is a direct or indirect, financial, or other interest with Applicant or other team members* Yes

Certified Texas HUB? No
This is a direct or indirect, financial, or other interest with Applicant or other team members* No

Certified Texas HUB? No
This is a direct or indirect, financial, or other interest with Applicant or other team members* No
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. Forms signed by the architect in Tabs 23(a), (b), and (c) may meet this requirement.
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 of 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 I (We) have reviewed and understand the Department's fair housing educational materials posted on the Department's website as of the beginning of the Application Acceptance Period.

I (We) certify that all persons who have a property interest in the Development plan hereby acknowledge that the Department may publish the full Development plan on the Department's website, release the Development plan in response to a request for public information, and make other use of the Development plan as authorized by law.
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 §11.101(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 11.101(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

2-15-19

Date

Mark S. Mucasey

Printed Name

State of Texas Lic.#9420

License Number and State

Mucasey & Associates, Architects

Firm Name (If applicable)
Evidence of Experience Must be Provided Behind this Tab

Pursuant to §11.204(6) of the QAP, 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 Experience certificate issued by the Department under the 2019 QAP.
- An Application for experience and supporting documentation in accordance with §11.204(6)(A)(i)-(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.
- Evidence of SAM.gov registration for the applicant entity will be provided upon award.

Davis Bacon Labor Standards (Direct Loan Applications Only)

NOTE: The Department’s Section 811 PRA program is designed such that Davis Bacon generally does not apply.

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-assisted units will be rehabilitated or constructed under one construction contract.
- Community Development Block Grant (CDBG) funds (including NSP1 PI) are being used to support the Development, which requires a lower number of units (8) be used as a threshold.
February 14, 2014

Mr. Steve Lollis  
907 Moorberry  
Houston, Texas 77080

RE: REQUEST FOR EXPERIENCE CERTIFICATE UNDER 2014 UNIFORM MULTIFAMILY RULES

Dear Mr. Lollis:

We have reviewed your request for an experience certificate, which is provided to individuals that meet the requirements of §10.204(6) of the Uniform Multifamily Rules. In order to meet the experience requirements an individual must establish that they have experience in the development and placement in service of at least 150 residential units. We find that the documentation you have provided is sufficient to establish this required experience. Additionally, you have certified to compliance with the requirements of §10.204(6)(B), including the following requirements:

(ii) Experience may not be established for a Person who at any time within the preceding three years has been involved with affordable housing in another state, in which the Person or Affiliate has been the subject of issued IRS Form 8823 citing non-compliance that has not been or is not being corrected with reasonable due diligence. ...

(iv) Notwithstanding the foregoing, no person may be used to establish such required experience if that Person or an Affiliate of that Person would not be eligible to be an Applicant themselves.

Should you choose to participate as a member of the Development Team or an individual providing experience for any Application submitted for funding, a Previous Participation Review (16 TAC §1.5) may be conducted prior to any award of funds. Additionally, should it be determined at any point in time that the information provided in your request for experience is fraudulent, knowingly falsified, intentionally or negligibly materially misrepresented, or omits relevant information, this certificate of experience is null and void and you may be subject to other sanctions under the Texas Department of Housing and Community Affairs’ rules and requirements.
If you have any questions or concerns regarding this certificate or the experience requirements, please contact Jean Latsha at jean.latsha@tdhca.state.tx.us.

Sincerely,

Cameron F. Dorsey
Director of Multifamily Finance
Applicant Credit Limit Documentation and Certification (Competitive HTC Only)

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of Competitive Housing Tax Credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor (unless the Guarantor is also the General Contractor, and is not a Principal of the Applicant, Developer, or Affiliate of the Development Owner). All Applications must be identified herein to ensure that the Department is advised of all Applications, Applicants, Affiliates, Developers, General Partners or Guarantors involved to avoid any statutory violation of Texas Government Code, §2306.6711(b).

Instructions:
Complete Part I of this form. For each person or entity in Part I that answers "Yes" to Part I b., a Part II form must be submitted (i.e. if 4 persons/entities answer "Yes" to Part I b., then 4 separate Part II forms must be provided).

Part I. Applicant Credit Limit Documentation

<table>
<thead>
<tr>
<th>a. Applicant, Developers, Affiliates, and Guarantors - List below all entities or Persons meeting the definition of Applicant, Affiliate, Developer or Guarantor.</th>
<th>b. Person/entity has at least one other application in the current Application Round.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. TGO Nolana Villas 19, LP (tbf)</td>
<td>No</td>
</tr>
<tr>
<td>2. TGO Nolana Villas GP, LLC (tbf)</td>
<td>No</td>
</tr>
<tr>
<td>3. Texas Grey Oaks, LLC</td>
<td>No</td>
</tr>
<tr>
<td>4. Steve Lollis</td>
<td>No</td>
</tr>
<tr>
<td>5. LT Valley Electrical Services, LLC</td>
<td>No</td>
</tr>
<tr>
<td>6. Luis Torres</td>
<td>No</td>
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Individually, or as the General Partner(s) of officer(s) of the Applicant entity, I (we) certify that we are submitting behind this tab one signed Credit Limit Certification form for each person and/or entity that answered "Yes" to Part I b. above.

By: ____________________________  Signature of Applicant  2/23/2019  Date  Its: Authorized Representative

2/23/2019
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: Should be the same as listed in Part I.

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>
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</thead>
<tbody>
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I acknowledge that is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

I hereby certify that the foregoing is a complete list of Developments with respect to which I am seeking a current allocation of tax credit authority from the Department. I certify that, if the Department makes a recommendation to the Board or issues a commitment which may cause Applications for which I am the Applicant, the Developer, Affiliate or Guarantor, to receive credits in excess of $3 million, I will notify the Department in writing within three business days of the recommendation or issuance of the Commitment.

I acknowledge that if the Department determines that an Applicant, Developer, Affiliate or Guarantor, has received (in the aggregate) allocations in the current Application Round from the Department exceeding $3 million, the Department must refuse to issue one or more Commitments or Carryover Allocations, or must terminate one or more Commitments or Carryover Allocations.

Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By:

Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate) Should be the same as listed in Part I. Printed Name Date
## Community Input Scoring Items

**TDHCA#: 19273**

1. **Local Government Support - §11.9(d)(1)** - Only check the box if support documents are included in the Application.

<table>
<thead>
<tr>
<th>X</th>
<th>Resolution(s) of either &quot;no objection&quot; or &quot;support&quot; is included behind this tab.**</th>
<th>City of McAllen</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name of Local Government Body</strong></td>
<td><strong>Name of Local Government Body (if applicable)</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Note that resolutions are due March 1, 2019</strong></td>
<td></td>
<td></td>
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</table>

2. **Quantifiable Community Participation - §11.9(d)(4)**

<table>
<thead>
<tr>
<th></th>
<th>Application expects to receive QCP points.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Note that QCP Packets are due March 1, 2019 and MAY NOT be submitted by the Applicant. Packets MUST be received from Neighborhood Organization!</strong></td>
<td></td>
</tr>
</tbody>
</table>

3. **Community Support from State Representative - §11.9(d)(5)**

<table>
<thead>
<tr>
<th>X</th>
<th>Application expects to receive points for a letter from a Representative.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Letter of either &quot;support&quot; or &quot;opposition&quot; is included behind this tab.</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Note that letters are due March 1, 2019</strong></td>
<td></td>
</tr>
</tbody>
</table>

4. **Input from Community Organizations - §11.9(d)(6)**

<table>
<thead>
<tr>
<th>X</th>
<th>Applicant has included one or more letters of support or opposition behind this tab.</th>
</tr>
</thead>
<tbody>
<tr>
<td>List information for each of the letters below:</td>
<td></td>
</tr>
</tbody>
</table>

**A. Amigos Del Valle, Inc.**

<table>
<thead>
<tr>
<th><strong>Name of Community Organization</strong></th>
<th><strong>Support</strong></th>
<th><strong>Opposition</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Alejandro Guerra</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**B. Goodwill Industries of South Texas, Inc.**

<table>
<thead>
<tr>
<th><strong>Name of Community Organization</strong></th>
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<tbody>
<tr>
<td>Marjorie Boudreaux</td>
<td></td>
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**C. United Way**

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<tbody>
<tr>
<td>Thelma M Garza</td>
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D.

<table>
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<tr>
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E.

<table>
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<tr>
<th><strong>Name of Community Organization</strong></th>
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F.

<table>
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<tr>
<th><strong>Name of Community Organization</strong></th>
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</table>
STATE OF TEXAS
COUNTY OF HIDALGO
CITY OF MCALLEN

I, Perla Lara, City Secretary of the City of McAllen, do hereby certify that the following is a true and correct copy of Resolution 2018-71 which was approved by the McAllen Board of Commissioners at the Regular Meeting held November 26, 2018.

IN WITNESS WHEREOF, I have hereunto subscribed my signature and impressed the official seal of the City of McAllen, Texas, this 3rd day of December, 2018.

SEAL

Perla Lara, TRMC/CMC, CPM
City Secretary
RESOLUTION NO. 2018-71

RESOLUTION OF THE CITY OF McALLEN EXPRESSING SUPPORT FOR THE APPLICATION OF TGO NOLANA VILLAS, LP TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS FOR 2019 COMPETITIVE NINE-PERCENT HOUSING TAX CREDITS TO DEVELOP AFFORDABLE RENTAL HOUSING AND OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, TGO Nolana Villas, LP, and its affiliates ("Applicant") brought to the City of McAllen ("City") a proposal to develop an affordable rental housing community named Nolana Villas for individuals and families ("Housing Community") to be located near the SEC of E. Nolana Ave. and N K Center St., in McAllen, Hidalgo County, Texas 78501 ("Development Site"); and

WHEREAS, the Applicant has advised the City that it intends to submit an application to the Texas Department of Housing and Community Affairs ("TDHCA") for an allocation of the 2019 Competitive 9% Housing Tax Credits ("HTC") for the construction and development of the Housing Community; and

WHEREAS, in accordance with the rules that govern the HTC program, an application may qualify for points for a resolution of support and evidence of a commitment of development funding from the governing body of the city in which the proposed development site is located; and

WHEREAS, the Applicant has requested from the City support for its application to TDHCA and for a commitment of development funding that will benefit the Housing Community:

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF McALLEN, TEXAS, THAT:

1. The recitals above are determined to be true and correct and are hereby adopted as a part of this Resolution.

2. The City, acting through its governing body, hereby confirms that it supports the proposed development of the Housing Community on the Development Site and that this formal action has been taken to put on record the opinion expressed by the City on the date set forth below.

3. The City, acting through its governing body, hereby approves a commitment to the Applicant of funding assistance in the amount of $500.00 in the form of a loan, grant, reduced fees or contribution of other value for the benefit of the Housing Community, which contribution is conditioned on an award of HTC to the Applicant and final design plan approvals by the City. The City will provide a letter to the Applicant describing the value and form of the contribution and any caveats to delivering the contribution.
CONSIDERED, PASSED and APPROVED this 26th of November, 2018, at a regular meeting of the Board of Commissioners of the City of McAllen, Texas at which a quorum was present and which was held in accordance with Chapter 552 of the Texas Government Code.

SIGNED on this the 27th day of November, 2018.

ATTEST:

Perla Lara, TRMC/CMC, CPM
City Secretary

APPROVED AS TO FORM:

Mark Swaim, Assistant City Attorney
February 28th, 2019

Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, TX 78711

RE: 2019 Application #19273 to the Texas Department of Housing and Community Affairs for an Allocation of Low-Income Housing Tax Credits to "Nolana Villas" in McAllen, Texas.

To Whom It May Concern:

I received the Public Notification for Nolana Villas, a proposed 2019 TDHCA housing tax credit application, located in the city of McAllen, Texas in Hidalgo County.

In as much as I believe in local control, I have been advised by city officials that this project was given unanimous support from the city commission. As the State Representative of District 41 in which the City of McAllen is located, I see a need for affordable housing in my district. After reviewing the locations of these affordable housing developments, I felt it would best serve the community of McAllen to have locations with a geographical reach that provides the best options for our constituents. I also wanted to ensure that we are taking care of families in need as well as our senior citizens. I support this housing project because developments like these will help address the needs of our community by providing affordable housing.

If you have questions regarding my support of this proposed development, please contact me at (512) 463-0578.

Sincerely,

[Signature]

R.D. 'Bobby' Guerra
House District 41
February 12, 2019

Texas Department of Housing and Community Affairs
221 E. 11th Street
Austin, TX 78701
Attn: Marni Holloway
Executive Director; Marni.Holloway@tdhca.state.tx.us

Re: TDHCA Application No. 19273; Nolana Villas

Dear Ms. Holloway,

I am writing to express our support for the development of Nolana Villas, a proposed affordable rental housing community for individuals and families located near E. Nolana Ave. west of Jackson Rd., McAllen, TX 78504.

Amigos Del Valle, Inc. is a 501(c)(3) nonprofit organization that offers a variety of services to residents of McAllen, Texas. The Mission of Amigos Del Valle, Inc. is to positively impact the quality of life in the Rio Grande Valley of South Texas through the provision of diversified and effective human services, community development activities and advocacy, which are directed to low income families; and with special emphasis in assisting the elder population to maintain active, healthy and independent lives.

Amigos Del Valle, Inc. supports TGO Nolana Villas 19 LP, the sponsor of Nolana Villas, in its efforts to provide quality affordable rental housing in McAllen, Texas to individuals and families.

Sincerely,

cc: Donna Rickenbacker – donna@dwrdevelopment.com

By: 
Name: Alejandro Guerra
Title: Executive Director

Executive Director - Amigos Del Valle, Inc.
ALEJANDRO GUERRA
Exemption Verification Letter

Texas Comptroller of Public Accounts
Austin, TX 78774

February 12, 2019

AMIGOS DEL VALLE, INC.
4138 CROSSPOINT BLVD
EDINBURG, TX 78539-1803

According to the records of the Comptroller of Public Accounts, the following exemption(s) from Texas taxes apply to the above organization(s):

- Franchise tax, as of 10-03-1974
- Sales and use tax, as of 08-29-1977
  (provide Texas sales and use tax exemption certificate Form 01-339 (Back) to vendor)

The entity is not exempt from hotel occupancy tax.

Texas taxpayer identification number: 17418159889

This exemption verification is not a substitute for the completed exemption certificates that are required when claiming exemption from Texas taxes. Vendors should be familiar with the requirements for accepting the certificates in good faith from their customers.

This exemption verification does not mean that the organization holds a permit for collecting or remitting any Texas taxes.

Exempt organizations must collect tax on most sales. For more information, please see our publication Exempt Organizations: Sales and Purchases (96-122). Online registration is available.

For information concerning sales taxpayer permit status, please use the vendor search we provide online.

Corporations that are registered in Texas with the Secretary of State must maintain a current registered agent and registered office address. Information is available from Business and Nonprofit Forms page of the Secretary of State's website. Additionally, out-of-state corporations, limited liability companies, or limited partnerships transacting business in Texas may need to file a Certificate of Authority or Registration with the Texas Secretary of State. More information is available from the Foreign or Out-of-State Entities page on the Secretary of State's website.

Our publications and other helpful information are available on our website. If you need more information, write to us at exempt.orgs@cpa.texas.gov, or call us at 800-252-5555.
**Instructions:**

- To place an order for additional information about a filing press the 'Order' button.
<table>
<thead>
<tr>
<th><strong>AMIGOS DEL VALLE, INC.</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Texas Taxpayer Number</strong></td>
</tr>
<tr>
<td><strong>Mailing Address</strong></td>
</tr>
<tr>
<td><strong>Right to Transact Business in Texas</strong></td>
</tr>
<tr>
<td><strong>State of Formation</strong></td>
</tr>
<tr>
<td><strong>Effective SOS Registration Date</strong></td>
</tr>
<tr>
<td><strong>Texas SOS File Number</strong></td>
</tr>
<tr>
<td><strong>Registered Agent Name</strong></td>
</tr>
<tr>
<td><strong>Registered Office Street Address</strong></td>
</tr>
</tbody>
</table>
We are here to Help Our Community

Our Mission

The Mission of Amigos Del Valle, Inc. is to positively impact the quality of life in the Rio Grande Valley of South Texas through the provision of diversified and effective human services, community development activities and advocacy, which are directed to low income families; and with special emphasis in assisting the elder population to maintain active, healthy and independent lives.
Amigos Del Valle’s Wellness Programs focus on serving people who are sick and need nutritious food to support their medical treatment. We believe that our nutritious food is medicine. For people fighting illness, good nutrition can help them heal, get
Amigos Del Valle’s Wellness Programs focus on serving people who are sick and need nutritious food to support their medical treatment. We believe that our **nutritious food is medicine**. For people fighting illness, good nutrition can help them heal, get stronger and lead healthier lives.

- **Meals:** We provide nutritious meals to people living with critical illness. Meals are available for pick up. For clients who are homebound, we offer home-delivered meals. View our menu.
- **Nutrition counseling and education:** All clients receive a nutrition and wellness assessment from our Registered Dietitians when starting service. Our dietitians are also available for regular check-ins and advice.

Click to visit our "How to Apply" page and find out more about whether you or a loved one is eligible for services. Download our Wellness Programs Application Form.

[Click here for Locations, Hours, Directions.](#)

**IF YOU HAVE QUESTIONS, PLEASE CONTACT THE CLIENT SERVICES DEPARTMENT:**
## Our Nutrition Centers

<table>
<thead>
<tr>
<th>Location</th>
<th>Address</th>
<th>Phone</th>
<th>Fax</th>
<th>Email</th>
</tr>
</thead>
</table>
| **Brownsville Center** | 455 El Paso Rd.  
Brownsville, TX 78520  
Tel: (956) 545-0379  
Email: Casa1nutrition@advrgv.org |            |             |                        |
| **McAllen Center**  | 1100 E. Dallas St.  
McAllen, TX 78501  
Tel: (956) 627-6540  
Fax: (956) 668-0391  
Email: Casa2nutrition@advrgv.org |            |             |                        |
| **Harlingen Center** | 402 N. New Hampshire Street  
Harlingen, Texas 78550  
Tel: (956) 428-4456  
Fax: (956) 423-3478  
Email: casa3nutrition@advrgv.org |            |             |                        |
| **Raymondville Center** | 146 E. FM 3168  
Raymondville, Texas 78580  
Sr.Ctr.Mgr.: Edelmira Barajas  
Tel: (956) 689-2354  
Fax: (956) 689-1579  
Email: Casa4nutrition@advrgv.org |            |             |                        |
| **Weslaco Center**  | 1200 E. 6th Street  
Weslaco, Texas 78596  
Sr.Ctr.Mgr.: Naria Aguilar  
Tel: (956) 968-6423  
Email: Casa5nutrition@advrgv.org |            |             |                        |
| **Mercedes Center** | 334 E. 5th Street  
Mercedes, Texas 78570  
Sr.Ctr.Mgr.: Adabel Zuniga  
Tel & Fax: (956) 565-0011  
Email: Casa7nutrition@advrgv.org |            |             |                        |
# SATELLITES

## Alta Vista Center
303 W. 8th St.
Weslaco, TX 78596
Sr. Center Mgr.: Terri Balli
Tel: (956) 351-5731
Fax: (956) 351-5734
Email: altavistamanager@gmail.com

## Alton Center
289 W. Dawes Street
Alton, Texas 78572
Sr.Ctr.Mgr.: Rosaiba Cantu
Tel: (956) 581-4851
Fax: (956) 519-3616
Email: R.Cantu@alcon-tx.com

## Edinburg Towers
Rosie Briseno, Manager
201 N. 13th Street
Edinburg, Texas 78541
Phone: (956) 383-1124
Fax: (956) 380-6308
Email: edinburg@uahmgt.com

## La Joya Center
924 S. Leo Street
La Joya, Texas 78560
Sr.Ctr.Mgr.: Teresa Vela
Tel: (956) 585-7672
Fax: (956) 580-7025
Email: t.vela@cityofla joya.com

## Lark Community Center
2601 Lark Avenue
McAllen, Texas 78504
Sr.Ctr.Mgr.: Jesse Franco
Tel: (956) 681-3340
Fax: (956) 681-3345
Email: dmeline@mcallen.net

## Las Palmas Community Center
1921 N. 25th Street
McAllen, Texas 78501
Sr.Ctr.Mgr.: Interim Sr. Mgr. Kristyna Mancias
Liasion/ Home Meal Deliverer : Ricardo Ponce
Tel: (956)681-3350
Fax: (956) 681-3359
Email: sgarcia@mcallen.net
<table>
<thead>
<tr>
<th>Center</th>
<th>Address</th>
<th>City, State</th>
<th>Zip Code</th>
<th>Contact Details</th>
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<tr>
<td>Los Fresnos Senior Center</td>
<td>204 N. Brazil Street</td>
<td>Los Fresnos</td>
<td>78566</td>
<td>Sr.Ctr.Mgr.: Lupita S. Garcia</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Tel: (956) 233-4350</td>
</tr>
<tr>
<td>Palm Plaza Senior Center</td>
<td>810 Mayberry Street</td>
<td>Mission</td>
<td>78572</td>
<td>Sr.Ctr.Mgr.: Velda Wuestenhagen</td>
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<td></td>
<td>Tel: (956) 585-6296</td>
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<tr>
<td>Palm View Senior Center</td>
<td>3401 Jordan Road</td>
<td>McAllen</td>
<td>78503</td>
<td>Sr.Ctr.Mgr.: Marcello Langoni</td>
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<td></td>
<td></td>
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<td></td>
<td>Email: <a href="mailto:jfranco@mcallen.net">jfranco@mcallen.net</a></td>
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<tr>
<td>Port Isabel Center</td>
<td>213 Yturria Street</td>
<td>Port Isabel</td>
<td>78578</td>
<td>Sr.Ctr.Mgr.: Janie Villarreal</td>
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<td></td>
<td>Email: <a href="mailto:czamora@copitx.com">czamora@copitx.com</a></td>
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<td>Rio Hondo Senior Center</td>
<td>121 N. Arroyo Street</td>
<td>Rio Hondo</td>
<td>78583</td>
<td>Sr.Ctr.Mgr.: Maria Turner</td>
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<td>Tel: (956) 748-3082</td>
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<td>Fax: (956) 748-4394</td>
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<td>Email: <a href="mailto:cfarias@riohondo.us">cfarias@riohondo.us</a></td>
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<tr>
<td>Santa Rosa Senior Center Program</td>
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<td>Santa Rosa</td>
<td>78593</td>
<td>Sr.Ctr.Mgr.: Carlos Ochoa</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Phone &amp; Fax: (956) 636-1113</td>
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<tr>
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<td></td>
<td></td>
<td></td>
<td>Email: <a href="mailto:cochoa@cityofsantarosatx.com">cochoa@cityofsantarosatx.com</a></td>
</tr>
</tbody>
</table>
Amigos Del Valle
@advrgv

Home
Events
Photos
Videos
Community
Reviews
Jobs
Posts
Info and Ads

FIND US
4136 Crosspoint Blvd.
Edinburg, Texas
m.me/advrgv
Call (956) 213-9400

HOURS
Open Now 8:00 AM - 6:00 PM

BUSINESS INFO
Business Details
Price Range $ $

Mission
The Mission of Amigos Del Valle, Inc. is to positively impact the quality of life in the Rio Grande Valley of South Texas through the provision of diversified and effective human services, community development activities and advocacy, which are directed to low-income families; and with special emphasis in assisting the elder population to maintain...

ADDITIONAL CONTACT INFO
advrgv@gmail.com
http://www.advrgv.org

MORE INFO
About
Amigos Del Valle is a non profit organization that offers a variety of services to residents of the Rio Grande Valley.

Founding date
1974

Nonprofit Organization - Public Service
### Upcoming Events

<table>
<thead>
<tr>
<th>Date</th>
<th>Event Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>FEB 15</td>
<td>Amigos Del Valle Bingo Grande! Fri 1 PM · 5 guests</td>
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</table>

### Past Events

<table>
<thead>
<tr>
<th>Date</th>
<th>Event Details</th>
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<tbody>
<tr>
<td>NOV 14</td>
<td>Amigos Del Valle 44th Annual King &amp; Queen Tournament Wed 10:30 AM · 27 guests</td>
</tr>
<tr>
<td>MAY 16</td>
<td>Dine To Donate - Texas Road House (McAllen) Tue 5 PM</td>
</tr>
<tr>
<td>MAR 25</td>
<td>Rocking Chair Poker Run Sat 9 AM · 17 guests</td>
</tr>
<tr>
<td>MAR 18</td>
<td>ADV March For Meals Sat 8 AM · 103 guests</td>
</tr>
</tbody>
</table>
Amigos Del Valle
February 2 at 12:30 PM
We invite you to join Amigos Del Valle McAllen Center located at 1100 E. Dallas St. We offer warm nutritious meals and FUN activities Monday - Friday! Contact us at (956) 213-9400 for more information.

Janine Juffer
February 9 at 4:47 AM
Muito tempo com o diabo no comando do mundo e muito tempo com a dusa... See More

Curley Mane
December 23, 2018 at 9:26 AM
Merry Christmas from the Staff at Casa de Amigos 4 Raymoundville. May you all have a blessed Holiday! 🎄🎁ainen
1 Share

Curley Mane
December 8, 2018 at 6:53 AM
Casa De Amigos 4 Adopt-A-Grandparent 2018. Also seeking sponsorship... See More
Amigos Del Valle McAllen Center celebrated Friendship Day with our Seniors. Volunteers are always welcomed to join us in keeping our Senior communities healthy and active. Contact us at (956) 213-9400 for more information.
Volunteer South Texas Holiday Fair

United Way of South Texas invites you to attend its Volunteer South Texas Holiday Fair:

When: Tuesday, November 6, 2018
Time: 4-6:30PM
Where: United Way of South Texas
113 W. Pecan Blvd.
McAllen, TX 78501

Come see the faces of our registered non-profit agencies and learn of current needs and projects that you can help with, especially during the holidays.

Agencies that will be at the fair are registered on our online Volunteer South Texas platform. The use of this platform is free of charge for non-profit agencies and volunteers. Community members including high school students, college students and adult volunteers. Interested in finding volunteer opportunities year-round? Volunteers visit volunteerspot.org and create your free profile today! Agencies and UTRGV students sign up through uc.uta.edu. Please call Etelie Monterrosa at 956.681.6331 if you have any questions.

Let’s connect thousands of South Texas volunteers to meaningful service projects right here at home!
February 15, 2019

Texas Department of Housing and Community Affairs
221 E. 11th Street
Austin, TX 78701
Attn: Marni Holloway
Executive Director; Marni.Holloway@tdhca.state.tx.us

Re: TDHCA Application No. 19273; Nolana Villas

Dear Ms. Holloway,

I am writing to express support for the development of Nolana Villas, a proposed affordable rental housing community for individuals and families that will be located near E. Nolana Ave. off of N K Center Street, McAllen, TX 78504.

Goodwill Industries of South Texas, Inc. is a 501(c)(3) not-for-profit serving twenty counties throughout South Texas, including McAllen. Our mission is to create life-changing opportunities for people with disabilities and other barriers to employment. Goodwill serves the most fragile populations in our communities including people with disabilities, veterans, the homeless, ex-offenders, and those who are chronically unemployed by connecting them to jobs. The mission is accomplished by putting people to work in the community or within Goodwill.

Goodwill Industries of South Texas, Inc. supports TGO Nolana Villas 19 LP, the sponsor of Nolana Villas, in its efforts to provide quality affordable rental housing in McAllen, Texas to individuals and families.

Sincerely,

Marjorie Boudreaux
VP, Marketing & Fund Development

cc: Donna Rickenbacker – donna@dwrdevelopment.com
Steve Lollis – steve@texasgreyoaks.com
Texas Grey Oaks
Exemption Verification Letter

Texas Comptroller of Public Accounts
Austin, TX 78774

February 15, 2019

GOODWILL INDUSTRIES OF SOUTH TEXAS, INC.
2961 SOUTH PORT JOHN OWEN
CORPUS CHRISTI, TX 78405-2098

According to the records of the Comptroller of Public Accounts, the following exemption(s) from Texas taxes apply to the above organization(s):

- Franchise tax, as of 01-01-1969
- Sales and use tax, as of 08-29-1977
  (provide Texas sales and use tax exemption certificate Form 01-339 (Back) to vendor)
- The entity is not exempt from hotel occupancy tax.

Texas taxpayer identification number: 17412230561

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For information concerning sales taxpayer permit status, please use the vendor search we provide online.

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Our publications and other helpful information are available on our website. If you need more information, write to us at exempt.orgs@cpa.texas.gov, or call us at 800-252-5555.
Franchise Tax Account Status
As of : 02/15/2019 14:15:23

This Page is Not Sufficient for Filings with the Secretary of State

<table>
<thead>
<tr>
<th>GOODWILL INDUSTRIES OF SOUTH TEXAS, INC.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Texas Taxpayer Number</td>
</tr>
<tr>
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<td>🟣 Right to Transact Business in Texas</td>
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<tr>
<td>Effective SOS Registration Date</td>
</tr>
<tr>
<td>Texas SOS File Number</td>
</tr>
<tr>
<td>Registered Agent Name</td>
</tr>
<tr>
<td>Registered Office Street Address</td>
</tr>
</tbody>
</table>
Filing Number: 9755201
Original Date of Filing: December 22, 1941
Entity Type: Domestic Nonprofit Corporation
Entity Status: In existence
Name: GOODWILL INDUSTRIES OF SOUTH TEXAS, INC.
Address: 2901 S PORT,
1879 OFFER, TX 77503 USA

Instructions:
- To place an order for additional information about a filing, press the 'Order' button.
OUR HERITAGE:

"Friends of Goodwill, be dissatisfied with your work until every handicapped and unfortunate person in your community has an opportunity to develop to his fullest usefulness and enjoy a maximum of abundant living."

-Dr. Edgar J. Helms, founder of Goodwill, 1941

OUR MISSION:

To create life-changing opportunities for people with disabilities or other barriers to employment.

OUR VISION:

Ensure all people, particularly those who are the most vulnerable in our communities, achieve their fullest potential through the power of work.

OUR CORE VALUES:

- Empowerment
- Public Trust
- Respect
- Innovation
- Quality
MISSION:

for people with disabilities or other barriers to employment.

OUR VISION:

Ensure all people, particularly those who are the most vulnerable in our communities, achieve their fullest potential through the power of work.

OUR CORE VALUES:

• Empowerment
• Public Trust
• Respect
• Innovation
• Quality
• Safety

Goodwill Industries of South Texas, Inc. is a 501c3 charitable organization incorporated in 1948. Goodwill’s territory encompasses 20 counties throughout South Texas. The administrative office is located in Corpus Christi at the Port Avenue facility. In 2017 Goodwill served 4,765 people throughout South Texas.

MEDIA INQUIRES:

Please contact Marjorie Boudreaux, Vice President of Marketing & Fund Development
Office: 361.884.4068 ext. 127
Email: mboudreaux@goodwillsouthtexas.com
2017 Community Impact Report

Frank Robinson
Achiever of the Year

Juana Flores
Graduate of the Year

New Board of Directors:
Dell Reconnect Community Partners

Dell Reconnect Community Partner of the Year

69 YEARS OF CONTINUOUS SERVICE TO SOUTH TEXAS
Creating life-changing opportunities for people with disabilities or barriers to employment.

**Employment Services**

**Resume Development**
Meet one-on-one with an Employment Consultant, who will help you develop a resume.

**Digital Skills Training**
Includes basic computer skills:
- Set up an email
- Upload a resume online
- Apply for a job online
- Perform many entry level computer tasks

**Job Readiness**
- Learn how to properly complete job applications
- Look for the right job
- Improve your interviewing skills
- Career Assessment

**Financial Literacy**
In partnership with local financial institutions. Lessons range from:
- Basic budgeting for groceries and rent
- Opening a checking account
- Fundamentals of credit

**Placement**
With an Employment Consultant, you will:
- Develop a joint Placement Plan
- Search for suitable jobs
- Meet regularly until you are successfully employed

**Work Experience**
Paid work experience includes learning about work place rules, expectations and appropriate behaviors.

Participants will perform their work experience either at a Goodwill store or on a contract with local government and businesses.

---

**Are you a Veteran looking for work?**

Goodwill Veterans Services (GVS)*
Helping unemployed or underemployed veterans transition into civilian employment. Veterans learn how to:
- Convert the DD214 into a civilian resume
- Improve financial literacy
- Polish job interviewing skills
- Set personal goals
- Get the job you want.
Serving the most fragile populations in South Texas, Goodwill’s Employment Services are provided in three phases: 1) Preparation, 2) Placement, and 3) Retention. Services are held at no cost throughout the year at Goodwill’s Learning Centers in Corpus Christi, Edinburg, and Harlingen. The program is held classroom settings of no more than 15 at a time.

It’s common for participants to require one-on-one service. Eligible participants include people with disabilities, unemployed or underemployed veterans, or people who lack education and/or work experience.

**GOODWILL EMPLOYMENT SERVICES MODEL**

1.) **PREPARATION** includes case management, pre-employment skills training, soft skills education and work experience.

Most participants have minimal education level, low skill levels, have been unemployed for a long period of time or never been employed.

Preparation includes teaching some of the most vital employment skills:

- Communication techniques
- Computer & Financial literacy
- Job search training
- Interview strategies
- Resume development
- Stress/Time management

Paid work experience includes learning about workplace rules, expectations and appropriate behavior.
ARE YOU AN UNEMPLOYED VETERAN?

Goodwill wants to help unemployed or underemployed veterans find meaningful and rewarding jobs. Goodwill aims to remove barriers to employment for veterans who want to work. When a veteran comes to Goodwill, they can be assured that they will be treated with respect and dignity.

2017 Achiever of the Year - Frank

Frank Robinson
2017 Achiever of the Year
WE'RE HIRING

Sales Associates
Donation Station Attendants

On-the-Spot Interviews & Hires
Every Thursday from 10am – 12pm
All Goodwill South Texas Stores

Annsville/Corpus Christi
11390 Leopard St.
Corpus Christi, TX 78419
361-820-4489

Victoria
241 E. Live Oak St.
Victoria, TX 77904
361-594-3619

Flour Bluff/Corpus Christi
2000 South Padre Island Dr.
Corpus Christi, TX 78411
361-992-7008

Kingsville
1601 E. Hwy 77
Kingsville, TX 78363
361-422-9992

Port A/Bay City
296 E. Port Ave.
Corpus Christi, TX 78406
361-854-3210

Southside/Corpus Christi
6526 S. Staples St.
Corpus Christi, TX 78405
361-993-3500

Portland
11950 Wurzbach Rd.
San Antonio, TX 78216
210-649-0446

Alice
1501 E. Main St.
Alice, TX 78332
361-585-0074

Palmhurst
360 E. Mile 6 Pk.
Palmhurst, TX 77373
956-805-0008

Higueras
500 S. Lake Rd.
Goliad, TX 77963
512-991-0099

Carrizo Springs
1323 W. Frontage Rd.
Carrizo Springs, TX 78834
956-592-4054

Brownsville
1792 E. Ruben Torres Blvd.
Brownsville, TX 78520
956-944-2446

Hidalgo
2713 W. Nolana St.
McAllen, TX 78501
956-520-1852

McAllen/Edinburg
1545 E. McCall Rd.
Edinburg, TX 78539
956-318-4747

Rio Grande Valley
3601 South Loop 25
Edinburg, TX 78541
956-322-7546

Select your Impact:
Clothing
Household
Electronics

Your Items

Your Impact:

Your Details:

January 19 – VITA tax Goodwill Florist store opens
January 24 – 70th Annual Board Meeting & Recognition Dinner
The 2019 Goodwill Cook Off Grand Champion is Rey Tamez with Grillin’ T’s and the Reserve Grand Champion is Lee Hickel with Redrule’s BBQ.

(L-R) Lee Hickel, Redrule’s BBQ; John Owen, Goodwill; Grillin’ T’s with head cook Rey Tamez, Jake Berreya, IECA Head Judge, Marjorie Boudreaux, Goodwill, and R.J. Piper Goodwill Board of Directors.

Please click here to see the top winners of the 8th Annual Goodwill Cook Off

Thank you to our sponsors: Rammeth Realty Ventures, Breeze Contractors Development, Boner’s Fiesta Products, Frost Bank, Walmart, Whataburger, Valley Radio, Iconis Sign
February 28, 2019

Texas Department of Housing and Community Affairs
221 E. 11th Street
Austin, TX 78701

ATTN: Marni Holloway
Executive Director; Marni.Holloway@tdhca.state.tx.us

RE: TDHCA Application No. 19273; Nolana Villas

Dear Ms. Holloway,

I am writing to express our support for the development of Nolana Villas, a proposed affordable rental housing community for individuals and families located near E. Nolana Ave. west of Jackson Rd., McAllen, TX 78504.

United Way of South Texas is a 501(c)(3) nonprofit organization that offers a variety of services to residents of McAllen, Texas. United Way of South Texas works with community partners in supporting programs and services that target identified needs by focusing on the building blocks for a better life: a quality education that leads to stable employment; financial independence and sufficient housing to support a family; and sound emotional and physical health. United Way of South Texas connects the dots between our community's issues and real solutions that are all made possible with the gifts of time, talent, and financial resources. Together, we help change the story.

United Way of South Texas supports TGO Nolana Villas 19 LP, the sponsor of Nolana Villas, in its efforts to provide quality affordable rental housing in McAllen, Texas to individuals and families.

Regards,

THELMA M. GARZA
President/CPO

cc: Donna Rickenbacker – donna@dwrdevelopment.com
Exemption Verification Letter

Texas Comptroller of Public Accounts
Austin, TX 78774

February 27, 2019

UNITED WAY OF SOUTH TEXAS
PO BOX 187
MCALLEN, TX 78505-0187

According to the records of the Comptroller of Public Accounts, the following exemption(s) from Texas taxes apply to the above organization(s):

Franchise tax, as of 05-01-1979
Sales and use tax, as of 08-01-1994
   (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: 17420525275

This exemption verification is not a substitute for the completed exemption certificates that are required when claiming exemption from Texas taxes. Vendors should be familiar with the requirements for accepting the certificates in good faith from their customers.

This exemption verification does not mean that the organization holds a permit for collecting or remitting any Texas taxes.

Exempt organizations must collect tax on most sales. For more information, please see our publication Exempt Organizations: Sales and Purchases (96-122). Online registration is available.

For information concerning sales taxpayer permit status, please use the vendor search we provide online.

Corporations that are registered in Texas with the Secretary of State must maintain a current registered agent and registered office address. Information is available from Business and Nonprofit Forms page of the Secretary of State's website. Additionally, out-of-state corporations, limited liability companies, or limited partnerships transacting business in Texas may need to file a Certificate of Authority or Registration with the Texas Secretary of State. More information is available from the Foreign or Out-of-State Entities page on the Secretary of State's website.

Our publications and other helpful information are available on our website. If you need more information, write to us at exempt.orgs@cpa.texas.gov, or call us at 800-252-5555.
Filing Number: 17433701
Original Date of Filing: May 1, 1979
Formation Date: N/A
Tax ID: 17420125275
Duration: Perpetual
Address: PO BOX 187, MCALLEN, TX 78505-0187 USA

Name: UNITED WAY OF SOUTH TEXAS

Instructions:
- To place an order for additional information about a filing press the 'Order' button.
Franchise Tax Account Status
As of: 02/27/2019 19:27:28

This Page is Not Sufficient for Filings with the Secretary of State

<table>
<thead>
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</tbody>
</table>
SAFETY NET
Offering Support & Counseling During Difficult Times
United Way of South Texas focuses all Day of Caring resources towards providing school supplies for 3,300 Freshmen.

585,000 sheets of paper were distributed, along with 16,500 spiral note books and 3,300 dividers. Each of the 3,300 students received a binder. In addition, 40,500 pens and pencils and other supplies were sorted and distributed by volunteers.
Established by United Way in 1996, with direction from representatives from McAllen ISD, PSJA ISD, Mission CISD and La Joya ISD

- $184,500 investment
- 1,321 Middle School Students
- $150 per student
- Annual number of students was doubled in 2011, from 60 to 120 each year
OUR WORK

- Education
- Health
- Safety Net
- Financial Stability

FAMILYWISE

United Way of South Texas and the FamilyWize Community Service Partnership have teamed together to provide a solution for the community. We are providing prescription discount card that requires no enrollment or activation. Consumers give the card to their pharmacists every time a prescription is needed and discounts are automatically applied.

What is the FamilyWize Prescription Savings Card?

The FamilyWize Prescription Savings Card is a free card that enables those with high medication costs, both insured and uninsured, to have access to more affordable medications. By showing the FamilyWize card to a pharmacist when picking up a prescription, consumers can save an average of 42 percent on their prescription medications. The card is free for all, has no eligibility requirements and is accepted at pharmacies nationwide, including all chains. FamilyWize Prescription Savings Cards are available to print from the familywize.org website, as a free downloadable app, or through the mail.
Free tax preparation assistance from trained volunteers is available in your community for working families earning less than $55,000.

Call 211 for a Site near you!

What you need to bring to the site:

- Valid Identification.
- Social Security Cards for all household members.
- Forms W-2, W-2G, 1099-R, from all employers.
- Interest and dividend statements from banks (Form 1099).
- A copy of last year’s tax return if available.
- Bank Routing Numbers and Account Numbers for Direct Deposit.
- Total paid for day care provider and the day care provider’s tax identifying number.
- To file taxes electronically on a married filing joint tax return, both spouses must be present to sign the required forms.
TRANSPORTATION VOUCHERS

Free vouchers are distributed thru 46 entities, such as Nuestra Clinica del Valle, Veteran's Administration, MHMR, The Salvation Army and others.

Vouchers are used for:

- Medical Appointments
- Prescription Pick-up
- Emergency Transportation to Work

45,792 Free Bus Rides (to and from) were given, saving families approximately $57,455.
You might have heard the expression, "The only certainties in life are Death and Taxes."
# 2019 VITA Sites

**Free income tax preparation for individual or family incomes of $55K or less**

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Days</th>
<th>Hours</th>
<th>Important Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bowie Elementary Parental Literacy Center</td>
<td>811 E. Bowie St, Alamo, TX 78516</td>
<td>Tuesday &amp; Thursday</td>
<td>5:30 pm - 8:00 pm</td>
<td>Opening Date: Jan 22, Closing Date: April 4</td>
</tr>
<tr>
<td>Calvary Baptist Church</td>
<td>1610 Harvey St, McAllen, TX 78503</td>
<td>Monday, Tuesday, Thursday</td>
<td>5:30 pm - 8:00 pm</td>
<td>Closing Date: March 11-15</td>
</tr>
<tr>
<td>College Career &amp; Technology Academy Parental Engagement Ctr</td>
<td>1100 E Hwy 83, Pharr, TX 78577</td>
<td>Monday, Tuesday, Thursday</td>
<td>5:30 pm - 8:00 pm</td>
<td>Closing Date: March 11-15</td>
</tr>
<tr>
<td>Goodwill Industries</td>
<td>3502 C, 284 Rd, Edinburg, TX 78542</td>
<td>Saturday</td>
<td>9:00 am - 2:00 pm</td>
<td>Opening Date: Feb 2, Closing Date: April 6</td>
</tr>
<tr>
<td>La Joya ISD-Palmview High School</td>
<td>3901 N. La Frontera Blvd, Mission, TX 78574</td>
<td>Tuesday &amp; Thursday</td>
<td>5:30 pm - 7:30 pm</td>
<td>Opening Date: Jan 29, Closing Date: April 7</td>
</tr>
<tr>
<td>Juarez High School</td>
<td>7801 W. 7 Mile Road, Mission, TX 78574</td>
<td>Monday &amp; Wednesday</td>
<td>5:00 pm - 7:30 pm</td>
<td>Opening Date: Jan 29, Closing Date: April 7</td>
</tr>
<tr>
<td>Palmitas Community Center</td>
<td>2401 Jordan Ave, McAllen, TX 78503</td>
<td>Tuesday &amp; Wed</td>
<td>5:00 pm - 8:00 pm</td>
<td>Opening Date: Jan 29, Closing Date: April 7</td>
</tr>
<tr>
<td>Lark Library</td>
<td>2601 Lark Ave, McAllen, TX 78504</td>
<td>Monday</td>
<td>10:00 am - 4:00 pm</td>
<td>Opening Date: Jan 28, Closing Date: April 4</td>
</tr>
<tr>
<td>Rio Grande City Hall</td>
<td>101 S. Washington St, Rio Grande City, TX 78582</td>
<td>Monday &amp; Wednesday</td>
<td>5:00 pm - 7:30 pm</td>
<td>Opening Date: Jan 28, Closing Date: April 4</td>
</tr>
<tr>
<td>Roma ISD</td>
<td>2021 N US Highway 83, Roma, TX 78584</td>
<td>Tuesday &amp; Thursday</td>
<td>4:00 pm - 6:00 pm</td>
<td>Opening Date: Jan 29, Closing Date: April 7</td>
</tr>
<tr>
<td>SHC McAllen Portable Building #38A</td>
<td>McAllen, TX 78503</td>
<td>Monday - Friday</td>
<td>11:00 am - 5:00 pm</td>
<td>Opening Date: Feb 4, Closing Date: March 8</td>
</tr>
<tr>
<td>Speer Library</td>
<td>801 E 12th St, Mission, TX 78572</td>
<td>Tuesday &amp; Thursday</td>
<td>5:00 pm - 8:00 pm</td>
<td>Opening Date: Jan 29, Closing Date: April 6</td>
</tr>
</tbody>
</table>
The United Way of South Texas generously selected Roma ISD to receive a $2,000 grant to help students in need during the 2018-2019 school year. After discussion with schools, the Roma ISD Administration determined that all three secondary campuses would greatly benefit from portions of the funds. All three campuses are receiving monies to assist with student aide and retention. Roma High School received $1,000 of the funds. Ramiro Barrera Middle School received $500 and Roma Middle School $500. Roma ISD sincerely thanks the United Way of South Texas for helping us meet the needs of our students and being such a great supporter of education!

United Way of South Texas
Back to School Spotlight! United Way hosts a Back-To-School “In Style” shopping event every year at various Target stores to benefit junior high students. Nine PlainsCapital employees from our McAllen, Texas branch volunteered to accompany a student around Target, assisting in selecting back-to-school items and calculating how much they have spent. Thank you to all that volunteered their time bright and early!

United Way of South Texas
United Way of South Texas does not have any upcoming events.

### Past Events

<table>
<thead>
<tr>
<th>Date</th>
<th>Event Title</th>
<th>Date</th>
<th>Location</th>
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</thead>
<tbody>
<tr>
<td>NOV 6</td>
<td>Volunteer South Texas Holiday Fair</td>
<td>4:00 PM CST</td>
<td>126 guests</td>
</tr>
<tr>
<td>OCT 24</td>
<td>Introduction to VITA Certification</td>
<td>10, 2017 - 24, 2017</td>
<td>58 guests</td>
</tr>
</tbody>
</table>
**Environmental Site Assessment (ESA) (All Multifamily Applications)**

Prepared by: Phase Engineering

Date of Report: 2/22/2019

- 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.

**Environmental Clearance (Section 811 PRA and Direct Loan applications only)**

All Applications selecting Points for Section 811 PRA Program participation under the Competitive HTC 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.

- Documentation of HUD Environmental Clearance is included behind this tab.

- 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 and 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: Phase Engineering
  - Contact Person: Tracy Watson
  - Contact Telephone: (210) 997-4056
  - Email: tracy@phaseengineering.com

**Primary Market Area Map**

- Primary Market Area (PMA) map with definition of PMA is included behind this tab.

Prepared by: Affordable Housing Analysts

Date of Report: 2/25/2019

**Property Condition Assessment (PCA)**

Prepared by: N/A

Date of Report:

**Appraisal**

Prepared by: N/A

Date of Report:

**Site Design and Development Feasibility Report**

Prepared by: Meldon & Hunt

Date of Report: 2/28/2019
## Nolana Villas

TDHCA# 19273

Geographies Selected:

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<tr>
<th>Geocode/ ID</th>
<th>State</th>
<th>County</th>
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<td>1 48215020501</td>
<td>Texas</td>
<td>Hidalgo County</td>
<td>McAllen-Pharr CCD</td>
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<td>17 48215021701</td>
<td>Texas</td>
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</tbody>
</table>
**Tie-Breaker Information**

**Tie-Breaker #1 (10 TAC §11.7(1))**
Applications proposed to be located in a census tract with a poverty rate below the average poverty rate for all awarded Competitive HTC Applications from the past three years (with Region 11 adding an additional 15% to that value and Region 13 adding an additional 5% to that value), are eligible for the first tie-breaker. Any of the tied Applications that meet the first part of the tie-breaker will progress to the second part. Then the Development in the census tract with the highest percentage of statewide rent burden for renter households at or below 80% Area Median Family Income (AMFI), will win the tie-breaker. Tied Applications that do not meet the first part of the tie-breaker or that are still tied after applying the second part of the tie-breaker will proceed to the second tie-breaker to break the tie.

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<thead>
<tr>
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<th>Yes</th>
<th>Poverty Rate =</th>
<th>NA</th>
</tr>
</thead>
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<tr>
<td>No</td>
<td></td>
<td>Poverty Rate is less than 15.629.</td>
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<table>
<thead>
<tr>
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<th>Yes</th>
<th>Poverty Rate =</th>
<th>29.6</th>
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<tbody>
<tr>
<td>Applicable Poverty Rate =</td>
<td>30.629</td>
<td></td>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>Is Site in Region 13?</th>
<th>No</th>
<th>Poverty Rate =</th>
<th>NA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Applicable Poverty Rate =</td>
<td>NA</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Rent Burden Rank = 1333 (lower number wins tie)

**Tie-Breaker #2 (10 TAC §11.7(2))**
Applications proposed to be located the greatest linear distance from the nearest Housing Tax Credit assisted Development that serves the same Target Population and that was awarded less than 15 years ago according to the Department’s property inventory tab of the Site Demographic Characteristics Report.

Development Longitude: W98.115554

Development Latitude: N26.141260

Target Population: General

Closest Development serving same Population: Villas at Beaumont

Application Number: 9923

Address: 2200 Beaumont Ave., McAllen, Texas 78501

Year of Award: 2008
Multifamily Finance Division staff will place scanned copies of deficiency documents behind this tab in the application .pdf
In the course of the Department’s Housing Tax Credit Eligibility/Selection/Threshold and/or Direct Loan review of the above referenced application, a possible Administrative Deficiency as defined in §11.1(d)(2) and described in §11.201(7), §11.201(7)(A) and §11.201(7)(B) of the 2019 Uniform Multifamily Rules was identified. By this notice, the Department is requesting documentation to correct the following deficiency or deficiencies. Any issue initially identified as an Administrative Deficiency may ultimately be determined to be beyond the scope of an Administrative Deficiency, and the distinction between material and non-material missing information is reserved for the Director of Multifamily Finance, Executive Director, and Board.

1. Enrique Flores must submit an Eligibility Certification.
2. Submit profit and loss statement for December, 2018 or January through December 2018.
3. Hearing/Vision units are not shown in the site plan or floor plans.
4. Madhouse Development, LLC with Enrique Flores and Enrique Flores, IV must be on the List of Organizations and Principals form.

The above list may not include all Administrative Deficiencies such as those that may be identified upon a supervisory review of the application. Notice of additional Administrative Deficiencies may appear in a separate notification.

All deficiencies must be corrected or otherwise resolved by 5 pm Austin local time on the fifth business day following the date of this deficiency notice. Deficiencies resolved after 5 pm Austin local time on the fifth business day will have 5 points deducted from the final score. For each additional day beyond the fifth day that any deficiency remains unresolved, the application will be treated in accordance with §11.201(7)(B) of the 2019 Uniform Multifamily Rules. Applications with unresolved deficiencies after 5pm Austin local time on the seventh business day may be terminated.

All deficiencies related to the Direct Loan portion of the Application must be resolved to the satisfaction of the Department by 5pm Austin local time on the fifth business day following the date of this deficiency notice. Applications with unresolved deficiencies after 5pm Austin local time on the seventh business day will be suspended from further processing, and the Applicant will be notified to that effect, until the deficiencies are resolved. If, during the period of time when the Application is suspended from review, Direct Loan funds become oversubscribed, the Applicant will be informed that unless the outstanding item(s) are resolved within one business day the Application will be terminated. For purposes of priority under the Direct Loan set-asides, if the outstanding item(s) are resolved within one business day, the date by which the item is submitted shall be the new received date pursuant to §13.5(c) of the 2019 Multifamily Direct Loan Program.
Loan Rule. Applicants should be prepared for additional time needed for completion of staff reviews.

Unless the person that issued this deficiency notice, named below, specifies otherwise, submit all documentation at the same time and in only one file using the Department’s Serv-U HTTPS System. Once the documents are submitted to the Serv-U HTTPS system, please email the staff member issuing this notice. If you have questions regarding the Serv-U HTTPS submission process, contact Liz Cline at liz.cline@tdhca.state.tx.us or by phone at (512)475-3227. You may also contact Jason Burr at jason.burr@tdhca.state.tx.us or by phone at (512)475-3986.

All applicants should review §§11.1(b) and 11.1(h) of the 2019 QAP and Uniform Multifamily Rules as they apply to due diligence, applicant responsibility, and the competitive nature of the program for which they are applying.

**All deficiencies must be corrected or clarified by 5 pm Austin local time on Monday, April 15, 2019. Please respond to this email as confirmation of receipt.**

About TDHCA
The Texas Department of Housing and Community Affairs administers a number of state and federal programs through for-profit, nonprofit, and local government partnerships to strengthen communities through affordable housing development, home ownership opportunities, weatherization, and community-based services for Texans in need. For more information, including current funding opportunities and information on local providers, please visit www.tdhca.state.tx.us.

Thanks,

Ben Sheppard
Specialist, Multifamily Finance
Texas Department of Housing and Community Affairs
Ph. 512.475.2122

*Any person receiving guidance from TDHCA staff should be mindful that, as set forth in 10 TAC Section 11.1(b), there are important limitations and caveats (Also see 10 TAC §10.2(b)).*
4/12/2019

Texas Department of Housing and Community Affairs
Multifamily Division
221 East 11th Street
Austin, Texas 78701
Attention: Ben Sheppard

RE: Avanti at South Bluff – 2019 Application Deficiency Notice for TDHCA #19332

Dear Mr. Sheppard,

This letter is in response to your application deficiency email received on Monday, April 8, 2019. Below please find our response and/or additional information.

Deficiency 1: Enrique Flores must submit an Eligibility Certification.

Response 1: Attached hereto is a revised Developer Organization Chart indicating Madhouse Development, LLC is serving only as a consultant. Please note Madhouse Development, LLC, nor Enrique Flores, have control of the development and will receive less than 10% of the total developer fee for the project.

Deficiency 2: Submit profit and loss statement for December, 2018 or January through December 2018.

Response 2: Attached hereto is an email from the current property management company who has just recently been engaged by the seller to oversee the property. Per Mr. Prak, the requested statements for the development are not available. The most recent monthly statements have been provided.

Deficiency 3: Hearing/Vision units are not shown in the site plan or floor plans.

Response 3: Attached hereto is the site plan and building floor plans showing the location of the Hearing/Vision units.

Deficiency 4: Madhouse Development, LLC with Enrique Flores and Enrique Flores, IV must be on the List of Organizations and Principals form.

Response 4: Attached hereto (Response #1 Attachment) is a revised Developer Organization Chart indicating Madhouse Development, LLC is serving only as a consultant. Please note Madhouse Development, LLC does not have control of the development and will receive less than 10% of the total developer fee for the project.
Upon your review, should you have any questions or require additional information, please do not hesitate to contact us at your convenience.

Respectfully,

Enrique Flores, IV  
Authorized Representative of Avanti at South Bluff, LP  
8500 Shoal Creek Blvd., Bldg. 4, Ste. 208  
Austin, TX 78757  
(512) 914-0953 Phone  
(512) 900-2860 Fax  
hflores@madhousedevelopment.net
RESPONSE #1

Attachment
AVANTI AT SOUTH BLUFF, LP

DEVELOPER OWNERSHIP ORGANIZATIONAL SUMMARY

Avanti at South Bluff
Corpus Christi, Texas
A 42-unit new construction project,
Affordable Housing Rental Development.

DEVELOPER
Avanti at South Bluff Development, LLC
(An entity to be formed)
Ability to Exercise Control

CONSULTANT
Madhouse Development, LLC
(a Texas limited liability company)

SOLE MEMBER
100% Ownership
H4 Development, LLC
(a Texas limited liability company)
Ability to Exercise Control

50% Ownership
Enrique Flores
50% Ownership
Enrique Flores, IV

100% Ownership
Enrique Flores, IV
Ability to Exercise Control
RESPONSE #2

Attachment
From: Wayne Lundquist <wayne@clarealtors.com>
Sent: Wednesday, April 10, 2019 1:35 PM
To: Toby Williams; Henry Flores; Henry Flores Sr.
Subject: Fwd: South Bluff 19332 9% HTC
Attachments: South Bluff Feb and Mar PnL.pdf

FYI

Sent from my iPhone

Begin forwarded message:

From: Brad Prak <bdprak@prakproperty.com>
Date: April 10, 2019 at 12:56:25 PM CDT
To: wayne@clarealtors.com
Cc: Massy <massy@ahactx.org>, William Cartwright <Karitski@embarqmail.com>
Subject: South Bluff 19332 9% HTC

Hello Wayne,

We spoke at lunch regarding this item. My company was hired in late January to manage operations for all 4 of Advanced Housing Alternatives Corp (AHAC) locations and financials.

Prior to our involvement, AHAC had all revenues and expenses in one account, making separation of just South Bluff’s PnL not readily possible.

We have separated the 4 properties books, so we can provide Feb and March (attached) and can provide them going forward as well. Currently, 7 units are vacant and we are working to make them ready and fill them, so revenue will increase.

Please let me know what other info I can provide for you and to insure TDHCA compliance.

Thank you!

Brad D. Prak - Prak Property Management, Inc.
P.O. Box 990
Seguin, TX 78156
830-372-2600 TTY/TDD 800-545-1833 ext. 921

CONFIDENTIAL NOTICE: This communication and any accompanying document(s) are confidential and privileged. They are intended for the sole use of the addressee. If you receive this transmission in error, you are advised that any disclosure, copying, distribution, or the taking of any action in reliance upon the communication is strictly prohibited. Moreover, any such inadvertent disclosure shall not compromise or waive any existing privilege as to this communication or otherwise. If you have received this communication in error, please contact our office by email or by telephone at (830) 372-2600 and immediately delete all copies of this communication. Thank you.
<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Ordinary Income/Expense</strong></td>
<td></td>
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<tr>
<td><strong>Income</strong></td>
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</tr>
<tr>
<td>5000 REVENUE ACCOUNTS</td>
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<tr>
<td>5100 RENT REVENUE-GROSS POT</td>
<td>8,440.19</td>
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<tr>
<td>5120 Rent Revenue - Tenants</td>
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<tr>
<td>Total 5100 RENT REVENUE-GROSS POT</td>
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<td>Total 5000 REVENUE ACCOUNTS</td>
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<td><strong>Expense</strong></td>
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<tr>
<td>6000 PROJECT EXPENSE ACCOUNTS</td>
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<tr>
<td>6200/6300 ADMIN EXPENSES</td>
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<tr>
<td>6311 OFFICE SUPPLIES</td>
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<tr>
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<tr>
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<tr>
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<td><strong>Net Income</strong></td>
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## South Bluff
### Profit & Loss
#### March 2019

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<tr>
<td><strong>Income</strong></td>
<td></td>
</tr>
<tr>
<td>5000 REVENUE ACCOUNTS</td>
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<tr>
<td>5100 RENT REVENUE-GROSS POT</td>
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<td>5121 Tenant Assistance Payments</td>
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<td>5900 OTHER REVENUE</td>
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<td><strong>Expense</strong></td>
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<td>6000 PROJECT EXPENSE ACCOUNTS</td>
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<td>6200/6300 ADMIN EXPENSES</td>
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<td>6311 OFFICE SUPPLIES</td>
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<tr>
<td>6311.1 General Office Supplies</td>
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<td>6400 UTILITIES</td>
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<td>6451 Water</td>
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<tr>
<td>6453 Sewer</td>
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<td>6500 OPERATING &amp; MAINT EXP</td>
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<td>6520 MAINTENANCE CONTRACTS</td>
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<td>6520.6 Exterminator Contracts</td>
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<tr>
<td>6520.7 Repair Contracts</td>
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<td>6525 GARBAGE &amp; TRASH REMOVAL</td>
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<td>6700 TAXES &amp; INSURANCE</td>
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<td>6720 Property &amp; Liability Ins</td>
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<td>988.35</td>
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<td>6800 FINANCIAL EXPENSES</td>
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<td>6820 Interest on Mort. Pay.</td>
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<tr>
<td><strong>Net Income</strong></td>
<td>2,378.42</td>
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</tbody>
</table>
RESPONSE #3

Attachment
Will seek parking variance per feasibility study - bps
Multifamily Finance Division staff will place scanned copies of scoring notices behind this tab in the application.pdf
RE: 2019 Competitive Housing Tax Credit (HTC) Application for Nolana Villas, TDHCA Number: 19273

The Texas Department of Housing and Community Affairs has completed its program review of the Application referenced above as further described in the 2019 Qualified Allocation Plan (QAP). This scoring notice provides a summary of staff’s assessment of the application’s score. The notice is divided into several sections.

Section 1 of the scoring notice provides a summary of the score requested by the Applicant followed by the score staff has assessed based on the Application submitted. You should note that six scoring items are not reflected in this scoring comparison but are addressed separately.

Section 2 of the scoring notice includes each of the six scoring criteria for which points could not be requested by the Applicant in the application self-score form and include: §11.9(c)(8) Readiness to Proceed in Disaster Impacted Counties, §11.9(d)(1) Local Government Support, §11.9(d)(4) Quantifiable Community Participation, §11.9(d)(5) Community Support from State Representative, §11.9(d)(6) Input from Community Organizations, and §11.9(d)(7) Concerted Revitalization Plan.

Section 3 provides information related to any point deductions assessed under §11.9(f) and/or §11.201(7)(B) of the QAP.

Section 4 provides the final cumulative score in bold.

Section 5 includes, as applicable, notes and an explanation of any differences between the requested and awarded score, as well as any penalty points assessed.

The scores provided herein are merely informational at this point in the process and may be subject to change. For example, points awarded under §11.9(e)(4) “Leveraging of Private, State, and Federal Resources”, 11.9(b)(1)(A) "Unit Sizes", 11.9(b)(1)(B) "Unit and Development Features", 11.9(c)(1) "Income Levels of Tenants", 11.9(c)(2) "Rent Levels of Tenants", 11.9(e)(1) "Financial Feasibility", 11.9(e)(3) "Pre-Application Participation", and may be adjusted should the underwriting review result in changes to the Application that would affect these scores. If a scoring adjustment is necessary, staff will provide the Applicant a revised scoring notice.

Be further advised that if the Applicant failed to properly disclose information in the Application that could have a material impact on the scoring information provided herein, the score included in this notice may require adjustment and/or the Applicant may be subject to other penalties as provided for in the Department’s rules.

This scoring notice is provided by staff at this time to ensure that an Applicant has sufficient notice to exercise any appeal process provided under §11.902 of the 2019 QAP. All information in this scoring notice is further subject to modification, acceptance, and/or approval by the Department’s Governing Board. If the score of an Application changes, a revised scoring notice will be provided to the Applicant.
Page 2 of Final Scoring Notice: 19273, Nolana Villas

Section 1:
Score Requested by Applicant (Not including points for §11.9(c)(8) or (d)(1), (4), (5), (6) or (7) of the 2019 QAP): 122
Score Awarded by TDHCA (Not including points for §11.9(c)(8) or (d)(1), (4), (5), (6) or (7) of the 2019 QAP): 122
Difference between Requested and Awarded: 0

Section 2:
Points Awarded for §11.9(c)(8) Readiness to Proceed: 5
Points Awarded for §11.9(d)(1) Local Government Support: 17
Points Awarded for §11.9(d)(4) Quantifiable Community Participation: 4
Points Awarded for §11.9(d)(5) Community Support from State Representative: 8
Points Awarded for §11.9(d)(6) Input from Community Organizations: 4
Points Awarded for §11.9(d)(7) Concerted Revitalization Plan: 0

Section 3:
Points Deducted for §11.9(f) and/or §11.201(7)(B) of the QAP: 0

Section 4:
Final Score Awarded to Application by Department staff (Including all points): 160

Section 5:
Notes and explanation for difference between points requested and points awarded by the Department, as well as penalties assessed:

Restrictions and requirements relating to the filing of an appeal can be found in §11.902 of the 2019 QAP. If you wish to appeal this scoring notice, you must file your appeal with the Department no later than 5:00 p.m. Austin local time, Monday, April 29, 2019. If an appeal is denied by the Executive Director, an Applicant may appeal to the Department's Board.

In an effort to increase the likelihood that Board appeals related to scoring are heard at the Board meeting, the Department has provided an Appeal Election Form for all appeals submitted to the Executive Director. In the event an appeal is denied by the Executive Director, the Applicant is able to request that the appeal automatically be added to the Board agenda.

If you have any concerns regarding potential miscalculations or errors made by the Department, please contact Sharon Gamble at (512) 936-7834 or by email at sharon.gamble@tdhca.state.tx.us.

Sincerely,

Sharon D. Gamble
Sharon D. Gamble
Competitive HTC Program Administrator
Multifamily Finance Division staff will place documents related to Requests for Administrative Deficiencies behind this tab in the application.pdf
Real Estate Analysis Division staff will place scanned copies of RFI documents behind this tab in the application .pdf
In the course of the Department's underwriting review of the above referenced application an Administrative Deficiency, as defined in 10 TAC §10.3(a)(2), has been identified. By this notice, the Department is requesting information to clarify or to correct inconsistencies found in the Application or to provide non-material missing information. All Administrative Deficiency requests will be treated in accordance with §10.201(7) of the Uniform Multifamily Rules.

All deficiencies must be satisfactorily corrected or clarified by 5:00 p.m. Central Time on **Tuesday, July 2, 2019** (fifth business day following the date of this deficiency notice).

All documentation should be submitted as a whole using the Department's Serv-U HTTPs System. Once the documents are submitted to the Serv-U HTTPs system, please email the staff member issuing this notice. If you have questions regarding the Serv-U HTTPs submission process, contact Jason Burr at jason.burr@tdhca.state.tx.us or by phone at (512)475-3986. You may also contact Nicole Fisher at nicole.fisher@tdhca.state.tx.us or by phone at (512)475-2201.

**NOTICE:** Pursuant to §10.201(7) of the Uniform Multifamily Rules, revised Application exhibits not specifically requested by the Underwriter in an Administrative Deficiency **WILL NOT** be accepted.

1. Pursuant to our phone conversation today (6/25/19), please submit a corrected Rent Schedule.

   **Response:**
   Corrected rent schedule uploaded.

2. 

   **Response:**

3. 

   **Response:**
In the course of the Department’s underwriting review of the above referenced application an Administrative Deficiency, as defined in 10 TAC §10.3(a)(2), has been identified. By this notice, the Department is requesting information to clarify or to correct inconsistencies found in the Application or to provide non-material missing information. All Administrative Deficiency requests will be treated in accordance with §10.201(7) of the Uniform Multifamily Rules.

All deficiencies must be satisfactorily corrected or clarified by 5:00 p.m. Central Time on Monday, June 24, 2019 (fifth business day following the date of this deficiency notice).

All documentation should be submitted as a whole using the Department’s Serv-U HTTPS System. Once the documents are submitted to the Serv-U HTTPS system, please email the staff member issuing this notice. If you have questions regarding the Serv-U HTTPS submission process, contact Jason Burr at jason.burr@tdhca.state.tx.us or by phone at (512)475-3986. You may also contact Nicole Fisher at nicole.fisher@tdhca.state.tx.us or by phone at (512)475-2201.

NOTICE: Pursuant to §10.201(7) of the Uniform Multifamily Rules, revised Application exhibits not specifically requested by the Underwriter in an Administrative Deficiency WILL NOT be accepted.

1. In your Annual Operating Expense Schedule, you have $58,652 as an "Other" expense in the Utilities section that you labeled "TDHCA Regional Database less above". Please explain what that number represents.

   Response:
   
   They are one row off. The $13,640 should have been on the trash row and the $58,652 on the Water/Sewer row. So if you take the TDHCA REA Regional Water/Sewer/Trash number and back out the estimate for trash the balance is the Water/Sewer.

2. In your Development Cost Schedule, you have a $45,000 Site Work item that is not described. Please explain what that number represents.

   Response:
   
   This is for irrigation. There is no line item for irrigation in the Development Cost Schedule. So it should be labeled Irrigation and if it needs to be moved and added to the Landscape line that is fine too.

3. Also in your Development Cost Schedule, you have a $150,000 cost and a $2,000 cost in the Soft Costs section that are not labeled. Please explain what those numbers represent.
Department staff will place scanned copies of appeal documents behind this tab in the application .pdf
May 6, 2019

Via Email: david.cervantes@tdhca.state.tx.us
David Cervantes, Acting Executive Director
Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, Texas 78701

Re: TDHCA Application #19273 - Nolana Villas, McAllen, Texas;
Appeal of Application Log Status

Dear Mr. Cervantes:

Texas Grey Oaks, LLC, through an affiliate (the “Applicant”), filed Application #19273 with the Texas Department of Housing and Community Affairs (“TDHCA”) seeking 2019 competitive 9% housing tax credits to finance the development of Nolana Villas, a proposed 124-unit rental housing community to be located on 7.517 acres of land on N K Center St. near E. Nolana Avenue, in McAllen, Hidalgo County, Texas (the “Development Site”). Nolana Villas is intended to serve individuals and families.

On April 22, 2019, TDHCA Staff sent a final scoring notice to the Applicant awarding 160 pts. to the Application recognizing no reduction in points.

The April 26, 2019 application log posted by TDHCA changed the ranking of the applications in Region 11-Urban moving Nolana Villas from first place to last place and out of priority status. Staff’s only comment to the Applicant regarding their decision to reorder the applications was a statement on the log indicating that the Development Site was located within 1,000 feet of Application #19064 (“4242 Jackson Apartments”). 4242 Jackson Apartments is proposed to be located in the 4200 block of N. Jackson Rd., east of the Development Site, and is also intended to serve individuals and families.

We assume Staff is applying the 1,000-foot de-prioritization provision of §11.3(g) Proximity of Development Site of the 2019 QAP in making its decision to move the Nolana Villas application to last place in Urban-Region 11.
This letter appeals Staff’s interpretation of this rule and how it was applied to the Nolana Villas application. Section 11.3(g) of the 2019 QAP establishes rules governing distances between two or more developments serving the same Target Population. The rule was incorporated into the QAP in 2018 and modified in 2019 to include, in part, a 1,000-foot “test” when evaluating the proximity of developments serving the same target population. The rule states that if two or more Competitive Applications serving the same Tenant Population are separated by not more than 1,000 feet, then the lower scoring Application, including consideration of tie-breaker factors if there are tied scores, will be considered a non-priority Application. However, the rule stipulates that the 1,000 feet test only applies if the intervening property separating the development sites meets one or both of the following elements:

(i) the intervening property does not have a clear and apparent economic reason, and/or

(ii) the intervening property was not created for the apparent purpose of creating separation under the rule.

The Applicant submitted only one application, #19273-Nolana Villas, on a site already zoned Multifamily (“MF”). None of the intervening property within 1,000 feet of the Development Site was “created” by the Applicant or any affiliate of the Applicant so there is no element of separation for the purpose of circumventing the rule. All intervening property is separately owned, each of which has a clear and apparent economic reason or purpose given that each property is zoned for various uses that include MF, Commercial and General Business. At some point the intervening parcels will be sold and utilized as intended. Attached please find Exhibit “A”- zoning map that was provided by representatives of the Applicant to Staff.

We believe the rule was modified in 2019 to avoid unilateral gaming of the proximity rule by a single developer or developers working in conjunction with each other that elect to submit two or more competitive applications serving the same Target Population by carving out separate development sites from a single parcel and/or creating separation by manipulating parcel spacing/layout with no practical purpose for the separation other than to avoid having two sites that are contiguous.

To apply the 1,000-foot test in the manner suggested by Staff effectively creates a 1,000-foot same-year rule which is contrary to the 2-mile same year rule dictated by State statute and Staff’s own position on expanding the application of this rule. Pursuant to §2306.6711(f) of the Tex. Gov’t Code, the 2-mile same year rule applies solely to development sites located in counties with a population that exceeds one million in population. Hidalgo County is less than one million in population. Staff has repeatedly rejected any attempt to apply the 2-mile rule or any similar distance requirement to counties with a population that is less than one million in population unless such application is approved by the Texas legislature. Attached please find Exhibit “B”- excerpt from the transcript of the Board meeting of September 6, 2018 discussing Staff’s position on the 2-mile rule and attempts by the development community to include dispersion efforts into the 2019 QAP.
We disagree with Staff’s interpretation of §11.3(g)-Proximity of Development Site of the 2019 QAP and how this rule was applied to the Nolana Villas Application. The rule requires more than a mere showing of 1,000 feet or less of separation between proposed development sites, and if even only one of the qualifications is present, the requirement to de-prioritize is not applicable. The Nolana Villas Application meets both of the qualifications, and is in clear compliance with the Proximity requirements. We believe that the Nolana Villas Application should be ranked #3 behind Application #19330-Avanti Legacy and 4242 Jackson Apartments. We appreciate your due consideration of this matter and earliest response given that Region 11-Urban is a “readiness to proceed” Region and all awarded transactions must close by the end of November, 2019. Please do not hesitate to contact me if you have any questions or require further information.

Very truly yours,

Barry Palmer

Enclosures

Cc: Marni Holloway – via email (marni.holloway@tdhca.state.tx.us)
    Sharon Gamble – via Email (sharon.gamble@tdhca.state.tx.us)
    Steve Lollis – via Email (Steve@TexasGreyOaks.com)
    Donna Rickenbacker – via Email (donna@marqueconsultants.com)
EXHIBIT A

Zoning Map

(attached)
EXHIBIT B

Board Transcript Excerpt

(attached)
administrative deficiency, language has been added to the RFAD section regarding requests that are questioning staff's decision regarding an item rather than presenting new information. If an RFAD is submitted that's really questioning what we have done as staff, we are going to disregard that RFAD.

And that would be it for QAP items.

MR. GOODWIN: Did you have another comment, sir?

MR. KROCHTENGEI: Yes, sir. Once again, Zach Krochtengel.

Yesterday at the meeting and in previous roundtables I proposed to add a scoring item and the reason I proposed to add a scoring item is because in the past three years there has continued to be a problem with projects being awarded in the same census tract. There's the two-mile same year rule that applies to counties with population over a million and the irony is that works for those counties that probably could support two projects within two miles of each other, but for other subregions that do not have the two-mile same year rule, there continues to be projects that are awarded in the same census tract.

In 2016 there were three projects in the same census tract in Urban II, two projects in the same census
tract in Rural 4, two projects in the same census tract in Urban 6, and two projects in the same census tract in Urban 7. Those are all projects that happened in the same census tract because the two-mile same year rule did not apply. In 2017 there were two in the same census tract in Urban 11, two in the same census tract in Urban 6 and two in the same census tract in Rural 4. And then in 2018 there were two in the same census tract in Urban 11 twice and then there were three in the same census tract in Urban 6. This has occurred in Whitehouse, Missouri City, Georgetown, Lindale, Olmito, Midway, Stafford, and various other places in Fort Bend County.

Now, the reason I bring this up is because without the two-mile same year rule, with all the tiebreakers, they just go down to the last tiebreaker and it ends up being project A in the same census tract, project B is second place, so the tiebreaker doesn't solve this issue.

The proposal that I've made would award one point to a project in each census tract that is closest to an impactful amenity, and when I say that I mean a grocery store, a library, I'm not proposing a specific amenity, just whichever one is closest to that amenity that staff would choose would automatically receive one point and would elevate that one point above the other projects in
that census tract. So if you were alone in a census
tract, you would automatically get that extra point and
score the maximum, but if you were in the same census
tract as two or three other projects, those two or three
other projects would be a point behind.

And I think the effect of that would be the
first project would be awarded and then it would go to the
next best scoring census tract and one project in that
census tract would be awarded, and it would really create
dispersion of housing that right now for the past three
years we're not seeing, and I just think it's a problem
when three projects in the same census tract are all being
awarded because this statutory limitation of the two-mile
same year rule only applies to counties over one million.

Thank you.

MR. GOODWIN: Any questions?

MS. RESÉNDIZ: Mr. Chairman.

Will you restate your name for me? I
apologize.

MR. KROCHTENGEL: Zachary Krochtengel.

MS. RESÉNDIZ: Zachary, thank you for the
information.

And will someone from staff address the two-
mile same year rule?

MR. IRVINE: It's a statutory provision that
only applies in certain very large counties.

MS. RESÉNDIZ: Okay.

MR. GOODWIN: Any other questions?

MS. RESÉNDIZ: Thank you.

MR. GOODWIN: Thank you.

MR. IRVINE: If I might interject just to throw a little more chaos into the meeting. We did work with various concepts that would have addressed this idea. I understand Zach's idea about proximity to an impactful amenity. The actual approach that we took was a little bit different, and it did not make it into the draft document, and that was a point for a deal if it was in a census tract in which there were no other pre-apps in that census tract, so the decision to go forward at full app would be predicated upon there being no other deals in that census tract. That would for sure achieve the kind of dispersion you're talking about. I also think it would really screw with the development plan in process and that's why we didn't put it in.

MR. GOODWIN: Anything else, Marni?

MS. HOLLOWAY: No, not on that item.

MR. GOODWIN: So I need a motion to approve and are we going to amend this?

MS. HOLLOWAY: Still have a little bit more to go.
MR. BRADEN: I would make one comment on the item. So obviously, I think what Zachary pointed out, and we kind of talked about it yesterday too, that two projects in the same census tract doesn't seem like a good idea, but right now what we're saying is we can't see an easy solution to that so we're going to realize that it's an issue and then maybe in future deals be able to figure something out. Is that what the consensus was?

MR. IRVINE: I think that that's one possibility. I think another possibility is that we do have a legislative session coming up, and if anybody wants to get with their members and pursue some sort of a legislative resolution to that, then that's an option.

MR. BRADEN: Okay.

MR. GOODWIN: You said you had more?

MS. HOLLOWAY: Yes. I said that's the QAP but that's just the scoring part.

MR. GOODWIN: Sorry.

MS. HOLLOWAY: So now we get to move through the rest of the subchapters that were moved into Chapter 11.

MR. GOODWIN: Okay.

MS. HOLLOWAY: Subchapter B, Site and development requirements and restrictions. The railroad item under the undesirable site features has been modified.
May 16, 2019

Barry Palmer
Coats Rose, PC
9 Greenway Plaza, Ste. 1000
Houston, Texas 77046

RE: APPEAL OF APPLICATION LOG STATUS - 2019 COMPETITIVE HOUSING TAX CREDIT APPLICATIONS 19273 NOLANA VILLAS, MCALLEN

Dear Mr. Palmer:

The Texas Department of Housing and Community Affairs (the Department) is in receipt of your appeal, dated May 6, 2019, regarding the application submission indicated above. Staff had determined that the Application violated 10 TAC §11.3(g) related to Proximity of Development Sites because the Development Site is within 1,000 feet of the Development Site for Application 19064, 4242 Jackson Apartments, which was the higher scoring Application by virtue of the tie-breaker. As such, the Application was shown on the log as ineligible for an award as long as the higher scoring Application was viable, subject to the Applicant’s appeal rights.

The appeal asserts that when staff re-ordered the Applications in Urban subregion 11 on the April 26, 2019 Application Log, staff misinterpreted 10 TAC §11.3(g) regarding the applicability of the rule to these Development Sites because the intervening property does have a clear and apparent economic reason and the intervening property was not created for the apparent purpose of creating a separation under the rule. I agree with your assessment, and accordingly I am granting the appeal. The next posted log will return your Application to its previous status in Urban subregion 11.
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,

David Cervantes
Acting Executive Director
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